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County of Sonoma
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SUPERIOR COURT OF CALIFORNIA

SONOMA COUNTY

CYNTHIA SU, individually and on behalf of
other aggrieved employees,

Plaintiff,

vs.

JPMORGAN CHASE BANK, National
Association and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 24CV03516

COMPLAINT

1. Labor Code §§ 510, 1194
2. B&P § 17200 - Overtime
3. B&P § 17200 – Meal and Rest Breaks
4. Labor Code § 203
5. Labor Code § 226, 1174, 1174.5
6. Private Attorneys General Act of 2004

COMES NOW PLAINTIFF CYNTHIA SU hereby brings this individual action and representative action pursuant to the Private Attorneys General Act of 2004 (“PAGA”) against DEFENDANT JPMORGAN CHASE BANK, N.A. and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Cynthia Su was a Branch Manager for defendant JPMorgan Chase Bank, National Association (“Chase Bank”) in the state of California within the last year of the filing of the original complaint in this action.

2. Defendant Chase Bank is a wholly owned subsidiary of JPMorgan Chase & Co. Defendant is a bank that owns and operates retail banks in this judicial district and in the state of California. Defendant has employees with the title “Branch Manager.”

3. Venue is proper in Sonoma County as at least some of the acts complained of herein occurred in Sonoma County as Defendant owns and operates banks in Sonoma County.

4. At all times herein mentioned, Plaintiff worked as an employee for Defendant in a salaried position in Defendant’s branch and retail locations under the business name “Chase.” At all times herein mentioned, Plaintiff has been, and continues to be, domiciled in the state of California.

5. At all times herein mentioned Defendant and Does 1 through 50 are and were corporations, business entities, individuals and partnerships, licensed to do business and actually doing business in the State of California, Sonoma County. Defendant owns and operates an industry, business and establishment in a number of separate geographic locations within the State of California, including within Sonoma County, for the purpose of selling banking services and products. As such, and based upon all the facts and circumstances incident to Defendant’s business in California, Defendant is subject to California Labor Code §§ 1194 *et seq.*, California Business and Professions Code § 17200 *et seq.*, (Unfair Practices Act) and the applicable Industrial Welfare Commission Wage Orders.

6. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays leave to amend

1 this complaint when the true names and capacities are known. Each of said fictitious Defendants
2 was responsible in some way for the matters alleged herein and proximately caused Plaintiff to
3 be subject to the illegal employment practices, wrongs and injuries complained of herein.

4 7. At all times herein mentioned, each of said Defendants participated in the doing
5 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
6 Defendants, and each of them, were the agents, servants and employees of each of the other
7 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
8 acting within the course and scope of said agency and employment.

9 8. At all times herein mentioned, Defendants, and each of them, were members of,
10 and engaged in, a joint venture, partnership and common enterprise, and acting within the
11 course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

12 9. At all times herein mentioned, the acts and omissions of various Defendants, and
13 each of them, concurred and contributed to the various acts and omissions of each and all of the
14 other Defendants in proximately causing the injuries and damages as herein alleged.

15 10. At all times herein mentioned, Defendants, and each of them, ratified each and
16 every act or omission complained of herein. At all times herein mentioned, the Defendants, and
17 each of them, aided and abetted the acts and omissions of each and all of the other Defendants
18 in proximately causing the damages as herein alleged. Further, at all times mentioned herein,
19 the wage and hour-related compensation policies of Defendant's branch locations in California
20 are and were dictated by, controlled by, and ratified by the Defendants herein and each of them.

21 **FACTUAL ALLEGATIONS**

22 11. Pursuant to California Labor Code §§ 218, 218.6, and 1194, Plaintiff may bring a
23 civil action for overtime wages directly against the employer without first filing a claim with the
24 California Division of Labor Standards Enforcement and may recover such wages, together with
25 interest thereon, penalties, attorney's fees and costs.

26 12. Plaintiff was regularly scheduled as a matter of uniform company policy to work
27 and in fact worked as a salaried bank employee in excess of eight hours per workday and/or in
28 excess of forty hours per workweek without receiving straight time or overtime compensation

1 for such overtime hours worked in violation of California Labor Code § 1194 and California
2 Industrial Welfare Commission Wage Order 4-2001. Defendant has failed to meet the
3 requirements for establishing the exemption because Plaintiff: (a) regularly spent more than
4 50% of her time performing nonexempt work, (b) did not customarily and regularly exercise
5 discretion and independent judgment on matters of significance, (c) did not have the authority to
6 hire or fire or make meaningful recommendations regarding same, (d) did not customarily and
7 regularly supervise at least two employees or the equivalent, (e) did not perform work directly
8 related to the management policies or the general business operations of Defendant or
9 Defendant's customers, (f) did perform nonexempt production and/or sales work a majority of
10 her time (i.e., in excess of 50%) consistent with Defendant's realistic expectations, (g) did not
11 customarily and regularly spend more than 50% of their time away from the Defendant's places
12 of business selling or obtaining orders or contracts, and (h) did not earn more than 50% of her
13 compensation in a bona fide commission plan. Thus, Plaintiff was not exempt from the overtime
14 requirements of California law for these reasons.

15 **FIRST CAUSE OF ACTION**
16 **(Labor Code § 510 & 1194)**

17 13. Plaintiff incorporates the allegations contained in the previous paragraphs of this
18 Complaint as if fully set forth herein.

19 14. California Wage Order 4-2001, 8 C.C.R. § 11040, and Labor Code § 510 state
20 that an employee must be paid overtime, equal to 1.5 times the employee's regular rate of pay,
21 for all hours worked in excess of 40 per week and/or 8 per day.

22 15. Plaintiff regularly worked more than 40 hours per week and/or 8 hours per day
23 but was not paid overtime.

24 16. Plaintiff does not meet any of the tests for exempt status under the California
25 Wage Orders and/or the California Labor Code.

26 **SECOND CAUSE OF ACTION**
27 **(Bus. & Prof. Code § 17203 – Overtime)**

28 17. Plaintiff incorporates the allegations contained in the previous paragraphs of this
Complaint as if fully set forth herein.

1 18. Defendant has committed an act of unfair competition under California Business
2 & Professions Code § 17200 *et seq.* by not paying the required state law overtime pay to the
3 Plaintiff.

4 19. Pursuant to Bus. & Prof. Code § 17203, Plaintiff requests an order requiring
5 Defendant to make restitution of all overtime wages due to her under this Second Cause of
6 Action.

7 **THIRD CAUSE OF ACTION**
8 **(Bus. & Prof. Code § 17203 – Meal and Rest Breaks)**

9 20. Plaintiff incorporates the allegations contained in the previous paragraphs of this
10 Complaint as if fully set forth herein.

11 21. In violation of Labor Code § 512 and IWC Wage Order 4-2001, Defendant failed
12 to provide and document meal and rest breaks to Plaintiff in the number, length and manner as
13 required. At no time did Plaintiff entered into any written agreement with Defendant expressly
14 or impliedly waiving her right to their meal and rest breaks. Plaintiff has been injured by
15 Defendant's failure to comply with Labor Code § 512 and IWC Wage Order 4-2001 and is thus
16 entitled to the wages set forth in Labor Code § 226.7.

17 22. Pursuant to Bus. & Prof. Code § 17203, Plaintiff requests Defendant make
18 restitution of all wages due to her under this Third Cause of Action.

19 **FOURTH CAUSE OF ACTION**
20 **(Labor Code § 203)**

21 23. Plaintiff incorporates the allegations contained in the previous paragraphs of this
22 Complaint as if fully set forth herein.

23 24. Plaintiff was discharged by Defendant and did not have a written contract for
24 employment. Defendant, in violation of California Labor Code §§ 201 and 202 *et seq.* willfully
25 failed to pay the earned and unpaid wages to Plaintiff. Defendant has willfully failed to pay the
26 earned and unpaid wages, including, but not limited to, straight time, overtime, vacation time,
27 meal and rest wages, and other wages earned and remaining uncompensated according to
28 amendment or proof. Plaintiff did not secret or absent herself from Defendant nor refuse to
accept the earned and unpaid wages from Defendant. Accordingly, Defendant is liable for

1 waiting time penalties for the unpaid wages pursuant to California Labor Code § 203.

2 **FIFTH CAUSE OF ACTION**
3 **(Labor Code §§ 226, 1174, and 1174.5)**

4 26. Plaintiff incorporates the allegations contained in the previous paragraphs of this
5 Complaint as if fully set forth herein.

6 27. Defendant, as a matter of corporate policy did not maintain or provide accurate
7 itemized statements in violation of Labor Code §§ 226 and 1174.

8 28. For instance, Defendant did not state or did not accurately state, *inter alia*, the
9 total hours worked, hours worked daily, or the actual hourly rate of Plaintiff in her pay
10 statements. Defendant's failure to maintain accurate itemized statements was willful, knowing,
11 intentional, and the result of Defendant's custom, habit, pattern and practice. Defendant's
12 failure to maintain accurate itemized statements was not the result of isolated, sporadic or
13 unintentional behavior. Due to Defendant's failure to comply with the requirements of Labor
14 Code §§ 226 and 1174, Plaintiff was injured thereby.

15 29. Defendant's conduct alleged herein is unlawful and creates an entitlement to
16 recovery by Plaintiff for all damages and penalties pursuant to Labor Code §§ 226 and 1174.5,
17 including interest thereon, penalties, attorneys' fees and costs.

18 **SIXTH CAUSE OF ACTION**
19 **(Private Attorney General Act - Labor Code §§ 2699 *et seq.*)**

20 30. Plaintiff incorporates the allegations contained in the previous paragraphs of this
21 Complaint as if fully set forth herein.

22 31. As alleged above, Defendant failed to comply with the California Labor Code.
23 As such, Plaintiff is an "aggrieved employee" as defined in Labor Code § 2699(a). Pursuant to
24 Labor Code § 2699, the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Plaintiff
25 brings this action on behalf of herself and other current and former branch managers against
26 Defendant. The aggrieved employees are defined as:

27 All current and former California based employees of JPMorgan
28 Chase Bank, National Association, with the title "Branch
Manager" who worked at any time from April 4, 2023 up to the
time of trial.

32. Plaintiff seeks to recover applicable civil penalties as follows:

a. where civil penalties are specifically provided in the Labor code for each of the violations alleged herein, Plaintiff seeks recovery of such penalties;

b. where civil penalties are not established in the Labor Code for each of the violations alleged herein, Plaintiff seeks recovery of the penalties established in § 2699(e) of the Labor Code Private Attorneys General Act of 2004, and in accordance with § 200.5 of the Labor Code.

33. On April 4, 2024, Plaintiff caused to be served written notice, via certified mail, to the Labor and Workforce Development Agency and to Defendant, of Plaintiff's intent to assert a cause of action pursuant to Labor Code §§ 2699 *et seq.*

34. The Labor and Workforce Development Agency declined to issue notice of its intention to pursue civil penalties in response to either Notice. Accordingly, Plaintiff commenced this PAGA claim for civil remedies as provided for under Labor Code § 2699.

35. Plaintiff, on behalf of herself and similarly situated branch managers, requests relief as described below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on her own behalf and on behalf of the aggrieved employees pursuant to PAGA, prays for judgment as follows:

1. For compensatory damages and interest thereon according to proof;

2. For restitution and interest thereon according to proof;

3. For civil and statutory penalties according to proof;

4. For an injunction and declaratory relief;

5. For reasonable attorney's fees and costs according to proof;

6. For such other and further relief as this Court may deem appropriate.

1 Dated: June 10, 2024

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2
3 By:



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