HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 4, 2026

<u>VIA LWDA WEBSITE</u>

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Fay Guerra, et al. vs. Wells Fargo Bank, N.A.*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Fay Guerra, Ms. Vanessa Castro, and Ms. Brianna Pimentel ("Mses. Guerra, Castro, and Pimentel") in claims arising from their employment with Wells Fargo Bank, N.A., a National Association; and DOES 1 through 100 ("Defendants"). Mses. Guerra, Castro, and Pimentel are "aggrieved employees" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate one of the largest banks in the United States. Mses. Guerra, Castro, and Pimentel each worked as non-exempt Customer Service Representatives at Defendants' El Monte call center, where their primary job duties included calling home mortgage borrowers. Ms. Guerra worked from approximately 2010 through July 8, 2025. Ms. Castro worked from approximately November 2021 through the present. Ms. Pimentel worked from approximately 2015 through 2025. Unless otherwise specified, all allegations herein occurred during Mses. Guerra, Castro, and Pimentel's employment with Defendants.

Defendants failed to compensate Mses. Guerra, Castro, Pimentel and other non-exempt employees for all hours worked, which resulted in unpaid minimum wages and unpaid overtime wages. Defendants regularly required Mses. Guerra, Castro, Pimentel and other non-exempt employees to perform work-related tasks before they could clock in. Before each scheduled shift, Mses. Guerra, Castro, Pimentel and other non-exempt employees had to boot up their computers and log into Defendants' systems, including initiating required software, before they could access the timekeeping system. This process commonly took approximately seven to fifteen minutes. Defendants also maintained a policy and/or practice prohibiting Mses. Guerra, Castro, Pimentel and other non-exempt employees from clocking in more than five minutes before their scheduled start time. As a result, Mses. Guerra, Castro, Pimentel and other non-exempt employees had to arrive well before their scheduled start time to complete required log-in and start-up tasks off the clock so that they could be ready to work at the scheduled start time. Defendants knew or should have known this occurred because employees repeatedly reported that computer start-up delays prevented timely clock-ins. Defendants similarly required Mses. Guerra, Castro, Pimentel and other non-exempt employees to log out of systems and shut down their workstations at the end of the day, and Defendants failed to capture and pay for all such time. Because Defendants did not record and pay for all time worked, Mses. Guerra, Castro, Pimentel and other non-exempt employees did not receive all minimum wages due. Further, when the uncompensated time caused Mses. Guerra, Castro, Pimentel and other non-exempt employees to work more than eight hours in a workday and/or forty hours in a workweek, Defendants also failed to pay all overtime wages owed.

As a result of Defendants' failure to compensate Mses. Guerra, Castro, Pimentel and other non-exempt employees for all overtime and minimum wages, Defendants maintained inaccurate payroll records, failed to issue accurate wage statements, and failed to pay Mses. Guerra, Castro, Pimentel and other non-exempt employees all wages owed at the time of their separation of employment with Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

<u>Overtime Wage Violations</u>

Defendants were required to properly pay Mses. Guerra, Castro, Pimentel and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 5, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Mses. Guerra, Castro, Pimentel and other aggrieved employees to work overtime hours but did not compensate Mses. Guerra, Castro, Pimentel or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

<u>Minimum Wage Violations</u>

Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mses. Guerra, Castro, Pimentel and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mses. Guerra, Castro, Pimentel and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Mses. Guerra, Castro, Pimentel and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mses. Guerra, Castro, Pimentel and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mses. Guerra, Castro, Pimentel and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Mses. Guerra, Castro, and Pimentel will initiate a civil action on behalf of themselves and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mses. Guerra, Castro, and Pimentel's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Mses. Guerra, Castro, Pimentel and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Mses. Guerra, Castro, Pimentel and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Failing to furnish Mses. Guerra, Castro, Pimentel and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

d. Failing to timely pay all final wages due to Mses. Guerra, Castro, Pimentel and other aggrieved employees in violation of Labor Code §§ 201-203;

e. Failing to pay Mses. Guerra, Castro, Pimentel and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and

f. Failing to maintain accurate records on behalf of Mses. Guerra, Castro, Pimentel and other aggrieved employees, in violation of Labor Code §§ 558 and 1174.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Andrew J. Rowbotham, Esq.

cc: Wells Fargo Bank, National Association, c/o CSC – Lawyers Incorporating Service, Agent for Service of Process, 2710 Gateway Oaks Drive, Suite 450N, Sacramento, CA 95833 (via certified mail).