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October 21, 2025

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Wells Fargo Bank, N.A.
101 North Phillips Avenue
Sioux Falls, South Dakota 57104

Re: *Valencia-Chavez v. Wells Fargo Bank, N.A.*

Dear Wells Fargo Bank, N.A.:

This office represents Rosalinda Valencia-Chavez. 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

Plaintiff was misclassified as an exempt employee of Wells Fargo Bank, N.A. Plaintiff is seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This is a Class Action lawsuit on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's willful misclassification, failure to pay overtime/double time, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay wages due on termination and to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the Class, to compensate these workers for the unpaid wages and to protect current

and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

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

Our client has numerous legal claims against Wells Fargo Bank, N.A. 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 include, but are not limited to:

A. WILLFUL MISCLASSIFICATION AS EXEMPT (IWC Wage Order No. 4)

Defendant willfully misclassified Plaintiff and Class members as exempt to avoid the payment of wages and other benefits in violation of the Labor Code and Wage Order No. 4. Plaintiff and Class members did not meet the requirements of being "salary exempt" as set forth by California Labor Code § 515(a). Plaintiff and Class members did not qualify for the administrative exemption because the majority of their job duties were outward-facing managing technology company client relationships. Thus, Plaintiff and Class members should have been classified as non-exempt.

Plaintiff is entitled to recover penalties as a result of Defendant's willful misclassification.

B. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE (Cal. Labor Code §§510, 511, 558, 1194, 1197, 1197.1, 1194.3, 1198, 119; IWC Wage Order No. 4)

Defendant was required to pay Plaintiff and Class members for all time worked. Plaintiff and Class members routinely worked schedules such that they were due pay at overtime/double time rates. However, Plaintiff and Class members were not paid for the overtime/double time hours they worked. Defendant failed and refused to properly pay overtime/double time compensation to Plaintiff and Class members.

Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime/double time compensation to Plaintiff and Class members as required by law. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiff and Class members suffered damages in an amount to be proven at trial.

C. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 4)

Defendant failed to provide any rest periods to Plaintiff and Class members as required by Labor Code § 226.7 and the Wage Order No. 4.

By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff and Class members, Plaintiff and Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and Class members, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

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

Defendant intentionally and improperly failed to afford Plaintiff and Class members compliant meal periods. Plaintiff and Class members did not receive premium pay for your failure to afford compliant meal periods.

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

E. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 4)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime/double time compensation, and meal/rest periods on duty, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and Class members were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime/double time compensation, and pay for meal/rest periods not provided, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

F. FAILURE TO PAY WAGES DUE UPON TERMINATION
(Cal. Labor Code §§201-203)

Plaintiff and Class members were wrongfully terminated from Defendant's employ and Defendant willfully failed to pay Plaintiff and Class members wages due to them.

Plaintiff was not paid for all the wages she was owed when he ended her employment with Defendant on September 16, 2025. She is still owed overtime/double time, premium pay for failure to afford meal/rest breaks and other wages.

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

On or about October 21, 2025, Plaintiff's counsel issued written request to Defendant for copies of her personnel records. Defendant has failed and refused to permit Plaintiff to have access to copies of her records.

As a result of Defendant's failure and refusal to permit Plaintiff to have full access to her records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

H. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission 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 the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend 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.