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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

TRACI TRIPES on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

BANK OF AMERICA, NA

Defendant.

Case No. '18CV1250 BEN RBB

CLASS ACTION

COMPLAINT FOR:

1. FAILURE TO PROVIDE REST BREAKS
2. FAILURE TO WAGES
3. FAILURE TO PROVIDE PROPER WAGE STATEMENTS
4. FAILURE TO PAY FINAL WAGES
5. UNLAWFUL BUSINESS PRACTICES

JURY TRIAL DEMAND

1 **I. NATURE OF ACTION**

2 1. Based upon personal knowledge, information and belief, Plaintiff Traci Tripes
3 (“Tripes”) alleges the following:

4 2. This is a putative wage-and-hour class action wherein Tripes asserts claims
5 against her former employer, Bank of America, N.A. for failing to compensate its mortgage
6 loan officers, mortgage loan associates, lending officers, lending associates, or others in
7 similar positions (together referred to as “Lending Officers”) in compliance with California
8 law. Specifically, Bank of America failed to pay for rest breaks, provide rest breaks, pay
9 for missed breaks, provide accurate wage statements and pay wages related to the missed
10 breaks in final wages owed to former employees.

11 3. Tripes seeks, among other things, all wages, restitutionary disgorgement, and
12 statutory penalties. Tripes seeks to represent the following class:

13 All current or former Bank of America employees who (1)
14 worked in California as either a Mortgage Loan Officer,
15 Mortgage Loan Associate, Lending Officer, or Lending
16 Associates, or in a similar position, including Sr. Mortgage
17 Loan Offer, Sr. WM Lending Officer, WM Lending Officer, Sr.
18 Lending Officer, Sr. FC Lending Officer and FC Lending
19 Officer, and (2) were subject to an Incentive Plan Agreement at
20 any time since June 12, 2014.

21 **II. JURISDICTION**

22 4. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1332(d), 1453,
23 and 1711-1715, the Class Action Fairness Act of 2005, because the amount in controversy
24 exceeds \$5 million and because minimum diversity is met since at least one party is diverse
25 from Bank of America.

26 5. This Court also has supplemental jurisdiction over Tripes’ state-law claims
27 pursuant to 28 U.S.C. § 1367.
28

1 **III. VENUE**

2 6. Pursuant to 28 U.S.C. § 1391(b), this Court is the proper venue for this action.
3 Bank of Americas’ principal office in which it handles and makes business decisions
4 regarding employment matters takes place in this district and this Court has personal
5 jurisdiction over Bank of America under 28 U.S.C. § 1391(c), and a substantial amount of
6 the events giving rise to the claim occurred in this District.

7 **IV. PARTIES**

8 7. **Plaintiff:** Traci Tripes resided in San Diego County, California throughout the
9 majority of her employment with Bank of America; was employed by Bank of America in
10 various Lending Officer positions; and was paid commissions and bonuses with a monthly
11 draw.

12 8. **Defendant:** Bank of America, N.A. is a bank that is authorized to conduct and
13 is actually conducting business in the State of California. Bank of America employs
14 individuals throughout California. Bank of America’s alleged acts were authorized,
15 directed or accomplished by its agents, officers, employees or representatives, while
16 actively engaged in the operation and management of its business.

17 **V. BACKGROUND**

18 **Compensation Model**

19 9. Tripes and the class worked as Lending Officers for Bank of America selling
20 mortgages. Bank of America paid Tripes and the class based on a sales commission.

21 10. Bank of America paid Tripes and the class advances on commissions on a bi-
22 weekly basis, but then clawed back the advances from the commissions.

23 **Overtime Hours**

24 11. Bank of America failed to pay Tripes and class members for all hours worked,
25 including but not limited to, mandatory meetings, loan processing, training and coaching
26 sessions, loan tracking, customer surveys, attending open houses, and attending events.
27 Tripes and the class were frequently required to work off the clock at the knowing and
28 explicit direction and order of Bank of America to complete their duties, including during

1 evenings and weekends.

2 **12.** When class members worked shifts over 8 hours per day, or over 40 hours per
3 week, Bank of America did not pay them overtime in accordance with law.

4 **Rest Breaks**

5 **13.** Bank of America failed to separately pay Tripes and the class for rest breaks.

6 **14.** Tripes and the class' job duties were such that they were unable to take a duty-
7 free rest break. Bank of America required Tripes and class members to remain on call, and
8 did not allow for lawful rest breaks. Tripes and the class were assigned to and required to
9 work shifts lasting over 4 hours, and were not provided nor allowed to take a 10 minute,
10 uninterrupted rest break during each such shift or 4- hour work period.

11 **15.** Moreover, Bank of America did not compensate Lending Officers on an hourly
12 basis. Thus, Bank of America did not provide Lending Officers with the opportunity to
13 take an off-duty paid rest break as required by California law.

14 **16.** Bank of America's conduct, as alleged herein, has caused Tripes and the class
15 damages including, but not limited to, loss of wages and compensation. Bank of America
16 is liable to Tripes and the class for failing to pay overtime wages, failing to separately pay
17 class members for rest breaks, failing to pay all wages owed on each pay period, failure to
18 provide accurate wage statements, failure to pay all wages owed upon termination, and
19 unfair competition.

20 **17.** Tripes seeks to be the representative for the class of similarly situated Lending
21 Officers who all have been exposed to, have suffered, and/or were permitted to work under,
22 Bank of America's unlawful employment practices as alleged herein.

23 **Bank of America's Practices Resulted in Improper Wage Statements And**
24 **Unpaid Final Wages**

25 **18.** Based on the policies and practices set forth above, Bank of America failed to
26 provide Tripes and other Lending Officers with proper wage statements in violation of
27 Labor Code § 226

28 **19.** Bank of America did not pay all final wages owed to former Lending Officers

1 under the Labor Code § 203.

2 **VI. CLASS ALLEGATIONS**

3 **20. Class:** Tripes brings this action on behalf of herself and a class consisting of:

4 All current or former Bank of America employees who (1)
5 worked in California as either a Mortgage Loan Officer,
6 Mortgage Loan Associate, Lending Officer, or Lending
7 Associates, or in a similar position, including Sr. Mortgage Loan
8 Offer, Sr. WM Lending Officer, WM Lending Officer, Sr.
9 Lending Officer, Sr. FC Lending Officer and FC Lending
10 Officer, and (2) were subject to an Incentive Plan Agreement at
11 any time since June 12, 2014. (“class”)

12 **21. Subclass:** Tripes brings this action on behalf of herself and a subclass
13 consisting of:

14 All class members formerly employed by Bank of America.

15 **22. Amendments:** Tripes reserves the right to amend or otherwise alter the class
16 definition or to propose subclasses in response to facts learned through discovery, legal
17 arguments or otherwise.

18 **23. Ascertainability:** The class is ascertainable in that each member can be
19 identified using information contained in Bank of America’s payroll and personnel records.

20 **24. Common Questions of Law or Fact Predominate:** There is a well-defined
21 community of interest in the questions of law and fact affecting the class and collective.
22 The questions of law and fact common to the class and collective predominate over
23 questions that may affect individual members. These questions of law and fact include:

- 24 i. whether Bank of America engaged in a pattern or practice of failing to
25 pay Tripes and class members overtime wages for each work hour in
26 excess of 8 hours per day, or 40 hours per week;
- 27 ii. whether Bank of America violated IWC Wage Order No. 4-2001 and
28 Labor Code § 226.7 by failing to provide 10-minute, uninterrupted rest

1 periods as contemplated by California law for work periods in excess
2 of 4 hours;

3 **iii.** whether Bank of America violated IWC Wage Order No. 4-2001 and
4 Labor Code § 226.7 by paying class members based on a commission,
5 without separately paying class members for rest breaks;

6 **a.** whether Bank of America failed to furnish class members with accurate
7 statements showing the total hours of pay owed to each class member,
8 including for rest breaks and/or penalties for missed breaks; and

9 **b.** whether Bank of America failed to pay final wages to its former
10 employees, as required by California law;

11 **c.** Whether Bank of America engaged in unfair practice and violated
12 California Business and Professions Code § 17200 by failing to provide
13 and/or compensate Tripes and the class with their statutory off-duty rest
14 periods on a timely basis;

15 **d.** Whether Bank of America engaged in unfair practice and violated
16 California Business and Professions Code § 17200 by failing to provide
17 and/or compensate Tripes and the class members who worked as
18 mortgage brokers in California during the class period with their
19 statutory overtime;

20 **e.** whether Bank of America violated Labor Code § 226 by issuing
21 statements that did not include compensation owed for rest breaks.

22 **f.** The nature and extent of class-wide injury and measure of damages for
23 the injury.

24 **25. Numerosity:** The class is so numerous that the individual joinder of all
25 members is impractical under the circumstances of this case. While the exact number of
26 class members is unknown to Tripes at this time, Tripes is informed and believes the class
27 consists of at least one hundred individuals, making individual joinder impracticable.

28 **26. Typicality:** Tripes, like the class, worked at Bank of America during the class

1 period and was subjected to Bank of America unlawful policies regarding compensation for
2 rest breaks, thereby resulting in the withholding of earned wages.

3 **27. Adequacy:** Tripes will fairly and adequately represent and protect the class'
4 interests in that she has they has no disabling conflicts of interest that would be antagonistic
5 to the class. Tripes seeks no relief that is antagonistic or adverse to the class and the
6 infringement of the rights and the damages she suffered are typical of all other members.
7 Tripes retained competent counsel, experienced in class action litigation and employment
8 law, and intends to prosecute this action vigorously.

9 **28. Superiority:** The class action format is a particularly efficient and appropriate
10 procedure to afford relief to Tripes and the class because:

- 11 **iv.** The individual amounts of damages involved, while not insubstantial,
12 are such that individual actions or other individual remedies are
13 impracticable and litigating individual actions would be too costly;
- 14 **v.** This case essentially involves a single employer and a large number of
15 individual employees with many relatively small claims with common
16 issues of law and fact;
- 17 **vi.** If each class member was required to file an individual lawsuit, Bank of
18 America would gain an unconscionable advantage since it would be able
19 to exploit and overwhelm each class member's limited resources with
20 its vastly superior financial and legal resources;
- 21 **vii.** The costs of individual suits could unreasonably consume the amounts
22 that would be recovered;
- 23 **viii.** Requiring each class member to pursue an individual remedy would also
24 discourage the assertion of lawful claims by employees who would be
25 disinclined to pursue an action against their present and/or former
26 employer for an appreciable and justifiable fear of retaliation and
27 permanent damage to their immediate and/or future employment;
- 28 **ix.** Proof of a common business practice or factual pattern which Tripes

1 experienced is representative of that experienced by the class and will
2 establish the right of each of the members to recover on the causes of
3 action alleged; and

- 4 x. Individual actions would create a risk of inconsistent results and would
5 be unnecessary and duplicative of this litigation.

6 **29. Notice:** Notice to the class may be made by first-class mail addressed to all
7 persons who have been individually identified by Bank of America through access to its
8 payroll and personnel records. Alternatively, if Bank of America cannot produce certain
9 class members' names and addresses, those class members may be notified by publication
10 in the appropriate media outlets, and by posting notices in Bank of America's places of
11 business.

12
13 **VII. CLAIMS FOR RELIEF**

14 **FIRST CLAIM FOR RELIEF**

15 **Failure to Pay For Or Provide Rest Breaks**
16 **(By Tripes and the Class Against Bank of America)**

17 **30.** Tripes re-alleges and incorporates all preceding paragraphs.

18 **31.** California Labor Code § 226.7(a) provides, "No employer shall require any
19 employee to work during any meal or rest period mandated by an applicable order of the
20 Industrial Welfare Commissions."

21 **32.** IWC Order No.4-2001(12)(A) provides, in relevant part: "Every employer
22 shall authorize and permit all employees to take rest periods, which insofar as practicable
23 shall be in the middle of each work period. The authorized rest period time shall be based
24 on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours
25 or major fraction thereof. However, a rest period need not be authorized for employees
26 whose total daily work times is less than three and one-half hours. Authorized rest period
27 time shall be counted as hours worked for which there shall be no deduction from wages."

28 **33.** IWC Order No. 4-2001 (12)(B) further provides, "If an employer fails to
provide an employee with a rest period in accordance with the applicable provisions of this

1 order, the employer shall pay the employee one (1) hour of pay at the employee's regular
2 rate of compensation for each workday that the rest period is not provided."

3 **34.** Bank of America was required to provide, authorize and/or pay for duty-free
4 rest periods pursuant to IWC Order No. 4-2001 (12) and Labor Code § 226.7, among other
5 sections.

6 **35.** Bank of America failed to do so, but instead required Tripes and the class to
7 routinely work through rest periods at Bank of America's direction and/or with Bank of
8 America's knowledge and acquiescence. Bank of America also paid Tripes and the class
9 based on a commission and did not separately compensate them for their time.

10 **36.** By its actions, Bank of America violated IWC Wage Order No. 4-2001 § 12
11 and California Labor Code § 226.7 and are liable to Tripes and the class because there are
12 no valid legal or applicable exceptions to the rest period requirement that would otherwise
13 allow Bank of America to avoid providing regular duty-free rest breaks, paying for the
14 break time, or paying for missed breaks.

15 **37.** Tripes and the class request relief under California Labor Code § 226.7(b) and
16 IWC Order No. 4-2001, which provide for additional pay for missed rest periods in a sum
17 to be proven at trial, and demand reasonable attorney's fees and costs of suit, pursuant to
18 California Labor Code §§ 230, 218.5, 226, 226.7 and 1194.

19 **SECOND CLAIM FOR RELIEF**

20 **Failure to Pay Wages**

21 **(By Tripes and the Class Against Bank of America)**

22 **38.** Tripes re-alleges and incorporates all preceding paragraph.

23 **39.** California Labor Code § 510 provides that, "Any work in excess of eight hours
24 in one workday and any work in excess of 40 hours in any one workweek and the first eight
25 hours worked on the seventh day of work in any one workweek shall be compensated at the
26 rate of no less than one and one-half times the regular rate of pay for an employee. Any
27 work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
28 the regular rate of pay for an employee...." –

40. Section 3(a)(1) of Wage Order No. 4-2001 also mandates that employers pay

1 one and one-half times the employees' regular rate of pay for employees who work more
2 than 8 hours in a day or 40 hours in a week, and two times their regular rate of pay for any
3 work in excess of 12 hours in one day.

4 **41.** At all times relevant hereto, Tripes and class members were non-exempt for
5 purposes of the overtime and double pay requirements set forth in the Labor Code and Wage
6 Order No. 4-2001. During the class period, Tripes and class members consistently worked
7 five days per week, plus weekends, often for more than 8 hours per workday. Bank of
8 America failed to pay Tripes and the class overtime as required by California Law, and to
9 the extent it did, it failed to pay the correct overtime rate. Bank of America did not include
10 commissions when it calculated the applicable overtime rate.

11 **42.** Tripes and the class seek to recover unpaid overtime and double-time
12 compensation in an amount to be determined at trial.

13 **THIRD CLAIM FOR RELIEF**

14 **Failure to Provide Proper Wage Statements**
15 **(By Tripes and the Class Against Bank of America)**

16 **43.** Tripes re-alleges and incorporates all preceding paragraph.

17 **44.** California Labor Code § 226(a) requires employers semi-monthly, or at the
18 time of each payment of wages, to furnish each employee with a statement itemizing with
19 the applicable pay rate and the total hours worked by the employee or other basis upon
20 which compensation is determined. California Labor Code § 226(e) provides that if an
21 employer knowingly and intentionally fails to provide such a statement, then the employee
22 is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial
23 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand
24 dollars (\$4,000).

25 **45.** Bank of America knowingly and intentionally failed to furnish and continues
26 to knowingly and intentionally fails to furnish proper wage statements to Tripes and the
27 class, as required by California Labor Code § 226(a) because, among other things, the wage
28 statements falsely understated gross wages earned by failing to include rest break wages
and overtime.

1 fraudulent business practices under the UCL.

2 **54.** The acts, omissions, and practices of Bank of America as alleged herein
3 constitute unlawful and unfair business acts and practices within the meaning of Section
4 17200, *et seq.* of the California Business & Professions Code.

5 **55.** Throughout the class period, Bank of America has engaged in “unlawful”
6 business acts and practices based on the policies and practices described above, including,
7 among other things, their: failure to compensate for all hour worked, failure to compensate
8 for overtime, failure to pay and provide breaks.

9 **56.** Throughout the class period, Bank of America also engaged in “unfair”
10 business acts or practices in that the harm caused by Bank of America’s nonpayment of the
11 above-mentioned wages. Moreover, that conduct offends public policy, is immoral,
12 unscrupulous, unethical, deceitful and offensive, causes substantial injury to Tripes and the
13 class, and provides Bank of America with an unfair competitive advantage over those
14 employers that abide by the law and properly compensate their employees in accordance
15 with the law.

16 **57.** Tripes reserve the right to allege other violations of California law that
17 constitute unlawful acts or practices.

18 **58.** As a result of the conduct described above, Bank of America has been and will
19 be unjustly enriched at the expense of Tripes and the class. Specifically, Bank of America
20 has been unjustly enriched by the retention of wages earned and wrongfully withheld from
21 Tripes and the class.

22 **59.** Bank of America failed to acknowledge the wrongful nature of their actions.
23 Bank of America has not corrected their policies and practices or provided full restitution
24 and disgorgement of all ill-gotten monies, thereby depriving Tripes and the class the
25 minimum working conditions and standards due them under California Labor Laws and
26 IWC Wage Orders.

27 **60.** Pursuant to the Section 17203 of the California Business & Professions Code,
28 Tripes and the class seek a court order requiring Bank of America to disgorge all ill-gotten

1 gains and awarding Tripes and the class full restitution of all monies wrongfully acquired
2 by Bank of America by means of such “unlawful” and “unfair” conduct, plus interest and
3 attorney’s fees under Section 1021.5 of the Code of Civil Procedure, so as to restore any
4 and all monies to Tripes and the class and the general public which were acquired and
5 obtained by means of such “unlawful” and “unfair” conduct, and which ill-gotten gains are
6 still retained by Bank of America. Tripes and the class additionally request that the Court
7 impound the funds or impose an asset freeze or constructive trust upon the funds. Tripes
8 and the class may be irreparably harmed and/or denied an effective and complete remedy
9 if such an order is not granted.

10 **61.** Pursuant to Section 17203 of the California Business & Professions Code,
11 Tripes and the class seek an order of this Court for equitable and/or injunctive relief in the
12 form of requiring Bank of America to ensure the payment of earned wages, rest time, and
13 missed breaks, and to ensure future employees are afforded the breaks mandated by
14 California law.

15 **VIII. PRAYER**

16 **62.** Tripes prays for judgment as follows:

17 **A.** An order certifying the class and designating Tripes as the
18 Representative and Tripes’s counsel as Class Counsel.

19 **B.** That the Court preliminarily and permanently enjoin Bank of America
20 from engaging in the conduct alleged herein;

21 **C.** Other injunctive and declaratory relief as may be appropriate;

22 **D.** Restitution and disgorgement of owed wages, together with interest
23 thereon from the date of payment;

24 **E.** For statutory damages, liquidated damages, and penalties according to
25 proof;

26 **F.** For general damages in the form of owed wages and business expenses;

27 **G.** A declaration that Bank of America is financially responsible for
28 notifying all class members of the pendency of this action;

- H. Reasonable costs and attorneys' fees;
- I. Statutory pre-judgment interest; and
- J. For such other relief as the Court may deem proper.

IX. JURY DEMAND

63. Tripes demands a jury trial for all triable claims.

Dated: June 12, 2018

AMARTIN LAW
BRENNAN & DAVID LAW GROUP

By: s/ Lindsay C. David
LINDSAY DAVID
Attorneys for Plaintiff and the Class

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JS 44 (Rev. 06/17)

CIVIL COVER SHEET

'18CV1250 BEN RBB

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Traci Tripes

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Alisa Martin AMartin Law 600 W Broadway Ste 700, San Diego CA
Lindsay David, Brennan & David Law Group, 2888 Loker Ave., Ste 302,
Carlsbad, ca 92010 (760)730-9408

DEFENDANTS

Bank of America, NA

County of Residence of First Listed Defendant Charlotte NC
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY - PRODUCT LIABILITY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
California Labor Code §§ 226.7(a); 226; 510; 201; 202; IWC Order No.4-2001; Cal Bus Prof Code §17200
Brief description of cause:
Bank of America Failed to Provide Legally Compliant Rest Periods and Overtime Compensation to Lending Officer

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ **> 5 Mil**
CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 06/12/2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY: RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Bank of America Failed to Pay Lending Officers for Off-the-Clock Work, Lawsuit Claims](#)
