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Superior Court of California  
County of Los Angeles

JAN 13 2017

Sherry R. Carter, Executive Officer/Clerk  
By: Stephanie Amador, Deputy  
Stephanie Amador

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IN THE SUPERIOR COURT OF CALIFORNIA  
LOS ANGELES COUNTY

SAEED HESAMI, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION and DOES 1 through 10,  
inclusive,

Defendants.

Case No. BC639971

**FIRST AMENDED COMPLAINT FOR:**

- (1) Overtime Compensation (Labor Code §§ 510, 1194)
- (2) Overtime Compensation (Bus. & Prof. Code § 17200);
- (3) Meal and Rest Period Violations (Labor Code §§ 226.7, 512)
- (4) Meal and Rest Period Violations (Bus. & Prof. Code § 17200)
- (5) Unreimbursed Business Expenses (Labor Code § 2802)
- (6) Unlawful Wage Statements (Labor Code §§ 226, 1174)
- (7) Waiting Time Penalties (Labor Code § 203)
- (8) PAGA (Labor Code § 2699)

[CLASS ACTION]

**By Fax**

1 Plaintiff Saeed Hesami, on behalf of himself and all others similarly situated, complains and  
2 alleges as follows:

3 **A. INTRODUCTION**

4 1. This is a class action, under California Code of Civil Procedure § 382, seeking  
5 damages, restitution, declaratory relief, equitable relief, penalties, and reasonable attorneys' fees and  
6 costs, on behalf of Plaintiff and all other individuals who are or have been employed as Business  
7 Relationship Managers by Defendant JPMorgan Chase Bank, National Association (hereafter  
8 "Chase" or "Defendant"), in California during the four years prior to the filing of this action. Saeed  
9 Hesami brings this complaint on behalf of similarly situated Business Relationship Managers who  
10 were (a) not paid overtime compensation; (b) not provided meal and rest breaks; (c) not reimbursed  
11 for ordinary business expenses; (d) not provided lawful wage statements, and (d) not timely and  
12 properly paid all their wages at time of separation.

13 2. The "Class Period" is designated as the period from four years prior to the filing of  
14 this Complaint through the time the Court certifies this case as a class action. The violations of  
15 California's wage and hour laws, as described more fully below, have been ongoing for at least four  
16 years prior to the filing of this action, are continuing at present, and will continue unless and until  
17 enjoined by the Court.

18 **B. JURISDICTION AND VENUE**

19 3. This Court has jurisdiction over the claims brought under the California Labor Code  
20 and California's Unfair Competition Law, Business & Professions Code § 17200 *et seq.*

21 4. Venue is proper in this Court pursuant to Code of Civil Procedure § 395.5. Defendant  
22 conducts business within this judicial district and some of the harms complained of herein occurred  
23 within this judicial district.

24 **C. PARTIES**

25 5. During the Class Period, Plaintiff Saeed Hesami was employed by Chase as a Business  
26 Relationship Manager in Los Angeles County, California.

27 6. During the Class Period, Defendant JPMorgan Chase Bank, National Association is a  
28 business with its principal place of business in Columbus, Ohio. Defendant JPMorgan Chase Bank,

1 National Association is a wholly-owned subsidiary of JPMorgan Chase & Co., a financial holding  
2 company incorporated in Delaware registered corporation with its principal place of business in New  
3 York, New York.

4 7. The true names and capacities of persons or entities, whether individual, corporate,  
5 associate, or otherwise, sued herein as DOES 1 through 10, inclusive, are currently unknown to  
6 Plaintiff, who therefore sue Defendant by such fictitious names under Code of Civil Procedure § 474.  
7 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated  
8 herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein.  
9 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of  
10 the Defendants designated hereinafter as DOES when such identities become known.

11 8. All of Plaintiff's claims stated herein are asserted against Defendant and any of its  
12 owners, predecessors, successors, subsidiaries, and/or assigns.

#### 13 **D. FACTUAL BACKGROUND**

14 9. Pursuant to California Labor Code §§ 218, 218.6, and 1194, Plaintiff may bring a civil  
15 action for overtime wages directly against the employer without first filing a claim with the California  
16 Division of Labor Standards Enforcement and may recover such wages, together with interest  
17 thereon, penalties, attorney fees and costs.

18 10. Plaintiff and all members of the class identified herein were regularly scheduled as a  
19 matter of uniform company policy and practice to work and in fact worked as salaried bank  
20 employees in excess of eight hours per workday and/or in excess of forty hours per workweek  
21 without receiving straight time or overtime compensation for such overtime hours worked in violation  
22 of California Labor Code §§ 510, 1194 and California Industrial Welfare Commission Wage Order 4-  
23 2001. Defendant has failed to meet the requirements for establishing an exemption from these  
24 requirements because all class members (a) regularly spent more than 50% of their time performing  
25 nonexempt work, (b) did not customarily and regularly exercise discretion and independent judgment  
26 on matters of significance, (c) did not have the authority to hire or fire or make meaningful  
27 recommendations regarding same, (d) did not customarily and regularly supervise at least two  
28 employees or the equivalent, (e) did not perform work directly related to the management policies or

1 the general business operations of Defendant or Defendant's customers, (f) did perform nonexempt  
2 production and/or sales work a majority of their time (i.e., in excess of 50%) consistent with  
3 Defendant's realistic expectations, (g) did not customarily and regularly spend more than 50% of  
4 their time away from the Defendant's places of business selling or obtaining orders or contracts, and  
5 (h) did not earn more than 50% of their compensation in a bona fide commission plan. Thus, Plaintiff  
6 and the class members were not exempt from the overtime requirements of California law for these  
7 reasons.

8 11. Defendant failed to provide and document uninterrupted off-duty meal breaks of at  
9 least 30 minutes for the class in the number, length and manner as required. Defendant has failed to  
10 authorize and permit rest breaks for the class in the number, length and manner as required. At no  
11 time has the Plaintiff or the class entered into any written agreement with Defendant expressly or  
12 impliedly waiving their right to their meal or rest breaks. Plaintiff and the class were injured by  
13 Defendant's failure to provide meal and rest breaks.

14 12. Defendant willfully, intentionally and knowingly did not provide Plaintiff and all  
15 members of the class with accurate itemized statements showing all of the information required  
16 pursuant to Labor Code §§ 226 and 1174 and Plaintiff and other members of the class were injured  
17 thereby.

18 13. Defendant has maintained company-wide policies and/or practices that require class  
19 members to pay the ordinary business expenses of Defendant without reimbursement. For example,  
20 Business Relationship Managers are forced to bear the costs of travel, parking, mileage, and mobile  
21 telephone charges without reimbursement by Defendant. Moreover, Defendant's policy and practice  
22 of having class members pay for Defendant's ordinary business expenses also causes class members  
23 to forfeit their wages to Defendant.

24 14. Plaintiff and other formerly employed class members were not timely and properly  
25 paid all of their wages at time of termination. Plaintiff and other class members did not absent or  
26 secret themselves from timely and properly receiving their final wages at time of termination.

27 **E. CLASS ACTION ALLEGATIONS**

28 15. Plaintiff brings this action, on behalf of himself and all others similarly situated, as a

1 class action pursuant to Code of Civil Procedure § 382. The class, and subclasses, that Plaintiff seeks  
2 to represent is composed of and defined as follows:

3 All persons who are or have been employed, at any time from four years prior to  
4 the filing of this Complaint through the date of the Court's granting of class  
5 certification in this matter, by JPMorgan Chase Bank, National Association in  
6 California under the job title Business Relationship Manager or the functional  
7 equivalent however titled.

8 Plaintiff further alleges subclasses as set forth below:

9 The Unreimbursed Business Expense subclass:

10 All persons who are or have been employed, at any time from four years prior to  
11 the filing of this Complaint through the date of the Court's granting of class  
12 certification in this matter, by JPMorgan Chase Bank, National Association in  
13 California under the job title Business Relationship Manager or the functional  
14 equivalent however titled who have not been reimbursed for all ordinary  
15 business expenses.

16 The Waiting Time Penalty subclass:

17 All persons who have been employed and separated from employment (either by  
18 involuntary termination or resignation), at any time from three years prior to the  
19 filing of the Complaint through the date of the Court's granting of class  
20 certification in this matter, by JPMorgan Chase Bank, National Association in  
21 California under the job title Business Relationship Manager or the functional  
22 equivalent however titled and who did not timely receive all of their wages at  
23 time of separation.

24 16. This action has been brought and may properly be maintained as a class action under  
25 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation,  
26 the proposed class is easily ascertainable, and Plaintiff is a proper representative of the class and  
27 subclasses:

28 a. Numerosity: The potential members of the class as defined are numerous and

1 therefore joinder of all the members of the Class is impracticable.

2 b. Commonality: There are questions of law and fact common to Plaintiff and the  
3 class that predominate over any questions affecting only individual members of the class.  
4 These common questions of law and fact include, but are not limited to, the following:

5 (i) Whether Defendant's policy of classifying all Business Relationship  
6 Managers as exempt is legal under California law;

7 (ii) Whether Defendant's policy of not providing meal periods is legal  
8 under California law;

9 (iii) Whether Defendant's policy of not making rest periods available is  
10 legal under California law;

11 (v) Whether Defendant's policy of not paying for ordinary business  
12 expenses is legal under California law; and,

13 (vi) Whether Defendant's wage statements violate California law.

14 c. Typicality: Plaintiff's claims are typical of the claims of the class and sub-  
15 classes. Plaintiff and other Business Relationship Managers sustained injuries and damages,  
16 and were deprived of property rightly belonging to them, arising out of and caused by  
17 Defendant's common course of conduct in violation of law as alleged herein, in similar ways  
18 and for the same types of expenses.

19 d. Adequacy of Representation: Plaintiff is a member of the class and sub-classes  
20 and will fairly and adequately represent and protect the interests of the class. Plaintiff's  
21 interests do not conflict with those of other class members. Counsel who represent Plaintiff  
22 are competent and experienced in litigating large wage and hour class actions and will devote  
23 sufficient time and resources to the case and otherwise adequately represent the class.

24 e. Superiority of Class Action: A class action is superior to other available means  
25 for the fair and efficient adjudication of this controversy. Individual joinder of all Business  
26 Relationship Managers is not practicable, and questions of law and fact common to the class  
27 predominate over any questions affecting only individual members of the class. Each class  
28 member has been damaged or may be damaged in the future by reason of Defendant's

1 unlawful policies and/or practices as alleged herein. Certification of this case as a class action  
2 will allow those similarly situated persons to litigate their claims in the manner that is most  
3 efficient and economical for the parties and the judicial system. Certifying this case as a class  
4 action is superior because Plaintiff seeks relief that will affect all Business Relationship  
5 Managers in a common way, and will also allow for efficient and full disgorgement of the ill-  
6 gotten gains Defendant has enjoyed by maintaining its unlawful business policies and  
7 practices, and will thereby effectuate California's strong public policy of protecting  
8 employees from deprivation or offsetting of compensation earned in their employment. If this  
9 action is not certified as a Class Action, it will be impossible as a practical matter for many or  
10 most Business Relationship Managers to bring individual actions to recover monies  
11 unlawfully withheld from their lawful compensation due from Defendant due to the relatively  
12 small amounts of such individual recoveries relative to the costs, burdens, and risks of  
13 litigation.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME COMPENSATION**

16 **(Labor Code §§ 510, 1194)**

17 **(Claim by the Class)**

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

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

23 19. Class members regularly work more than 40 hours per week and/or 8 hours per day  
24 but are not paid overtime.

25 20. Class members do not meet any of the tests for exempt status under the California  
26 Wage Orders and/or the California Labor Code.

27 21. Defendant has violated California labor law by not paying the required overtime pay to  
28 Plaintiff and the members of the Class.





1 **THIRD CAUSE OF ACTION**

2 **MEAL AND REST BREAK VIOLATIONS**

3 **(Labor Code § 512 and IWC Order 4-2001)**

4 **(Claim on behalf of the class)**

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

7 29. In violation of Labor Code § 512 and IWC Wage Order 4-2001, Defendant failed to  
8 provide and document meal and rest period breaks for the class in the number, length and manner as  
9 required. At no time has the Plaintiff or the class entered into any written agreement with Defendant  
10 expressly or impliedly waiving their right to their meal and rest breaks. Plaintiff and the class have  
11 been injured by Defendant's failure to comply with Labor Code § 512 and IWC Wage Order 4-2001  
12 and are thus entitled to the wages set forth in Labor Code § 226.7.

13 **FOURTH CAUSE OF ACTION**

14 **MEAL AND REST BREAK VIOLATIONS**

15 **(Bus. & Prof. Code § 17203)**

16 **(Claim on behalf of the class)**

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

19 31. In violation of Labor Code § 512 and IWC Wage Order 4-2001, Defendant failed to  
20 provide and document meal and rest period breaks for the class in the number, length and manner as  
21 required. At no time has the Plaintiff or the class entered into any written agreement with Defendant  
22 expressly or impliedly waiving their right to their meal and rest breaks. Plaintiff and the class have  
23 been injured by Defendant's failure to comply with Labor Code § 512 and IWC Wage Order 4-2001  
24 and are thus entitled to the wages set forth in Labor Code § 226.7.

25 32. Defendant has committed an act of unfair competition by not providing meal and rest  
26 breaks in the number, length and manner as required by law.

27 33. Pursuant to California Business & Professions Code § 17203, Plaintiff requests an  
28 order requiring Defendant to make restitution of all wages due to them and the members of the class

1 in an amount to be proved at hearing, an injunction and declaratory relief to enjoin Defendant from  
2 such contact in the future, and reasonable attorneys' fees and costs per CCP § 1021.5.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(Labor Code § 2802)**

6 **(Claim by the Unreimbursed Business Expense Subclass)**

7 34. Plaintiff incorporates the allegations contained in the previous paragraphs of this  
8 Complaint as if fully set forth herein.

9 35. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee  
10 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
11 discharge of his or her duties.”

12 36. While discharging their duties for Defendant, Plaintiff and similarly situated members  
13 of the Unreimbursed Business Expense subclass have incurred work-related expenses. Such expenses  
14 include but are not limited to mobile telephone charges.

15 37. Defendant has failed to indemnify or in any manner reimburse Plaintiff and similarly  
16 situated members of the Unreimbursed Business Expense subclass for these expenditures and losses.  
17 By requiring those employees to pay expenses and cover losses that they incurred in direct  
18 consequence of the discharge of their duties for Defendant and/or in obedience of Defendant's  
19 direction or expectations, Defendants has violated and continues to violate Labor Code § 2802.

20 38. By unlawfully failing to indemnify Plaintiff and similarly situated members of the  
21 Unreimbursed Business Expense subclass, Defendant is liable for reasonable attorneys' fees and costs  
22 under Labor Code § 2802(c).

23 39. As a direct and proximate result of Defendant's conduct, Plaintiff and similarly  
24 situated members of the Unreimbursed Business Expense subclass have suffered substantial losses  
25 according to proof, as well as pre-judgment interest, costs, and attorneys' fees for the prosecution of  
26 this action.

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1 **SIXTH CAUSE OF ACTION**

2 **UNLAWFUL WAGE STATEMENTS**

3 **(Labor Code §§ 226, 1174, and 1174.5)**

4 **(Claim on behalf of the Class)**

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

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

9 42. Defendant did not state or did not accurately state, *inter alia*, the wages earned in the  
10 pay period or the actual hourly rate of Plaintiff and other Business Relationship Managers.  
11 Defendant's failure to maintain accurate itemized wage statements was willful, knowing, intentional,  
12 and the result of Defendant's custom, habit, pattern and practice. Defendant's failure to maintain  
13 accurate itemized wage statements was not the result of isolated, sporadic or unintentional behavior.  
14 Due to Defendant's failure to comply with the requirements of Labor Code §§ 226 and 1174, Plaintiff  
15 and other Business Relationship Managers were injured thereby.

16 43. Such a pattern and practice as alleged herein is unlawful and creates an entitlement to  
17 recovery by Plaintiff and Business Relationship Managers identified herein for all damages and  
18 penalties pursuant to Labor Code §§ 226 and 1174.5, including interest thereon, penalties, attorneys'  
19 fees and costs.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO PAY WAGES AT TERMINATION**

22 **(Labor Code §§ 201-203)**

23 **(Claim by Waiting Time Penalty Subclass)**

24 44. Plaintiff incorporates the allegations contained in the previous paragraphs of this  
25 Complaint as if fully set forth herein.

26 45. Labor Code § 201 provides: "If an employer discharges an employee, the wages  
27 earned and unpaid at the time of discharge are due and payable immediately."

28 46. Labor Code § 202 provides: "If an employee not having a written contract for a

1 definite period quits his or her employment, his or her wages shall become due and payable not later  
2 than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her  
3 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

4 47. Labor Code § 203 provides: “If an employer willfully fails to pay, without abatement  
5 or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an  
6 employee who is discharged or who quits, the wages of the employee shall continue as a penalty from  
7 the due date thereof at the same rate until paid or until an action therefor is commenced; but the  
8 wages shall not continue for more than 30 days.”

9 48. Plaintiff and other formerly employed Business Relationship Managers in the Waiting  
10 Time Penalties subclass were discharged by Defendant or voluntarily quit. Defendant, in violation of  
11 California Labor Code §§ 201 and 202, has a consistent and uniform policy, practice and procedure  
12 of willfully failing to timely pay the wages to its former employees. Plaintiff and other formerly  
13 employed Business Relationship Managers did not secret or absent themselves from Defendant nor  
14 refuse to accept the earned and unpaid wages from Defendant.

15 49. As a result of Defendant’s violations of Labor Code §§ 201-202, Defendant is liable  
16 for waiting time penalties to Plaintiff and the members of the Waiting Time Penalties subclass.

## 17 **EIGHTH CAUSE OF ACTION**

### 18 **(Labor Code § 2699 et seq.)**

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

21 51. As alleged above, Defendant failed to comply with the California Labor Code. As  
22 such, Plaintiff is an “aggrieved employee” as defined in Labor Code § 2699(a). Pursuant to Labor  
23 Code § 2699, the Labor Code Private Attorneys General Act of 2004, Plaintiff brings this action on  
24 behalf of himself and other current and former Business Relationship Managers against JPMorgan  
25 Chase Bank and seeks recovery of applicable civil penalties as follows:

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

27 b. where civil penalties are not established in the Labor Code for each of the  
28 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.

52. On November 3, 2016, Plaintiff caused to be served written notice via certified mail to the Labor and Workforce Development Agency and to Defendant JPMorgan Chase Bank of Plaintiff's intent to amend the complaint to add a cause of action pursuant to Labor Code § 2699 *et seq.*

53. The LWDA did not respond to the notice within the time provided by Labor Code § 2699.3.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests the following relief:

1. For an Order certifying the proposed class and subclasses and designating this action as a class action pursuant to CCP § 382;
2. For a declaratory and injunctive relief;
3. For an Order appointing Plaintiff and his counsel to represent the proposed classes, as defined in this Complaint;
4. For compensatory damages according to proof;
5. For an order requiring Defendant to provide an accounting of all wages and all sums unlawfully charged back and withheld from compensation due to Plaintiff and the other members of the proposed class;
6. For interest according to proof;
7. For penalties alleged herein;
8. For reasonable attorneys' fees and costs; and
9. For such other relief the Court deems just and proper.

DATED: January 13, 2017

WYNNE LAW FIRM



By: Edward J. Wynne  
Attorneys for Plaintiff Saeed Hesami,  
individually and on behalf of all others similar  
situated