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June 17, 2026

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(***Via Online Submission***)

East West Bank
135 N Los Robles Avenue
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(***Via Certified Mail, Return Receipt Requested***)
#9489-0090-0027-6639-1378-16

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East West Bank
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(***Via Certified Mail, Return Receipt Requested***)
 # 9489-0090-0027-6639-1378-09

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(***Via Certified Mail, Return Receipt Requested***)
#9489-0090-0027-6639-1377-93

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Re: ***Mirna Marlene Barton v. East West Bank***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Mirna Marlene Barton ("Ms. Barton" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employers, East West Bank, East West Bancorp Foundation, and East West Bancorp, Inc. ("East West Bank" or "Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

Ms. Barton wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for East West Bank in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employee").

Ms. Barton and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Barton's Employment with East West Bank

East West Bank is a financial institution that conducts business throughout California. Ms. Barton worked for East West Bank as a Branch Operations Lead from approximately February 1, 2018 through May 18, 2026. Throughout her employment, East West Bank classified Ms. Barton as a non-exempt employee and paid her on an hourly basis at a rate of approximately $25.00 per hour. Ms. Barton generally worked five or six days per week and regularly worked more than forty hours in a workweek. As Branch Operations Lead, Ms. Barton was responsible for opening the branch, conducting security checks, preparing computer systems and equipment for daily operations, assisting tellers, generating reports, assisting customers, and performing various back-office functions. In carrying out these responsibilities, Ms. Barton was routinely required to perform work before and after her scheduled shifts and was frequently unable to take compliant meal and rest periods.

For example, Ms. Barton was required to arrive before her scheduled start time to prepare the branch for opening, including preparing computer systems, opening the vault, and ensuring equipment was operational before employees and customers arrived. Ms. Barton estimates that she routinely performed approximately ten to fifteen minutes of work before clocking in. Likewise, she occasionally continued performing work after clocking out, including securing the branch before leaving for the day. As a result, East West Bank failed to compensate Ms. Barton for all hours worked. These same operational demands also interfered with Ms. Barton's ability to take compliant meal periods. Because she was responsible for assisting tellers and maintaining branch operations, Ms. Barton would frequently have to take her meal periods until after other employees had taken theirs and, on occasion, took meal periods after the fifth hour of work. Moreover, on several occasions when Ms. Barton was able to take her meal period on time, Ms. Barton often had her meal period interrupted with work related duties.

Similarly, staffing shortages and workload demands frequently prevented Ms. Barton from taking all required rest periods. Although she generally took her first rest break, she often missed her second rest break because there was insufficient coverage available to relieve her of her duties. Ms. Barton estimates that she missed her second rest period at least three times per week. Despite these missed breaks, East West Bank failed to provide all meal and rest period premiums required by California law.

Ms. Barton also incurred necessary business expenses in the course of her employment. Specifically, East West Bank required Ms. Barton to use her personal cellular telephone to access employer computer systems through an authentication application and to communicate with supervisors regarding work-related matters. Despite requiring Ms. Barton to use her personal device for business purposes, East West Bank failed to reimburse her for these expenditures.

As a result of the foregoing policies and practices, East West Bank failed to pay Ms. Barton for all hours worked, including off-the-clock work; failed to provide legally compliant meal periods; failed to authorize and permit compliant rest periods; failed to provide all required premium payments; failed to reimburse necessary business expenditures; failed to provide accurate wage statements; and failed to timely pay all wages due upon separation. Ms. Barton's experiences are representative of the unlawful policies and practices to which other Aggrieved Employees were subjected.

Given, Employers own, operated, and/or controlled a business and establishment within the State of California, Employers were subject to the California Labor Code, applicable Industrial Welfare Commission Wage Orders, and the California Business and Professions Code.

Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Ms. Barton and other Aggrieved Employees for all hours worked, including minimum wages, straight-time wages, and overtime wages. Among other things, Employers required Ms. Barton and other Aggrieved Employees to perform work off the clock before and after their scheduled shifts without compensation. For example, Ms. Barton was required to arrive before her scheduled start time to prepare the branch for opening, including preparing computer systems, opening the vault, and ensuring equipment was operational before employees and customers arrived. Ms. Barton estimates that she routinely performed approximately ten to fifteen minutes of work before clocking in. Likewise, Ms. Barton occasionally continued performing work after clocking out, including securing the branch before leaving for the day. Employers also failed to compensate Ms. Barton and other Aggrieved Employees for all work performed during meal periods. Due to staffing shortages and operational demands, Ms. Barton frequently delayed her meal periods until after other employees had taken theirs and occasionally received work-related telephone calls during her meal periods regarding workplace matters. As a result, Employers suffered or permitted Ms. Barton and other Aggrieved Employees to perform compensable work without recording or paying for all time worked.

Because Employers failed to record and compensate all hours worked, Employers also failed to properly calculate all overtime wages owed. Although Ms. Barton generally worked more than forty hours in a workweek and was paid overtime for recorded hours, Employers failed to include all compensable time worked in calculating her wages, including off-the-clock work performed before clocking in, after clocking out, and during otherwise unpaid meal periods. To the extent these uncompensated hours caused Ms. Barton and other Aggrieved Employees to work in excess of eight hours in a workday, forty hours in a workweek, or otherwise qualify for overtime compensation under California law, Employers failed to pay all overtime wages owed.

By failing to pay for all hours worked, Employers also failed to maintain accurate records reflecting all time worked by Ms. Barton and other Aggrieved Employees. As a result, Employers violated California law governing minimum wages, straight-time wages, overtime compensation, and recordkeeping requirements.

As a result, Employers are liable to Ms. Barton and other Aggrieved Employees for the civil penalties provided under Labor Code sections 210, 1197.1, and 2699(f)(2) for failing to pay all minimum wages, straight-time wages, and overtime wages owed.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times failed to provide Ms. Barton and other Aggrieved Employees with legally compliant meal periods. Throughout the statutory period, staffing shortages, workload demands, and operational requirements frequently interfered with employees' ability to take timely, uninterrupted, and duty-free meal periods. As a result, Ms. Barton and other Aggrieved Employees were at times not provided meal periods before the end of the fifth hour of work and were otherwise deprived of meal periods under the conditions required by California law.

Ms. Barton personally experienced these practices during her employment. Because staffing and operational demands frequently took priority over employees' ability to take meal periods, Ms. Barton was often not provided a meal period until after the fifth hour of work. In addition, Ms. Barton occasionally received work-related telephone calls during her meal periods, thereby interfering with her ability to enjoy an uninterrupted meal break. Upon information and belief, other Aggrieved Employees were similarly subjected to meal periods that were late, interrupted, missed, or otherwise rendered noncompliant by Employers' policies and practices.

Rather than ensuring that compliant meal periods were provided, Employers maintained staffing levels and operational practices that regularly interfered with employees' ability to take timely and uninterrupted meal periods. Ms. Barton further recalls that when a meal period was provided after the fifth hour of work, she was presented with an option to either receive or waive a meal period premium. According to Ms. Barton, she frequently waived the premium because she was concerned she would get into trouble for receiving premium pay, even though the noncompliant meal periods resulted from workplace demands. Ms. Barton does not recall ever signing a written meal period waiver. Upon information and belief, Employers similarly failed to ensure that other Aggrieved Employees received all premium pay required for noncompliant meal periods.

As a result of these practices, Ms. Barton and other Aggrieved Employees were entitled to one additional hour of pay for each workday on which a compliant meal period was not provided. Employers, however, failed to pay all meal period premiums owed. Although Ms. Barton recalls occasionally receiving meal period premiums, she does not believe she was compensated for all late, missed, interrupted, or otherwise noncompliant meal periods. Accordingly, Employers are liable for the civil penalties associated with their failure to provide compliant meal periods and failure to pay all meal period premiums required under California law.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

<u>Failure to Authorize and Permit Rest Periods</u>

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period.

Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

<u>Failure to Pay All Earned Wages Twice Per Month</u>

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers failed to maintain accurate records reflecting all hours worked by Ms. Barton and other Aggrieved Employees. As described above, Ms. Barton routinely performed work before clocking in and occasionally performed work after clocking out. Because this work was not always recorded, Employers' records did not accurately reflect all compensable time worked by Ms. Barton and, upon information and belief, other Aggrieved Employees. Employers likewise failed to maintain accurate records concerning meal period compliance. Throughout the statutory period, staffing shortages, workload demands, and operational requirements frequently resulted in meal periods being provided after the fifth hour of work. Despite these violations, Employers failed to accurately track and compensate all noncompliant meal periods and the premium wages owed as a result thereof. Indeed, Ms. Barton recalls being presented with an option to waive meal period premiums when a late meal period occurred, even though the underlying violation had already taken place. As a result of these practices, Employers failed to maintain accurate records of hours worked, meal period compliance, and premium wages owed to Ms. Barton and other Aggrieved Employees. Employers' failure to maintain accurate records impaired the ability of Ms. Barton and other Aggrieved Employees to determine whether they had been fully compensated for all hours worked and all premium wages owed under California law. Accordingly, Employers are liable for the civil penalties associated with their recordkeeping violations.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization. Employee recalls that she did not receive final wages at the time of discharge, nor within seventy-two (72) hours of leaving Employers' employment, but instead not until the next payroll cycle.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties.

Throughout the statutory period, Employers required Ms. Barton and, upon information and belief, other Aggrieved Employees to incur necessary business expenses in direct discharge of their duties. For example, Employers required Ms. Barton to use her personal cellular telephone to access employer computer systems through an authentication application and to communicate with supervisors regarding work-related matters. These expenses were incurred for Employers' benefit and were necessary for Ms. Barton to perform her job duties. Nevertheless, Employers failed to reimburse Ms. Barton for the reasonable costs associated with using her personal cellular telephone for work purposes. Upon information and belief, Employers similarly failed to reimburse other Aggrieved Employees who were required to use their personal cellular telephones or other personal resources in connection with their employment. As a result, Employers failed to indemnify Ms. Barton and other Aggrieved Employees for all necessary expenditures and losses incurred in direct consequence of performing their job duties, in violation of California law.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them.

Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.[1]

<u>Action for Civil Penalties Under PAGA</u>

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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[1] See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

Heriberto Ponce, Esq.