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FILED
 Superior Court of California
 County of Los Angeles
06/30/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: S. Drew Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

RAKISHA WASHINGTON, an individual and
 on behalf of all others similarly situated;

Plaintiff,

vs.

WELLS FARGO BANK, NATIONAL
 ASSOCIATION; and DOES 1 through 50,

Defendants.

Case No.: 26STCV13464

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) WAGE STATEMENT PENALTIES
 (LABOR CODE § 226);**
- (2) WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (3) CIVIL PENALTIES UNDER THE
 CALIFORNIA PRIVATE
 ATTORNEYS GENERAL ACT
 (LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff RAKISHA WASHINGTON (“Plaintiff”), on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants WELLS FARGO BANK, NATIONAL ASSOCIATION, and
4 DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of penalties under California Labor Code §§ 201-203, 226, 246, 2698, *et*
9 *seq.* This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court
10 has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy
11 exceeds \$25,000.

12 2. Venue is proper in this judicial district because Defendants maintain offices, have
13 agents, and/or transact business in the State of California, including Los Angeles County, and some
14 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
15 Plaintiff was employed by Defendants within Los Angeles County.

16 **PARTIES**

17 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
18 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
19 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
20 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
21 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-203,
22 226, 246, 2698, *et seq.*

23 4. Plaintiff is informed and believes, and based thereon alleges, that during the
24 applicable statute of limitations for each cause of action pled herein and continuing to the present,
25 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
26 similarly-situated non-exempt employees within Los Angeles County, and the State of California
27 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

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5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

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

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

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

10. During the relevant time period, Defendants employed Plaintiff as an hourly-paid, non-exempt employee as a personal banker in Los Angeles, California.

1 11. Labor Code § 246 mandates employers to comply with various requirements with
2 respect to the provision of paid sick leave to employees. Labor Code § 246(l) provides employers
3 with two options to calculate non-exempt employees' paid sick leave rate of pay: "(l) For the
4 purposes of this section, an employer shall calculate paid sick leave using any of the following
5 calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as
6 the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not
7 the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt
8 employees shall be calculated by dividing the employee's total wages, not including overtime
9 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of
10 employment. . . ."

11 12. During the relevant time period, Defendants improperly calculated the sick leave rate
12 of pay owed to Plaintiff and other non-exempt employees by failing to incorporate all non-
13 discretionary remuneration into the sick leave pay rate calculation under either the Section 246(l)(1)
14 or the Section 246(l)(2) methods and underpaid paid sick leave wages to Plaintiff and other
15 aggrieved employees.

16 13. For the payroll on pay period ending ("PPE") October 18, 2025, Plaintiff was paid
17 15.5 hours of paid sick leave. Then for the payroll on PPE February 7, 2026, Plaintiff was paid a
18 non-discretionary quarterly incentive in the amount of \$448.21 which was earned during the period
19 of October 1, 2025 to December 31, 2025. Concurrently, Defendant trued up the regular rate of pay
20 on this incentive and retroactively paid the regular rate of pay on overtime worked and rest period
21 premiums paid between October 1, 2025 and December 31, 2025, but failed to retroactively pay the
22 regular rate of pay on the 15.5 hours of paid sick leave paid for PPE October 18, 2025. Thus,
23 Defendants did not calculate the paid sick leave rate of pay "in the same manner as the regular rate
24 of pay for the workweek in which the employee uses paid sick time, whether or not the employee
25 actually works overtime in that workweek" under the Section 246(l)(1) method.

26 14. For the payroll on PPE February 7, 2026, Plaintiff was paid a non-discretionary
27 quarterly incentive in the amount of \$448.21. Then on February 21, 2026, Plaintiff's straight-time
28 hourly rate was \$25.3 per hour and Plaintiff was paid for three hours of paid sick leave in the

1 amount of \$25.3 per hour. Thus, Defendants did not calculate the paid sick leave rate of pay by
2 “dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
3 hours worked in the full pay periods of the prior 90 days of employment” under the Section
4 246(1)(2) method.

5 15. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
6 wages earned and unpaid at the time of discharge are due and payable immediately, and if an
7 employee quits his or her employment, his or her wages shall become due and payable not later than
8 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
9 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
10 quitting. During the relevant time period, Defendants failed to pay non-exempt employees all paid
11 sick leave wages due to them within any time period specified by Labor Code §§ 201 and 202 as
12 discussed above.

13 16. Labor Code § 226 requires employers to make, keep and provide complete and
14 accurate itemized wage statements to their employees. During the relevant time period, Defendants
15 did not provide non-exempt employees with complete and accurate itemized wage statements
16 because of the underpayment of paid sick leave wages as discussed above.

17 **CLASS ACTION ALLEGATIONS**

18 17. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
19 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 20 a. Section 246(1)(1) Class: All non-exempt employees of Defendants who received a
21 non-discretionary incentive that was earned over a period greater than a pay period
22 (e.g., monthly, quarterly, or annual incentives) and was paid sick leave wages during
23 the same period in which the non-discretionary incentive was earned during the
24 period from September 27, 2025 to the date of class certification.
- 25 b. Section 246(1)(2) Class: All non-exempt employees of Defendants who was paid sick
26 leave wages within 90 days of receiving a non-discretionary incentive that was
27 earned over a period greater than a pay period (e.g., monthly, quarterly, or annual
28 incentives) from September 27, 2025 to the date of class certification.

1 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be impractical, if not impossible. The membership of the Classes is
3 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
4 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
5 of Defendants' employment records, including payroll records.

6 19. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
7 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
8 the Classes, which predominate over questions affecting only individual members including,
9 without limitation to:

- 10 a. Whether Defendants properly paid all paid sick leave wages to members of the
11 Section 246(l)(1) and Section 246(l)(2) Classes;
- 12 b. Whether Defendants furnished legally compliant wage statements to members of the
13 Section 246(l)(1) and Section 246(l)(2) Classes; and
- 14 c. Whether Defendants timely paid all final wages to members of the Section 246(l)(1)
15 and Section 246(l)(2) Classes at the time of their separation of employment pursuant
16 to Labor Code §§ 201 and 202.

17 These common questions of law and fact set forth above are numerous and substantial and
18 stem from Defendants' policies and/or practices applicable to each individual class member. As
19 such, the common questions predominate over individual questions concerning each individual
20 class member's showing as to their eligibility for recovery or as to the amount of their damages.

21 20. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
22 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
23 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
24 Plaintiff, like the members of the Classes, was not paid all paid sick leave wages due.

25 21. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
26 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
27 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
28 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and

1 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
2 members of the Classes.

3 22. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
4 public interest in establishing minimum working conditions and standards in California. These laws
5 and labor standards protect the average working employee from exploitation by employers who
6 have the responsibility to follow the laws and who may seek to take advantage of superior economic
7 and bargaining power in setting onerous terms and conditions of employment. The nature of this
8 action and the format of laws available to Plaintiff and members of the Classes make the class
9 action format a particularly efficient and appropriate procedure to redress the violations alleged
10 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
11 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
12 resources of each individual plaintiff with their vastly superior financial and legal resources.

13 23. Moreover, requiring each member of the Class(es) to pursue an individual remedy
14 would also discourage the assertion of lawful claims by employees who would be disinclined to file
15 an action against their former and/or current employer for real and justifiable fear of retaliation and
16 permanent damages to their careers at subsequent employment. The claims of the individual
17 members of the Class are not sufficiently large to warrant vigorous individual prosecution
18 considering all of the concomitant costs and expenses attending hereto.

19 24. Furthermore, the prosecution of separate actions by the individual class members,
20 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
21 with respect to the individual class members against Defendants herein; and which would establish
22 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
23 respect to individual class members which would, as a practical matter, be dispositive of the interest
24 of the other class members not parties to adjudications or which would substantially impair or
25 impede the ability of the class members to protect their interests. As such, the Classes identified
26 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **WAGE STATEMENT PENALTIES**

3 **(Against All Defendants)**

4 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 26. Defendants' failure to furnish members of the Section 246(l)(1) and Section
7 246(l)(2) Classes with accurate and complete, itemized wage statements resulted in actual injury, as
8 said failures led to, among other things, the underpayment of paid sick leave wages and deprived
9 them of the information necessary to identify the discrepancies in Defendants' reported payroll data.

10 27. As a consequence of Defendants' unlawful wage statement practices, members of the
11 Section 246(l)(1) and Section 246(l)(2) Classes seek damages and/or statutory penalties, reasonable
12 attorneys' fees, and costs of suit according to California Labor Code § 226.

13 **SECOND CAUSE OF ACTION**

14 **WAITING TIME PENALTIES**

15 **(Against All Defendants)**

16 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
17 fully set forth herein.

18 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
19 to timely pay members of the Section 246(l)(1) and Section 246(l)(2) Classes all final wages due to
20 them at their separation from employment because of underpaid paid sick leave wages.

21 30. Defendants' failure to pay all final wages was willful within the meaning of Labor
22 Code § 203. Defendants' willful failure to timely pay members of the Section 246(l)(1) and Section
23 246(l)(2) Classes their earned wages upon separation from employment results in continued
24 payment of daily wages up to thirty days from the time the wages were due.

25 31. As a consequence of Defendants' unlawful practices, members of the Section
26 246(l)(1) and Section 246(l)(2) Classes seek statutory penalties, and costs of suit according to
27 California Labor Code § 203.

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35. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for statutory penalties pursuant to Labor Code § 226;
5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code § 203;
6. Upon the Third Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to, \$100 for each initial violation and \$200 for each subsequent violation per employee per pay period;
7. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6 and Civil Code §§ 3287 and 3289;
8. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and
9. For such other and further relief, the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims.

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1 DATED: June 30, 2026

JUSTICE FOR WORKERS, P.C.

2
3 By:



4 William C. Sung

5 Joseph C. Ramli

6 Guneez Ibrahim

7 Attorneys for Plaintiff RAKISHA WASHINGTON