

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

Ophat Hansana, individually and as a
representative of the classes,

Plaintiffs,

v.

PDQ Temporaries, Inc.

Defendant

§
§
§
§
§
§
§
§
§
§

Case Number: _____

Jury Demanded

PLAINTIFF’S ORIGINAL CLASS ACTION COMPLAINT

Pursuant to Fed. R. Civ. P. 15(a)(1)(B), Plaintiff Ophat Hansana (“**Plaintiff**”), by and through his attorneys, and on behalf of himself, the Putative Classes set forth below, and in the public interest, brings the following Class Action Complaint against Defendant PDQ Temporaries, Inc. (“**Defendant**” or “**PDQ**”), pursuant to the Fair Credit Reporting Act (“**FCRA**”), 15 U.S.C. §§ 1681 *et seq.*

INTRODUCTION

1. This putative class action is brought pursuant to the FCRA against an industrial placement services agency regarding the background checks Defendant procures on employees and job applicants. Defendant routinely violated FCRA’s core protections by:

- procuring background checks on employees and job applicants without making a legally required stand-alone

disclosure or receiving written authorization, as required by 15 U.S.C. § 1681b(b)(2); and

- failing to provide employees and job applicants with pre-adverse action notice (“**Summary of Rights**”) and a copy of the consumer report prior to taking adverse action against them as required by 15 U.S.C. § 1681b(b)(3).

2. Defendant’s violations were committed pursuant to uniform policies and procedures. Accordingly, Plaintiff seeks to represent those similarly situated, and seeks statutory damages, punitive damages, attorneys’ fees, costs and all other relief available under the FCRA.

3. Based on the foregoing violations, Plaintiff asserts FCRA claims against PDQ on behalf of himself and two separate classes of PDQ employees and prospective employees.

4. In Counts One and Two, Plaintiff asserts FCRA claims under 15 U.S.C. §1681b(b)(3)(A)(i) and (ii) on behalf of an “**Adverse Action Class**” consisting of all employees or prospective employees of PDQ in the United States against whom, during the two-year period preceding this action through the present (the “**Class Period**”), PDQ took adverse employment action based, in whole or in part, on information contained in a consumer report, and who were not provided a copy of such report and a copy of the Summary of Rights in advance of the adverse employment action. As described below it is proposed that the Adverse Action Class be divided into two sub-classes.

5. In Count Three Plaintiff asserts a FCRA claim under 15 U.S.C. §§ 1681b(b)(2)(A) on behalf of a “Background Check Class” consisting of all employees or prospective employees of PDQ in the United States who were the subject of a consumer report that was procured by PDQ (or that PDQ caused to be procured) without the proper disclosures and signed authorizations during the Class Period. As described below it is proposed that the Background Check Class be divided into three sub-classes (the Adverse Action Class and the Background Check Class hereinafter are collectively referred to as the “**Putative Classes**”).

6. On behalf of himself and the Putative Classes, Plaintiff seeks statutory damages, including punitive damages, costs and attorneys’ fees, equitable relief, and other appropriate relief pursuant to the FCRA.

THE PARTIES

7. Individual and representative Plaintiff Ophat Hansana (“**Hansana**”) lives and works in this judicial district and is a resident of Euless, Texas. Hansana is a former employee of PDQ and is a member of each of the Putative Classes defined herein.

8. Defendant PDQ is a Texas corporation with offices in this District. PDQ can be served by serving its registered agent, Richard C. Mumme at 704 Debbie Lane, Mansfield, TX 76063.

JURISDICTION AND VENUE

9. This Court has federal question jurisdiction over Plaintiff's FCRA claims pursuant to 28 U.S.C. § 1331.

10. Venue of this action is proper in this District because the events giving rise to the cause of action alleged herein occurred in this judicial district and Defendant maintains one or more offices in this District. Venue exists in the judicial district pursuant to 28 U.S.C. § 1391.

11. Defendant carries on substantial business in this District and has sufficient minimum contacts with this state to be subject to this Court's jurisdiction.

ALLEGATIONS REGARDING PDQ'S BUSINESS PRACTICES

Automatic Background Checks

12. PDQ conducts two background checks on all of its job applicants as part of a standard pre-employment screening process. In addition, PDQ also conducts background checks on existing employees from time-to-time during the course of their employment.

13. PDQ does not perform these background checks in-house. Rather, PDQ relies on outside consumer reporting firms to obtain this information and report it to PDQ. These reports constitute "**consumer reports**" for purposes of the FCRA.

14. Once an individual expresses interest in working at PDQ, PDQ conducts an initial background check through a third-party, Alliance Screening (the “**Initial Background Check**”). PDQ conducts this Initial Background Check to determine if the individual should be brought in for further processing and consideration. The Initial Background Check is conducted without authorization from the individual, without the individual being provided the required disclosures by PDQ and without first obtaining the individual’s signature on a stand-alone “clear and conspicuous” disclosure required by the statute.

15. If the Initial Background Check does not turn up negative information on the individual, the individual is requested to complete an application for employment with PDQ. After the application is completed, PDQ conducts another and a more thorough background check through Intelifi using Intelifi’s “Emerge” software (the “**Emerge Background Check**”). If the Emerge Background Check does not turn up negative information on the applicant, the applicant is requested to attend an orientation process through which the applicant completes appropriate information to become an employee of PDQ. Upon information and belief, it is during this orientation that PDQ requests and receives authorization from the applicant for a background check. The background checks, however, have already occurred.

FCRA Violations Relating to Background Check Class

16. PDQ has procured these background checks and the consumer report information in violation of the FCRA.

17. Under the FCRA, it is unlawful to procure a consumer report or cause a consumer report to be procured for employment purposes, 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.

15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii) (emphasis added).

18. PDQ has not satisfied these disclosure and authorization requirements prior to obtaining the background checks.

FCRA Violations Relating to Adverse Action Class

19. The FCRA also provides that “in using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the person intending to take such adverse action shall provide to the consumer to whom the report relates . . . a copy of the report[.]” 15 U.S.C. § 1681b(b)(3)(A)(i).

20. PDQ typically does not provide job applicants or employees with a copy of their consumer reports before it takes adverse action against them based on the information in such reports.

21. Additionally, PDQ typically does not provide job applicants or employees with a Summary of Rights before it takes adverse action against them based on the information in the consumer reports.

22. This practice violates one of the most fundamental protections afforded to employees under the FCRA, and also runs counter to longstanding regulatory guidance. Section 15 U.S.C. § 1681b(b)(3)(A) requires that all employers who use consumer reports provide a copy of the report to the affected consumer before any adverse action is taken. Employers must comply with this provision even where the information contained in the report (such as a criminal record) would automatically disqualify the individual from employment or lead to an adverse employment action. Indeed, this is precisely the situation where it is important that the consumer be informed of the negative information.

23. By failing to provide Plaintiff and other Adverse Action Class members with copies of their consumer reports prior to taking adverse employment action against them based on such reports and/or failing to provide a Summary of Rights, PDQ willfully disregards this regulatory guidance and the plain language of the statute in violation of 15 U.S.C. §§ 1681b(b)(3)(A).

ALLEGATIONS RELATING TO PLAINTIFF HANSANA

24. Plaintiff began working for PDQ in the spring of 2014.

25. Prior to becoming an employee and prior to completing any applicant information, Plaintiff met with a Branch Manager of PDQ at PDQ's office and discussed the potential for being hired by PDQ. At that time, and while in the presence of Plaintiff, the Branch Manager accessed the Alliance Screening website and requested of and received from Alliance Screening an Initial Background Check on Plaintiff.

26. The Initial Background Check did not disclose any disqualifying information and Plaintiff was directed to complete an employment application with PDQ.

27. PDQ thereafter ordered and received the Emerge Background Check on Plaintiff. Plaintiff was then instructed to participate in new employee orientation during which, upon information and belief, he completed a background check authorization form.

28. Plaintiff worked for PDQ at a warehouse operated by Neovia, one of PDQ's customers. Plaintiff was an excellent employee and after approximately nine months was asked by Neovia if he wanted to become a full-time employee of Neovia.

29. Plaintiff was excited by the opportunity and participated in the Neovia employment application process. During this process Neovia performed a

background check consisting of a consumer report on Plaintiff and allegedly discovered some disqualifying information.

30. Without being given a copy of the consumer report and the background check and without being given a Summary of Rights, Plaintiff was denied employment by Neovia. This act was a violation of the FCRA by Neovia.

31. Subsequently, upon information and belief, PDQ re-examined the information on the Emerge Background Check. PDQ then informed Plaintiff his employment with PDQ was being terminated because of the disqualifying information on the Emerge Background Check.

32. PDQ did not provide a copy of the Emerge Background Check to Plaintiff before taking the adverse action of termination. PDQ did not provide a Summary of Rights to Plaintiff before taking the adverse action of termination. Failure to do either of these steps is a violation of the FCRA.

33. Because PDQ did not provide Plaintiff with a copy of the consumer report that it relied upon, Plaintiff was deprived of any opportunity to review the information in the report and discuss it with his employer before he was terminated.

34. It was unlawful for PDQ to terminate Plaintiff's employment and deny his employment opportunities on the basis of information contained in a consumer report that was never shared with him.

35. It was also unlawful for PDQ to procure the Initial Background Check and the Emerge Background Check, both of which are consumer reports, without making the disclosures required by the FCRA.

CLASS ACTION ALLEGATIONS

36. Plaintiff asserts his claims in Count 1 and 2 on behalf of a Putative Adverse Action Class defined as follows:

a. **Proposed Adverse Action Class:** All employees or prospective employees of PDQ in the United States who, during the Class Period, PDQ took adverse employment action against based, in whole or in part, on information contained in a consumer report, and who were not provided a copy of such report in advance of the adverse employment action as required by 15 U.S.C. § 1681b(b)(3)(A)(i) and/or who were not provided a copy of the Summary of Rights in advance of the adverse employment action as required by 15 U.S.C. § 1681b(b)(3)(A)(ii).

37. Plaintiff asserts that the Adverse Action Class should be broken into sub-classes as follows:

a. **Proposed Adverse Action Class Sub-class #1:** All employees or prospective employees of PDQ in the United States who, during the Class Period, PDQ took adverse employment action against based, in whole or in part, on information contained in a consumer report, and who were not provided a copy of such report in advance of the adverse employment action as required by 15 U.S.C. § 1681b(b)(3)(A)(i).

b. **Proposed Adverse Action Class Sub-class #2:** All employees or prospective employees of PDQ in the United States who, during the Class Period, PDQ took adverse employment action against them based, in whole or in part, on information contained in a consumer report, and who were not provided a copy of the Summary of Rights in advance of the adverse employment action as required by 15 U.S.C. § 1681b(b)(3)(A)(ii).

38. Plaintiff asserts his claim in Count 3 on behalf of a Putative

Background Check Class defined as follows:

a. **Proposed Background Check Class:** All employees or prospective employees of PDQ in the United States who, during the Class Period, were the subject of a consumer report that was procured by PDQ (or that PDQ caused to be procured) without a proper disclosure being made by PDQ and/or without proper authorization made by the individual to allow retrieval of the consumer report.

39. Plaintiff asserts that the Background Check Class should be broken

into sub-classes as follows:

a. **Proposed Background Check Class Sub-class #1:** All employees or prospective employees of PDQ in the United States who, during the Class Period, were the subject of a consumer report that was procured (or that PDQ caused to be procured) from Alliance Screening without a proper disclosure being made by PDQ and/or without proper authorization made by the individual to allow retrieval of the consumer report.

b. **Proposed Background Check Class Sub-class #2:** All employees or prospective employees of PDQ in the United States who, during the Class Period, were the subject of a consumer report that was procured (or that PDQ caused to be procured) from Intelifi without a proper disclosure

being made by PDQ and/or without proper authorization made by the individual to allow retrieval of the consumer report.

c. Proposed Background Check Class Sub-class #3:

All employees or prospective employees of PDQ in the United States who, during the Class Period, were the subject of a consumer report that was procured (or that PDQ caused to be procured) from a source other than Alliance Screening or Intelifi without a proper disclosure being made by PDQ and/or without proper authorization made by the individual to allow retrieval of the consumer report.

40. Numerosity: The Putative Classes are so numerous that joinder of all Class members is impracticable. PDQ regularly obtains and uses information in consumer reports to conduct background checks on prospective employees and existing employees, and frequently relies on such information, in whole or in part, as a basis for adverse employment action. Plaintiff is informed and believes that during the relevant time period, hundreds if not thousands of PDQ employees and prospective employees satisfy the definition of the Putative Classes.

41. Typicality: Plaintiff's claims are typical of the members of the Putative Classes. PDQ typically uses consumer reports to conduct background checks on employees and prospective employees. PDQ typically conducts an Initial Background Check and an Emerge Background Check before individuals have consented to the background checks. PDQ typically does not provide copies of consumer reports or a Summary of Rights to employees or prospective employees before taking adverse action based on information contained in such consumer

reports. The FCRA violations suffered by Plaintiff are typical of those suffered by other Putative Class members, and PDQ treated Plaintiff consistent with other Putative Class members in accordance with its standard policies and practices.

42. Adequacy: Plaintiff will fairly and adequately protect the interests of the Putative Classes, and has retained counsel experienced in complex class/collective action litigation. No conflict exists between Plaintiff and members of the Putative Classes.

43. Commonality: Common questions of law and fact exist as to all members of the Putative Classes and predominate over any questions solely affecting individual members of the Putative Classes, including but not limited to:

- a. Whether PDQ uses consumer report information to conduct background checks on employees and prospective employees;
- b. Whether PDQ violated the FCRA by procuring consumer report information without making proper disclosures in the format required by the statute;
- c. Whether PDQ violated the FCRA by procuring consumer report information without authorization or based on invalid authorizations;
- d. Whether PDQ violated the FCRA by taking adverse action against Plaintiff and other members of the Adverse Action Class on the basis of information in a consumer report, without first furnishing a copy of the report to the affected persons;
- e. Whether PDQ violated the FCRA by taking adverse action against Plaintiff and other members of the Adverse Action Class on the basis of information in a consumer report, without first providing a Summary of Rights to the affected persons;

- f. Whether PDQ's violations of the FCRA were willful;
- g. The proper measure of statutory damages; and
- h. The proper form of injunctive and declaratory relief.

44. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1) because prosecution of actions by or against individual members of the Putative Classes would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for Defendant. Further, adjudication of each individual Class member's claim as separate actions would potentially be dispositive of the interest of other individuals not a party to such action, impeding their ability to protect their interests.

45. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because PDQ has acted or refused to act on grounds that apply generally to the Putative Classes, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Classes as a whole.

46. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Putative Classes predominate over any questions affecting only individual members of the Putative Classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendant's conduct described in this Complaint stems from common and uniform policies and practices, resulting in common

violations of the FCRA. Members of the Putative Classes do not have an interest in pursuing separate actions against Defendant, as the amount of each Class member's individual claims is small compared to the expense and burden of individual prosecution, and Plaintiff is unaware of any similar claims brought against Defendant by any members of the Putative Classes on an individual basis. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendant's practices. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Putative Class members' claims in a single forum.

47. Plaintiff intends to send notice to all members of the Putative Classes to the extent required by Rule 23. The names and addresses of the Putative Class members are available from Defendant's records.

FIRST CLAIM FOR RELIEF

**Failure to Provide a Copy of Consumer Report in Violation of FCRA
15 U.S.C. § 1681b(b)(3)(A)(i)**

48. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs.

49. PDQ used a "consumer report(s)," as defined by the FCRA, to take adverse employment action against Plaintiff and other members of the Adverse Action Class.

50. PDQ violated the FCRA by failing to provide Plaintiff and other Adverse Action Class members with a copy of the consumer report prior to using the consumer report to take adverse employment action against them. *See* 15 U.S.C. § 1681b(b)(3)(A)(i).

51. The foregoing violations were willful. PDQ acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Adverse Action Class members under 15 U.S.C. § 1681b(b)(3)(A)(i). PDQ's willful conduct is reflected by, among other things, the following facts:

- a. PDQ is a large corporation with access to legal advice through its own Human Resources department and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;
- b. PDQ knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute;
- c. PDQ voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless;
- d. One of the consumer reporting agencies that provided consumer report information to PDQ (Intelifi) has on its website a section entitled FCRA HELPFUL PDF DOWNLOAD LINKS, one of which, Summary of Rights – Notice to Consumers, states: “[a]nyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information”; and

e. Upon information and belief, PDQ repeatedly violated the statute and its failure to provide Plaintiff and other Adverse Action Class Members with copies of their consumer reports was not accidental.

52. Plaintiffs and the Adverse Action 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) and punitive damages.

53. Plaintiffs and the Adverse Action Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

SECOND CLAIM FOR RELIEF

Failure to Provide a Copy of a Summary of Rights in Violation of FCRA 15 U.S.C. § 1681b(b)(3)(A)(ii)

54. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs.

55. PDQ used a "consumer report(s)," as defined by the FCRA, to take adverse employment action against Plaintiff and other members of the Adverse Action Class.

56. PDQ violated the FCRA by failing to provide Plaintiff and other Adverse Action Class members with a Summary of Rights, *i.e.*, a description in writing of the rights of the consumer, prior to taking the adverse employment action against them. *See* 15 U.S.C. § 1681b(b)(3)(A)(ii).

57. The foregoing violations were willful. PDQ acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Adverse Action Class members under 15 U.S.C. § 1681b(b)(3)(A)(ii). PDQ's willful conduct is reflected by, among other things, the following facts:

- a. PDQ is a large corporation with access to legal advice through its own Human Resources department and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;
- b. PDQ knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute;
- c. PDQ voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless;
- d. One of the consumer reporting agencies that provided consumer report information to PDQ (Intelifi) has on its website a section entitled FCRA HELPFUL PDF DOWNLOAD LINKS, one of which, is the Summary of Rights – Notice to Consumers, that is required to be given to consumers; and
- e. Upon information and belief, PDQ repeatedly violated the statute and its failure to provide Plaintiff and other Adverse Action Class Members with their Summary of Rights was not accidental.

58. Plaintiffs and the Adverse Action 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) and punitive damages.

59. Plaintiffs and the Adverse Action Class are further entitled to recover their costs and attorneys' fees, pursuant to 15 U.S.C. § 1681n(a)(3).

THIRD CLAIM FOR RELIEF

**Failure to Obtain Proper Authorization in Violation of FCRA
15 U.S.C. § 1681b(b)(2)(A)(ii)**

60. Plaintiff alleges and incorporates by reference the allegations in the preceding paragraphs.

61. PDQ violated the FCRA by procuring consumer reports relating to Plaintiff and other Background Check Class members without proper authorization, without making the required disclosures and without first obtaining their signature on a stand-alone, "clear and conspicuous" disclosure required by the statute. See 15 U.S.C. § 1681b(b)(2)(A)(ii).

62. The foregoing violations were willful. PDQ acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other Background Check Class members under 15 U.S.C. § 1681b(b)(2)(A)(ii). PDQ's willful conduct is reflected by, among other things, the following facts:

- a. PDQ is a large corporation with access to legal advice through its own Human Resources department and outside employment counsel, and there is no contemporaneous evidence that it determined that its conduct was lawful;
- b. PDQ knew or had reason to know that its conduct was inconsistent with published FTC guidance interpreting the FCRA and the plain language of the statute;

- c. PDQ voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless;
- d. One of the consumer reporting agencies that provided consumer report information to PDQ (Intelifi) has on its website a section entitled FCRA HELPFUL PDF DOWNLOAD LINKS, one of which, Summary of Rights – Notice to Consumers, states: “You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer;”
- e. PDQ knew that a disclosure was required for the Initial Background Check but wanted to save expenses by determining if the individual would be eligible for hire prior to spending the time evaluating the complete application information of the applicant;
- f. PDQ knew that a disclosure was required for the Emerge Background Check but wanted to save expenses by providing information and forms to the accepted applicant in one setting, the orientation meeting; and
- g. Upon information and belief, PDQ repeatedly violated the statute and its failure to provide Plaintiff and other Background Check Class Members with the appropriate disclosures was not accidental.

63. Plaintiff and the Background Check 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) and punitive damages.

64. Plaintiff and the Background Check Class are further entitled to recover their costs and attorneys’ fees, pursuant to 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

65. WHEREFORE, Plaintiff, on behalf of himself and the Putative Classes, prays for relief as follows:

- a. An Order that this action may proceed as a class action under Rule 23(b)(1), (2) and (3) of the Federal Rules of Civil Procedure;
- b. An Order designating Plaintiff as class representative and designating Plaintiff's counsel as counsel for the Putative Classes;
- c. An Order that proper notice be sent to the Putative Classes at PDQ's expense;
- d. An Order finding that PDQ committed multiple, separate violations of the FCRA;
- e. An Order finding that PDQ acted willfully in deliberate or reckless disregard of Plaintiff's and the Putative Class members' rights and its obligations under the FCRA;
- f. An Order awarding statutory damages in an amount of \$1,000 per violation and punitive damages in an amount no less than ten times the award of statutory damages and more should the evidence so support;
- g. An Order awarding reasonable attorneys' fees and costs as provided by the FCRA;
- h. An Order granting other and further relief, in law or equity, as this Court may deem appropriate

DEMAND FOR JURY TRIAL

66. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the Putative Classes demand a trial by jury.

DATED: March 5, 2015

Respectfully submitted:

By: /s/ Chris R. Miltenberger

Chris R. Miltenberger

Texas State Bar Number 14171200

The Law Office of Chris R. Miltenberger, PLLC

1340 N. White Chapel, Suite 100

Southlake, Texas 76092

817-416-5060 (office)

817-416-5062 (fax)

chris@crmlawpractice.com

Attorney for Plaintiff Ophat Hansana