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FILED
Superior Court of California
County of Los Angeles
03/21/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LESLIE LEON, on behalf of herself and all others similarly situated; Plaintiff, vs. SMBC MANUBANK, f.k.a. MANUFACTURERS BANK, a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 25STCV00968 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:** **1. MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198);** **2. FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, 1198);** **3. MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 512, 1198);** **4. WAGE STATEMENT VIOLATIONS (LABOR CODE § 226, *et seq.*);** **5. FAILURE TO REIMBURSE BUSINESS EXPENSES (LABOR CODE §§ 2802, 2804);** **6. UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, *et seq.*); and** **7. PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)** **DEMAND FOR JURY TRIAL** **UNLIMITED CIVIL CASE**

Plaintiff Leslie Leon ("Plaintiff"), on behalf of herself and all others similarly situated, and as a private attorney general on behalf of the State of California and other aggrieved employees, hereby brings this Class and Representative Action Complaint against SMBC MANUBANK, f.k.a. MANUFACTURERS BANK and Does 1 through 100, inclusive (collectively, "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of herself and all others similarly situated, and as a private attorney general on behalf of the State of California and other aggrieved employees, brings this class and representative action for recovery of unpaid wages and penalties under California Business and Professions Code section 17200, *et. seq*.; Labor Code §§ 204, 226, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"), in addition to seeking declaratory relief and restitution. This class action is brought pursuant to Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' Labor Code violations as the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and currently is, a California resident. During the four years immediately preceding the filing of this action and within the statute of limitations periods applicable to each cause of action herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 204, 226, 226.7, 510, 512, 558,

1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698 *et seq.*; Business & Professions Code § 17200, *et seq.*, and Wage Order 4 which sets employment standards for professional, technical, clerical, mechanical and similar occupations, including banking employees.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as a bank, and that they employed Plaintiff and other similarly situated non-exempt employees within Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, 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 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the 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. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

8. At all times mentioned herein, 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. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class Members (as defined in Paragraph 18).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff has been employed by Defendants as a non-exempt Branch Service Representative from in or about October 2023 to present. At all relevant times, Plaintiff performed non-exempt job duties of bank telling, issuing cashier's checks, and processing customer requests, among other non-exempt duties, and generally worked Monday thru Friday.

10. Defendants provide banking services to their customers at a number of bank branch locations in California. Defendants own and operate several bank branches, including in Beverly Hills, Downtown Los Angeles, Encino, Glendale, Woodland Hills, Torrance, Brea, Newport Beach, and San Jose.

11. During at least a portion of the relevant time period, Plaintiff is informed and believes and based thereon alleges, that Defendants utilized a timekeeping system which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked, by rounding, time-shaving, or otherwise. Specifically, although Defendants recorded Plaintiff's and other non-exempt employees' hours worked to the minute, Defendants regularly, systematically, and impermissibly rounded, shaved, or otherwise altered the time worked by Plaintiff and other non-exempt employees in Defendants' favor, such that the time shaving/rounding practice utilized by Defendants was not even-handed over time and would round and shave in Defendants' favor such that Plaintiff and other non-exempt employees were underpaid for their time worked. This has resulted in unpaid wages, including unpaid minimum wages and overtime wages.

12. In addition, Defendants generally paid Plaintiff and other non-exempt employees the same number of "Regular" hours each pay period, and reported exactly 86.67 regular hours each semi-monthly pay period on their wage statements, regardless of the number of regular hours they actually worked. For instance, during the pay period of September 16-30, 2024, there were a total of 11 workdays during Plaintiff's Monday through Friday schedule, meaning the estimated number of regular hours she would have worked would be 88 (8 hours per day). However, Plaintiff was only paid for, and Defendants only reported, 86.67 regular hours during this pay period. Likewise, in the following pay period of October 1-15, 2024, there were 11 Monday

through Friday workdays, yet Plaintiff was only paid for, and Defendants only reported, 86.67 Regular hours as reflected on her wage statement. This policy/practice has resulted in a failure to pay for all hours worked, as demonstrated herein. This policy/practice has also resulted in a failure to accurately report the number of hours worked, and the number of hours worked at each rate of pay, in violation of Labor Code § 226(a)(2) and (a)(9).

13. During the relevant time period, Defendants have also failed to provide timely meal periods to Plaintiff and other non-exempt employees. Specifically, Plaintiff and other employees were often too busy to take a meal period on time, and often took their meal period after their 5th hour of work. For instance, Plaintiff often was not able to take a meal period until after 2:00 p.m., which was more than 5 hours after she began working. When this happened, Defendants would impermissibly change Plaintiff's and other non-exempt employees' timecards to reflect a meal period from 1:30 p.m. to 2:00 p.m. (or another, earlier meal time) to avoid reflecting that Plaintiff and other non-exempt employees took a late meal period. As a result, Plaintiff and other non-exempt employees were regularly not provided with timely meal periods and were not paid the meal period premiums to which they were entitled pursuant to Labor Code § 226.7. In addition, this policy/practice violates Wage Order 4, § 7 (Records), which requires employers to maintain accurate "[t]ime records showing when the employee begins and ends each work period. Meal periods…shall also be recorded."

14. Defendants have also required Plaintiff and other employees to incur business expenses without reimbursement. For example, Plaintiff and other employees are required to use their personal cell phones for work purposes, including downloading and using an HID Global authentication application onto their personal cell phones in order to log in to their work computer and clock in and out for work. Use of the HID Global authentication application on their personal cell phones is necessary in order for Plaintiff and other employees to access their work computers and to clock in and out for work every day.

15. Despite requiring Plaintiff and other employees to use their personal property for work-related purposes, Defendants have failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,

Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for "reasonable percentage" of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

16. As a result of Defendants' unlawful practices described above, Defendants have maintained inaccurate time and payroll records, and have issued inaccurate wage statements to Plaintiff and other non-exempt employees. Further, Defendants have issued inaccurate wage statements by failing to report the actual number of regular hours Plaintiff and other employees worked, as described above.

17. On information and belief, Defendants have engaged in the above unlawful practices throughout the putative class period and continuing to the present.

CLASS ACTION ALLEGATIONS

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

a. The Minimum Wage Class consists of all of the Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping and payroll practices, at any time from four years prior to the filing of this action to the present.

b. The Overtime Class consists of all of the Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek and were subject to Defendants' timekeeping and payroll practices, at any time from four years prior to the filing of this action through the present.

c. The Meal Period Class consists of all of the Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, at any time from four years prior to the filing of this action through the present.

d. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a wage statement from Defendants at any time from one year prior to the filing of this action through the present.

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e. The Expense Reimbursement Class consists of all of Defendants' employees who were required to use their personal property for work-related purposes, including but not limited to personal cellular phones, at any time from four years prior to the filing of this action through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid members of the Minimum Wage Class at least the applicable minimum wage for all hours worked;

ii. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, §§ 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;

iii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;

iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

v. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies

and/or practices applicable to each individual class member, such as Defendants' timekeeping, overtime, wage statement, meal period, expense reimbursement, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, has not been paid all earned minimum wages and overtime wages; has been subject to Defendants' uniform meal period policies/practices; has been furnished with inaccurate wage statements; and has not been reimbursed for all expenses she has incurred in carrying out her job duties for Defendants.

23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

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

financial and legal resources. Moreover, requiring each Class member to pursue an individual remedy would discourage assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by individual class members would create a substantial risk of inconsistent or varying verdicts or adjudications against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. Thus, the Classes identified above are maintainable under Code of Civil Procedure § 382.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Wage Order 4 and Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees, costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

27. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 4.

28. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

29. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and applicable Wage Orders.

30. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

<u>SECOND CAUSE OF ACTION</u>

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

33. At all times relevant herein, Defendants were required to properly compensate Plaintiff and Overtime Class members for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not pay them at one and one-half times (or two times) their regular rate of pay for such hours.

34. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, interest thereon, statutory penalties, and attorneys' fees and costs pursuant to Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, for the reasons set forth in this Complaint.

37. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all hours worked, all hours worked at each rate of pay, and all wages earned, in violation of Labor Code § 226.

40. Defendants' failure to furnish Plaintiff and Wage Statement Class members with complete accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of wages and meal and rest period premium wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

41. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. At all relevant times, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

44. At all relevant times, Defendants were subject to Labor Code § 2804, which states, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or their personal representative of any right or remedy to which she is entitled under the laws of this State."

45. Due to Defendants' unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal cell phones, for work purposes and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

46. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have suffered damages in sums, which will be shown according to proof.

47. Plaintiff and members of the Expense Reimbursement Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

48. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,

Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

50. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal periods or pay meal period premium wages, failing to furnish accurate and complete itemized wage statements, and failing to reimburse business expenses.

51. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

53. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

54. Plaintiff was compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

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<u>SEVENTH CAUSE OF ACTION</u>

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

56. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 *et seq*. Plaintiff, acting on behalf of herself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

a. Failing to pay Plaintiff and other aggrieved employees at least the applicable minimum wage for all hours worked, in violation of Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;

e. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

f. Failing to maintain accurate records of the hours worked and/or meal periods taken by Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

57. On or about January 14, 2025, Plaintiff notified Defendant SMBC Manubank (f/k/a Manufacturers Bank) via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 56 (a)-(f) above. Now that sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

58. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to recover under Labor Code § 2699(k).

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 payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

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8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

10. Upon the Seventh Cause of Action, for any and all civil penalties available to Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from engaging in the allegedly unlawful conduct alleged herein;

11. Prejudgment interest on all due and unpaid wages and other damages pursuant to Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;

12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other applicable statutes; and

13. For such other and further relief the Court may deem just and proper.

Date: March 21, 2025 MARQUEE LAW GROUP, APC

Tuvia Korobkin
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Date: March 21, 2025 MARQUEE LAW GROUP, APC

Tuvia Korobkin
Attorneys for Plaintiff

PROOF OF SERVICE

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

On March 21, 2025 I served the foregoing document(s) described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

on all interested parties in this action by transmitting a true copy of the document(s) described above, addressed as follows:

SEE ATTACHED SERVICE LIST

( ) **BY MAIL** as follows: I am "readily familiar" with the firm's practice of collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Beverly Hills, California.

( ) **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the above addressee(s).

( ) **BY OVERNIGHT COURIER:** I am "readily familiar" with the firm's practice of collecting and processing overnight deliveries, which includes depositing such packages in a receptacle used exclusively for overnight deliveries. The packages were deposited before the regular pickup time and marked accordingly for delivery the next business day.

(X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served electronically to the address of the recipient(s) as set forth below. I am readily familiar with the Code of Civil Procedure and California Rules of Court for electronic service and this document/these documents were duly served electronically in accordance with said rules and regulations on the date stated above, and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 21, 2025, at Beverly Hills, California.

Isela Chavarria

SERVICE LIST:

Sheppard, Mullin, Richter & Hampton LLP c/o Derek R. Havel, Esq. 350 South Grand Avenue, 40th Floor Los Angeles, CA 90071 Email: *dhavel@sheppardmullin.com;* *dsaad@sheppardmullin.com;* *SFan@sheppardmullin.com;* *DHavel@sheppardmullin.com;* *JRodriguez@sheppardmullin.com;*	*Attorneys for Defendants SMBC Manubank, f.k.a. Manufacturers Bank*