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**WRITERS EXT:
1004**

**March 19, 2026
CA3850**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Wells Fargo Bank, National Association
Certified Mail #9589071052703709152978
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 246, 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) 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 Braeden Palmer (“Plaintiff”) and all other Aggrieved Employees of Wells Fargo Bank, National Association (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant in California, including any employees staffed with Defendant by a third party, and classified as non-exempt employees during the time period of March 19, 2025 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 August of 2015 to November of 2025. Plaintiff was 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 at all times. 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 at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff was employed by Defendant as a non-exempt relationship banker from August of 2015 to November of 2025 working at Defendant's location at 21323 Hawthorne Blvd. Torrance, CA 90503. Plaintiff performed his job duties that consisted of seeing customers who came into Defendant's location for set appointments or as walk ins, managing business accounts for clients, providing support for branch operations, and consulting with clients over the phone. Due to the laborious nature of Plaintiff's job duties, Plaintiff was subjected to California Labor Code violations during his employment with Defendant.

First, Plaintiff was periodically unable to take rest breaks and took some of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7 & 512. On top of the set appointments Plaintiff had throughout the day, he also met with several walk-ins who met with Plaintiff for a variety of needs, such as, opening an account, applying for a credit card, sending a wire transfer, to name a few. These meetings, along with Plaintiff's other daily operational tasks at Defendant's location, forced Plaintiff from time to time to either take his rest and meal breaks late, miss them all together, or caused these breaks to be interrupted during the PAGA period. Though Defendant compensated Plaintiff for some of the missed meal and rest breaks, Defendant failed to pay Plaintiff for all his meal and rest break violations during the PAGA Period.

Further, Defendant failed to include all non-discretionary incentive wages into Plaintiff's regular rate for purposes of calculating Plaintiff's correct overtime, meal and rest break premium pay, and sick pay during certain pay periods. Plaintiff's pay stubs show how Defendant paid Plaintiff non-discretionary incentive wages, including but not limited to, "Nonroutine Event" "Recognition Imputed" "Incentive Formulaic" and "Inc Award Flat Sum" during the PAGA Period and during pay periods where Plaintiff also worked overtime and/or was paid sick pay/PTO wages. However, Defendant failed to calculate these wages into Plaintiff's regular rate and as a result, Defendant underpaid Plaintiff his wages during those pay periods. Plaintiff was underpaid earned wages as a result in violation of Cal. Lab. Code Sections 246, 510, and 512.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not.

Further, there were some instances Plaintiff would have to continue with his job duties while clocked out for a meal break. Some customers would arrive late for their

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appointment. Instead of rescheduling or telling them to wait, Plaintiff would hold the appointment while clocked out for his meal break. Further, from time to time Plaintiff would also start work prior to clocking in to prepare the branch for opening and start his other job duties. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198.

Further, 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 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, 246, 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.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used his personal cell phone to talk to managers and co-workers during the work day. Yet, Plaintiff was not reimbursed for the expenses incurred.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. 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 or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.