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*Attorneys for Defendants Bank of America, N.A.
and Bank of America Corp.*

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY**

CHRIS VERITAS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BANK OF AMERICA CORP. and BANK OF
AMERICA, N.A.,

Defendants.

Civil Action No. _____

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332(d), 1441(d), and 1446, Defendants Bank of America, N.A. (“BANA”) and Bank of America Corp. (“BAC”), by and through their undersigned counsel, hereby remove this action brought by Plaintiff Chris Veritas (“Plaintiff”) from the Superior Court of New Jersey Law Division, Essex County (the “State Court”), , where the action is currently pending, to this Court. The grounds for removal are as follows:

BACKGROUND TO THE NOTICE OF REMOVAL

1. On November 2, 2018, Defendants were served with a Summons and Complaint that had been filed on September 4, 2018, a true and correct copy of which is attached collectively as Exhibit A. The action was brought as a putative class action in the State Court

under the caption *Chris Veritas on behalf of himself and all others similarly situated v. Bank of America Corp. and Bank of America, N.A.*, Docket No. ESX-L-006242-18. No other process, pleadings, or orders have been filed and served in this action, and no other defendant has been named or served.

2. In the Complaint, Plaintiff asserts a claim predicated on an alleged violation of New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56(a) *et seq.* and the supporting regulations, N.J. Admin. Code §§ 12:56-1.1 *et seq.* (collectively, “NJWHL”) (Compl. ¶¶ 11, 32.)

Specifically, Plaintiff asserts that Defendants failed to pay overtime, failed to keep, make, preserve, maintain, and furnish accurate records of time worked by Plaintiff and other similarly situated employees, and failed to furnish each of them their wage and hour records showing all wages earned and due for all work performed for labor or services rendered. (Compl. ¶¶ 62–64.)

3. Plaintiff, on behalf of himself and a putative class of allegedly similarly situated employees, seeks compensatory damages, attorneys’ fees, costs, and pre-judgment and post-judgment interest. (Compl. ¶ 66.)

4. This Notice of Removal has been filed within thirty (30) days of service on Defendants, and, as no other defendant has been named or served, the requirement of 28 U.S.C. § 1446(b) requiring removal within thirty (30) days of service of the first defendant has been satisfied. Therefore, this Notice of Removal has been timely filed.

BASIS FOR REMOVAL: CLASS ACTION FAIRNESS ACT OF 2005 (“CAFA”)

5. This Court has subject matter jurisdiction over this action pursuant to CAFA, 28 U.S.C. § 1332(d), because this is a putative class action in which: (i) there are 100 or more members in Plaintiff’s proposed class; (ii) at least some members of the proposed class, including Plaintiff, have a different citizenship from one or more defendants; (iii) the claims of the proposed class members, in the aggregate, exceed the sum or value of \$5,000,000 (exclusive

of interest and costs); and (iv) no exceptions to CAFA apply. *See* 28 U.S.C. §§ 1332(d)(2)(A) & 5(B); *see also Dart Cherokee Basin Operating Co. v. Owens*, 135 S. Ct. 547, 554 (2014) (explaining that “CAFA’s provisions should be read broadly, with a strong preference that interstate class actions should be heard in federal court if properly removed by any defendant.” (internal quotation marks omitted)).¹ These four conditions are satisfied here for the reasons set out below.

6. First, the number of members in the proposed class exceeds one hundred (100). Plaintiff filed this action as a “class action” within the meaning of 28 U.S.C. § 1332(d)(1)(b) because Plaintiff pleads that this civil action should be considered a class action under New Jersey law. (Compl. ¶ 32.) Plaintiff alleges that the putative class proposed in the Complaint involves “at least 50” Mortgage Loan Officers, “however variously titled” (collectively, “Loan Officers”) in New Jersey during the class period, which Plaintiff defines as “between two years prior to the filing of this Class Action Complaint and the date of final judgment in this matter. (*Id.* ¶¶ 36, 32.) Defendants’ records indicate that there were over one hundred (100) Loan Officers actively employed by Defendant in New Jersey over the last two years. (Declaration of Brian Houghton in Support of Defendants’ Notice of Removal (“Houghton Decl.”) ¶ 2.) Accordingly, there is no dispute that the number of putative class members in the class proposed by Plaintiff exceeds one hundred (100).

7. Second, Plaintiff is a citizen of the State of New Jersey, residing in Montclair Township, Essex County. (Compl. ¶ 12.) BANA is a national banking association under the laws of the State of Delaware, with its principal place of business in Charlotte, North Carolina.

¹ Defendants do not waive, and expressly reserves, all arguments that this matter is improper for both class certification and as a non-class representative action.

(Houghton Decl. ¶ 5.) BAC is a publicly-traded corporation with its principal place of business in Charlotte, North Carolina. (*Id.*) BANA and BAC’s headquarters—as well as the majority of their administrative, executive, and support functions—are centralized in Charlotte, North Carolina, and the companies control and direct their nationwide operations from North Carolina. (*Id.*) Pursuant to 28 U.S.C. § 1332(d)(10), both entities are citizens of North Carolina for purposes of removal jurisdiction. Accordingly, Plaintiff is a citizen of a state different from Defendants within the meaning of 28 U.S.C. §§ 1332(d)(2)(A).

8. Third, the claims asserted by the plaintiff class, aggregated as required by 28 U.S.C. § 1332(d)(2), exceed the necessary sum of \$5,000,000 “in controversy” within the meaning of 28 U.S.C. §1332(d)(2). Although Defendants expressly deny all of the allegations in the Complaint, further deny that Plaintiff may be a class representative of Mortgage Loan Officers “however variously titled,” and further deny that Plaintiff and/or any putative class member is entitled to any relief based on the allegations in the Complaint, given the size of the proposed class and the breadth of the claims alleged and relief sought, the amount put “in controversy” by this litigation exceeds \$5,000,000, based on the following reasonable assumptions:

- a. On average, over the last two years, Defendants actively employed approximately seventy (70) Loan Officers in New Jersey at any single point of time. (*Id.* ¶ 3.)
- b. The average base hourly wage of these Loan Officers is approximately twenty-seven U.S. dollars and fifty-five cents (\$27.55) (assuming a fifty-five (55)-hour workweek for the reasons set out below). (*Id.* ¶ 4.) New Jersey law requires any work done in excess of forty (40) hours per week

to be compensated at 1.5 times the hourly rate. N.J.S.A. 34:11-56a4.

Therefore, the average hourly overtime wage of all Loan Officers is forty-one U.S. dollars and thirty-three cents (\$41.33).

- c. The Complaint alleges that the putative class members were not paid overtime wages for hours worked in excess of forty (40) hours in a week. (Compl. ¶ 44.) Plaintiff alleges that “during most workweeks between August 2016 and December 2017, [Plaintiff] worked approximately 50 to 60 hours per week, but did not receive any overtime pay for any hours worked over 40.” (*Id.* ¶ 14.) Although Defendants deny this allegation, if true, and if all similarly situated class members worked, on average, fifty-five (55) hours a week, which includes fifteen (15) hours of overtime, for two years looking back from the date of filing of this lawsuit until the present, the potential damages at issue would be five million thirty four thousand twenty-one U.S. dollars and fifty-three cents (\$5,034,021.53).²
- d. Note that this calculation is conservative in that, among other things, it uses an artificially short time period.

9. Fourth, no CAFA exception applies to the present case. The “Local Controversy Exception” does not apply to the present case because neither Defendant is a citizen of New Jersey, the state in which the action was originally filed. *See* 28 U.S.C. § 1332(d)(4)(A)(i)(II)(cc). The “Home State Exception” also does not apply to the present case because neither Defendant is a citizen of New Jersey, the state in which the action was originally

filed. *See* 28 U.S.C. § 1332(d)(4)(B).

10. Accordingly, all of the requirements for federal jurisdiction under 28 U.S.C. § 1332(d) are satisfied, and removal of this action is proper under 28 U.S.C. §§ 1441, 1446, and 1453.

VENUE

11. Plaintiff's state court action was commenced in the Superior Court of New Jersey Law Division, Essex County, and pursuant to 28 U.S.C. §§ 84(c) and 1446(a), (b), and (c), may be removed to this United States District Court for the District of New Jersey, which embraces Essex County within its jurisdiction.

CONCLUSION

12. For the reasons discussed herein, pursuant to 28 U.S.C. §§ 1332 and 1441(d), and under the principles of CAFA jurisdiction, this state court action may be removed to Federal District Court.

13. In accordance with 28 U.S.C. § 1446(d), promptly after filing this Notice of Removal, Defendants will give written notice to Plaintiff and will file a copy of this Notice of Removal with the clerk of the State Court.

14. Defendants have sought no similar relief with respect to this matter.

15. By filing this Notice of Removal, Defendants do not waive any defenses that may be available to them (including, without limitation, any defenses relating to service, process, and

² Specifically, 70 individuals, multiplied by \$41.33 per hour, multiplied by 15 hours, multiplied by 116 weeks.

jurisdiction) and do not concede that the allegations in the Complaint state a valid claim under any applicable law.

16. Defendants reserve the right to amend or supplement this Notice of Removal in the event that additional grounds for removal become apparent.

WHEREFORE, notice is given that this action is removed from the State Court.

Dated: December 3, 2018
New York, New York

Respectfully submitted,

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EXHIBIT A

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Attorneys for Plaintiff

CHRIS VERITAS on behalf of himself
and all others similarly situated,

Plaintiff,

-against-

BANK OF AMERICA CORP. and BANK
OF AMERICA, N.A.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO.: ESX-L-

Civil Action

**CLASS ACTION COMPLAINT
AND JURY DEMAND**

Plaintiff Chris Veritas (“Plaintiff” or “Veritas”), individually and on behalf of all others similarly situated, as class representative, upon personal knowledge as to himself, and upon information and belief as to other matters, alleges as follows:

NATURE OF THE ACTION

1. This lawsuit seeks to recover overtime compensation for Plaintiff and similarly situated workers who have been employed by BANK OF AMERICA CORP. and BANK OF AMERICA, N.A. (collectively “Bank of America” or “Defendants”) in New Jersey.

2. Plaintiff and others similarly situated worked for Bank of America as Mortgage Loan Officers, however variously titled (“Loan Officers”), at its branch locations or central loan offices nationwide.

3. The primary duty of a Loan Officer is the sale of financial products including mortgages.

4. Loan Officers originate mortgages and other loan products, and have annual targets that they are required to meet based on volume of sales.

5. Loan Officers meet with customers regularly to sell mortgage loan products, are integrated with Bank of America retail branches, and obtain referrals from the branches.

6. Loan Officers use an automated computer system to determine customers' loan eligibility.

7. Loan Officers are subject to the same job descriptions and perform the same primary duties regardless of location.

8. Loan Officers are compensated based on a monthly draw plus commissions. They earn commissions based on sales volume.

9. In order to meet productivity requirements, Loan Officers regularly work in excess of 40 hours per week.

10. Bank of America does not compensate Loan Officers for all of the hours that they work in excess of 40 each week.

11. Plaintiff brings this action on behalf of himself and all similarly situated current and former Loan Officers who worked for Defendants in New Jersey as a class action pursuant to New Jersey Court Rule 4:32-1 law to remedy violations of the New Jersey State Wage and Hour Law, N.J.S.A §§ 34:11-56a *et seq.*, and the supporting regulations, N.J. Admin. Code §§ 12:56-1.1 *et seq.* (collectively, the "NJWHL").

THE PARTIES

Plaintiff

12. Plaintiff Chris Veritas is an adult individual who is a resident of Montclair Township, Essex County, New Jersey.

13. Veritas was employed by Defendants in Morristown, New Jersey as a Loan Officer from approximately August 2016 to December 2017.

14. During most workweeks between August 2016 and December 2017, Veritas worked approximately 50 to 60 hours per week, but did not receive any overtime pay for any hours worked over 40.

15. Throughout the relevant period, Veritas was a covered employee within the meaning of the NJWHL.

Defendants

16. Bank of America Corp. and Bank of America, N.A. jointly employed Plaintiff and similarly situated employees at all times relevant. Each Defendant has had substantial control over Plaintiff's working conditions, and over the unlawful policies and practices alleged herein.

Bank of America Corp.

17. Bank of America Corp. is a Delaware corporation with its principal place of business in Charlotte, North Carolina and doing business as a bank, mortgage lender, and financial institution nationwide and within the State of New Jersey.

18. Throughout the relevant period, Bank of America Corp. employed Plaintiff and similarly situated employees within the meaning of the NJWHL.

19. Bank of America Corp. has been a covered employer within the meaning of the NJWHL at all times relevant, employed and/or jointly employed Plaintiff and similarly situated employees.

20. At all times relevant, Bank of America Corp. maintained control, oversight and direction over Plaintiff and similarly situated employees, including timekeeping, payroll and other employment practices that applied to them.

21. Bank of America Corp. applies the same employment policies, practices, and procedures to all Loan Officers.

22. At all times relevant, Bank of America Corp.'s annual gross volume of sales made or business done was not less than \$500,000.

Bank of America, N.A.

23. Bank of America, N.A. is a nationally chartered banking association headquartered in Charlotte, North Carolina doing business as a bank, mortgage lender, and financial institution nationwide and within the State of New Jersey.

24. Bank of America, N.A. is a wholly owned subsidiary of Bank of America Corp.

25. Throughout the relevant period, Bank of America, N.A. employed Plaintiffs and similarly situated employees within the meaning of the NJWHL.

26. Bank of America, N.A. is a covered employer within the meaning of the NJWHL, and, at all times relevant, employed and/or jointly employed Plaintiffs and similarly situated employees.

27. At all times relevant, Bank of America, N.A. maintained control, oversight and direction over Plaintiffs and similarly situated employees, including timekeeping, payroll and other employment practices that applied to them.

28. Bank of America, N.A. applies the same employment policies, practices, and procedures to all Loan Officers.

29. At all times relevant, Bank of America, N.A.'s annual gross volume of sales made or business done was not less than \$500,000.

JURISDICTION AND VENUE

30. Defendants are within the jurisdiction of this Court. Defendants maintain offices in New Jersey. Defendants have obtained the benefits of the laws of the State of New Jersey and the New Jersey labor markets.

31. Venue is proper in Essex County under N.J. Court Rule 4:3-2 because Plaintiff

resides in Essex County and because during the relevant period, Defendants have or had offices in Essex County, and upon information and belief, currently perform business in Essex County.

CLASS ACTION ALLEGATIONS

32. Plaintiff brings the First Cause of Action, New Jersey Wage and Hour Law overtime pay claims pursuant to N.J.S.A. §§ 34:11-56a *et seq.* under Rule 4:32-1 on behalf of himself and all similarly situated persons who work or have worked for Defendants as Loan Officers at any location in New Jersey between two years prior to the filing of this Class Action Complaint and the date of final judgment in this matter (the “New Jersey Class”).

33. Excluded from the New Jersey Class are Defendants, Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Defendants; the Judge(s) to whom this case is assigned and any member of the Judges’ immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the New Jersey Class.

34. The members of the New Jersey Class (“New Jersey Class Members”) are readily ascertainable. The number and identity of the New Jersey Class Members are determinable from the Defendants’ records. The hours assigned and worked, the positions held, and the rates of pay for each New Jersey Class Member are also determinable from Defendants’ records. For purposes of notice and other purposes related to this action, their names and addresses are readily available from Defendants.

35. The New Jersey Class Members are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

36. Upon information and belief, the size of the New Jersey Class is at least 50 individuals.

37. The claims of Plaintiff are typical of the claims of the New Jersey Class he seeks to represent. Plaintiff and the New Jersey Class Members work or have worked for Defendants and have been subjected to its policy and pattern or practice of failing to pay overtime wages for hours worked in excess of 40 hours per week. Each Defendant acted and refused to act on grounds generally applicable to the New Jersey Class, thereby making declaratory relief with respect to the New Jersey Class appropriate.

38. Plaintiff will fairly and adequately represent and protect the interests of the New Jersey Class. Plaintiff understands that, as the class representative, he assumes a fiduciary responsibility to the New Jersey Class to represent its interests fairly and adequately. Plaintiff recognizes that as the class representative, he must represent and consider the interests of the New Jersey Class just as he would represent and consider his own interests. Plaintiff understands that in decisions regarding the conduct of the litigation and its possible settlement, he must not favor his own interests over those of the New Jersey Class. Plaintiff recognizes that any resolution of a class action lawsuit, including any settlement or dismissal thereof, must be in the best interests of the New Jersey Class. Plaintiff understands that in order to provide adequate representation, he must remain informed of developments in the litigation, cooperate with class counsel by providing them with information and any relevant documentary material in his possession, and testify, if required, in a deposition and in trial.

39. Plaintiff has retained counsel competent and experienced in complex class action employment litigation.

40. A class action is superior to other available methods for the fair and efficient adjudication of this litigation – particularly in the context of wage litigation like the present action, where an individual plaintiff may lack the financial resources to vigorously prosecute a

lawsuit in federal court against a corporate defendant. The New Jersey Class Members have been damaged and are entitled to recovery as a result of Defendants' common and uniform policies, practices, and procedures. Although the relative damages suffered by individual New Jersey Class Members are not de minimis, such damages are small compared to the expense and burden of individual prosecution of this litigation. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

41. This action is properly maintainable as a class action under Rule 4:32-1(b)(3).

There are questions of law and fact common to the New Jersey Class that predominate over any questions solely affecting individual New Jersey Class Members, including but not limited to:

- (a) whether Defendants violated the NJWHL;
- (b) whether Defendants failed to compensate Plaintiff and the New Jersey Class Members for hours worked in excess of 40 hours per workweek;
- (c) whether Plaintiff and the New Jersey Class Members qualify for an exemption to overtime payment under the law;
- (d) whether Defendants failed to keep true and accurate time and pay records for all hours worked by Plaintiff and the New Jersey Class Members, and other records;
- (e) the nature and extent of class-wide injury and the measure of damages for those injuries; and
- (f) whether Defendants' policy of failing to pay Plaintiff and New Jersey Class Members overtime was done willfully or with reckless disregard of the law.

CLASS-WIDE FACTUAL ALLEGATIONS

42. Throughout their employment with Defendants, Plaintiff and the New Jersey Class Members consistently worked more than 40 hours per week.

43. New Jersey Class Members' work projects were assigned to them by their superiors.

44. Defendants were aware that New Jersey Class Members worked more than 40 hours per workweek, yet Defendants failed to pay Plaintiff any overtime compensation for any of the hours worked over 40 in a workweek.

45. Defendants did not keep accurate records of hours worked by the New Jersey Class Members.

46. New Jersey Class Members' sales activities took place at local retail branches, at various central loan offices, or at their homes.

47. Loan Officers had regular weekly hours at their assigned branches, and scheduled appointments and met with customers there.

48. New Jersey Class Members' primary duties were non-exempt duties including:

- a. calling or meeting customers to solicit the sale of mortgage products;
- b. using an automated computer system to determine customers' loan eligibility; and
- c. soliciting new customers.

49. New Jersey Class Members' primary duty was not directly related to Defendants' or Defendants' customers' management or general business operations.

50. Plaintiff's primary duty did not include the exercise of discretion and independent judgment regarding matters of significance. In that regard, Plaintiff:

- a. Was not involved in planning Defendants' or Defendants' customers' long or short-term business objectives;
- b. could not formulate, affect, implement or interpret Defendants' or Defendants' customers' management policies or operating practices;

- c. did not carry out major assignments that affected Defendants' or Defendants' customers' business operations;
- d. did not have authority to commit Defendants or Defendants' customers in matters that have significant financial impact; and
- e. could not waive or deviate from Defendants' or Defendants' customers' established policies or procedures without prior approval.

51. Pursuant to corporate polices, Defendants have required, suffered, and permitted Plaintiff and the New Jersey Class Members to work hours beyond their regular schedules without proper pay.

52. Defendants have failed to keep, make, preserve, maintain, and furnish accurate records of all time worked by Plaintiff and the New Jersey Class Members and failed to furnish wage and hour records showing all hours worked or all wages earned and due for all work performed for labor or services rendered.

FIRST CAUSE OF ACTION
New Jersey Wage Law – Unpaid Overtime
(Brought on behalf of Plaintiff Veritas and the New Jersey Class)

53. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

54. Defendants engaged in a widespread pattern, policy, and practice of violating the NJWHL, as detailed in this Class Action Complaint.

55. Defendants' violations of the NJWHL, as described in this Class Action Complaint, have been willful and intentional.

56. At all times relevant, Plaintiff and the New Jersey Class Members were employees and Defendants were employers within the meaning of the NJWHL.

57. Defendants employed Plaintiff and the New Jersey Class Members in New Jersey within the meaning of the term “employ[s]” in the NJWHL.

58. Plaintiff and the New Jersey Class Members are “person[s]” within the meaning of the term “person[s]” in the NJWHL.

59. Plaintiff and the New Jersey Class Members were “employees” within the meaning of the term “employee[s]” in the NJWHL, including the definition of “employee” in NJWHL, N.J.S.A. § 34:11-4.1(b).

60. Plaintiff and the New Jersey Class Members were persons suffered or permitted to work by an employer (Defendants).

61. The overtime wage provisions of the NJWHL apply to Defendants and protect Plaintiff and the New Jersey Class Members.

62. Defendants failed to pay Plaintiff and the New Jersey Class Members overtime to which they are entitled under the NJWHL.

63. Defendants failed to keep, make, preserve, maintain, and furnish accurate records of time worked by Plaintiff and New Jersey Class Members and failed to furnish to each of them

64. their wage and hour records showing all wages earned and due for all work performed for labor or services rendered.

65. By Defendants’ knowing or intentional failure to pay Plaintiff and the New Jersey Class Members overtime wages for hours worked in excess of 40 hours per week, it has willfully violated the NJWHL.

66. Due to these violations, Plaintiff and the New Jersey Class Members are entitled to recover from Defendants unpaid overtime, reasonable attorneys’ fees and costs of the action, and pre-judgment and post-judgment interest.

PRAYER FOR RELIEF AND DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiff Veritas, individually, and on behalf of all other similarly situated persons, respectfully request that this Court grant the following relief:

67. Unpaid overtime pay, liquidated damages, and penalties as permitted by law pursuant to the NJWHL;
68. Certification of this case as a class action pursuant to N.J. Court Rule 4:32-1;
69. Designation of Plaintiff Veritas as representative of the New Jersey Class and counsel of record as Class Counsel;
70. Issuance of a declaratory judgment that the practices complained of in this Class Action Complaint are unlawful under the N.J.S.A § 34:11-56a, *et seq.* and the supporting New Jersey Department of Labor Regulations and Workforce Development Regulations;
71. Pre-judgment and post-judgment interest, as provided by law; and
72. A reasonable service award for Plaintiff to compensate him for his time spent attempting to recover wages for the New Jersey Class and for the risks he took in doing so;
73. Attorneys' fees and costs of action incurred herein, including expert fees;
74. Such other legal and equitable relief as this Court deems necessary, just, and proper.

Dated: September 4, 2018

GREEN SAVITS, LLC
Attorney for Plaintiff and the Class

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*Attorneys for Plaintiff and
the Putative Class*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues subject to trial by jury.

Dated: September 4, 2018

GREEN SAVITS, LLC

Attorney for Plaintiff and the Class

By: *s/ Glen D. Savits* _____

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*Attorneys for Plaintiff and
the Putative Class*

R. 1:38-7 CERTIFICATION

I hereby certify that all confidential personal identifiers have been redacted or not utilized in this pleading and that all subsequent papers submitted to the Court will not contain confidential personal identifiers.

Dated: September 4, 2018

GREEN SAVITS, LLC
Attorney for Plaintiff and the Class

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*Attorneys for Plaintiff and
the Putative Class*

R. 4:5-1 CERTIFICATION

I hereby certify that to the best of my knowledge, this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated at this time. I further certify that to the best of my knowledge, there are no other non-parties who should be joined in this action at this time.

Dated: September 4, 2018

GREEN SAVITS, LLC
Attorney for Plaintiff and the Class

By: *s/ Glen D. Savits* _____
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*Attorneys for Plaintiff and
the Putative Class*

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-006242-18

Case Caption: VERITAS CHRIS VS BANK OF AMERICA
CORP .

Case Initiation Date: 09/04/2018

Attorney Name: GLEN D SAVITS

Firm Name: GREEN SAVITS LLC

Address: 25 B VREELAND RD STE 207

FLORHAM PARK NJ 07932

Phone:

Name of Party: PLAINTIFF : Veritas, Chris

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: EMPLOYMENT (OTHER THAN CEPA OR LAD)

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

09/04/2018

Dated

/s/ GLEN D SAVITS

Signed

ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 776-9300
COURT HOURS 8:30 AM - 4:30 PM

DATE: SEPTEMBER 04, 2018
RE: VERITAS CHRIS VS BANK OF AMERICA CORP .
DOCKET: ESX L -006242 18

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON DEBORAH M. GROSS-QUATRONE

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (973) 776-9300.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: GLEN D. SAVITS
GREEN SAVITS LLC
25 B VREELAND RD STE 207
FLORHAM PARK NJ 07932

ECOURTS

GREEN SAVITS, LLC
Glen D. Savits, Esq. (029921982)
25B Vreeland Road, Suite 207
Florham Park, NJ 07932
Telephone: (973) 695-7777
Attorneys for Plaintiff

CHRIS VERITAS, on behalf of himself and all
others similarly situated,

Plaintiff,

-against-

BANK OF AMERICA CORP. and BANK OF
AMERICA, N.A.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO.: ESX-L-006242-18

Civil Action

WAIVER OF SERVICE OF PROCESS
Acknowledgment of Service

I have received your request to waive service of process in this action along with a copy of the summons, complaint, civil case information statement, and track assignment notice.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.


I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of service of process.

I understand that acknowledgment of service should have the same effect as if the entity I represent had been properly served in accordance to Rule 4 of the Rules Governing the Courts of the State of New Jersey.

I also understand that I, or the entity I represent, must file and serve an answer within 35 days of receipt of the documents. If I fail to do so, a default judgment may be entered against me or the entity I represent.

Dated: 11/5/18

BANK OF AMERICA CORP.
[Printed name of party waiving service]



Jeffrey I. Kohn
O'Melveny & Myers LLP
Times Square Tower
7 Times Square
New York, NY 10036
jkohn@omm.com
Tel: (212) 326-2067

GREEN SAVITS, LLC
Glen D. Savits, Esq. (029921982)
25B Vreeland Road, Suite 207
Florham Park, NJ 07932
Telephone: (973) 695-7777
Attorneys for Plaintiff

CHRIS VERITAS, on behalf of himself and all
others similarly situated,

Plaintiff,

-against-

BANK OF AMERICA CORP. and BANK OF
AMERICA, N.A.,

Defendants.

SUPERIOR COURT OF NEW JERSEY
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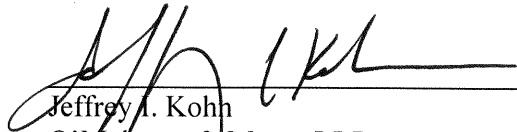
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Dated: 11/5/18

BANK OF AMERICA, N.A.
[Printed name of party waiving service]



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7 Times Square
New York, New York 10036
Tel.: (212) 326-2000
Fax: (212) 326-2061

*Attorneys for Defendants Bank of America, N.A.
and Bank of America Corp.*

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY**

CHRIS VERITAS, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BANK OF AMERICA CORP. and BANK OF
AMERICA, N.A.,

Defendants.

Civil Action No. _____

DECLARATION OF BRIAN HOUGHTON
IN SUPPORT OF DEFENDANTS'
NOTICE OF REMOVAL

I, Brian Houghton, state as follows:

1. I am currently employed by Bank of America, N.A. ("BANA") in the job title HR Analytics and Data Governance Consultant II, and am authorized to make this declaration in BANA's behalf. The facts set forth in this declaration are based on my own personal knowledge and/or my review of BANA's personnel records as they are maintained in the ordinary course of business. If called as a witness, I could and would competently testify to the facts set forth in this declaration. I am over 18 years of age.

2. According to BANA's records that I have reviewed, BANA has employed over one hundred (100) unique individuals as Loan Officers in New Jersey over the last two (2) years.

3. BANA has employed approximately seventy (70) unique individuals, on average, as Loan Officers at any single point in time over the last two (2) years in New Jersey.

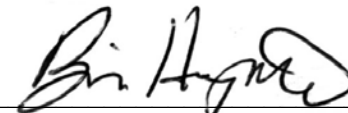
4. The average weekly pay (base plus incentive compensation) for these individuals across all positions they held is approximately one thousand five hundred fifteen U.S. dollars and forty-four cents (\$1,515.44) which, when divided by fifty-five (55) hours, works out to a base hourly rate of twenty-seven U.S. dollars and fifty-five cents (\$27.55).

5. BANA is a national banking association under the laws of the United States of America. Over at least the last two years, BANA and Bank of America Corporation ("BAC") are and have been headquartered in – and have maintained their principal places of business – in Charlotte, North Carolina. Over at least the last two years, BANA and BAC's corporate officers have directed, controlled, and coordinated their activities from their Charlotte, North Carolina headquarters, where the majority of their executive and administrative functions are performed.

6. BANA is a wholly-owned subsidiary of BANA Holding Corporation, which is a wholly-owned subsidiary of BAC North America Holding Company, which is a wholly-owned subsidiary of NB Holdings Corporation, which is a wholly-owned subsidiary of BAC.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 3rd day of December, 2018, at Charlotte, North Carolina.



Brian Houghton

CIVIL COVER SHEET

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

CHRIS VERITAS, on behalf of himself and all others similarly situated,

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Justin Swartz, Deirdre Aaron, Nina Martinez, Outten Golden LLP, 685 Third Ave, 25th Fl., New York, NY 10017, 212-245-1000; Troy Kessler, Shulman Kessler LLP, 534 Broadhollow Rd, Ste 275, Melville, NY 11747, 631-499-9100; Gregg I. Shavitz, Paolo Meireles, Shavitz Law Group, P.A., 951 Yamaoto Rd, Ste 285, Boca Raton, FL 33431, 800-616-4000; Michael Palitz, Shavitz Law Group, 830 3rd Ave, 5th Fl., New York, NY 10022, 800-616-4000

DEFENDANTS

BANK OF AMERICA CORP. and BANK OF AMERICA, N.A.,

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

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

Attorneys (If Known)

Jeffrey I. Kohn, O'MELVENY & MYERS LLP, Times Square Tower, 7 Times Square, New York, NY 10036, 212-326-2000

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)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location. Includes categories like Citizen of This State, Citizen of Another State, and Foreign Nation.

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

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER 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): Class Action Fairness Act, 28 U.S.C. §§ 1332(d)
Brief description of cause: New Jersey Wage and Hour Law, N.J.S.A. §§ 34:11-56(a) et seq. and N.J. Admin. Code §§ 12:56-1.1 et seq.

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 12/3/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Jeffrey I. Kohn

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

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 Loan Officers Owed Unpaid Overtime, Lawsuit Alleges](#)
