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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**
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13 RAGINI MAL, individually and on behalf of
14 all others similarly situated,

15 Plaintiffs,

16 v.

17 BANK OF THE WEST and DOES 1-50,
18 inclusive,

18 Defendants.

Case No.: 30-2022-01251706-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
Honorable Melissa R. McCormick, Dept. CX105

**DECLARATION OF NORMA AYALA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 26, 2026
Time: 2:00 p.m.
Dept.: CX105
Judge: Hon. Melissa R. McCormick

1 I, Norma Ayala, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Mal v. Bank of the West* matter. On behalf
6 of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted
7 with the information contained herein, and in the event of being summoned to provide testimony, I am
8 fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 75 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
19 *Approved Notice Of Class Action and PAGA Settlement* in English (referred to as “Notice Packet”); (b)
20 receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members
21 regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their
22 individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing and
23 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the
24 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On September 18, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
3 approval from the Parties' Counsel before being mailed.

4 5. On October 15, 2025, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number of
6 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded
7 to our database, where it underwent a thorough review to identify any duplicates or potential
8 inconsistencies. The Class Data consisted of a total of 228 individuals.

9 6. In preparation for the mailing process, all 228 names and addresses listed in the Class Data
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice
13 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
14 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.
15 However, in cases where no updated address was found in the NCOA database, the original address
16 provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On October 27, 2025, The Notice Packet was sent to all 228 individuals listed in the Class Data
18 using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

19 8. As of the date of this declaration, our office has received 29 returned Notice Packets as
20 undeliverable. Apex conducted a computerized skip trace on the 29 returned Notice Packets in order to
21 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted
22 in obtaining 25 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First
23 Class Mail.

24 9. As of the date of this declaration, there have been 25 Notice Packets re-mailed as a result of
25 Apex's skip-tracing efforts.

26 10. As of the date of this declaration, 4 Notice Packets have been considered undeliverable as no
27 updated address was found despite conducting skip tracing.

1 11. As of the date of this declaration, Apex has received 1 request for exclusion. The deadline for
2 submitting a request for exclusion from the Settlement was December 26, 2025.

3 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
4 deadline for submitting a written objection to the Settlement was December 26, 2025.

5 13. As of the date of this declaration, Apex has not received any disputes from Class Members. The
6 deadline for submitting a dispute was December 26, 2025.

7 14. As of the date of this declaration, Apex will report 227 Participating Class Members, constituting
8 99.56% of the total 228 Settlement Class Members.

9 15. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 36,375.71. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$208,500.00 and was calculated by subtracting the requested attorneys' fees (\$118,500.00), the amount
12 requested for litigation costs and expenses (\$16,000.00), the requested Service Enhancement Payment
13 (\$5,000.00), the requested Settlement Administration Costs (\$7,000.00), and the PAGA Penalties
14 (\$40,000.00) from the Gross Settlement Amount (\$395,000.00).

15 16. The *highest* Class Settlement Payment to a Participating Class Member is currently estimated to
16 be approximately \$2,006.15, the *average* Class Settlement Payment is currently estimated to be
17 approximately \$918.50, and the *lowest* Class Settlement Payment is currently estimated to be
18 approximately \$2.46. These amounts are subject to employee-side tax and withholdings.

19 17. Pursuant to the Agreement, 25% of the PAGA Payment (\$10,000.00) will be allocated to
20 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
21 cannot opt out of the PAGA settlement. There are 171 Aggrieved Employees who worked a total of
22 8,172.00 pay periods during the PAGA Period.

23 18. The *highest* individual PAGA Penalty Payment to an Aggrieved Employee is approximately
24 \$107.68, the *average* individual PAGA Penalty Payment is approximately \$58.48, and the *lowest*
25 individual PAGA Penalty Payment is approximately \$1.22.

26 19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
27 and anticipated expenses, amount to \$7,000.00. Apex will proceed with additional tasks related to this
28 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,

1 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
2 upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 30th day of January
5 2026, in Irvine, California.

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7
8 *Norma Ayala*

9 NORMA AYALA
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EXHIBIT A

Mal v. Bank of the West
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip»

«D»

SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF ORANGE

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

PLEASE READ CAREFULLY AS

THIS NOTICE MAY AFFECT YOUR RIGHTS

RAGINI MAL, individually and on behalf of all others similarly situated, Plaintiff, v. BANK OF THE WEST and DOES 1-50, inclusive, Defendant	Case No. 30-2022-01251706-CU-OE-CXC Case No. 30-2022-01262144-CU-OE-CXC ASSIGNED FOR ALL PURPOSES TO: Honorable Melissa R. McCormick, Dept. CX105 NOTICE OF CLASS ACTION AND PAGA SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following case entitled: (1) *Ragini Mal v. Bank of the West*, Case No. 30-2022-01251706-CU-OE-CXC and (2) *Ragini Mal v. Bank of the West*, Case No. 30-2022-01262144-CU-OE-CXC (herein referred as “The Lawsuits”). You are receiving this notice because the records of BMO Harris Bank, N.A., as successor in interest to BANK OF THE WEST, (“Defendant”) indicate that you are a current or former non-exempt employee that falls within the following proposed “Class”, which is defined as:

All current and former non-exempt employees of Defendant who worked within the CESS division of Defendant in California during the Class Period [March 23, 2018 through December 5, 2024] (the “Class”).

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class (“Class Members”), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Defendant in any way whatsoever.

The Court has ordered that this notice be sent to you because Defendant’s records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuits. The notice is also intended (i) to describe the Settlement, including how the Net Settlement Fund will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS CLASS ACTION AND PAGA LAWSUIT ABOUT?

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses the actions (1) *Ragini Mal v. Bank of the West*, Case No. 30-2022-01251706- CU-OE-CXC and (2) *Ragini Mal v. Bank of the West* Case No. 30-2022-01262144-CU-OE-CXC.

The Lawsuits alleged various wage and hour causes of action premised on alleged violations of the California Labor Code including the failure to: pay minimum wages, overtime wages, failure to provide meal periods, failure to timely pay wages, failure to pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses incurred, failure to keep requisite payroll records, failure to accurately record and pay sick pay, failure to pay vested vacation pay, for unfair competition, and for civil penalties pursuant to the Private Attorney’s General Act.

Defendant maintains that they have complied with all applicable state and federal laws. Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits. Defendant agreed to the terms of the Settlement in order to avoid the time and expense associated with litigation.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendant have negotiated a settlement whereby Defendant's has agreed to pay Three Hundred and Ninety-Five Thousand Dollars (\$395,000.00) to resolve the Lawsuits, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Defendant of any liability.

III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Defendant will pay Three Hundred and Ninety-Five Thousand Dollars (\$395,000.00) to settle the claims of all Class Members who do not timely opt-out.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the Three Hundred and Ninety-Five Thousand Dollars (\$395,000.00), subject to court approval: (1) Plaintiff's counsel's attorneys' fees of the litigation, up to the amount of \$118,500.00; (2) Plaintiff's counsels' litigation costs, up to the amount of \$16,000.00; (3) The expenses of administering the Settlement, up to \$7,000.00; (4) a Service Enhancement Payment to Plaintiff in up to \$5,000.00; and (5) \$40,000.00 allocated to the settlement of Plaintiff's claim for penalties under PAGA ("PAGA Payment") that will be addressed separately. The remainder of the \$395,000.00, currently estimated to be at least \$203,500.00, will be available to be distributed to all Class Members; this amount is called the "Net Settlement Fund".

C. From the Gross Settlement Amount, Defendant will pay \$40,000 Dollars for settlement of any and all Released Claims for which penalties under PAGA, Labor Code section 2698 et seq., may be sought or are otherwise available, as the PAGA Penalty Payment. Pursuant to the express requirements of Labor Code section 2699(i), the PAGA Penalty Payment shall be allocated as follows: \$30,000 (75%) to the LWDA for the enforcement of labor laws and education of employers, and \$10,000 (25%) to the Aggrieved Employees as a part of the Net Settlement Amount. "Aggrieved Employees" means all current and former non-exempt employees of Defendant who worked within the CESS Division of Defendant in California between August 11, 2021 and December 5, 2024 (the "PAGA Period").

D. The Net Settlement Fund to be distributed to the Class Members will be divided as follows: Individual Settlement Payments will be paid from the Net Settlement Fund pursuant to the settlement formula. The Net Settlement Fund shall be divided among the Settlement Class Members on a pro-rata basis based on the following: (i) using the Class Information, the Settlement Administrator will compute the total number of workweeks of all Class Members collectively during the Class Period; this sum shall be known as the "Compensable Work Weeks"; (ii) the Settlement Administrator will divide the Net Settlement Fund by the Compensable Workweek total to determine the settlement value for each workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of workweeks of a Class Member during the Class Period by the Workweek Value to determine that Class Member's Individual Settlement Payment.

Each Class Member's workweeks shall be calculated by Defendant from its records. Settlement payments will be allocated one-half (1/2) wages and one-half (1/2) penalties and interest. Each recipient of any monies paid in accordance with this Settlement Agreement is responsible for any taxes associated with the monies received by each recipient.

E. If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Defendant, its corporate parent Bank of Montreal and its affiliate BMO Financial Corporation, and each and all of their respective past and present parents and subsidiaries, and each and all of their respective past and present directors, officers, managers, employees, principals, shareholders, predecessors, successors, divisions, and assigns, (collectively the "Released Parties") from:

Any and all claims during the time period of March 23, 2018 through December 5, 2024 alleged or could have reasonably been alleged based on the facts alleged in Plaintiff's First Amended Class Complaint, including all claims for any violation of California Labor Code sections 203, 226, 226.7, 227.3, 246, 510, 512, 1194, 2802, and Business and Professions Code sections 17200 et seq., including claims for damages, penalties, interest, liquidated damages, attorneys' fees, costs, injunctive relief, declaratory relief, or accounting reasonably related to the allegations in the Complaint.

Any and all Private Attorneys General Act (PAGA) claims for civil penalties under Labor Code section 2698 et. seq. arising from the factual allegations in the Operative Complaint and Amended LWDA Letter, including California Labor Code sections 201, 202, 203, 226, 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2698, and 2802(the "PAGA Release"). It is understood and acknowledged that the PAGA Release is binding upon Representative Plaintiff and all Aggrieved Employees during the PAGA Period from August 11, 2021, through December 5, 2024. Aggrieved Employees, including those Class Members who have opted out of the Settlement, are not able to opt out of the PAGA Penalty Payment, including the release of PAGA Claims.

IV. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the \$395,000.00 settlement and be bound by the release of all claims described above and all other terms of the Settlement Agreement as approved by the Court. In order to receive your Individual Settlement Payment, you do not need to do anything.***

Based on Defendant's internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

Defendant's records reflect that you are a Settlement Class Member who worked for Defendant in California for **«Class Weeks»** weeks during the Class Period, and your estimated gross Individual Settlement Share is **«Est Class PMT»**. This is an estimated number and may change based on the Settlement Administrator's final calculation of the Net Settlement Amount.

Defendant's records also reflect that you are an Aggrieved Employee who worked for Defendant in California for «PAGA_Pay_Periods» during the PAGA Period, and your estimated share of the PAGA Payment is \$«Est_PAGA_PMT». This is an estimated number and may change based on the final calculation of eligible employees.

The Individual Settlement Payments will be paid by check after the Settlement is given final approval by the Court. Your check will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for 180 days from the date on which it is mailed. If any Class Member's Individual Settlement Payment check is not cashed within 180 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

B. *You may opt out of the Settlement and choose not to participate in it, in which case you will not receive your Individual Settlement Payment and you will not be bound by the terms of the Settlement except that if you are also an Aggrieved Employee you will receive your portion of the PAGA Payment and release the PAGA claims described in the Settlement.* In order to opt out, use the form attached to this notice that is titled "ELECTION NOT TO PARTICIPATE IN CLASS ACTION SETTLEMENT" ("Exclusion Form"). You must send the Exclusion Form by United States mail to the Settlement Administrator, Apex Class Action, LLC PO Box 54668, Irvine, CA 92619, by no later than **December 26, 2025** (60 calendar days after mailing of this notice, the "Response Deadline"). In order to be considered valid, your request for exclusion must be in writing and: (1) contain the name, mailing address, and last four digits of the Social Security Number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If you elect to Opt-Out you will not be able to participate in the settlement and will not receive a share of the settlement proceeds. You will receive your portion of the PAGA Payment..

C. *You may dispute the Calculations of Your Individual Settlement Payment.* In order to dispute the amount of your Individual Settlement Payment, and the number of workweeks used to calculate the Individual Settlement Payment, you must send a written dispute by United States mail to the Settlement Administrator, Apex Class Action, LLC, PO Box 54668, Irvine, CA 92619, by no later than **December 26, 2025** (60 calendar days after mailing of this notice). In order to be considered, your dispute must be (1) timely; and (2) accompanied by records or documentation supporting your position such as wage statements, W2 forms, time records, calendars, memoranda, emails, or any other type of documentation. In response to any timely dispute, the Settlement Administrator will use Defendant's records and any information you provide to resolve any dispute about your workweek data. The Settlement Administrator's decisions concerning any disputes may be reviewed by the Court.

D. *You may object to the Settlement.* The procedures for objecting to the settlement are described below in Section VIII of this form.

V. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your Individual Settlement Payment based on your number of credited workweeks and will issue and mail you a check.

B. It is important for the Settlement Administrator and the parties to the Lawsuits to have your current address in order to be able to send you other mailings regarding the Lawsuits. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your Individual Settlement Amount.

VI. HEARING ON PROPOSED SETTLEMENT

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on February 26, 2026, at 2:00 p.m., in Department CX105 of the Orange County Superior Court, 751 W. Santa Ana, Santa Ana, California 92702. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed Settlement as unfair, unreasonable, and/or inadequate or if you believe the Settlement should not be finally approved for any reason. You are not eligible to object to the Settlement if you choose to opt out.

B. Any objection to the Settlement must be in writing. You may use the form attached to this Notice titled "Objection Form." All written objections and supporting papers must include the following: (i) the full name and signature of the objecting Class Member; (ii) be submitted to the Settlement Administrator; (iii) set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection; (v) state whether the objecting Class Member is represented by counsel, and identify any such counsel; (vi) be filed or postmarked on or before **December 26, 2025** (60 days after mailing of this Notice).

The Court retains final authority with respect to the consideration and admissibility of any objections. Counsel for the Parties shall file any response to any objections at least ten (10) court days before the date of the Final Fairness and Approval Hearing.

However, if you do not opt out of the Settlement, you may appear at the final approval hearing and voice an objection, whether or not you submit a prior written objection.

C. If you file an objection, you do not have to come to the Court to talk about it. You may also pay your own lawyer to appear

VIII. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and all other settlement related documents and motions, which are posted for your review at <https://apexclassaction.com/bankofthewest/>. The Settlement Administrator will post all key documents on this website, including the operative complaint, the PAGA notice letter(s) to the LWDA, the Settlement Agreement and any amendments, the Class Notice and any included forms, the Orders granting Preliminary and Final Approval, and the Judgment. The Judgment will be posted on class administrator's website for 180 days from the date the Judgment is ordered by the Court.



Additionally, all papers filed in the Lawsuits may be examined by accessing the Court docket, under Case Number 30-2022-01251706-CU-OE-CXC, through the Court's website, at <https://www.occourts.org/>. All documents are also on file and accessible through the Clerk of the Court, which is located in the office of the Clerk of the Orange Superior Court, 751 W. Santa Ana, Santa Ana, California 92702.

If you have any questions, you can call the Settlement Administrator at 1-800-355-0700 or any of the attorneys representing the Class (see below for Class Counsel's phone number).

ATTORNEYS REPRESENTING THE CLASS

James Hawkins APLC
James R. Hawkins
Gregory Mauro
Lauren Falk
Ava Issary
9880 Research Drive, Suite 200
Irvine, California 92618
Tel: (949) 387-7200;
Fax: (949) 387-6676

ATTORNEYS REPRESENTING DEFENDANT

ORRICK, HERRINGTON & SUTCLIFFE LLP

Andrew R. Livingston
Kayla D. Grundy
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669
Telephone: +1-415-773-5700
Facsimile: +1-415-773-5759

PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT

Must Be Postmarked

No Later Than

December 26, 2025

OBJECTION FORM

Ragini Mal v. Bank of the West

Superior Court of California, County of Orange

Case No. 30-2022-01251706-CU-OE-CXC

Case No. 30-2022-01262144-CU-OE-CXC

COMPLETE AND RETURN THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT IN THIS CASE.

DO NOT RETURN THIS FORM IF YOU WANT TO REQUEST EXCLUSION FROM THE SETTLEMENT.

IF YOU DO NOT HAVE ANY OBJECTIONS TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

To object, you must complete, sign, and mail this Objection Form by First Class U.S. Mail or equivalent, postage prepaid, postmarked on or before **December 26, 2025**, as addressed as follows:

MAIL TO:

Ragini Mal v. Bank of the West Settlement

c/o Apex Class Action, LLC

PO Box 54668

Irvine, CA 92619

I want to OBJECT to the Settlement in this case. My objections to the Settlement are (use additional pages if needed):

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Date: _____

Signature

ELECTION NOT TO PARTICIPATE IN CLASS ACTION SETTLEMENT ("Exclusion Form")

Ragini Mal v. Bank of the West; Superior Court of California, County of Orange
Case No. 30-2022-01251706-CU-OE-CXC
Case No. 30-2022-01262144-CU-OE-CXC

ONLY SIGN AND MAIL THIS DOCUMENT IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE FROM THE CLASS SETTLEMENT.

This document must be postmarked no later than December 26, 2025, and sent via U.S. Mail to

MAIL TO:
Ragini Mal v. Bank of the West Settlement
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

By signing and mailing this form to exclude yourself from the class portion of the settlement you are agreeing to and confirming the following:

It is my decision not to participate in the class settlement in ***Ragini Mal v. Bank of the West***. I understand that by excluding myself from the class settlement, I will not release the Released Claims and will not receive an Individual Settlement Share.

I confirm that I am and/or was employed by Bank of the West as an hourly paid non-exempt employee within the State of California who worked within the CESS division of Defendant during the time period from March 23, 2018 through December 5, 2024. I can confirm that I received and reviewed the Notice of Pendency of Class Action and Proposed Settlement in this action. I have decided to exclude myself from the class settlement, and I have decided not to participate in the class settlement.

[Please write legibly in print]

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

Last Four Digits of Your Social Security Number: _____

Date: _____

(Signature)