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September 16, 2025
CA3684

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION
Certified Mail #9589071052703176334815
CT CORPORATION SYSTEM
AMANDA GARCIA
330 NORTH BRAND BLVD., SUITE 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Iris Cervantes (“Plaintiff”) and all other Aggrieved Employees of JPMorgan Chase Bank, National Association (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by JPMorgan Chase Bank, National Association in California, including any employees staffed with JPMorgan Chase Bank, National Association by a third party, and classified as non-exempt employees during the time period of September 16, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from 2022 to August 5, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their non-compliant meal and rest breaks, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

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Plaintiff worked as a Bank Teller/Associate Banker at a Chase bank branch located at 800 West Olive Ave., Merced, CA 95348. Throughout Plaintiff's employment and during the PAGA period, Plaintiff and other Aggrieved Employees were unable to receive compliant meal breaks, which were often taken late, after the 5th hour of work or interrupted by work issues. For example, when Plaintiff worked more than 5-hour shifts, her ability to take timely and duty-free meal breaks was compromised on a regular basis given the busy nature of the bank and the priority placed on serving customers in a timely manner which sometimes resulted in late meal breaks and/or meal breaks that were interrupted by work-related issues, such as when managers or co-workers would ask Plaintiff work-related questions like whether she had scheduled certain customers for appointments. Plaintiff's meal breaks were also late sometimes because she was stuck at her window assisting customers. Plaintiff also alleges that she suffered rest break violations during the PAGA Period. For example, on occasions when she worked a 7-hour shift, Plaintiff sometimes missed her 2nd rest break and, regardless, many 1st rest breaks were interrupted by work-related issues, such as customer questions or work-related discussions with co-workers or supervisors. Moreover, Plaintiff alleges she did not receive the premium payments she was entitled to for the above-referenced meal and rest break violations. As a result, during the PAGA period Plaintiff and other Aggrieved Employees were often unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

In addition, Plaintiff worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff was often interrupted with work-related issues during meal breaks and rest breaks. Moreover, Plaintiff and other Aggrieved Employees were required by their manager, Deep Thind, to arrive to work 10 minutes before their shift but not clock in. Plaintiff's understanding as to why she and other Aggrieved Employees were required to arrive 10 minutes before their shift was for at least two reasons. First, her manager wanted to make sure employees were on time for work and arriving early would ensure employees were not late for their shift. Second, the process of clocking in, which required multiple steps using a slow computer or tablet, could take several minutes so starting the clock-in process before a shift started would increase the chances that employees would be clocked in by the time their shift started. Moreover, customers were unaware as to whether Plaintiff was clocked in or not and, therefore, when Plaintiff arrived early before clocking in she would often be approached by customers regarding bank-related issues which would result in additional unpaid off the clock work. Further, Plaintiff was often contacted after her shift ended regarding work-related issues, such as whether she could cover a shift or accounting questions related to making sure the associate banking team had a zero balance at the end of the

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day.

Plaintiff further contends that Defendant failed to provide her and other Aggrieved Employees with accurate wage statements in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. Accordingly, the wage statements should accurately display all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)(2). The wage statements Defendant provided to Plaintiff and the Aggrieved employees were not accurate because, for example, they failed to identify the correct number of hours worked since Defendant failed to record the time Plaintiff spent working during meal breaks and the 10-minute pre-shift arrival time as required by Plaintiff's manager.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, as set forth above, Plaintiff was contacted at home on her cell phone regarding accounting and scheduling issues. Also, within the bank, Plaintiff and other Aggrieved Employees were encouraged to use their own cell phone to connect to the Internet and assist customers regarding how to set up and/or use the Chase phone banking application. Indeed, because there was a strict rule that employees could not touch a customer's phone, they were forced to either use their own cell phone or tablet, although the cell phone was the preferred method since most customers themselves would be using the Chase app on their phones. Plaintiff also had to use her own money to purchase clothing items approved by Chase to adhere to Chase's strict dress code. For example, despite receiving a stipend from Chase, this amount was not enough to cover special Chase-approved jeans that Plaintiff purchased and work shirts with the Chase logo that Plaintiff spent some of her own money to purchase without getting reimbursed.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, such as when Plaintiff's employment with Defendant ended in August of 2025, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.