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**WRITERS EXT:
1009**

June 9, 2026
CA3911

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency CAPITAL ONE, NATIONAL ASSOCIATION
Online Filing

CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201,
202, 203, 204, 210, 226(a), 226(a)(2), 226(a)(8), 226.7, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation
of Applicable Industrial Welfare Commission Wage Order(s) brought
Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Donovan Moore (“Plaintiff”) and all other Aggrieved Employees of Capital One, National Association (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Capital One, National Association in California, including any employees staffed with Capital One, National Association by a third party, and classified as non-exempt employees during the time period of June 9, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant as a Café Ambassador in California from July of 2022 to June 2, 2026. Plaintiff was classified as non-exempt, and was paid on an hourly basis. Plaintiff worked at one of Defendant’s Capital One Café locations in the Hollywood area of Los Angeles. A Capital One Café is a hybrid space that combines a traditional bank branch with a public coffee shop and co-working lounge, featuring craft coffee, comfortable work spaces, and non-pressure banking assistance. Plaintiff’s job duties included, but were not limited to, assisting customers with opening and/or closing debit or checking accounts, removing holds from customer accounts, assisting customers with credit card inquiries, providing tours of the café, escorting customers to the restroom entrance which requires a code, and ordering beverages for customers. Plaintiff’s typical shift was Monday through Thursday (7:20 a.m. to 3:50 p.m.) and Sunday (9:30 a.m. to 6:30 p.m.).

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Plaintiff's time was recorded on the "Workday" mobile application via his cell phone or company computer. Plaintiff manually entered time into "Workday" that, for the most part, was consistent with his shift times. Manual entry of Plaintiff's time was enabled by Defendant's "Workday" timekeeping system in that Plaintiff and other Aggrieved Employees checked boxes indicating the start and end time that they worked (eg. 7:20 a.m. to 3:50 p.m.). This led to some instances, as set forth below, where compensable time was not recorded on "Workday" because Defendant discouraged employees from working overtime. Indeed, Plaintiff was advised by his superiors that overtime needed to be approved. Ultimately, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant, as set forth below.

For example, during the PAGA Period Plaintiff and other Aggrieved Employees did not always receive compliant meal breaks and rest breaks which violated Cal. Labor Codes Sections 226.7 and 512. Plaintiff's meal breaks should have been taken by the 5th hour of his shift but sometimes, due to short staffing and/or not enough floor support to handle café customers, they were taken later than the 5th hour. Sometimes, even when Plaintiff was able to take a timely meal break, his meal breaks were nonetheless interrupted, such as when a manager would interrupt Plaintiff's meal break by instructing him to deal with café customer issues or customers themselves asking Plaintiff for assistance. Plaintiff also missed his meal breaks entirely from time to time. Plaintiff's rest breaks were also late, interrupted or missed entirely for generally the same reasons, that is, too many customer issues combined with short staffing. During the PAGA Period, Plaintiff did not receive the premium payments he was entitled to for the meal and rest break violations he suffered.

Furthermore, Plaintiff and other Aggrieved Employees worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. As set forth above, while clocked out and trying to enjoy his meal breaks, Plaintiff was sometimes interrupted with various work-related issues that caused uncompensated off the clock work to occur. Plaintiff also had uncompensated off the clock work that occurred prior to his shift, such as facilitating security check measures to make sure no one was in the café and it was safe to open to the public. It should be noted that this particular café was in a relatively high traffic area of Hollywood, with several issues related to crime and homelessness reported over the years. Moreover, Plaintiff participated in a work group chat while off the clock that included his manager regarding issues such as whether store hours the next day might be affected by local fires or a movie premiere in the nearby theater. Plaintiff also sometimes worked 5-20 minutes after his shift ended in order to help a customer and provide great customer service. Not all of this time was recorded on the "Workday" application.

Defendant further failed to timely pay all wages due to Plaintiff and other Aggrieved Employees in violation of Labor Code sections 204 and 210. These violations

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stem from Defendant's failure to timely pay all wages owed, including unpaid off-the-clock wages, minimum wages, overtime wages, and meal and rest period premiums.

Plaintiff and the Aggrieved Employees were paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant from time to time failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a) because, for example, time spent working off the clock was not included in Plaintiff's total hours worked. Defendant also violated Labor Code section 226(a)(2) by issuing wage statements containing back pay entries without identifying the corresponding hours worked and applicable rate of pay. For example, during the pay period November 9, 2025 through November 22, 2025, Defendant issued a wage statement reflecting a "**Miscellaneous Earnings**" payment of \$750.14 without identifying the hours or rate associated with that payment. See **Exhibit #1** which is a true and correct copy of the wage statement for the aforementioned pay period. Plaintiff further alleges that Defendant from time to time failed to provide accurate wage statements to him and other Aggrieved Employees in violation of California Labor Code section 226(a) such as not including all non-discretionary compensation into the regular rate for purposes of calculating Plaintiff's correct overtime and sick pay rate during certain pay periods resulting in violations of Labor Code Sections 246 and 510. For example, during the pay period November 23, 2025 through December 6, 2025, Plaintiff earned overtime and also earned a "**15% Shift Differential**", which was not factored into Plaintiff's regular rate. The failure to include the aforementioned shift differential wages into Plaintiff's regular rate resulted in an underpayment of overtime during that pay period which occurred during the PAGA Period. Defendant also violated California Labor Code section 226(a)(8) by not naming the correct legal entity that employed Plaintiff.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were instances where he had to use his personal cell phone for work related reasons, as set forth above, such as the work group chat that included his manager regarding issues such as whether store hours the next day might be affected by local fires or a movie premiere in the nearby theater. Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in June of 2026, in violation of California Labor Code Sections 201-204. Defendant also

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failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.