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16 MIRANDA AND THE PROPOSED CLASSES

17 **IN THE UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 **WESTERN DIVISION**

20 **CV 09-01553** **MMW AJWx**

21 ERIKA MIRANDA, INDIVIDUALLY AND
22 ON BEHALF OF ALL OTHERS SIMILARLY
23 SITUATED,

24 PLAINTIFF,

25 VS.

26 CITIBANK, N.A., A NATIONAL BANK,
27 AND DOES 1 THROUGH 10 , INCLUSIVE

28 DEFENDANTS.

CASE NO:

**CLASS/COLLECTIVE ACTION
COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF AND
DAMAGES FOR:**

1. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF FEDERAL LAW (FAIR LABOR STANDARDS ACT, 29 U.S.C. §§ 201, ET. SEQ.);
2. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF CALIFORNIA LAW (LABOR

FILED
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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

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CODE §§ 510 AND 1194 AND IWC WAGE ORDER(S));

- 3. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF CALIFORNIA LAW (LABOR CODE §§ 226, 1174, 1174.5 AND IWC WAGE ORDER(S));
- 4. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF CALIFORNIA LAW (LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER(S));
- 5. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF CALIFORNIA LAW (LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER(S));
- 6. WAITING TIME PENALTIES IN VIOLATION OF CALIFORNIA LAW (LABOR CODE SECTION §§ 201, 202 & 203);
- 7. VIOLATION OF BUSINESS AND PROFESSION CODE §§ 17200, ET. SEQ.

CLASS ACTION

COLLECTIVE ACTION

DEMAND FOR JURY TRIAL

Plaintiff ERIKA MIRANDA (hereinafter referred to as "Plaintiff"),
individually and on behalf of all others similarly situated in her class and

1 representative actions against Defendants, complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is a class/collective action brought by Plaintiff on behalf of
4 herself and on behalf of the proposed classes identified below. Plaintiff and the
5 putative class members were employed by Defendant in the position of "Bank at
6 Work Relationship Manager" or some similar title ("BWRM"). As a BWRM,
7 Plaintiff and the putative class members are or were covered non-exempt
8 employees under Federal and California wage and hour law and, as such, were
9 entitled to payment of overtime premium pay, the provision of meal and rest
10 periods, and the receipt of itemized wage statements.
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14 2. The Collective Class is made up of all persons employed by
15 Defendant as BWRMs at any time in the United States during the three year time
16 period prior to the filing of this Complaint, through the date of final disposition of
17 this matter (the "Collective Class Period").
18

19
20 3. The California Class is made up of all persons employed by
21 Defendant as BWRMs at any time in California during the four year time period
22 prior to the filing of this Complaint, through the date of final disposition of this
23 matter (the "California Class Period").
24

25 4. During the Collective Class Period and the California Class Period,
26 Defendant failed to pay appropriate compensation, including overtime
27

1 compensation, to each member of the Proposed Class as required by Federal and
2 California law. Plaintiff seeks relief for the California Class pursuant to the
3 applicable California wage and hour laws, rules, regulations, and Wage Orders of
4 the Industrial Welfare Commission, and California Business and Professions Code
5 § 17200, et. seq. Plaintiff seeks relief for the Collective Class under the Fair Labor
6 Standards Act.
7
8

9 5. Plaintiff petitions this Court to allow her to represent and prosecute
10 claims against Defendant in a class/representative action proceeding on behalf of
11 all of those similarly situated.
12

13 THE PARTIES

14 6. Plaintiff is informed and believes and based thereon alleges that at all
15 times mentioned herein defendant Citibank, N.A., (hereinafter the "Company" or
16 "Defendant"), was, and is, a national bank, doing business in the State of
17 California, County of Los Angeles.
18

19 7. At all times herein mentioned, and at the time the cause of action
20 arose, Plaintiff and Representative Erika Miranda (hereinafter "Plaintiff") was an
21 individual and resident of the County of Los Angeles, State of California, and at all
22 relevant times was employed by Defendant in the County of Los Angeles. Plaintiff
23 brings this class/collective action on behalf of herself and other current and former
24 employees of Defendant who are similarly situated.
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FACTUAL ALLEGATIONS

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2 18. Defendant misclassified its BWRMs as salaried employees who were
3 "exempt" from Federal and California wage and hour laws and regulations.

4
5 Defendant should have classified its BWRMs as hourly employees who were not
6 "exempt" from Federal and California wage and hour laws and regulations.

7 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff
8 and the members of the proposed California Class and the proposed Collective
9 Class routinely worked more than eight (8) hours per day and more than forty (40)
10 hours per week. Despite working these long hours and as a result of misclassifying
11 its BWRMs, Defendant: (1) failed to compensate them for overtime, in violation of
12 Federal and California law; (2) failed to provide the California Class with accurate
13 itemized wage statements identifying the number of hours worked, in violation of
14 California law; (3) failed to provide the California Class with appropriate rest
15 periods, in violation of California law; (4) failed to provide the California Class
16 with appropriate meal periods, in violation of California law; and (5) failed to
17 make prompt payment of all wages due when Plaintiff and other members of the
18 California Class ended their employment with Defendant, in violation of California
19 law. Additionally, Defendant unlawfully failed to pay Plaintiff and other members
20 of the California Class one hour of pay on those occasions when they were not
21 provided with or were not allowed to take their uninterrupted meal and/or rest
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1 2003. Plaintiff's employment with Defendant ended on or about July 9, 2008.

2 24. During the time she was employed by Defendant, Plaintiff was
3 employed as a BWRM.
4

5 25. During her employment, Plaintiff worked more than eight (8) hours in
6 a day and more than forty (40) hours in a week and Defendant failed to pay
7 Plaintiff premium overtime pay.
8

9 26. At no time before, during, or after her employment did Plaintiff enter
10 into a written agreement with Defendant with respect to the taking of an on-the-job
11 paid meal period.
12

13 27. Defendant either failed to provide or regularly failed to allow Plaintiff
14 to take: (1) an uninterrupted 30 minute meal period when employed for a work
15 period of more than 5 hours per day as required by Labor Code §§ 512 and 226.7;
16 and (2) a second uninterrupted 30 minute meal period when employed for a work
17 period of more than 10 hours per day as required by Labor Code §§ 512 and 226.7;
18 and (3) a ten (10) minute rest period for every four (4) hours worked. In this
19 regard, Defendant knew or should have known that its employees, including
20 Plaintiff, were not being provided with or were not being allowed to take their
21 meal and rest periods and Defendant did not take steps to address the situation.
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25 28. Defendant unlawfully failed to pay Plaintiff one hour of pay on those
26 occasions when she was not provided with or was not allowed to take her
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1 uninterrupted meal and/or rest periods.

2 29. In violation of Labor Code § 203, Defendant did not pay

3 Plaintiff her total wages owed following the termination of her employment.

4 Hence, a waiting time penalty, in addition to the wages owed, in the amount equal
5 to 30 days' of her total wages is due to Plaintiff.
6

7 30. In violation of California law (Labor Code §§ 226, 1174 & 1174.5 and
8 IWC wage order(s)), Defendant failed to provide itemized wage statements to
9 Plaintiff.
10

11 **COLLECTIVE ACTION ALLEGATIONS**

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13 31. Plaintiff brings this action on behalf of herself and other employees
14 similarly situated as authorized Section 16(b) of the FLSA, 29 U.S.C. § 216(b).

15 The employees similarly situated are:

16
17 **Collective Class:** All persons employed by Defendant as BWRMs at any
18 time in the United States during the three year time
19 period prior to the filing of this Complaint, through the
20 date of final disposition of this matter.
21

22 32. Plaintiff and the Collective Class members are similarly situated in
23 that they have substantially similar job requirements and pay provisions, are
24 subject to Defendant's common practice, policy, or plan of unlawfully
25 characterizing Collective Class members as "exempt" employees and refusing to
26

1 pay them overtime in violation of the FLSA.

2 33. The First Claim for Relief for violations of the FLSA may be brought
3 and maintained as an "opt-in" collective action pursuant to §16(b) of the FLSA, 29
4 U.S.C. §216(b), since the claims of the Plaintiff are similar to the claims of the
5 Collective Class members.
6

7 34. The names and addresses of the Collective Class members are
8 available from Defendant's records. Notice should be provided to the Collective
9 Class members via first class U.S. mail, e-mail, and posting in the offices where
10 they have worked as soon as possible.
11

12 CLASS ACTION ALLEGATIONS

13 35. Plaintiff brings the Second, Third, Fourth, Fifth, Sixth, and Seventh
14 Claims for Relief for violation of California's wage and hour and unfair
15 competition laws as a class action, pursuant to Fed. R. Civ. P. 23 (a), (b)(2), and
16 (b)(3), on behalf of all California Class members, defined in paragraph 3.
17

18 36. The California Class is so numerous that joinder of all members is
19 impracticable. Plaintiff is informed and believes and on that basis alleges, that
20 during the California Class Period, Defendant has employed at least one hundred
21 persons who satisfy the definition of the California Class.
22

23 37. Common questions of law and fact exist as to members of the
24 California Class, including, but not limited to, the following:
25
26

1 measure of restitution recoverable by members of the California Class.

2 38. Plaintiff's claims are typical of the California Class members' claims.
3 Plaintiff, like other California Class members, was subjected to Defendant's policy
4 and practice of refusing to pay overtime in violation of California law. Plaintiff's
5 job duties were typical of those of other California Class members.
6

7 39. Plaintiff will fairly and adequately represent and protect the interests
8 of the California Class. Plaintiff has retained counsel competent and experienced
9 in complex class actions, wage and hour matters, and state and federal labor and
10 employment litigation.
11

12 40. Class certification of the Second, Third, Fourth, Fifth, Sixth, and
13 Seventh Claims for Relief is appropriate pursuant to Fed. R. Civ. P. 23(b)(2)
14 because Defendant has acted or refused to act on grounds generally applicable to
15 the California Class, making appropriate declaratory and injunctive relief with
16 respect to Plaintiff and the California Class members as a whole. Plaintiff and the
17 California Class members are entitled to injunctive relief to end Defendant's
18 common and uniform practice of failing to properly compensate its employees for
19 all overtime work performed for the benefit of Defendant.
20

21 41. Class certification of the Second, Third, Fourth, Fifth, Sixth, and
22 Seventh Claims for Relief is also appropriate under Fed. R. Civ. P. 23(b)(3)
23 because questions of law and fact common to the California Class predominate
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1 over any questions affecting only individual members of the California Class, and
2 because a class action is superior to other available methods for the fair and
3 efficient adjudication of this litigation. Defendant's common and uniform policies
4 and practices unlawfully treat members of the California Class as exempt from
5 overtime pay requirements. The damages suffered by individual California Class
6 members are small compared to the expense and burden of individual prosecution
7 of this litigation. In addition, class certification is superior because it will obviate
8 the need for unduly duplicative litigation that might result in inconsistent
9 judgments about Defendant's practices.

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13 42. Plaintiff intends to send notice to all members of the California Class
14 consistent with the requirements of Fed. R. Civ. P. 23.

15
16 **FIRST CLAIM FOR RELIEF**

17 **FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF**
18 **FEDERAL LAW (FAIR LABOR STANDARDS ACT 29 U.S.C. §§ 207 ET.**
19 **SEQ.)**

20
21 **(On Behalf of Plaintiff and the Collective Class)**

22 **(Against All Defendants)**

23
24 43. Plaintiff re-alleges and incorporates by reference paragraphs 1 through
25 42, as though set forth in full.

26 44. Plaintiff consents in writing to be a party to this action, pursuant to 29

1 U.S.C. §216(b) and 256. Plaintiff's written consent is attached as Exhibit "A."

2 Plaintiff anticipates that as this case proceeds, other individuals will sign consent
3 forms and join as plaintiffs.
4

5 45. At all relevant times, Defendant has been, and continues to be, an
6 "employer" engaged in interstate commerce and/or in the production of goods for
7 commerce, within the meaning of the FLSA, 29 U.S.C. §203.
8

9 46. The FLSA requires each covered employer such as Defendant to
10 compensate all non-exempt employees at a rate of not less than one and one-half
11 times the regular rate of pay for work performed in excess of forty (40) hours per
12 work week.
13

14 47. During her employment with Defendant, within the applicable statute
15 of limitations, Plaintiff and other Collective Class members worked in excess of
16 forty (40) hours per work week. Despite the hours worked by Plaintiff and other
17 Collective Class members, Defendant willfully, in bad faith, and in knowing
18 violation or reckless disregard of the FLSA, failed and refused to pay them the
19 appropriate overtime compensation for all the hours worked as well as those in
20 excess of forty (40) per week.
21
22

23 48. By failing to compensate Plaintiff and the other Collective Class
24 members at a rate not less than one and one-half times the regular rate of pay for
25 work performed in excess of forty (40) hours in a workweek, Defendant has
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1 violated and continues to violate the FLSA, 29 U.S.C. §§ 201 et. seq., including 29
2 U.S.C. § 207(a)(1) and § 215(a).

3 49. By failing to accurately record, report, and/or preserve records of
4 hours worked by Plaintiff and other Collective Class members, Defendant has
5 failed to make, keep, and preserve records with respect to each of the their
6 employees sufficient to determine their wages, hours, and other conditions and
7 practices of employment, in violation of the FLSA, 29 U.S.C. §§ 201 et. seq.,
8 including 29 U.S.C. § 211(c) and § 215(a).

9 50. The foregoing conduct, as alleged, constitutes a willful violation of
10 the FLSA, within the meaning of 29 U.S.C. § 255(a).

11 51. Plaintiff, on behalf of herself and the Collective Class, seek damages
12 in the amount of their respective unpaid compensation, including overtime
13 compensation, liquidated damages from three years immediately preceding the
14 filing of this action, plus interest and costs as allowed by law, pursuant to 29
15 U.S.C. §§ 216(b) and 255(a), and such other legal and equitable relief as the Court
16 deems just and proper.

17 52. Plaintiff, on behalf of herself and the Collective Class, seek recovery
18 of her attorneys' fees and costs to be paid by Defendant, as provided by the FLSA,
19 29 U.S.C. §216(b).

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1 of pay of an employee.

2 55. At all times herein set forth, California Labor Code § 1198 provided
3 that it is unlawful to employ persons for longer than the hours set by the Industrial
4 Welfare Commission (“IWC”). At all times herein set forth, the IWC Wage Order
5 applicable to Defendant and its employees (including Plaintiff and the class
6 members) provides that:
7

- 8
- 9 A. Employee working in excess of eight hours in one workday and any
10 work in excess of 40 hours in any one workweek and the first eight
11 hours worked on the seventh day of work in any one workweek shall
12 be compensated at the rate of no less than one and one-half times the
13 regular rate of pay for an employee;
14
- 15 B. Employee working in excess of 12 hours in one day shall be
16 compensated at the rate of no less than twice the regular rate of pay
17 for an employee; and
18
- 19 C. Employee working in excess of eight hours on any seventh day of a
20 workweek shall be compensated at the rate of no less than twice the
21 regular rate of pay of an employee.
22

23 56. During the relevant time period, Defendant failed to pay premium
24 overtime wages to Plaintiff and the other members of the proposed class.
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26 57. Defendant’s failure to pay Plaintiff and other members of the
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1 proposed class the unpaid balance of overtime compensation as required by
2 California state law, violates the provisions of California Labor Code §§ 510 and
3 1198 and is therefore unlawful.
4

5 58. Pursuant to Labor Code § 1194, Plaintiff and other members of the
6 proposed class are entitled to recover their unpaid overtime compensation as well
7 as interest, costs and attorneys' fees.
8

9 59. As a result of Defendants' failure to pay Plaintiff and the other
10 members of the proposed class their unpaid overtime compensation as alleged
11 herein, Plaintiff and the other member of the proposed class are entitled to interest
12 on their unpaid wages from the date they were due as provided in § 218.6 of the
13 California Labor Code.
14

15 60. As a result of Defendant's conduct as alleged herein, Plaintiff and the
16 other members of the proposed class are entitled to reasonable attorneys' fees and
17 costs of suit as provided in §218.5 of the California Labor Code and California
18 Code of Civil Procedure §1021.5.
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1 thousand dollars (\$4,000.00)), and an award of costs and reasonable attorneys' fees
2 pursuant to California Labor Code § 226(e) and California Code of Civil Procedure
3 §1021.5.
4

5 65. Pursuant to Labor Code § 226(g), Plaintiff and the proposed class
6 members are also entitled to seek injunctive relief requiring Defendant to comply
7 with Labor Code § 226(a).
8

9 **FOURTH CLAIM FOR RELIEF**

10 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF**
11 **CALIFORNIA LAW (LABOR CODE §§ 218.5, 226.7, 512 AND IWC WAGE**
12 **ORDER(S))**
13

14 **(On Behalf of Plaintiff and the California Class)**

15 **(Against All Defendants)**
16

17 66. Plaintiff realleges and incorporates by reference paragraphs 1 through
18 42, 54 through 60, and 62 through 65 as though set forth in full.

19 67. At all times herein set forth, California Labor Code § 218 authorizes
20 employees to sue directly for any wages or penalty due to them under the Labor
21 Code.
22

23 68. At all times herein set forth, the Industrial Welfare Commission
24 ("IWC") Wage Orders and California Labor Code §§ 226.7(a) and 512(a) were
25 applicable to Defendant and its employees including Plaintiff and the other
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1 may be waived by mutual consent of both the employer and the employee if the
2 first meal period was not waived.

3 72. At all times herein set forth, the relevant IWC Wage Order provides
4 that no employer shall employ any person for a work period of more than five (5)
5 hours without a meal period of not less than 30 minutes, except that when a work
6 period of not more than six (6) hours will complete the day's work the meal period
7 may be waived by mutual consent of the employer and the employee. Unless the
8 employee is relieved of all duty during a 30 minute meal period, the meal period
9 shall be considered an "on duty" meal period and counted as time worked. An "on
10 duty" meal period shall be permitted only when the nature of the work prevents an
11 employee from being relieved of all duty and when by written agreement between
12 the parties an on-the-job paid meal period is agreed to. The written agreement shall
13 state that the employee may, in writing, revoke the agreement at any time.

14 73. Plaintiff is informed and believes, and thereon alleges, that Defendant
15 did not have a policy and practice authorizing and permitting the required
16 uninterrupted meal periods for its BWRMs. Defendant, instead, treated BWRMs
17 (including Plaintiff and the other members of the proposed class) as exempt
18 employees who did not qualify for uninterrupted meal periods mandated by law for
19 non-exempt employees. During the relevant time, Defendant either allowed or
20 required Plaintiff and the other members of the proposed class, who did not legally
21

1 waive their meal periods, to work for a period of time longer than six (6) hours
2 without a meal period and, as such Plaintiff and the other members of the proposed
3 class did not get their meal periods.
4

5 74. During the relevant time, Defendant either allowed or required
6 Plaintiff and the other members of the proposed class, who did not legally waive
7 their meal periods, to work for a period of time longer than twelve (12) hours
8 without a meal period and, as such, Plaintiff and the other members of the
9 proposed class did not get their meal periods.
10

11 75. During the relevant time, Defendant knew or should have known that
12 its employees, including Plaintiff and the other members of the proposed class,
13 were not being provided with and not being allowed to take their meal periods.
14

15 76. During the relevant time, Defendant failed to pay Plaintiff and the
16 other members of the proposed class one (1) hour of pay at the employees' regular
17 rate of compensation for each workday that a meal period was not provided.
18

19 77. Pursuant to the relevant IWC Wage Order and California Labor Code
20 Section 226.7(b), Plaintiff and the other members of the proposed class are entitled
21 to recover from Defendant one (1) hour of pay at the employees' regular rate of
22 compensation for each workday that a meal period was not provided.
23

24 78. Plaintiff and the other members of the proposed class are entitled to
25 recover from Defendant an award of interest, costs and reasonable attorneys' fees
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1 pursuant to California Labor Code §§ 218.5 and 218.6 and California Code of Civil
2 Procedure §1021.5.

3 **FIFTH CLAIM FOR RELIEF**

4 **FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF**
5 **CALIFORNIA LAW (LABOR CODE §§ 218.5, 226.7, AND IWC WAGE**
6 **ORDER(S))**

7
8 **(On Behalf of Plaintiff and the California Class)**

9
10 **(Against All Defendants)**

11 79. Plaintiff realleges and incorporates by reference paragraphs 1 through
12 42, 54 through 60, 62 through 65, and 67 through 78 as though set forth in full.

13 80. At all times herein set forth, California Labor Code § 218 authorizes
14 employees to sue directly for any wages or penalty due to them under the Labor
15 Code.
16

17 81. At all times herein set forth, the Industrial Welfare Commission
18 (“IWC”) Wage Orders and California Labor Code §§ 226.7 was applicable to
19 Defendant and its employees including Plaintiff and the other members of the
20 proposed class.
21

22 82. At all times herein set forth, California Labor Code § 226.7(a)
23 provides that no employer shall require an employee to work during any rest period
24 mandated by an applicable order of the California Industrial Welfare Commission.
25
26

1 At all times herein set forth, California Labor Code §226.7(b) provides that if an
2 employer fails to provide an employee a rest period, the employer shall pay the
3 employee one additional hour of pay at the employee's regular rate of
4 compensation for each work day that the rest period is not provided.
5

6 83. At all times herein set forth, the relevant IWC Wage Order further
7 provides that every employer shall authorize and permit all employees to take rest
8 periods, which insofar as practicable shall be in the middle of each work period.
9 The authorized rest period time shall be based on the total hours worked daily at
10 the rate of ten (10) minutes net rest time per four (4) hours or major fraction
11 thereof. Authorized rest period time shall be counted as hours worked for which
12 there shall be no deduction from wages. If an employer fails to provide an
13 employee a rest period in accordance with the applicable provisions of this order,
14 the employer shall pay the employee one (1) hour of pay at the employee's regular
15 rate of compensation for each workday that the rest period is not provided.
16
17
18

19 84. Plaintiff is informed and believes, and thereon alleges, that Defendant
20 did not have a policy and practice authorizing and permitting the required rest
21 breaks for its BWRMs. Defendant, instead, treated BWRMs (including Plaintiff
22 and the other members of the proposed class) as exempt employees who did not
23 qualify for rest periods mandated by law for non-exempt employees.
24
25

26 85. During the relevant time, Defendant knew or should have known that
27

1 its employees, including Plaintiff and the other members of the proposed class,
2 were not being provided with and not being allowed to take their rest periods.

3
4 86. During the relevant time, Defendant failed to pay Plaintiff and the
5 other members of the proposed class one (1) hour of pay at the employees' regular
6 rate of compensation for each workday that a rest period was not provided.

7
8 87. Pursuant to the relevant IWC Wage Order and California Labor Code
9 Section 226.7(b), Plaintiff and the other members of the proposed class are entitled
10 to recover from Defendant one (1) hour of pay at the employees' regular rate of
11 compensation for each workday that a rest period was not provided.

12
13 88. Plaintiff and the other members of the proposed class are entitled to
14 recover from Defendant an award of interest, costs and reasonable attorneys' fees
15 pursuant to California Labor Code §§ 218.5 and 218.6 and California Code of Civil
16 Procedure §1021.5.

17
18 **SIXTH CLAIM FOR RELIEF**

19
20 **WAITING TIME PENALTIES IN VIOLATION OF CALIFORNIA LAW**

21 **(LABOR CODE SECTION §§ 201, 202 & 203)**

22 **(On Behalf of Plaintiff and the California Class)**

23
24 **(Against All Defendants)**

25 89. Plaintiff realleges and incorporates by reference paragraphs 1 through
26 42, 54 through 60, 62 through 65, 67 through 78, and 80 - 88 as though set forth in
27

1 full.

2 90. At all times herein set forth, California Labor Code § 218 authorizes
3 employees to sue directly for any wages or penalty due to them under the Labor
4 Code.
5

6 91. At all times herein set forth, California Labor Code §§ 201 and 202
7 provide that if an employer discharges an employee, the wages earned and unpaid
8 at the time of discharge are due and payable immediately, and if an employee quits
9 his or her employment, his or her wages shall become due and payable not later
10 than seventy-two (72) hours thereafter, unless the employee has given seventy-two
11 (72) hours previous notice of his or her intention to quit, in which case the
12 employee is entitled to his or her wages at the time of quitting.
13
14

15 92. During the relevant time period, Defendant failed to pay
16 Plaintiff and the other members of the proposed class, who are no longer employed
17 by Defendant, their wages earned and unpaid at the time of discharge or within
18 seventy-two (72) hours of their leaving defendants' employ.
19
20

21 93. California Labor Code § 203 provides that if an employer willfully
22 fails to pay earned but unpaid wages, in accordance with California Labor Code §§
23 201 and 202, any wages of the employee shall continue as a penalty from the due
24 date thereof at the same rate until paid or until an action is therefore commenced;
25 but the wages shall not continue for more than thirty (30) days. Suit may be filed
26
27

1 for these penalties at any time before the expiration of the statute of limitations on
2 an action for the wages from which the penalties arise.

3
4 94. Plaintiff and the other members of the proposed class are entitled to
5 recover from defendants the statutory penalty for each day that they were not paid
6 at their regular rate of pay up to a thirty (30) day maximum pursuant to California
7 Labor Code § 203.

8
9 95. Plaintiff and the other members of the proposed class are entitled to
10 recover from Defendant an award of interest, costs and reasonable attorneys' fees
11 pursuant to California Labor Code §§ 218.5 and 218.6 and California Code of Civil
12 Procedure § 1021.5.

13
14 **SEVENTH CLAIM FOR RELIEF**

15
16 **UNFAIR BUSINESS ACTS AND PRACTICES IN VIOLATION OF**
17 **BUSINESS AND PROFESSION CODE §§ 17200 ET. SEQ.**

18 **(On Behalf of Plaintiff and the California Class)**

19
20 **(Against All Defendants)**

21 96. Plaintiff realleges and incorporates by reference paragraphs 1 through
22 95 as if they were set forth again herein.

23
24 97. The foregoing conduct, as alleged, violates the California Unfair
25 Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200 *et seq.* Section
26 17200 of the Cal. Bus. & Prof. Code prohibits unfair competition by prohibiting,
27

1 in one day shall be compensated at the rate of no less than twice the regular rate of
2 pay for an employee. In addition, any work in excess of eight hours on any
3 seventh day of a workweek shall be compensated at the rate of no less than twice
4 the regular rate of pay of an employee."
5

6 100. Defendant's course of conduct, acts, and practices in violation of
7 the California laws mentioned in the above paragraph constitute a separate and
8 independent violation of the UCL. Defendant's conduct described herein violates
9 the policy or spirit of such laws or otherwise significantly threatens or harms
10 competition.
11

12 101. The unlawful and unfair business practices and acts of Defendant,
13 described above, have injured the California Class members in that they were
14 wrongfully denied the payment of earned overtime wages.
15

16 102. Plaintiff, on behalf herself and the California Class, seeks recovery
17 of attorneys' fees and costs of this action to be paid by Defendant, as provided by
18 the UCL and California Labor Code §§ 218, 218.5, and 1194.
19

20 103. Plaintiff, on behalf of herself and the California Class, seeks
21 restitution in the amount of the respective unpaid wages earned and due at rate not
22 less than one and one-half times the regular rate of pay for work performed in
23 excess of forty hours in a workweek, or eight hours in a day, and double the
24 regular rate of pay of work performed in excess of twelve hours per day.
25
26
27

1 Q. Attorneys' fees and costs of suit, including expert fees and costs.

2
3 DATE: MARCH 4 2009

THE LEWIS LAW FIRM

4
5
6
7 By: 

8 ANTHONY LEWIS
9 ATTORNEY FOR PLAINTIFF
10 ERIKA MIRANDA AND THE PROPOSED
11 CLASSES

12
13 DATE: MARCH 5 2009

HELMER FRIEDMAN LLP

14
15
16 By: 

17 ANDREW H. FRIEDMAN, P.C.
18 ATTORNEY FOR PLAINTIFF
19 ERIKA MIRANDA AND THE PROPOSED
20 CLASSES

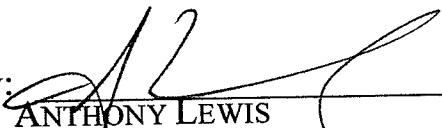
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PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff Erika Miranda hereby demands a trial by jury.

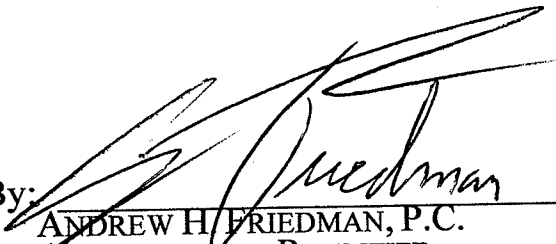
DATE: MARCH 4/2009

THE LEWIS LAW FIRM

By: 
ANTHONY LEWIS
ATTORNEY FOR PLAINTIFF
ERIKA MIRANDA AND THE PROPOSED
CLASSES

DATE: MARCH 5 2009

HELMER FRIEDMAN LLP

By: 
ANDREW H. FRIEDMAN, P.C.
ATTORNEY FOR PLAINTIFF
ERIKA MIRANDA AND THE PROPOSED
CLASSES

EXHIBIT

“A”

Exhibit “A”

Page 36

EXHIBIT A

1 **THE LEWIS LAW FIRM**
2 ANTHONY B. LEWIS, CA BAR NO. 237354
3 8265 W. SUNSET BLVD., SUITE 209
4 WEST HOLLYWOOD, CA 90046
5 TELEPHONE: 323.848.9992
6 FACSIMILE: 310.887.4799
7 alewis@lewisla.com

8 **HELMER • FRIEDMAN, LLP**
9 ANDREW H. FRIEDMAN, P.C., CA BAR NO. 153166
10 723 OCEAN FRONT WALK
11 VENICE, CALIFORNIA 90291
12 TELEPHONE: (310) 396-7714
13 FACSIMILE: (310) 396-9215
14 afriedman@helmerfriedman.com

15 ATTORNEYS FOR PLAINTIFF ERIKA
16 MIRANDA AND THE PROPOSED CLASSES

17 **IN THE UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**
19 **WESTERN DIVISION**

20 **ERIKA MIRANDA, INDIVIDUALLY AND**
21 **ON BEHALF OF ALL OTHERS SIMILARLY**
22 **SITUATED,**

23 **PLAINTIFF,**

24 **VS.**

25 **CITIBANK, N.A., A NATIONAL BANK,**
26 **AND DOES 1 THROUGH 100, INCLUSIVE**

27 **DEFENDANTS.**

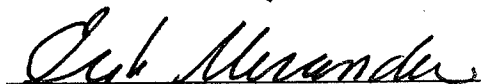
28 **CASE No:**

**ERIKA MIRANDA'S FLSA
CONSENT FORM**

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I, Erika Miranda, am a current or former employee of CITIBANK,
N.A. ("Citibank"). I wish to be included as a party in the pay claims being
asserted against Citibank by current and former Citibank employees and I hereby
give consent to ANTHONY B. LEWIS of THE LEWIS LAW FIRM and
ANDREW H. FRIEDMAN of HELMER • FRIEDMAN, LLP, or such other
representatives as they may designate, to bring suit against Citibank on my behalf
under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

Date: March 4, 2009


Erika Miranda

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Margaret M. Morrow and the assigned discovery Magistrate Judge is Andrew J. Wistrich.

The case number on all documents filed with the Court should read as follows:

CV09- 1553 MMM (AJWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

THE LEWIS LAW FIRM
ANTHONY B. LEWIS, CA BAR NO. 237354
8265 W. SUNSET BLVD., SUITE 209
WEST HOLLYWOOD, CA 90046
TELEPHONE: 323.848.9992
FACSIMILE: 310.887.4799

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Erika Miranda, Individually and on Behalf of All
Others Similarly Situated,

PLAINTIFF(S)

v.

Citibank, N.A., a National Bank, and Does 1
Through 10 , Inclusive

DEFENDANT(S).

CASE NUMBER

CV09-01553

MMMA

AJWX

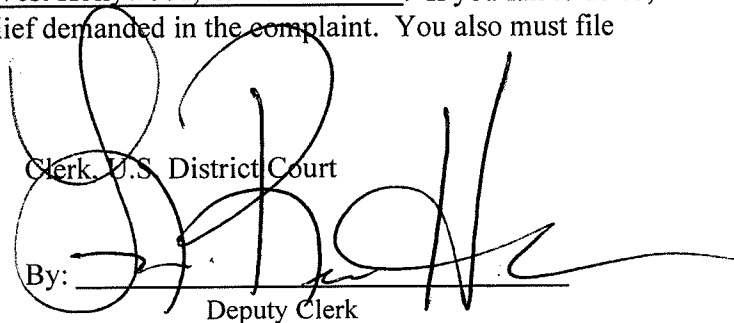
SUMMONS

TO: DEFENDANT(S): Citibank, N.A.

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, ANTHONY B. LEWIS, whose address is The Lewis Law Firm, 8265 W. Sunset Blvd., Suite 209, West Hollywood, CA 90046. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: MAR - 5 2009

Clerk, U.S. District Court
By: 
Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

THE LEWIS LAW FIRM
ANTHONY B. LEWIS, CA BAR NO. 237354
8265 W. SUNSET BLVD., SUITE 209
WEST HOLLYWOOD, CA 90046
TELEPHONE: 323.848.9992
FACSIMILE: 310.887.4799

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Erika Miranda, Individually and on Behalf of All
Others Similarly Situated,

PLAINTIFF(S)

v.

Citibank, N.A., a National Bank, and Does 1
Through 10, Inclusive

DEFENDANT(S).

CASE NUMBER

CV09-01553

MMMM AJWX

SUMMONS

TO: DEFENDANT(S): Citibank, N.A.

A lawsuit has been filed against you.

Within 20 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, ANTHONY B. LEWIS, whose address is The Lewis Law Firm, 8265 W. Sunset Blvd., Suite 209, West Hollywood, CA 90046. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

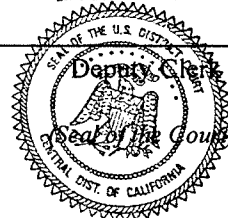
Clerk, U.S. District Court

MAR - 5 2009

Dated: _____

By: _____

LA'REE HORN



1192

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/> ERIKA M. MIRANDA	DEFENDANTS CITIBANK, N.A.
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Anthony Lewis, The Lewis Law Firm, 8265 W. Sunset Blvd., Suite 209 West Hollywood, CA 90046, Tel. (323) 848-9992 Andrew Friedman, Helmer Friedman LLP, 723 Ocean Front Walk, Venice, CA 90291, Tel. (310) 396-7714	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="border: none;">Citizen of This State</td> <td style="border: none; text-align: center;">PTF DEF <input type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;">PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2 <input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5 <input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF <input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input 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
Citizen of This State	PTF DEF <input type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF <input type="checkbox"/> 4 <input type="checkbox"/> 4										
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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. 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 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ in excess of \$5 million

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Fair Labor Standards Act, 29 U.S.C. sec. 201 et seq. Failure to pay overtime wages

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <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"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <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 Loan (Excl. 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 REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS 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 Fed. 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-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS 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 BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <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
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FOR OFFICE USE ONLY: Case Number: P CV09-01553

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
If yes, list case number(s): _____

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? No Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. **VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, ~~Santa Barbara~~, or San Luis Obispo Counties
Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date

03-02-09

Notice to Counsel/Parties: The CV-71 (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. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))