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Superior Court of California,
County of Alameda

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By: Xian-xii Bowie, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JONATHAN DE LA CERDA, an
aggrieved employee pursuant to the Labor
Code Private Attorneys Act of 2004
("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

v.

JPMORGAN CHASE BANK, N.A. and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. **22CV008384**

**COMPLAINT FOR LABOR CODE
PRIVATE ATTORNEY GENERAL ACT
(CAL. LAB. CODE § 2698, ET SEQ.)**

Plaintiff Jonathan De La Cerda, as proxy for the State of California, alleges as follows:

JURISDICTION AND VENUE

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq. ("PAGA") to recover civil penalties on behalf of the State of California and all current and former aggrieved employees of Defendant JPMorgan Chase Bank, N.A. ("CHASE"). Plaintiff alleges CHASE has violated Labor Code § 2802, which is actionable under PAGA.

2. For purposes of this action, "aggrieved employees" means: All exempt and non-exempt employees of JPMorgan Chase Bank, N.A. in California who incurred reasonable and necessary business expenses as a result of their performance of duties for

1 CHASE during the applicable statute of limitations, including without limitation employees
2 who incurred such expenses while working from home during the COVID-19 pandemic.

3 3. There is no basis for federal diversity jurisdiction in this action given that the
4 State of California, as the real party in interest in this action, is not a “citizen” for purposes of
5 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th
6 Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the
7 amount in controversy requirement for federal diversity jurisdiction. *Id.* at 1122. The named
8 plaintiff’s share of civil penalties sought in this action is less than \$75,000.

9 4. Venue is proper in this Court because CHASE employs individuals at multiple
10 CHASE locations within the County of Alameda.

11 THE PARTIES

12 5. During the applicable limitations period, Plaintiff Jonathan De La Cerda was
13 employed by CHASE as a Chase Auto Finance Underwriter.

14 6. JPMorgan Chase Bank, N.A. is a National Association with its principal place
15 of business in Columbus, Ohio.

16 8. Plaintiff is unaware of the true names or capacities of the Defendants sued
17 herein under the fictitious names DOES 1 through 10, but will seek leave of Court to amend
18 the complaint and serve such fictitiously named Defendants once their names and capacities
19 become known. Plaintiff is informed and believes and thereon alleges that DOES 1 through
20 10 are the partners, agents, owners, shareholders, managers, or employees of CHASE and are
21 in some manner responsible for the conduct alleged herein, either as joint employers, joint
22 venturers, principals, successors, assignees, guarantors, sureties, insurers, alter egos, or co-
23 conspirators.

24 9. All of Plaintiff’s claims stated herein are asserted against defendants and any of
25 their owners, predecessors, successors, subsidiaries, and/or assigns.

26 GENERAL ALLEGATIONS

27 10. CHASE is a consumer and commercial banking subsidiary of JPMorgan
28 Chase & Co. that offers a variety of financial services in California, including personal

1 banking, credit cards, mortgages, auto financing, investment advice, small business loans and
2 payment processing.

3 11. In March 2020, in compliance with state and local shelter at home orders,
4 many CHASE employees were told to work from home or continue to work from home.
5 Since that time, Plaintiff and other aggrieved employees have been required to bear the cost
6 of working from home without being fully reimbursed by CHASE. CHASE has a uniform
7 expense reimbursement policy that applies to all employees throughout California.

8 12. On January 6, 2022, Plaintiff provided written notice by online submission to
9 the Labor and Workforce Development Agency ("LWDA") and by certified mail to
10 JPMorgan Chase Bank, N.A. of the specific provisions of the Labor Code alleged to have
11 been violated, including facts and theories to support the alleged violations, in accordance
12 with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with
13 the applicable filing fee of seventy-five dollars (\$75).

14 13. Over 65 days have passed since Plaintiff sent their notice described above to
15 the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims.

16 **FIRST CAUSE OF ACTION**

17 **(For Civil Penalties Under PAGA)**

18 16. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

20 17. Labor Code § 2699(f) permits aggrieved employees such as Plaintiff to
21 recover civil penalties against CHASE for violations of the Labor Code.

22 18. Labor Code § 2802(a) provides: "An employer shall indemnify his or her
23 employee for all necessary expenditures or losses incurred by the employee in direct
24 consequence of the discharge of his or her duties."

25 19. While discharging his duties for defendants, Plaintiff and other aggrieved
26 employees have incurred reasonable and necessary work-related expenses. Such expenses
27 include, but are not limited to, work-from-home expenses such as internet service charges,
28 telephone service and equipment, cellphone service and equipment, computer and home office

1 equipment, office supplies, mileage for work related errands or travel, increased electric or
2 other utility bills, as well as the fair rental value of home office space.

3 20. Defendants knew or reasonably should have known that Plaintiff and the other
4 aggrieved employees were incurring such expenses but have failed to indemnify or reimburse
5 Plaintiff and similarly situated employees for these expenditures. By requiring those
6 employees to pay expenses they incurred in direct consequence of the discharge of their duties,
7 Defendants have violated and continue to violate Labor Code § 2802.

8 21. Plaintiff is an aggrieved employee in that he was employed by CHASE during
9 the applicable limitations period and was not reimbursed for reasonable and necessary
10 business expenses as required by Labor Code § 2802. As alleged herein, Plaintiff has also
11 exhausted administrative remedies as required under Labor Code § 2699.3.

12 22. Pursuant to Labor Code § 2699(f), each violation of Labor Code § 2802
13 during the applicable limitations period triggers a civil penalty, which may be recovered by
14 Plaintiff in this action.

15 23. Pursuant to Labor Code § 2699(g)(1), Plaintiff is entitled to an award of
16 reasonable attorneys' fees and costs.

17 **PRAYER**

18 Plaintiff prays for relief as follows:

- 19 1. For civil penalties as alleged herein;
20 2. For costs of suit, including reasonable attorneys' fees;
21 3. For interest as provided by law; and
22 4. For such other relief that the Court deems proper.

23 Dated: March 14, 2022

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27 Attorneys for Plaintiff
JONATHAN DE LA CERDA
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