Tuvia Korobkin (SBN 268066)
tuvia@marqueelaw.com
Nancy Goodes (SBN 346529)
nancy@marqueelaw.com
MARQUEE LAW GROUP, A Professional Corporation
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212
(310) 275-1844 telephone
(310) 275-1801 fax

Attorneys for Plaintiff
LESLIE LEON

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

SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT FOR:

1. **PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*)**

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Leslie Leon ("Plaintiff"), as a private attorney general on behalf of the State of California and other aggrieved employees, hereby brings this 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, as a private attorney general on behalf of the State of California and other aggrieved employees, brings this representative action for recovery of civil penalties Labor Code § 2698 *et seq*. 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. 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 §§ 201-204, 226, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, and is therefore an "aggrieved employee" pursuant to Labor Code § 2698 *et seq*.

4. Plaintiff is informed and believes, and based thereon alleges, that during the one year preceding her submission of notice to the Labor & Workforce Development Agency ("LWDA") and continuing to the present, Defendants did (and do) business as a bank, and that they employed Plaintiff and other aggrieved 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 Aggrieved Employees (as defined herein) 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 Aggrieved Employees.

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 Aggrieved Employees (as defined herein).

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff was employed by Defendants as a non-exempt Branch Service Representative from in or about October 2023 until in or about March 2026. 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).

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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. As a further result of Defendants' unlawful practices alleged above, Defendants have failed to timely pay final wages to Plaintiff and other former employees.

18. On information and belief, Defendants have engaged in the above unlawful practices throughout the relevant time period and continuing to the present.

19. For purposes of this Complaint, "Aggrieved Employees" refers to all of Defendants current and former non-exempt employees who have worked for Defendants in California at any time from January 14, 2024 through the present, or any alternative date agreed upon by the parties and/or approved by the Court.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

21. 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;

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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 timely pay all final wages to Plaintiff and other formerly employed Aggrieved Employees, in violation of Labor Code §§ 201-203;

g. 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.

22. 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 21 (a)-(e) and (g) above. On or about May 26, 2026, Plaintiff provided notice to the LWDA via its website, and to Defendants via their counsel, of the alleged violation identified in paragraph 21(f) above. Now that sixty-five days have passed from Plaintiff's initial notification to Defendants and the LWDA of Defendants' Labor Code violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

23. 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. Upon the First 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;

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(k), Code of Civil Procedure § 1021.5, and all other applicable statutes; and

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

Date: June 24, 2026 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: June 24, 2026 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 June 25, 2026, I served the foregoing document(s) described as:

SECOND AMENDED 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 June 25, 2026, at Beverly Hills, California.

Claudia Perez

SERVICE LIST:

Sheppard, Mullin, Richter & Hampton LLP c/o Derek R. Havel, Esq. 350 South Grand Avenue, 40th Floor Los Angeles, CA 90071 E: *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*