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April 21, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
1111 POLARIS PARKWAY
COLUMBUS, OH 43240

Re: *Dolbear v. JPMorgan Chase Bank, National Association et al.*

Dear JPMorgan Chase Bank, National Association and Does 1 through 100:

This office represents Billi Jo Dolbear. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§17200 et seq., including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

Defendants DOES 1 through 100 are the owners, principals, and/or managing agents of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION and are personally liable under Labor Code section 558.1 for all wage and hour violations as they acted on behalf of the employer and violated or caused to be violated provisions regulating minimum wages and hours of work.

This action is on behalf of Plaintiff and other aggrieved employees to recover wages from Defendants due to Defendants' failure to provide compliant meal breaks and rest periods (or pay the statutory compensation due), to pay minimum wages, to reimburse business expenses, to provide accurate employment records, and unfair competition.

Defendants have violated the law with respect to Plaintiff and other current and former aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her and other aggrieved employees for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against JPMorgan Chase Bank, National Association and Does 1 through 100 on behalf of herself and other aggrieved employees. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims on behalf of herself and other aggrieved employees include, but are not limited to:

A. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(Labor Code §226.7; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to authorize and permit Plaintiff and other aggrieved employees to take uninterrupted ten (10) minute rest periods for every four (4) hours worked or major fraction thereof as required by law. Plaintiff was entitled to two (2) ten-minute rest breaks per day, but her rest breaks were interrupted approximately forty percent (40%) of the time by work duties, understaffing, and employer pressure. Defendants DOES 1 through 100, as owners, principals, and/or managing agents of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, are personally liable under Labor Code section 558.1 for these rest period violations as they acted on behalf of the employer in establishing and maintaining the unlawful practices. Despite these violations, Plaintiff and other aggrieved employees were not provided with one (1) hour of pay at their regular rate of compensation for each workday that a compliant rest period was not authorized and permitted.

By virtue of Defendants' unlawful failure to authorize and permit rest periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO PROVIDE MEAL PERIODS
(Labor Code §§226.7, 512; IWC Wage Order No. 4)

Defendants intentionally and improperly failed to provide Plaintiff and other aggrieved employees with compliant uninterrupted thirty (30) minute meal periods as required by law. Plaintiff and other aggrieved employees were required to clock out for meal breaks even when they were not actually taking meal breaks, resulting in off-the-clock work. Defendants DOES 1 through 100, as owners, principals, and/or managing agents of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, are personally liable under Labor Code section 558.1 for these meal period violations as they acted on behalf of the employer in establishing and maintaining the unlawful practices. Despite these violations, Plaintiff and other aggrieved employees were not provided with one (1) hour of pay at their regular rate of compensation for each workday that a compliant meal period was not provided.

By virtue of Defendants' unlawful failure to provide meal periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO PAY MINIMUM WAGE

(Labor Code §§1194, 1197; IWC Wage Order No. 4)

Defendants willfully failed to pay Plaintiff and other aggrieved employees the applicable minimum wage rates. Specifically, Defendants' systematic failure to pay meal and rest period premiums resulted in Plaintiff and other aggrieved employees effectively being paid below minimum wage during affected pay periods. When premium pay is owed but not paid, the total compensation for the pay period divided by total hours worked falls below the applicable minimum wage. These unpaid premiums reduced Plaintiff's and other aggrieved employees' effective hourly compensation below the state-mandated minimum wage. Defendants DOES 1 through 100, as owners, principals, and/or managing agents of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, are personally liable under Labor Code section 558.1 for these minimum wage violations as they acted on behalf of the employer in establishing and maintaining the unlawful practices.

By virtue of Defendants' unlawful failure to pay minimum wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown but which exceed the jurisdictional limits of the Court. Pursuant to Labor Code §1194.2, Plaintiff and other aggrieved employees are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

D. FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code §2802; IWC Wage Order No. 4)

Defendants were aware that Plaintiff was using her personal cellular telephone for work-related purposes, including communicating with managers, customers, and colleagues, and responding to work communications, but failed to indemnify Plaintiff for all her business-related expenses in accordance with Labor Code §2802. Defendants were also aware that Plaintiff purchased work uniforms required by Defendants. While Defendants provided a stipend of $150 per year toward uniform purchases, Plaintiff's actual uniform expenses exceeded the $150 annual stipend provided by Defendants. Defendants failed to reimburse Plaintiff for uniform expenses exceeding the $150 stipend as required by Labor Code §2802.

Upon information and belief, other aggrieved employees have similarly been required to use their personal cellular telephones and purchase work uniforms without proper reimbursement. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants maintained a practice of not reimbursing Plaintiff and other aggrieved employees for work-related expenses that they incurred in using their cellular phones and purchasing uniforms for work-related purposes.

Plaintiff and other aggrieved employees suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

E. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Labor Code §1198.5)

Defendants failed to allow Plaintiff and other aggrieved employees to inspect and copy their employment records as required by Labor Code §1198.5. On March 5, 2026, Plaintiff made a written demand for access to her employment records, including personnel files, payroll records, timekeeping records, wage statements, and all other employment-related documentation. Despite this written demand, Defendants have refused to produce such records, denying Plaintiff and other aggrieved employees their statutory right to review their personnel files, payroll records, and other employment documentation.

By virtue of Defendants' unlawful failure to provide access to employment records, Plaintiff and other aggrieved employees have been required to retain legal assistance and have incurred costs and expenses to exercise and enforce their statutory rights. Plaintiff and other aggrieved employees are entitled to penalties of $750.00 and attorney's fees as provided by Labor Code §1198.5(k) and (l).

F. UNFAIR COMPETITION
(Business & Professions Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other aggrieved employees. All the acts described are violations of, among other things, the Labor Code and IWC Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§17200 et seq.

Plaintiff and other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and other aggrieved employees have been deprived by means of the above-described unfair and unlawful business practices.

G. ADDITIONAL PENALTIES
(Violations of Labor Code §§201-204, 510, 512, 1194, 1197, 2802, 226.7)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq*. By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

Kevin A. Lipeles, Esq.