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Attorneys for Plaintiff RAGINI MAL,
on behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

RAGINI MAL, on behalf of the general public
as private attorney general,

Plaintiff,

v.

BANK OF THE WEST; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 30-2022-01262144-CU-OE-CXC

Assigned For All Purposes To:

Judge: Judge William Cluster
Dept.:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

COMES NOW RAGINI MAL (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants BANK OF THE WEST; and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to the following Labor Code violations which include but are not limited to: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failing to pay all wages earned and owed upon separation from Defendant’s employ, (d) failing to provide accurate itemized wage statements, (e) failing to accurately record and pay sick leave; (f) failing to pay vested vacation pay at the time of separation; and (g) failing to reimburse necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants are doing business throughout California, including but
5 not limited to Vista County, and each Defendant is within the jurisdiction of this Court for service
6 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
7 aggrieved employees within the State of California. Defendants employ numerous aggrieved
8 employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated non-exempt aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present ("liability period"), Defendant consistently maintained and enforced against
20 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
22 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
23 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
24 of pay in lieu of providing a meal period; (c) failing to pay all wages earned and owed upon
25 separation from Defendant's employ, (d) failing to provide accurate itemized wage statements, (e)
26 failing to accurately record and pay sick leave; (f) failing to pay vested vacation pay at the time of
27 separation; and (g) failing to reimburse necessary business expenses.

28 9. Plaintiff on behalf of the general public as private attorney general and all other

1 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
2 enumerated under 2699.5 as follows: sections 201-203, 510, 226.7, 226, 226.3, 227.3, 246, 512,
3 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and seeking penalties, interest, attorneys' fees and
4 costs.

5 **III. PARTIES**

6 10. Plaintiff RAGINI MAL was at all times relevant to this action a resident of
7 California. Plaintiff was employed by Defendants in approximately July 7, 2020, as a Non-Exempt
8 Employee working as a collection agent, and worked during the liability period for Defendants
9 until Plaintiff's separation from Defendants' employ in approximately August 25, 2021. Plaintiff's
10 duties included, but were not limited to, assisting customers with managing accounts for
11 collections, helping customers with credit cards, and issuing payment plans.

12 11. As Defendants' employee, Plaintiff, and all other aggrieved employees were
13 regularly required to and subsequently suffered:

- 14 a. perform work subject to the control of the employer without being compensated all
15 wages including overtime, all in violation of California labor laws, regulations, and
16 the Industrial Welfare Commission Wage Order ("IWC");
- 17 b. work in excess of five and ten hours per day without being provided meal periods
18 and not compensated one (1) hour of pay at the regular rate of compensation for
19 each workday that a meal period was not provided, all in violation of California
20 labor laws, regulations, and the Industrial Welfare Commission Wage Orders
21 ("IWC");
- 22 c. not accurately paid sick pay;
- 23 d. not paid vested vacation pay at the time of separation;
- 24 e. not reimbursed for business expenses incurred; and
- 25 f. not provided accurate itemized wage statements.

26 12. On information and belief, Defendants willfully failed to pay all earned wages in
27 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
28 Exempt Employees and members of the Representative Group; nor have Defendants returned to

1 Plaintiff or members of the Representative Group, upon or after separation from employment with
2 Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.*
3 on behalf of the general public as private attorney general and all other aggrieved employees.

4 **B. Defendants**

5 13. Defendant BANK OF THE WEST operates as a bank and bank call center. Plaintiff
6 estimates there are in excess of 100 Non-Exempt Employees who work or have worked for
7 Defendants over the last four years.

8 14. Other than identified herein, Plaintiff is unaware of the true names, capacities,
9 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
10 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
11 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
12 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
13 are ascertained.

14 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
15 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
16 Representative Group, and exercised control over their wages, hours, and working conditions.
17 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
18 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
19 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
20 attributable to the other defendants.

21 **IV. GENERAL ALLEGATIONS**

22 16. At all times set forth herein, Defendant employed Plaintiff and other persons in the
23 capacity of non-exempt positions, however titled, throughout the state of California.

24 17. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
25 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
26 rules and regulations of the IWC California Wage Orders.

27 18. Defendant continues to employ Non-Exempt Employees, however titled, in
28 California and implement a uniform set of policies and practices to all non-exempt employees, as

1 they were all engaged in the generic job duties of assisting customers with managing bank
2 accounts for collections, helping customers with credit cards, and payment plans.

3 19. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
4 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
5 of the requirements of California's wage and employment laws.

6 20. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
7 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
8 week.

9 21. Plaintiff is informed and believes, and thereon alleges, that during the relevant time
10 frame, Defendants compensated Plaintiff and Aggrieved Employees based on a hybrid hourly
11 rate/piece rate compensation system (i.e., commission basis).

12 22. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
13 compensated for all time worked as Plaintiff and Aggrieved Employees in part because they were
14 frequently required to work off the clock. This resulted over time of an underpayment of minimum
15 and overtime wages to Plaintiff and Aggrieved Employees. On information and belief, Defendants
16 also failed to properly compensate Plaintiff and Aggrieved Employees by impermissibly rounding
17 down and/or failing to round up Plaintiff's pay.

18 23. At all times relevant, Defendants implemented a rounding system, which over time
19 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

20 24. Defendants also failed to properly calculate Plaintiff's and the Aggrieved
21 Employees' regular rate of pay including but not limited to by failing to include all forms of
22 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
23 commissions, "Benefit Credit," and other compensation for overtime calculation purposes.

24 25. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
25 excess of five hours without being provided a lawful meal period and over ten hours in a day
26 without being provided a second lawful meal period as required by law.

27 26. Indeed, during the relevant time, as a consequence of Defendants' staffing and
28 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,

1 Defendants frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally
2 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law.

3 27. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
4 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
5 to provide Plaintiff and the Aggrieved Employees legally compliant second meal periods on shifts
6 over ten hours as required by law.

7 28. On information and belief, Plaintiff and Aggrieved Employees did not waive their
8 rights to meal periods under the law.

9 29. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
10 meal periods.

11 30. Despite the above-mentioned meal period violations, Defendants failed to
12 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
13 one additional hour of pay at their regular rate as required by California law when meal periods
14 were not timely or lawfully provided in a compliant manner.

15 31. Further, Defendants failed to calculate bonuses and other forms of remuneration
16 into the regular rate of pay when calculating premium wages for non-compliant meal periods.

17 32. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
18 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
19 were entitled to receive premium wages based on their regular rate of pay under Labor Code
20 §226.7 but were not receiving such compensation.

21 33. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
22 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
23 failed to factor all forms of compensation into the regular rate.

24 34. Defendants also failed to provide accurate, lawful itemized wage statements to
25 Plaintiff and the Aggrieved Employees in part because of the above specified violations including
26 Defendants' failure to identify the hourly rate of pay and the hours worked to calculate Plaintiff's
27 and Aggrieved Employees' compensation. In addition, upon information and belief, Defendants
28 omitted an accurate itemization of the premiums due and owing for meal period violations and

1 also gross pay and net pay figures from Plaintiff and the Aggrieved Employees' wage statements.

2 35. On information and belief, during the relevant time frame, Defendants had a policy
3 that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved
4 Employees.

5 36. During the relevant time frame, Defendants failed to accurately pay said vested
6 paid time off/vacation time to its employees at the time of termination, including Plaintiff and
7 Aggrieved Employees, at their final rate in accordance with said policy and in accordance with the
8 law.

9 37. On information and belief, Defendants failed to reimburse business expenses
10 incurred by Plaintiff and Aggrieved Employees as a result of the discharge of their duties. For
11 instance, Plaintiff and Aggrieved Employees were required to work from home and purchase
12 internet in order to conduct their work obligations. Despite these realities, Defendants failed to
13 reimburse Plaintiff and Aggrieved Employees pursuant to Labor Code § 2802.

14 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
16 thereof for resignations without prior notice as the case may be) they had a duty to accurately
17 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
18 meal period premiums, and that Defendants had the financial ability to pay such compensation,
19 but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the
20 above-specified violations.

21 39. Upon information and belief, Defendants knew and or should have known that it is
22 improper to implement policies and commit unlawful acts such as:

23 (a) requiring employees to work in excess of five (5) hours or ten (10) hours per day
24 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
25 and without compensating employees with one (1) hour of pay at the regular rate of compensation
26 for each workday that such a meal period was not provided;

27 (b) failing to pay Plaintiff and Aggrieved Employees for all wages including overtime
28 wages owed;

- (c) failing to timely pay Plaintiff and Aggrieved Employees;
- (d) failing to provide accurate itemized wage statements;
- (e) failure to accurately pay sick pay;
- (f) failing to pay vested vacation pay at time of separation; and
- (g) failing to reimburse business expenses.

40. In addition to the violations above, and on information and belief, Defendants knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.

41. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

42. On March 23, 2022, Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

43. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

44. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-203, 510, 226.7, 226, 226.3, 227.3, 246, 512, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, and 2698 et seq., applicable IWC Wage Orders and

1 California Code of Regulations, Title 8, section 11000 *et. seq.*

2 45. At all times relevant, Plaintiff and all other aggrieved employees regularly
3 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
4 rest break requirements of the applicable IWC wage order and the Labor Code.

5 46. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
6 accurately pay at least minimum wages due as a result as a result of the methodology of
7 Defendants' piece-rate payment scheme, and for Defendants' failure to compensate Plaintiff and
8 Aggrieved Employees for the off-the-clock work performed as discussed above.

9 47. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
10 overtime wages owed as discussed above Defendants' failure to account for work time performed
11 off-the-clock by Plaintiff and Aggrieved Employees and due to Defendants' piece-rate payment
12 scheme. Defendants also failed to include all forms of remuneration into the regular rates of pay
13 for overtime calculation purposes as discussed above. Therefore, Defendants violated section 510,
14 and 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight
15 (8) hours in a day or forty (40) hours in a work week. Section 510 of the Labor Code codifies the
16 right to overtime compensation at the rate of one and one-half times the regular rate of pay for all
17 hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to
18 overtime compensation twice the regular rate of pay for hours worked in excess of twelve (12)
19 hours in a day or in excess of eight (8) hours in a day on the seventh day of work in a particular
20 work week

21 48. Defendants also failed to accurately pay sick pay at Plaintiff and Aggrieved
22 Employees' regular rates. Labor Code § 246 provides that the employer shall calculate paid sick
23 leave by using one of two calculations: (1) "Paid sick time for nonexempt employees shall be
24 calculated in the same manner as the regular rate of pay for the workweek in which the employee
25 uses paid sick time, whether or not the employee actually works overtime in that workweek;" or
26 (2) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total
27 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
28 periods of the prior 90 days of employment."

1 49. Defendants failed to provide Plaintiff and all other aggrieved employees
2 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
3 and enforced policies of on duty meal period practices which required employees to work during
4 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
5 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
6 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
7 time of trial.

8 50. On information and belief, Defendants also failed to properly compensate Plaintiff
9 and Aggrieved Employees by impermissibly rounding down and/or failing to round up Plaintiff's
10 pay.

11 51. At all times relevant, Defendants implemented a rounding system, which over time
12 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

13 52. Defendants also willfully violated Labor Code sections 201-203 by failing to
14 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
15 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
16 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
17 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
18 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
19 The penalty cannot exceed 30 days of wages.

20 53. Plaintiff and all other aggrieved employees who were separated from employment
21 are entitled to compensation for all forms of wages earned, including but not limited to
22 compensation regular and overtime wages, and for non-provided meal periods, but to date have
23 not received such compensation, therefore entitling them to penalties under PAGA for violations
24 of Labor Code sections 201-203.

25 54. On information and belief, Defendants willfully failed to pay all wages due and
26 owing upon separation from employment. These wages include regular and overtime wages, and
27 meal and rest period premiums.

28 55. On information and belief, Defendants failed to provide accurate itemized wage

1 statements which failed to include the rate of pay and total hours worked per pay period, failed to
2 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
3 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
4 to Labor Code section 226(a).

5 56. Defendants have failed to provide Plaintiff and Aggrieved Employees rates of pay
6 and the hours for which they worked for any given pay period.

7 57. Defendants have failed to accurately record all time worked.

8 58. Defendants have also failed to accurately record the meal period premiums owed
9 and all wages owed per pay period.

10 59. Plaintiff and Aggrieved Employees have been injured as they were unable to
11 determine whether they had been paid correctly for all hours worked per pay period among other
12 things.

13 60. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
14 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
15 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
16 for each violation in a subsequent citation, for which the employer fails to provide the employee a
17 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

18 61. On information and belief, during the relevant time frame, Defendants had a policy
19 that provided for paid time off/vacation time for its employees, including Plaintiff and Aggrieved
20 Employees.

21 62. During the relevant time frame, Defendants failed to accurately pay said vested
22 paid time off/vacation time to its employees at the time of termination, including Plaintiff and
23 Aggrieved Employees, at their final rate in accordance with said policy and in accordance with the
24 law.

25 63. On information and belief, Defendants failed to reimburse Plaintiff and Aggrieved
26 Employees for business expenses incurred as described above. Labor Code § 2802 requires
27 Defendants to indemnify Plaintiff and Aggrieved Employees for necessary expenditures incurred
28 in direct consequences of the discharge of his or her duties. Despite these realities of the job,

1 Defendants failed to provide reimbursements.

2 64. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
3 implied, made by any employee to waive the benefits of this article or any part thereof is null and
4 void, and this article shall not deprive any employee or his or her personal representative of any
5 right or remedy to which he is entitled under the laws of this State.

6 65. Additionally, Defendants have no accurate records relating to aggrieved
7 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
8 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
9 maintain accurate records relating to hours worked daily in violation of Labor Code sections
10 1174(d), 1174.5.

11 66. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are
12 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
13 worked.

14 67. Plaintiff and the Representative Aggrieved Employees are entitled to recover
15 Penalties and attorneys’ fees and costs under Labor Code section 2698 et. seq.

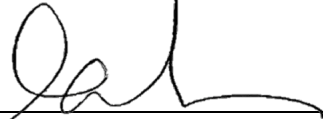
16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 18 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 19 2. For reasonable attorneys’ fees and costs; and
- 20 3. For such other and further relief as the Court deems proper.

21 Dated: May 31, 2022

JAMES HAWKINS APLC

22
23 By: 

24 JAMES R. HAWKINS, ESQ.
25 GREGORY MAURO, ESQ.
26 MICHAEL CALVO, ESQ.
27 LAUREN FALK, ESQ.
28 AVA ISSARY, ESQ.
Attorneys for Plaintiff RAGINI MAL on
behalf of the general public as private attorney
general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

March 23, 2022

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

Bank of The West
Agent for Service of Process:
C T CORPORATION SYSTEM
330 N. Brand Blvd, Suite 700
Glendale, CA 91203
Receipt No. 7021 2720 0003 1232 5283

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff RAGINI MAL, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, BANK OF THE WEST, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint