

SUMMONS

(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
7/15/2024 3:30:48 PM

Clerk of the Superior Court
By M. Guyot, Deputy Clerk

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Bank of Southern California, N.A., a California corporation; and DOES 1 through 50, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Carmen Ruelas, in her representative capacity only, on behalf of the state of California, the general public, and all aggrieved employees.

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Diego Superior Court
Hall of Justice - 330 W. Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso): 24CU001137C

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Vilmarie Cordero; Samara A. Bahu, GRAHAMHOLLIS APC; 3555 Fifth Ave, Suite 200, San Diego, CA 92103, Tel. 619.692.0800

DATE:
(Fecha) 7/16/2024

Clerk, by  M. Guyot, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Vilmarie Cordero (SBN 268860) / Samara A. Bahu (SBN 351440) GrahamHollis APC, 3555 Fifth Avenue, Suite 200, San Diego, CA 92103 TELEPHONE NO.: 619-692-0800 FAX NO.: 619-692-0822 EMAIL ADDRESS: vcordero@grahamhollis.com / sbahu@grahamhollis.com ATTORNEY FOR (Name): PLAINTIFF CARMEN RUELAS	FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 7/15/2024 3:30:48 PM Clerk of the Superior Court By M. Guyot , Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W. Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, 92101 BRANCH NAME: Hall of Justice	
CASE NAME: Carmen Ruelas v. Bank of Southern California, N.A., et al.	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 24CU001137C JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
---	--	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☐ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): One
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: July 15, 2024
 Samara A. Bahu

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

7/15/2024 3:30:48 PM

Clerk of the Superior Court
By M. Guyot ,Deputy Clerk

1 GRAHAMHOLLIS APC
Vilmarie Cordero (SBN 268860)
2 vcordero@grahamhollis.com
Samara Bahu (SBN 351440)
3 sbahu@grahamhollis.com
3555 Fifth Avenue, Suite 200
4 San Diego, California 92103
Telephone: 619.692.0800
5 Facsimile: 619.692.0822

6 *Attorneys for Plaintiff Carmen Ruelas and All*
7 *Aggrieved Employees*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 CARMEN RUELAS, in her representative
capacity only, on behalf of the state of
11 California, the general public, and all
aggrieved employees,

12 Plaintiff,

13 v.

14 Bank of Southern California, N.A., a
15 California corporation; and DOES 1 through
50, inclusive,

16 Defendants.
17

Case No.: 24CU001137C

**REPRESENTATIVE ACTION FOR CIVIL
PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (Labor Code §§ 2698 *et seq.*)**

18 Plaintiff Carmen Ruelas (“Plaintiff”) brings this representative enforcement action in her
19 representative capacity only against Defendant Bank of Southern California, N.A. (a California
20 corporation), and DOES 1 through 50, inclusive (collectively, “BSC” or “Defendants”), on the
21 following grounds:

22 **I. INTRODUCTION**

23 1. Plaintiff brings this representative enforcement action under the Private Attorneys
24 General Act of 2004 (codified in California Labor Code §§ 2698 *et seq.*, “PAGA”) solely as the
25 proxy or agent of the state of California, on behalf of all other current or former non-exempt
26 employees of Defendants who worked in California during the relevant time period and who
27 suffered at least one of the California Labor Code violations alleged herein (referred to herein as
28 “Aggrieved Employees”).

2. Plaintiff is not alleging any individual claims or bringing any PAGA claims in her individual capacity. Plaintiff seeks only those civil penalties permitted under the PAGA, to be recovered by an Aggrieved Employee acting on behalf of the state of California. Plaintiff does not seek any compensation for actual losses incurred.

3. Plaintiff alleges that during the relevant time period, Defendants engaged in several wage and hour violations under the California Labor Code (“Labor Code”) and the applicable California Industrial Welfare Commission’s (“IWC”) Wage Order by, among other things:

- a. Failing to timely pay all minimum, regular, and/or overtime wages;
- b. Failing to provide legally compliant meal periods and/or timely pay premium wages in lieu thereof;
- c. Failing to provide legally compliant rest periods and/or timely pay premium wages in lieu thereof;
- d. Failing to timely pay all wages due during and owing upon separation of employment and/or the required waiting time penalties;
- e. Failing to furnish accurate itemized wage statements; and
- f. Failing to maintain accurate records.

4. By and through this representative enforcement action, Plaintiff seeks to recover all available remedies, including, but not limited to, all applicable civil penalties, reasonable attorneys’ fees, and litigation costs on behalf of all Aggrieved Employees, the general public, and the state of California.

5. All allegations in this Complaint are based upon information and belief except those allegations specifically pertaining to Plaintiff, which are based upon personal knowledge. Each allegation in this Complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and formal discovery.

II. JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) § 410.10 and Labor Code §§ 2698 *et seq.* Pursuant to

1 §§ 2698 *et seq.*, Plaintiff brings this action, in her representative capacity, on behalf of all
2 Aggrieved Employees.

3 7. This Court has personal jurisdiction over Defendants because Defendants conduct
4 business in the state of California and have caused injuries in the county of San Diego, as well as
5 throughout the state of California, through their acts, omissions, and violations of the Labor Code
6 and relevant IWC Wage Order.

7 8. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil
8 Procedure §§ 395(a) and 395.5. Defendants transact business in the county of San Diego and are
9 otherwise within this Court’s jurisdiction for purposes of service of process. The unlawful acts
10 alleged herein have a direct effect on Plaintiff and all Aggrieved Employees within the county of
11 San Diego and throughout the state of California.

12 **III. THE PARTIES**

13 **A. PLAINTIFF**

14 9. Plaintiff Carmen Ruelas at all material times mentioned herein:

- 15 a. Suffered each and every one of the alleged Labor Code violations and is an
16 “aggrieved employee” within the meaning of Labor Code § 2699(c); and
17 b. Complied with all requirements outlined in Labor Code §§ 2698 *et seq.* prior
18 to the filing of this enforcement PAGA action.

19 **B. DEFENDANTS**

20 10. Defendant Bank of Southern California, N.A., is a corporation organized and
21 existing under the laws of the state of California, with its principal place of business located in
22 San Diego, California. Defendant operates banks throughout California.

23 11. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate, or otherwise of defendants Does 1 through 50, inclusive, are unknown to
25 Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil
26 Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities
27 of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed
28

1 and believes, and on that basis alleges, that each of the fictitious defendants have participated in
2 the acts and/or omissions alleged in this Complaint.

3 12. At all times mentioned herein, the acts alleged to have been done and/or caused by
4 each named defendant is also alleged to have been done and/or caused by each of the fictitiously
5 named defendants, and by each of their agents and/or employees who acted within the scope of
6 their agency and/or employment.

7 13. At all times mentioned herein, each defendant, including each fictitiously named
8 defendant, is believed to have acted individually or as an officer, agent, or employee of the other
9 defendants.

10 14. At all times mentioned herein, each defendant, including each fictitiously named
11 defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of
12 each of the other defendants, and in doing the things alleged herein acted within the course and
13 scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

14 15. At all times mentioned herein, the acts and/or omissions of each of the defendants,
15 including each fictitiously named defendant, concurrently contributed to the various acts and/or
16 omissions of each and every one of the other defendants, including each fictitiously named
17 defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein.
18 Each of the defendants, including each fictitiously named defendant, approved of, condoned,
19 and/or otherwise ratified each and every one of the acts and/or omissions complained herein. Each
20 defendant, including each fictitiously named defendant, was and is acting with authority of each
21 and every other defendant and/or are acting as agents of each and every other defendant or Doe
22 defendant.

23 16. At all times mentioned herein there was a unity of interest and ownership between
24 each defendant, including each fictitiously named defendant, such that all defendants acted as a
25 single employer of Plaintiff and all Aggrieved Employees.

26 17. At all times mentioned herein, each defendant, including each fictitiously named
27 defendant, exercised supervision and control over the wages, hours, and/or working conditions of
28

1 Plaintiff and all Aggrieved Employees, including, but not limited to, implementing standard
2 policies and procedures.

3 18. At all times mentioned herein, each defendant, including each fictitiously named
4 defendant, caused Aggrieved Employees, including Plaintiff, to work and/or prevented Plaintiff
5 and Aggrieved Employees from working.

6 19. At all times mentioned herein, each defendant, including each fictitiously named
7 defendant, had control over Aggrieved Employees.

8 20. Each defendant, including each fictitiously named defendant, is alleged to have
9 caused each of the violations alleged herein.

10 21. Each defendant, including each fictitiously named defendant, is jointly and severally
11 liable for each of the violations alleged herein.

12 **IV. FACTUAL BACKGROUND**

13 22. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
14 paragraphs of this Complaint.

15 23. Plaintiff was employed by, or otherwise performed work for, Defendants from
16 approximately October 18, 2023, until January 5, 2024, as a non-exempt employee in San Diego,
17 California. Plaintiff worked as a Relationship Banking Specialist I. Plaintiff's job responsibilities
18 included promoting and cross-selling bank products and services, handling customer inquiries and
19 complaints, performing a wide range of transactions such as account openings and teller functions,
20 and completing opening and closing procedures.

21 24. At all relevant times, Plaintiff was classified as a non-exempt employee, earned an
22 hourly wage, and was paid on a bi-weekly basis. Plaintiff was scheduled to work five days per
23 week, Monday through Friday, and earned an hourly rate of \$29.50.

24 25. Plaintiff asserts that Defendants have employed, and will continue to employ,
25 Aggrieved Employees throughout the state of California. Plaintiff alleges that Aggrieved
26 Employees are categorized as non-exempt, paid an hourly wage, and are paid on a bi-weekly basis.
27
28

1 26. Plaintiff contends that she and all other Aggrieved Employees were subject to, and
2 continue to be subject to, the same and/or similar policies, practices, procedures, guidelines,
3 and/or culture described herein.

4 27. Plaintiff further alleges that she and all other Aggrieved Employees have suffered,
5 and will continue to suffer, the same and/or similar violations of law described herein.

6 28. Plaintiff alleges that Defendants had, and continue to have, a policy, practice,
7 procedure, guideline, and/or culture of failing to timely pay all minimum, regular, and/or overtime
8 wages during employment. Specifically, Plaintiff and other Aggrieved Employees were not
9 compensated for work performed while on-call during their meal periods. Furthermore,
10 Defendants did not consider the time spent by Plaintiff and other Aggrieved Employees
11 performing work while off-the-clock, such as opening and closing the bank, as compensable.

12 29. Plaintiff further asserts that she and, on information and belief, other Aggrieved
13 Employees were not paid overtime wages despite working in excess of eight hours per day and/or
14 forty hours per week. For example, Plaintiff and, on information and belief, other Aggrieved
15 Employees worked eight-hour shifts but were required to open and close the bank without a way
16 to record the time, which led to unpaid overtime.

17 30. Plaintiff alleges that during the relevant time period, Defendants had, and continue
18 to have, a policy, practice, procedure, guideline, and/or culture of failing to provide Plaintiff and
19 other Aggrieved Employees with the opportunity to take thirty-minute, off-duty, uninterrupted
20 meal periods before the end of their fifth hour of work when they worked five or more hours in a
21 day. For example, Plaintiff and, on information and belief, other Aggrieved Employees were
22 required to remain on-call and on the work premises to be available to assist with cash deliveries
23 on Tuesdays during their meal periods. Plaintiff never signed an on-duty meal period agreement,
24 nor did she sign a meal period waiver.

25 31. Although Plaintiff and, on information and belief, other Aggrieved Employees did
26 not receive legally compliant meal periods, Plaintiff and Aggrieved Employees did not receive
27 premium wages equivalent to an additional one hour of pay at their regular rate of pay for each
28 day they were not provided compliant meal periods.

32. Plaintiff further contends that Defendants had, and continue to have, a policy, practice, procedure, guideline, and/or culture of not authorizing and permitting Plaintiff and other Aggrieved Employees with the opportunity to take an off-duty, uninterrupted, ten-minute rest period for every four hours worked or major fraction thereof. Specifically, Plaintiff alleges that Aggrieved Employees, including herself, were unable to take rest periods due to workload demands and being understaffed. According to Plaintiff, she never received rest periods due to her workload and having no one available to relieve her. As a result, Plaintiff and other Aggrieved Employees experienced rest periods that were either entirely missed, not free from Defendants control, interrupted by work duties, and/or were less than ten minutes in length. Thus, Plaintiff contends that she and, on information and belief, other Aggrieved Employees were not provided with legally compliant rest periods.

33. Despite not being provided with legally compliant rest periods, Plaintiff and Aggrieved Employees did not receive premium wages equivalent to an additional one hour of pay at their regular rate of pay for each day they were not provided compliant rest periods.

34. Plaintiff alleges that Defendants had, and continue to have, a policy, practice, procedure, guideline, and/or culture of failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties. Plaintiff also contends that, to date, she has not received these wages owed nor the required waiting time penalties. Plaintiff further contends, based on information and belief, that other former employees were also not timely paid all wages due and owing upon separation of employment and/or the required waiting time penalties.

35. Plaintiff alleges that Defendants had, and continue to have, a policy, practice, procedure, guideline, and/or culture of failing to furnish Plaintiff, and, on information and belief, other Aggrieved Employees with accurate, itemized wage statements.

36. As a result of the foregoing illegal policies and practices, Defendants did not furnish Plaintiff and, on information and belief, other Aggrieved Employees with itemized wage statements that accurately reflected the information required by California law including, but not limited to, the total hours worked by the employee, all applicable hourly rates in effect during the

1 pay period, the corresponding number of hours worked at each hourly rate by the employee, the
2 gross wages earned, and the net wages earned.

3 37. Due to Defendants' failure to furnish accurate, itemized wage statements, Plaintiff
4 and other Aggrieved Employees were unable to promptly and easily determine, for example, the
5 gross and net wages earned during the pay period and the total hours worked during each pay
6 period.

7 38. Plaintiff alleges that Defendants had, and continue to have, a policy, practice,
8 procedure, guideline, and/or culture of failing to maintain accurate employment records. The
9 illegal policies and practices, such as those described herein including Defendants' failure to
10 accurately record all hours worked by its employees, have resulted in Defendants' failure to
11 maintain accurate records reflecting Plaintiff's and other Aggrieved Employees' actual time
12 worked and actual wages earned and paid, among other things, in violation of California law.

13 39. On May 3, 2024, Plaintiff submitted written notice to the California Labor and
14 Workforce Development Agency ("LWDA") and Defendants as required by the PAGA,
15 informing them of Defendants alleged violations of the Labor Code. A true and correct copy of
16 the May 3, 2024, written notice is attached hereto as **Exhibit 1** and is incorporated herein by
17 reference.

18 40. To date, more than 65 days after submission of Plaintiff's written notice, the LWDA
19 has not provided notice of its intent to investigate Plaintiff's alleged violations of the Labor Code.

20 41. Plaintiff believes that additional violations may be discovered and therefore reserves
21 her right to allege additional violations of the law as investigation and discovery warrants. In the
22 event Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint
23 as necessary.

24 **V. PAGA DESIGNATION**

25 42. Plaintiff re-alleges and incorporates by reference the allegations contained in the
26 paragraphs above, as though fully set forth herein.

27 43. By and through this representative action, Plaintiff intends to represent the
28 following aggrieved employees:

1 All current or former non-exempt employees of Defendants who
2 performed work in California and who suffered at least one of the
3 California Labor Code violations alleged herein during the period
4 commencing on the date that is within one year and sixty-five days
prior to the filing of this Complaint through and including the last date
of trial (hereinafter the “PAGA Period”).

5 44. Aggrieved Employees are all “employees” as the term is used in the Labor Code
6 and the IWC Wage Orders regulating wages, hours, and working conditions in the state of
7 California.

8 45. A more precise definition of the aggrieved employees may be determined after
9 further investigation and discovery. Plaintiff reserves her right to redefine the group of aggrieved
10 employees as permitted by California law.

11 46. Pursuant to Labor Code §§ 2698 *et seq.*, any provision of the Labor Code that
12 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
13 divisions, commissions, boards, agencies or employees for violation of the code may, as an
14 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
15 himself or herself and other current or former employees pursuant to the procedures specified in
16 Labor Code § 2699.3.

17 47. Under Labor Code § 2699(m), civil penalties recovered by aggrieved employees
18 shall be distributed as follows: sixty-five percent (65%) to the LWDA and thirty-five percent
19 (35%) to the aggrieved employees.

20 48. During all, or a portion of, the one-year and sixty-five day period before Plaintiff
21 filed notice of her claims with the LWDA, Defendants were Plaintiff’s and all other Aggrieved
22 Employees employer or person acting on behalf of Aggrieved Employees employer, either
23 individually or as an officer, agent, or employee of another person, within the meaning of
24 Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less
25 than the minimum fixed by California state law, and as such, is subject to civil penalties for each
26 underpaid employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any
27 applicable penalties imposed pursuant to Labor Code § 203.

49. Plaintiff is an “aggrieved employee” under the PAGA because she was employed by the alleged violator, Defendants, and personally suffered each of the violations alleged during the PAGA period. Therefore, Plaintiff is properly suited to represent the interests of all other Aggrieved Employees.

50. Plaintiff alleges that all other Aggrieved Employees are also “aggrieved employees” under the PAGA as Defendants employed them and all Aggrieved Employees experienced one or more of the alleged violations outlined herein.

51. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted her administrative remedies because she complied with the notice requirements outlined in Labor Code § 2699.3. On May 3, 2024, Plaintiff submitted written notice to the LWDA and Defendants informing them of the Defendants’ alleged Labor Code violations pursuant to the PAGA. (See **Exh. 1.**) Pursuant to the PAGA, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of its intent to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, the asserted claims under the PAGA in a representative capacity pursuant to Labor Code §§ 2698 *et seq.*

52. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in her representative capacity, to recover, on behalf of all Aggrieved Employees, the state of California, and the general public, civil penalties as well as attorneys’ fees and costs from Defendants for the alleged violations, described herein.

53. For all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226.7, 1198, 2802, and violations to the IWC Wage Orders, Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per aggrieved employee for the initial violation, and \$200 for each aggrieved employee per pay period if either of the following are met: (1) Within the five years preceding the alleged violation, the agency or any court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful; and (2) the court determines that the employer’s conduct giving rise to the violation was malicious, fraudulent, or oppressive.

54. For violations of paragraphs (1) to (7), inclusive, or paragraph (9) of Labor Code § 226(a), Labor Code § 2699(f) imposes a civil penalty of \$25 for each aggrieved employee per pay period if the employee can promptly and easily determine from the wage statement alone the accurate information specified by section 226(a). For violations of paragraph (8) of Labor Code § 226(a), Labor Code § 2699(f) imposes a civil penalty of \$25 per each aggrieved employee per pay period “if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer.”

55. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys’ fees and costs. As such, Plaintiff, in her representative capacity on behalf of all Aggrieved Employees, is entitled to, and therefore seeks, attorneys’ fees and costs.

56. Plaintiff expressly disclaims the recovery of any “amount sufficient to recover underpaid wages” on behalf of any Aggrieved Employees.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff, in her Representative Capacity, against Defendants and Does 1 through 50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq.*]

57. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

58. Plaintiff, in her representative capacity on behalf all Aggrieved Employees, is entitled to and thus seeks to recover civil penalties through a representative enforcement action based on violations of the following Labor Code and/or IWC Wage Order provisions:

- a. Failing to timely pay all minimum, regular, and/or overtime wages during employment in violation of Labor Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the “Minimum Wages” and “Hours and Days of Work” sections of the applicable IWC Wage Order;

- b. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code §§ 226.7, 512, 558, 1198 and the “Meal Periods” section of the applicable IWC Wage Order;
- c. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code §§ 226.7, 1198 and the “Rest Periods” section of the applicable IWC Wage Order;
- d. Failing to timely pay all wages due during and upon separation of employment and/or the required waiting time penalties in violation of Labor Code §§ 201-204;
- e. Failing to furnish accurate, itemized wage statements in violation of Labor Code §§ 226, 226.3, and the “Records” section of the applicable IWC Wage Order; and
- f. Failing to maintain accurate employment, time, and/or payroll records in violation of Labor Code § 1174 and the “Records” section of the applicable IWC Wage Order.

59. Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiff, in her representative capacity on behalf of all Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code § 210 for Defendants’ violations of Labor Code § 204.

60. For violations of Labor Code § 226(a), resulting from an employer’s failure to provide employees with a wage deduction statement or failure to keep records, Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation for an initial citation and \$1,000 per employee for each violation in a subsequent citation. Plaintiff, in her representative

1 capacity on behalf of all Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty
2 imposed by Labor Code § 226.3.

3 61. For violations of Labor Code §§ 510 and 512, in addition to any other recovery
4 provided by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each
5 underpaid employee for each initial violation of any section of Labor Code Division 2, Part 2,
6 Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Plaintiff,
7 in her representative capacity on behalf of all Aggrieved Employees, is entitled to, and therefore
8 seeks, the civil penalty imposed by Labor Code § 558.

9 62. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer's failure to
10 maintain accurate and complete records. This civil penalty is in addition to the civil penalty of
11 \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code
12 § 2699 for a violation of Labor Code § 1174(d). Plaintiff, in her representative capacity on behalf
13 of all Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by
14 § 1174.5.

15 63. Labor Code § 1197.1 imposes a civil penalty of \$100 for each underpaid employee
16 for each pay period for which the employee is underpaid for paying or causing an employee to be
17 paid a wage less than the minimum wage. The civil penalties provided for in section 1197.1 are
18 in addition to any other penalty provided by law. Plaintiff, in her representative capacity on behalf
19 of all Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor
20 Code § 1197.1.

21 64. For all Labor Code provisions for which a civil penalty is not specifically provided,
22 including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226.7, 1194, 1197, 1198, and
23 2802, Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per aggrieved
24 employee for the initial violation, and \$200 for each aggrieved employee per pay period if either
25 of the following are met: (1) Within the five years preceding the alleged violation, the agency or
26 any court issued a finding or determination to the employer that its policy or practice giving rise
27 to the violation was unlawful; and (2) the court determines that the employer's conduct giving rise
28 to the violation was malicious, fraudulent, or oppressive.

65. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in her representative capacity on behalf of all Aggrieved Employees, is entitled to, and therefore seeks, attorneys' fees and costs.

66. Plaintiff, in her representative capacity on behalf of all Aggrieved Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

67. Plaintiff, in her representative capacity on behalf of all Aggrieved Employees, requests further relief as described in the below prayer for relief.

PRAYER FOR RELIEF

Plaintiff, in her representative capacity only, prays for judgment against Defendants and in favor of the state of California and all Aggrieved Employees as follows:

- a. For any and all civil penalties available for the Labor Code violations alleged herein including, but not limited to, civil penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(f), and/or other applicable law;
- b. For an order determining that Defendants must pay a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation as provided in Labor Code § 2699(f);
- c. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including, but not limited to, Labor Code §§ 218.5, 226(e), 1194, and 2699(g)(1), Code of Civil Procedure § 1021.5, and the "common fund" theory, the "substantial benefit" theory, the "catalyst" theory and/or other applicable law; and
- d. For any and all other relief as this Court deems proper and just and is available under Labor Code §§ 2698 *et seq.*

///

///

1 Dated: July 15, 2024

GRAHAMHOLLIS APC

2
3 Bv:


VILMARIE CORDERO
SAMARA A. BAHU

*Attorneys for Plaintiff Carmen Ruelas and All
Aaarieved Emlovees*

EXHIBIT 1

May 3, 2024

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Samara Bahu
sbahu@grahamhollis.com
619.906.4012 direct

VIA ONLINE ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL (RETURN RECEIPT)

Bank of Southern California, N.A.
12265 El Camino Real, Suite 210
San Diego, CA 92130

Bank of Southern California, N.A.
c/o Pamela Isaacson, Agent for Service of Process
12265 El Camino Real, Suite 210
San Diego, CA 92130

**Re: Carmen Ruelas's Wage and Hour Claims Against Bank of
Southern California, N.A.**

Dear California Labor and Workforce Development Agency and Bank of Southern
California, N.A.:

Please be advised that Carmen Ruelas ("Claimant") has retained our firm,
GrahamHollis APC, to represent her for various claims against her former employer,
Bank of Southern California, N.A. (the "Company").

This letter shall serve as Claimant's written notice to the California Labor and
Workforce Development Agency ("LWDA") and the Company of the alleged California
Labor Code ("Labor Code") violations Claimant claims that the Company committed
against her and all other current or former non-exempt employees of the Company who
worked in California during the relevant statutory period. Claimant provides this notice,
which includes the facts and theories to support the Labor Code violations alleged
herein, in accordance with the Private Attorneys General Act of 2004 (codified in Labor
Code §§ 2698 *et seq.*, "PAGA"), Labor Code § 2699.3. Claimant intends to file a civil
action to enforce her rights under the Labor Code and seeks compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant intends to
represent herself and all other current or former non-exempt employees of the Company
who performed work in California during the relevant time period and who suffered at
least one of the Labor Code violations alleged herein (referred to herein as "Aggrieved
Employees"). All Aggrieved Employees, including Claimant, are believed to have

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

Taylor M. Gee

Samara Bahu

*Provisionally Licensed Lawyer

suffered at least one of the Labor Code violations described herein. Claimant therefore contends that she and all other Aggrieved Employees are “Aggrieved Employees” as defined by the PAGA.

FACTUAL BACKGROUND

The following factual information is based upon the limited investigation Claimant has been able to conduct to date. Claimant reserves the right to amend this notice should additional information become available at a later date.

Bank of Southern California, N.A., is a California corporation, qualified to do business in the state of California, with its principal place of business located in San Diego, California. The Company operates banks in approximately thirteen locations in Los Angeles County, Orange County, Riverside County, and San Diego County.

Claimant was employed by the Company as a Relationship Banking Specialist I in San Diego County from approximately October 18, 2023, until she was terminated on January 5, 2024. As a Relationship Banking Specialist I, Claimant was responsible for promoting and cross-selling bank products and services, handling customer inquiries and complaints, performing a wide range of transactions such as account openings and teller functions, and completing opening and closing procedures. At all relevant times, Claimant earned an hourly rate and was paid on a bi-weekly basis. Claimant was classified as a non-exempt employee for purposes of the Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order. As a Relationship Banking Specialist I, Claimant was paid an hourly rate of \$29.50 and typically worked five days a week, averaging forty hours per week.

Claimant asserts, based on information and belief, that all policies, practices, procedures, and/or guidelines of the Company that were applicable to Claimant were also applicable to all Aggrieved Employees throughout the relevant time period. Furthermore, Claimant contends, based on information and belief, that she and all other Aggrieved Employees have suffered, and will continue to suffer, the same and/or similar violations of law as described herein.

Claimant alleges that the Company denied, and continues to deny, Claimant and other Aggrieved Employees the specific rights afforded to them under the Labor Code and applicable IWC Wage Order. Specifically, Claimant asserts that the Company failed to timely pay Claimant and other Aggrieved Employees all minimum, regular, and/or overtime wages; failed to provide legally compliant meal periods and/or timely pay premium wages in lieu thereof; failed to provide legally compliant rest periods and/or timely pay premium wages in lieu thereof; failed to timely pay all wages due and owing upon separation of employment; failed to furnish accurate itemized wage statements; and failed to maintain accurate records.

Claimant asserts that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not timely paying Claimant and Aggrieved Employees for all minimum, regular, and/or overtime wages for all time actually worked or spent under the control of the Company. For instance, the Company failed to compensate Claimant, and on information and belief, other Aggrieved Employees for work performed while off-the-clock. Claimant was required to complete opening and

closing procedures, such as unlocking the bank and handling the alarm system. Throughout her employment, Claimant spent approximately five to ten minutes waiting to clock in when opening the bank and to clock out when closing the bank. The Company improperly considered the work that Claimant and, on information and belief, other Aggrieved Employees performed while off-the-clock as non-compensable time and failed to provide any remuneration on the Company's designated pay days. Moreover, Claimant and, on information and belief, other Aggrieved Employees worked overtime due to their workload and staffing shortages. Additionally, on Tuesdays, Claimant was required to remain on-call during her meal periods in order to be available to assist with cash deliveries. Claimant was not compensated for these hours worked.

Claimant alleges that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not providing Aggrieved Employees, including Claimant, with the opportunity to take an uninterrupted, thirty-minute off-duty meal period before the end of their fifth hour of work when they worked five or more hours in a day. For instance, Claimant asserts that the Company required her and, on information and belief, other Aggrieved Employees to remain on-call and on the work premises to be available to assist with cash deliveries on Tuesdays during their meal periods. Claimant never signed an on-duty meal period agreement nor did she sign a meal period waiver.

Claimant further contends that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of not authorizing and permitting Claimant and other Aggrieved Employees with the opportunity to take an off-duty, uninterrupted, ten-minute rest period for every four hours worked or major fraction thereof. Specifically, Claimant alleges that Aggrieved Employees, including herself, were unable to take rest periods due to workload demands and being understaffed. According to Claimant, she never received rest periods due to her workload and having no one available to relieve her. As a result, Claimant and other Aggrieved Employees experienced rest periods that were either entirely missed, not free from the Company's control, interrupted by work duties, and/or were less than ten minutes in length. Thus, Claimant contends that she and, on information and belief, other Aggrieved Employees were not provided with legally compliant rest periods.

Although Aggrieved Employees, including Claimant, did not receive legally compliant meal and/or rest periods, Claimant, and on information and belief, other Aggrieved Employees did not receive premium wages equivalent to an additional one hour of pay at their regular rate of pay for each day they were not provided compliant meal and/or rest periods. Therefore, the Company owes Claimant and, on information and belief, other Aggrieved Employees a meal and/or rest period premium for each workday that Claimant and other Aggrieved Employees were not provided with a compliant meal and/or rest period.

Claimant further alleges, based on information and belief, that the Company had, and continues to have, a policy, practice, procedure, and/or guideline of failing to timely pay former Aggrieved Employees all wages due and owing upon separation of employment, including minimum, regular, and/or overtime wages, as well as meal and rest period premium wages, due to the aforementioned Labor Code violations. Additionally, Claimant's final payment did not include all wages owed for her off-the-clock work or meal and/or rest period premiums. The final payment also did not include any waiting time penalties.

Due to the Company's failure to pay all minimum, regular, and/or overtime wages, and failure to authorize and permit legally compliant meal and rest periods, the Company also failed to furnish accurate itemized wage statements. For example, the wage statements did not correctly show the information required by California law including, but not limited to, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, and the corresponding number of hours worked at each hourly rate by the employee, the gross wages actually earned, and the net actual wages earned. Due to the missing and/or incorrect information, Claimant and other Aggrieved Employees were unable to promptly and easily determine the total number of hours worked or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Similarly, the Company's illegal policies, practices, procedures, and/or guidelines, such as those described herein, have resulted in the Company's failure to maintain accurate records reflecting Aggrieved Employees' actual time worked, the proper beginning and end of each work period, the total hours worked during the pay period, and the applicable rates of pay, among other things, in violation of California law.

Based on the foregoing facts, Claimant and, on information and belief, Aggrieved Employees were denied specific rights afforded to them under the Labor Code and the applicable IWC Wage Order, as the Company failed to timely pay Claimant and other Aggrieved Employees all minimum, regular, and/or overtime wages; failed to provide legally compliant meal periods and/or timely pay premium wages in lieu thereof; failed to provide legally compliant rest periods and/or timely pay premium wages in lieu thereof; failed to timely pay all wages due and owing upon separation of employment; failed to furnish accurate itemized wage statements; and failed to maintain accurate records.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves her right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of herself and all other current or former Aggrieved Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to her civil complaint.

FAILURE TO PAY MINIMUM, REGULAR, AND/OR OVERTIME WAGES

(Labor Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198 and the
"Minimum Wages" and "Hours and Days of Work" sections of the applicable IWC Wage Order)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The “Minimum Wages” section of the applicable IWC Wage Order further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1197.1 provides that, “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...”

Labor Code § 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code § 510 states, “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” The “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Order mandate the same requirements.

Labor Code § 1194(a) states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” Liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon are provided for under Labor Code § 1194.2.

Labor Code § 558 provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company had, and continues to have, a policy, practice, procedure, and/or guideline of failing to timely pay Claimant and, on information and belief, other Aggrieved Employees all minimum, regular, and/or overtime wages for all time engaged in work on behalf of the Company. For instance, the Company required Claimant and other Aggrieved Employees to work off-the clock when opening and/or closing the bank. The Company also required Aggrieved Employees, including Claimant,

to work during meal periods on Tuesdays in order to handle cash deliveries without compensation. Claimant will pursue all available remedies for the Company's violations on behalf of herself and other current and former Aggrieved Employees to the extent allowed by law.

**FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND/OR TIMELY PAY PREMIUM
WAGES IN LIEU THEREOF**

(Labor Code §§ 226.7, 512, 558, and the "Meal Periods" and
section of the applicable IWC Wage Order)

Labor Code § 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..." Labor Code § 226.7(c) further states, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Labor Code § 512(a) states, "[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...[and] shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes." A meal period generally comports with the requirements of California law if the employee has at least 30 minutes of uninterrupted time and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1036.) California law further prohibits employers from "...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id.* at 1040 [internal citations omitted].)

In pertinent part, the "Meal Periods" section of the applicable IWC Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Pursuant to Labor Code § 226.7(c):

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 558 provides that "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty" of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company had, and continues to have, a policy, practice, procedure, and/or guideline of failing to provide Claimant and, on information and belief, other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least thirty minutes before the end of their fifth hour of work. For instance, Claimant and other Aggrieved Employees were required to remain on-call and on the work premises to be available to assist with cash deliveries on Tuesdays during their meal periods. Consequently, Claimant and other Aggrieved Employees were entitled to receive, and did not receive, one hour of premium wages for each day a compliant meal period was not provided. Claimant will pursue all available remedies against the Company, for its violations of the Labor Code on behalf of herself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS AND/OR TIMELY PAY
PREMIUM WAGES IN LIEU THEREOF**

(Labor Code §§ 226.7, and the "Rest Periods" section of the applicable IWC Wage Order)

Labor Code § 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..." Labor Code § 226.7(c) states, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

The "Rest Periods" section of the applicable IWC Wage Order states:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily worktime is

less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

As set forth above, the Company had, and continues to have, a policy, practice, procedure, and/or guideline of failing to authorize and permit Claimant and, on information and belief, other Aggrieved Employees to take an off-duty, uninterrupted, ten-minute rest period for every four hours worked or major fraction thereof. Specifically, Claimant and, on information and belief, other Aggrieved Employees were unable to take rest periods due to workload demands and lack of coverage. As a result, Claimant and other Aggrieved Employees were not provided with legally compliant, off-duty rest periods and were therefore entitled to receive, but did not receive, one hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of herself and all Aggrieved Employees to the extent allowed by law.

**FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF
EMPLOYMENT**

(Labor Code §§ 201, 202, 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

Labor Code § 203(a) further states, in pertinent part, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

As set forth above, the Company violated the aforementioned Labor Code sections by not timely paying to Claimant and other Aggrieved Employees all minimum, regular, and/or overtime wages, and all meal period and/or rest period premium wages, within the required time upon separation of their employment. The Company also failed to pay Claimant and, on information and belief, other former Aggrieved Employees the required waiting time penalties for the late payment of wages. As a result of the Company's failure to comply with these Labor Code provisions, the Company owes waiting time

penalties to Aggrieved Employees whose employment with the Company was terminated, which the Company has not yet paid. Claimant will pursue all available remedies for the Company's violations on behalf of herself and other current and former Aggrieved Employees to the extent allowed by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and the "Records" section of the Applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part that every employer shall provide an accurate, itemized wage statement in writing with respect to each of its employees showing: "(1) gross wages earned, (2) total hours worked by the employee, ..., (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, ..., ..., 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."

The "Records" section of the applicable IWC Wage Order requires an employer to "semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and entitles an employee to an award of costs and reasonable attorney's fees. Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

As set forth above, the Company failed to provide Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not correctly show the information required by California law including, but not limited to, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, and the corresponding number of hours worked at each hourly rate by the employee, the gross wages actually earned, and the net actual wages earned. Claimant will pursue all available remedies for the Company's violations on behalf of herself and all Aggrieved Employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 1174, 1174.5, and the "Records" section of the applicable IWC Wage Order)

Labor Code § 1174 states, "[e]very person employing labor in this state shall... [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, ..., employees employed at the respective plants or establishments."

The “Records” section of the applicable IWC Wage Order states that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and the applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

As set forth above, the Company violated its record keeping requirements by failing to accurately record employee hours worked including, but not limited to, the Company’s failure to record the proper beginning and end time of each work period, the correct beginning and end time of each meal period, the total hours worked during the pay period, the applicable rates of pay for each hour worked, and the total wages earned and paid. As a result, the Company failed to maintain accurate payroll records showing the hours worked daily by and the wages paid to Aggrieved Employees employed at their respective place of employment. Claimant will pursue all available remedies for the Company’s violations on behalf of herself and other current and former Aggrieved Employees to the extent allowed by law.

**CIVIL PENALTIES FOR VIOLATIONS OF THE LABOR CODE AND THE APPLICABLE
IWC WAGE ORDER**

(Labor Code §§ 225.5, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 225.5 provides the following penalties for violations of Labor Code §§ 212, 216, 221, 222, or 223: (a) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; and (b) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects an employer or any person acting on behalf of an employer who violates Labor Code §§ 500-558, or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation. Labor Code § 558.1(a) states:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (c) and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 212, 221, 223, 224, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, and 1198 and relevant IWC Wage Orders.

As set forth above, the Company is liable for civil penalties under the Labor Code and Claimant will pursue all available remedies including, but not limited to, those stated herein for the Company's violations on behalf of herself and all Aggrieved Employees to the extent allowed by law.

ATTORNEYS' FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES

(Labor Code §§ 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2698 *et seq.*)

Labor Code §§ 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2698 *et seq.*, among others, give employees, such as Claimant, the right to recover in a civil action the full amount of damages, liquidated damages, and penalties, including interest thereon, as well as reasonable attorneys' fees and costs.

Pursuant to Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorneys' fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs, and attorneys' fees, and she will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company including those provided under the PAGA, on behalf of herself and all other Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and will continue to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the California agency declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of herself and all other Aggrieved Employees, as permitted by the PAGA.

Very truly yours,

A handwritten signature in black ink, appearing to read "Sam Bahu", written in a cursive style.

Samara Bahu