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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DEHNI WATTS, as an individual and on behalf
of all other aggrieved situated,

Plaintiff,

vs.

BANK OF AMERICA, NATIONAL
ASSOCIATION, a North Carolina Corporation;
and DOES 1 through 100,

Defendants.

Case No. 30-2018-01007390-CU-OE-CXC

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*)**

UNLIMITED CIVIL CASE

CX-101

1 Plaintiff Dehni Watts (“Plaintiff”) on behalf of herself and aggrieved employees, hereby
2 brings this First Amended Representative Action against Defendants Bank of America, National
3 Association, a North Carolina Corporation; and DOES 1 to 100 (collectively “Defendants”),
4 inclusive, and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under Labor Code § 2698 *et seq.* This
8 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
9 amount in controversy exceeds this Court's jurisdictional minimum.

10 **VENUE**

11 2. Venue as to each Defendant is proper in this judicial district pursuant to California
12 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
13 complained of herein occurred in the County of Orange. Further, at all times relevant herein
14 Plaintiff was employed by Defendants within Orange County.

15 **PARTIES**

16 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
17 Plaintiff was and currently is, a California resident, residing in the county of Orange. During
18 statute of limitations period, Plaintiff was employed by Defendants as a non-exempt employee in
19 Orange County.

20 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
21 year preceding the submission of Plaintiff’s correspondence referenced in Paragraph 16 below,
22 and continuing to the present, Defendants did (and do) business by operating an international
23 banking and financial services company, and employed Plaintiff and other situated non-exempt
24 employees within Orange County and the State of California and, therefore, were (and are)
25 doing business in Orange County and the State of California

26 5. Plaintiff is informed and believes, and thereon alleges, that at all times
27 mentioned herein, Defendants were licensed to do business in California and the County of
28

1 Orange, and were the employers of Plaintiff and the aggrieved employees (as defined in
2 Paragraph 13).

3 6. Plaintiff does not know the true names, capacities, relationships and/or the extent
4 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
5 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
6 fictitious names. Plaintiff prays for leave to amend this Representative Action Complaint when
7 the true names and capacities are known. Plaintiff is informed and believes, and based thereon
8 alleges, that each fictitiously named defendant is and was responsible in some way for the alleged
9 wage and hour violations and other wrongful conduct which subjected Plaintiff and the aggrieved
10 employees, as defined below, to the illegal employment practices, wrongs and injuries
11 complained of herein. All references in this Complaint to "Defendants" shall be deemed to
12 include all DOE Defendants.

13 7. At all times herein mentioned, each of said Defendants participated in the doing
14 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
15 Defendants, and each of them, were the agents, servants, and employees of each and every one
16 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
17 were acting within the course and scope of said agency and employment. Defendants, and each
18 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
19 omissions complained of herein.

20 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
21 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

22 9. At all times mentioned herein, Defendants, and each of them, were members of
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
25 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
26 aggrieved employees (as defined in Paragraph 13).

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FIRST CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

14. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

15. Defendants have committed several Labor Code violations against Plaintiff and aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the following Labor Code violations:

- a. Failing to pay all required meal period premium payments to Plaintiff and aggrieved employees in violation of Labor Code §§ 226.7, 512, and 558;
- b. Failing to timely pay all final wages due to Plaintiff and aggrieved employees in violation of Labor Code § 226;
- c. Failing to furnish Plaintiff and aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

16. On or around May 14, 2018, Plaintiff notified Defendant Bank of America, National Association, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 15 (a)-(c). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

17. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the

1 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
2 she is entitled to receive under California Labor Code § 2699.

3 **PRAYER**

4 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose
5 behalf this suit is brought against Defendants, jointly and severally, as follows:

6 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
7 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
8 2699(a) and (f) including, but not limited to: 1) \$100.00 for each initial violation for each failure
9 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
10 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
11 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
12 pursuant to Labor Code § 558 per employee per pay period, plus an amount sufficient to recover
13 the unpaid wages owed to each aggrieved employee; (3) \$100.00 for each initial violation and
14 \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
15 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
16 to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation
17 and \$200 for each subsequent violation per employee per pay period for those violations of the
18 Labor Code for which no civil penalty is specifically provided, based on the following Labor
19 Code violations;


20 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
21 2699(g), and Code of Civil Procedure § 1021.5; and

22 3. For such other and further relief the Court may deem just and proper.

23
24 Dated: June 5, 2019

Respectfully submitted,
HAINES LAW GROUP, APC

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26 By: _____


Paul K. Haines
Attorneys for Plaintiff

