

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

LEIGH ANNE LOPEZ, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

TRI COUNTIES BANK, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV2100094

**SECOND AMENDED COMPLAINT FOR
DAMAGES FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

Complaint Filed: January 25, 2021

1 Plaintiff Leigh Anne Lopez (“Plaintiff”) hereby submits this Second Amended Complaint
2 (“Complaint”) against Defendant Tri Counties Bank and Does 1 through 50 (collectively,
3 “Defendants”), on behalf of herself and aggrieved employees of Defendants for penalties for
4 failure to properly calculate the regular rate of pay for purposes of paying overtime and sick pay,
5 failure to pay all minimum and overtime wages for hours worked, failure to pay all wages owed
6 upon separation of employment, failure to provide off-duty rest breaks, failure to correctly
7 calculate the regular rate of compensation by not including the value of non-discretionary
8 remuneration when paying aggrieved employees meal and rest period premiums; and failure to
9 provide accurate itemized wage statements under California Labor Code statutes as follows:

10 **INTRODUCTION**

11 1. This class action is within the Court’s jurisdiction under California Labor Code §
12 2698, *et seq.*

13 2. This Complaint challenges systemic illegal employment practices resulting in
14 violations of the California Labor Code and Business and Professions Code against individuals
15 who worked for Defendants.

16 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
17 jointly and severally, have acted intentionally and with deliberate indifference and conscious
18 disregard to the rights of all employees by failing to properly calculate the regular rate of pay for
19 purposes of paying overtime and sick pay, pay all minimum and overtime wages for hours
20 worked, pay all wages owed upon separation of employment, provide off-duty rest breaks, and
21 provide accurate itemized wage statements to Plaintiff and other employees.

22 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 have engaged in, among other things a system of willful violations of the California Labor Code
24 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
25 customs that knowingly deny employees the above stated rights and benefits.

26 **JURISDICTION AND VENUE**

27 5. The Court has jurisdiction over the violations of the California Labor Code §
28 2698, *et seq.*

6. Venue is proper in Humboldt County because Plaintiff worked for Defendants in Eureka, California.

PARTIES

7. Plaintiff was employed by Defendants as an Assistant Branch Manager at Defendants' bank from about December 2017 to about September 2020. Plaintiff worked as an hourly, non-exempt employee.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-203, 204, 226, 226.7, 246, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the applicable IWC Wage Orders.

9. Plaintiff is informed and believes, and based thereon alleges, that Tri Counties Bank was and is a California corporation that maintains operations in the State of California, including in Humboldt County, California.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code.

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants and employees of each of the other defendants, as

1 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
2 course and scope of said agency and employment.

3 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
4 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
5 joint venturer of, or working in concert with each of the other co-Defendants and was acting
6 within the course and scope of such agency, employment, joint venture, or concerted activity. To
7 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
8 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
9 Defendants.

10 14. At all times herein mentioned, Defendants, and each of them, were members of,
11 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
12 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

13 15. At all times herein mentioned, the acts and omissions of various Defendants, and
14 each of them, concurred and contributed to the various acts and omissions of each and all of the
15 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
16 herein mentioned, Defendants, and each of them, ratified each and every act or omission
17 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
18 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
19 damages as herein alleged.

20 **FIRST CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

22 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
23 **AGAINST ALL DEFENDANTS)**

24 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
25 though fully set forth herein.

26 17. Plaintiff brings this cause of action as a proxy for the State of California and in
27 this capacity, seeks penalties on behalf of all Aggrieved Employees from January 15, 2020,
28 through the present, for Defendants' violations of Labor Code §§ 201-203, 204, 226, 226.7, 246,

510, 558, 1194, 1197, and 1197.1, arising from Defendants’ policy and practice of: (a) failing to pay employees overtime wages for all hours worked, or at the correct regular rate of pay that included all non-discretionary remuneration in violation of Labor Code §§ 201-203, 510, 558, and 1194; (b) failing to pay employees sick pay at the correct regular rate of pay that included all non-discretionary remuneration in violation of Labor Code §§ 201-203 and 246; (c) failing to pay all minimum, regular, and overtime wages owed for off-the-clock work in violation of Labor Code §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (d) failing to provide off-duty rest periods to employees who worked 3.5 hours or longer in one shift and/or pay rest period premiums in lieu thereof in violation of Labor Code §§ 201-203 and 226.7; (e) failing to correctly calculate the regular rate of compensation by not including the value of non-discretionary remuneration when paying aggrieved employees meal and rest period premiums; and (f) failing to provide accurate, itemized wage statements in violation of Labor Code § 226.

18. On or about January 15, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201-203, 204, 226, 226.7, 246, 510, 558, 1194, 1197, and 1197.1, pursuant to Labor Code § 2698, *et seq.*, the Private Attorneys General Act (“PAGA”). Again, on May 31, 2022, Plaintiff submitted a supplemental notice to the LWDA regarding Defendant’s alleged violations of Labor Code §§ 201, 202, 203, 226, and 226.7, which focused on her allegations regarding Defendant’s alleged failure to correctly calculate the regular rate of compensation by not including the value of non-discretionary remuneration when paying aggrieved employees meal and rest period premiums. To date, the LWDA has not responded to Plaintiff’s written notice.

19. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants’ violation of Labor Code §§ 201-203, 204, 226, 226.7, 246, 510, 558, 1194, 1197, and 1197.1, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

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

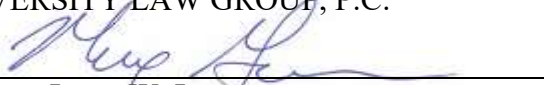
2. Upon the First Cause of Action, for civil penalties according to proof pursuant to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

3. On all causes of action for attorneys' fees and costs as provided by California Labor Code § 2699, and Code of Civil Procedure § 1021.5; and

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

DATED: June 6, 2022

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff and the Aggrieved
Employees

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On June 6, 2022, I served the following document(s) described as: **SECOND AMENDED COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Carrie Bushman
cbushman@cookbrown.com
Alexis Gabrielson
agabrielson@cookbrown.com
Linda Johnston
ljohnston@cookbrown.com
COOK BROWN LLP
2407 J Street, Second Floor
Sacramento, CA 95816
Attorneys for Defendant Tri Counties Bank

 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 6, 2022, at Los Angeles, California.



Erika Mejia