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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LESLIE LEON, on behalf of herself and all
others similarly situated;

Plaintiff,

vs.

SMBC MANUBANK, f.k.a.
MANUFACTURERS BANK, a California
corporation; and DOES 1 through 100,
Inclusive,

Defendants.

Case No. 25STCV00968

REPRESENTATIVE ACTION

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. SSC-10]*

**DECLARATION OF TUVIA KOROBKIN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
AND REASONABLE ATTORNEYS' FEES
AND COSTS**

Date: September 23, 2026
Time: 11:00 a.m.
Dept.: SSC-10

Action Filed: January 14, 2025
Trial date: None Set

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I, TUVIA KOROBKIN, declare as follows:

1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of record for Plaintiff Leslie Leon (“Plaintiff”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I have practiced almost exclusively in the area of employment litigation. From May 2010 to May 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg & Associates and Setareh Law Group focused on representing employees in wage and hour and wrongful termination actions, including wage and hour class actions. Although non-exhaustive, the types of work I performed at those firms included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and opposing a variety of motions including motions for summary judgment, motions for remand, demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs and attending mediations; drafting long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in connection with employment matters.

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1 3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo,
2 California, as an associate attorney. In December 2019 I was promoted to Partner, a position I
3 held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties
4 identified in the preceding paragraph, and I also managed junior and mid-level associates. During
5 my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys
6 General Act (“PAGA”) actions, resulting in more than \$100 million in total settlements on behalf
7 of California workers.

8 4. In July 2022 I joined Abramson Labor Group as Senior Counsel in the firm’s
9 Class Action Department, where I grew the Class Action Department to approximately 80 active
10 wage and hour class and PAGA actions throughout California. In addition to managing the
11 caseload and day-to-day operations of the Class Action Department, I supervised other associates
12 and performed many of the same duties described in the two prior paragraphs.

13 5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the
14 Class Action Department. I currently manage and play an active role in approximately 65 active
15 wage and hour class actions and PAGA actions throughout California, and perform many of the
16 same job duties as I performed in my prior roles.

17 6. The following is a non-exhaustive list of wage and hour class action settlements
18 in which I have been appointed as class counsel and/or played a substantial role in the litigation,
19 and which have received final approval: *Bellinghausen v. Tractor Supply Company*, Case No.
20 3:13-cv-02377-JSC, U.S. District Court, Northern District of California, Judge Jacqueline Scott
21 Corley presiding (granted final approval of settlement on behalf of retail employees involving
22 claims for failure to provide meal and rest periods, failure to pay overtime, and other claims);
23 *Montgomery v. Del Monte Corp., et al.*, Case No. 13C0204, Kings County Superior Court, Judge
24 James LaPorte presiding (granted final approval of settlement on behalf of manufacturing
25 employees involving claims for failure to provide meal and rest periods, failure to pay overtime,
26 and other claims); *Tesla Motors Wage and Hour Litigation*, JCCP 4792, Santa Clara County
27 Superior Court, Judge Peter H. Kirwan presiding (granted final approval of settlement on behalf
28 of automotive factory workers involving claims for failure to pay overtime, failure to provide

meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No. 8:15-cv-00891DOC-JCG, U.S. District Court, Central District of California, District Judge David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC, et al.*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc.*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc.*, Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of nonexempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC*, Case No. 56-201600484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill (granted final approval of settlement on behalf of employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al.*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright (granted final approval of settlement on behalf of

blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other claims).

7. I have also moved to certify and have received an order certifying a class action in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV 15-7118-DMG (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for claims including rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v. Sprint/United Management Company, et al.*, Case No. C 17-06874-WHA, U.S. District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations); and *Perez, et al. v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

8. Of particular pertinence to this case, I have served as counsel for the plaintiff and aggrieved employees in several PAGA-only settlements, including but not limited to:

- *Salazar v. One Source to Market, LLC* – Ventura County Superior Court Case No. 56-2020-00540150-CU-OE-VTA, Hon. Vincent J. O’Neill presiding;

- *Ibarra v. Baker Commodities, Inc.* – Los Angeles Superior Court Case No. 19STCV06148, Hon. Yolanda Orozco presiding;

- *Canul v. Basmat, Inc.*, Los Angeles Superior Court Case No. BC674940, Hon. Teresa Beaudet presiding;

- *Gomez Felix v. Westland Services, Inc.* – San Diego Superior Court Case No. 372020-00015385, Hon. Joel R. Wohlfeil presiding;

- *Solomon v. Apria Healthcare LLC*, Riverside County Superior Court Case No. RIC2002553, Hon. Angel Bermudez presiding;

- *Diaz v. Central City Community Health Care, Inc.*, Los Angeles Superior Court Case No. 19STCV38116, Hon. Yvette M. Palazuelos presiding;

- *Johnson v. 24HR Homecare, LLC*, Ventura County Superior Court Case No. 2023-CU-OE-006965, Hon. Benjamin F. Coats presiding.

1 9. In each year since 2018 through 2025, Thomson Reuters recognized me as a
2 “Rising Star” in Southern California in the area of employment litigation in the annual Super
3 Lawyers magazine. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
4 attorneys under the age of forty in Southern California each year. The same publication
5 recognized me as a “Super Lawyer” in Southern California for 2026, again in employment
6 litigation. That honor is awarded to no more than 5% of all attorneys in Southern California each
7 year.

8 10. As counsel for Plaintiff and the Aggrieved Employees in this case, I have been
9 actively involved in this case since its inception. Based on my extensive experience in this area
10 of law and my familiarity with the details of this particular case, I believe the proposed
11 Settlement is fair, reasonable and adequate for the Aggrieved Employees and the State of
12 California. The Settlement, including the Explanatory Letter to Aggrieved Employees, is
13 attached hereto as **Exhibit 1**.

14 11. Defendant SMBC Manubank, f.k.a. Manufacturers Bank (“Defendant” or
15 “SMBC”) owns and operates several bank branches in the state of California. Plaintiff was
16 employed by SMBC as a non-exempt employee from October 2023 until March 2026.

17 12. On January 14, 2025, Plaintiff, through my office, provided written notice to the
18 Labor & Workforce Development Agency (“LWDA”) and Defendant of her intent to pursue civil
19 penalties under PAGA for alleged violations of California Labor Code sections 204, 226, 226.7,
20 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804 and California Industrial
21 Commission Wage Order 4. A true and correct copy of Plaintiff’s initial LWDA letter, as well as
22 the email from the LWDA confirming receipt of same, is attached hereto as **Exhibit 2**.

23 13. On January 14, 2025, Plaintiff, through my office, filed a Class Action Complaint
24 alleging that Defendant failed to pay overtime wages; failed to pay minimum wages; failed to
25 provide meal periods; failed to furnish accurate itemized wage statements; and failed to
26 reimburse necessary business expenses. On March 21, 2025, Plaintiff filed a First Amended
27 Class and Representative Action Complaint to add a claim for civil penalties under PAGA.

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1 14. On March 10, 2026, pursuant to the Parties' stipulated request, the Court
2 dismissed Plaintiff's class action claims without prejudice, retaining jurisdiction over Plaintiff's
3 individual claims and PAGA claims. On April 10, 2026, pursuant to the Parties' stipulation, the
4 Court dismissed Plaintiff's individual claims with prejudice, leaving only Plaintiff's PAGA
5 claims.

6 15. On May 26, 2026, Plaintiff provided supplemental notice to the LWDA and
7 Defendant of her intent to pursue civil penalties under PAGA for alleged violations of California
8 Labor Code sections 201-203. Attached hereto as **Exhibit 3** is a true and correct copy of that
9 supplemental notice, as well as an email from the LWDA confirming receipt of same.

10 16. On June 25, 2026, pursuant to the Parties' stipulate request, Plaintiff filed the
11 operative Second Amended Representative Action Complaint to include a PAGA claim for civil
12 penalties for Defendant's alleged violation of Labor Code sections 201-203.

13 17. After this action was initially filed, defense counsel and my firm engaged in
14 substantive discussions about the case, and the parties eventually agreed to attend a private
15 mediation with Steven G. Mehta, Esq. The parties additionally agreed that in light of the
16 arbitration agreement signed by Plaintiff in connection with her employment with SMBC that
17 contained a class action waiver, the parties would seek to resolve Plaintiff's wage claims on a
18 PAGA-only basis.

19 18. In connection with mediation, the parties engaged in informal discovery.
20 Defendant informally produced relevant policies, a 50% sampling of payroll and time records,
21 and other relevant information and documents to my office. My office also retained an expert
22 data analyst (Berger Consulting Group) who assisted in analyzing the timekeeping and payroll
23 data to assess Defendant's potential damages.

24 19. On December 9, 2025, the Parties participated in a full-day mediation with Mr.
25 Mehta. At the mediation, the Parties vigorously debated Plaintiff's ability to proceed on a
26 representative PAGA basis, the legal basis for Plaintiff's representative claims and Defendant's
27 defenses, the potential amount of civil penalties that could be recovered, and the data analyses
28 and conclusions based thereon. The Parties did not reach a settlement at mediation, but they

1 continued to negotiate with the mediator's assistance over the following months. As a result of
2 those negotiations, the Parties were eventually able to reach a settlement of Plaintiff's PAGA
3 claims, which was finalized and executed in March 2026.

4 20. The Settlement provides for Defendant to pay a Gross Settlement Amount
5 ("GSA") of \$420,000.00, which will be fully funded within thirty (30) days of the Effective Date,
6 which is the date that the Court approves the Settlement and enters judgment. After deducting
7 amounts for requested attorneys' fees (\$140,000.00), litigation costs (\$19,130.01), Plaintiff's
8 Incentive Award (\$5,000.00), and Administration Costs (\$3,250.00), the Settlement provides for
9 distribution of a Net Settlement Amount ("NSA") of approximately \$252,619.99 to be paid to
10 Aggrieved Employees and the LWDA. The NSA shall be distributed 65% (approximately
11 \$164,202.99) to the LWDA, and 35% (approximately \$88,417.00) to Aggrieved Employees, on
12 a *pro rata* basis based on their respective number of pay periods worked for Defendant during
13 the PAGA Period, pursuant to the requirements of the PAGA as codified in Lab. Code § 2699(m).
14 There are approximately 120 Aggrieved Employees, resulting in average payments of
15 approximately \$736.81 to the Aggrieved Employees.

16 21. Although Plaintiff maintains her claims are meritorious, Plaintiff acknowledges
17 that her position includes real risks and uncertainty. Plaintiff alleges that SMBC failed to pay her
18 and other Aggrieved Employees minimum and overtime wages for all hours worked, as a result
19 of Defendant's time rounding policies. Our expert's analysis and extrapolation of the data
20 produced by Defendant revealed approximately 1,796 pay periods during the PAGA Period in
21 which there was a net under-payment of wages due to rounding. Assuming the default \$100 civil
22 penalty available under Labor Code § 2699(f)(2)(A) for Defendant's alleged violations of Labor
23 Code §§ 510, 1182.12, and/or 1194, Plaintiff calculated Defendant's maximum exposure for this
24 claim as \$179,600 (1,796 pay periods * \$100 initial civil penalty). For its part, Defendant argues
25 that it utilized an even-handed timekeeping system that, on balance, resulted in employees being
26 paid – or even *over*-paid – for all hours worked, and that those who were underpaid were only
27 underpaid by a *de minimis* amount. Indeed, Defendant asserts that in most pay periods,
28 employees were *over*-paid due to rounding, and that employees overall were over-paid.

1 22. Plaintiff also alleges that she and other Aggrieved Employees were often unable
2 to take legally compliant meal periods, or no meal periods at all. Our expert's analysis and
3 extrapolation of the data produced by Defendant revealed approximately 2,715 pay periods
4 during the PAGA Period in which there was at least one meal period violation. Thus, for this
5 claim Plaintiff calculated approximately \$271,500 (i.e., \$100 x 2,715 pay periods) as
6 Defendant's maximum exposure for alleged violation of Labor Code §§ 512 and 226.7. For its
7 part, Defendant argues that it maintained legally-compliant meal period practices throughout the
8 PAGA Period, and that under *Brinker* it is only required to "provide" the opportunity to take
9 meal periods, not to "ensure" that breaks are taken. Further, Defendant argues it has always
10 informed employees of their right to take meal periods, and that any failure to take a compliant
11 meal period was the result of employee choice, and not Defendant's policies or practices.
12 Defendant also points to the fact that it paid a significant number of meal period premiums,
13 demonstrating that it takes its meal period obligations seriously and remedies potential violations
14 of which it becomes aware.

15 23. Plaintiff next alleges that Defendant failed to indemnify her and other Aggrieved
16 Employees for the use of their personal cell phones for work purposes. Specifically, Plaintiff
17 alleges that she and other employees needed to use an "authenticator" application on their
18 personal cell phones in order to log in to their computers each workday. Assuming that each pay
19 period during the PAGA Period was affected by this practice, Plaintiff estimates \$409,400 in
20 maximum potential exposure on this claim (i.e., \$100 x 4,094 pay periods) for Defendant's
21 alleged violation of Labor Code § 2802. Defendant counters that employees did not need to use
22 their personal cell phones for this purpose, but even if they did, the nominal use of a personal
23 cell phone for a few seconds each workday would not warrant reimbursement. Moreover,
24 Defendant argues, there are procedures in place for employees to request reimbursement of
25 work-related expenses. Defendant further argues that reimbursement would be owed only once
26 per employee, or at most once per month, rather than every pay period, and that Plaintiff's
27 estimated exposure was severely inflated.

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1 24. Plaintiff alleges derivative violations of Labor Code §§ 203 and 226 based on the
2 above violations, and Plaintiff also alleges that Defendant directly violated Labor Code § 226
3 because it failed to include an accurate accounting of regular hours worked in most wage
4 statements furnished to Aggrieved Employees during the PAGA Period. For violations of Labor
5 Code §§ 201-203, Plaintiff estimated a potential maximum exposure of \$3,500, as there were
6 approximately 35 employees whose employment ended during the PAGA Period. For the wage
7 statement claim, and assuming a violation in each possible pay period, Plaintiff calculated
8 Defendant's maximum potential exposure as \$409,400 (i.e., \$100 x 4,094 pay periods). (*See*
9 *Gunther v. Alaska Airlines, Inc.*, 72 Cal.App.5th 334 (2021) (holding the "default" \$100 initial
10 penalty applies to wage statement violations other than a failure to provide a wage statement).) In
11 response, Defendant argues that, first, Plaintiff could not recover PAGA penalties for derivative
12 violations of Labor Code §§ 203 or 226 because Defendant's violations were not knowing or
13 intentional, under the recent PAGA amendment (Labor Code § 2699(i).) Defendant further argues
14 that regardless of whether it made an error in reporting the number of hours worked, its wage
15 statements always accurately reflected the number of hours for which employees were *paid*,
16 which is the purpose of the wage statement statute.

17 25. Using these estimated figures, Plaintiff estimated that the *maximum* potential
18 exposure on her claims for civil penalties would be approximately \$1,273,400. However, as
19 discussed above, Defendant raised numerous defenses to Plaintiff's claims, both on the merits
20 and with respect to the amount of penalties that might be awarded. In the face of these defenses
21 and the real risk of the Court reducing civil penalties, Plaintiff discounted the maximum exposure
22 amount by 35% for the risk of failing to prevail on the merits, the risk of having her representative
23 PAGA claim dismissed in whole or in part, and the risk of not being able to prove a violation in
24 each alleged pay period; and by an additional 45% for the risk of the Court reducing penalties,
25 resulting in a realistic potential exposure of approximately \$455,241. Based on these figures, the
26 negotiated settlement of \$420,000 equals approximately 33% of the Defendant's maximum
27 potential exposure, and approximately 92% of the realistic potential exposure, as calculated
28 above. As a result, the Settlement represents a reasonable settlement of hotly contested claims.

1 26. Plaintiff's counsel requests attorneys' fees of one-third of the GSA (estimated to
2 be \$140,000.00). Based on my experience in similar wage and hour representative PAGA actions
3 in California state courts, fee awards in matter such as this one generally equal about one-third
4 of the gross recovery. In addition, as explained above and in the accompanying Motion, this case
5 presented significant risks and recovery was not certain. It is fair and reasonable to account for
6 these risks in compensating Plaintiff's counsel, as well as the risks involved in undertaking this
7 litigation and expending considerable effort while working on a pure contingency basis.

8 27. My colleague, F. Shawn Azizollahi, is a founding partner at Marquee Law Group.
9 Mr. Azizollahi has gained extensive experience representing both companies and individuals in
10 transactional and litigation matters, including employment matters, over the course of his career.
11 For the last several years, Mr. Azizollahi's litigation practice has focused on representing
12 plaintiffs in employment matters. Mr. Azizollahi has litigated and/or managed hundreds of
13 employment cases, including a number of class actions. His active participation in this matter
14 was integral in reaching the favorable settlement outcome on behalf of the State of California
15 and Aggrieved Employees.

16 28. My colleague, Alex Purcell, is a 2022 graduate of the USC Gould School of Law
17 and was admitted to the California State Bar in the same year. Before joining Marquee Law
18 Group, Ms. Purcell worked as an associate for Yeroushalmi & Yeroushalmi, where her practice
19 focused on representative actions under California Proposition 65. Ms. Purcell joined Marquee
20 Law Group in February 2024. Since that time, Mr. Purcell has worked exclusively representing
21 plaintiffs in employment matters, including wage and hour claims on both an individual and
22 class action basis. During her tenure with Marquee Law Group, Ms. Purcell has worked on over
23 75 different California employment matters, including many class actions.

24 29. My office conducted extensive research regarding the merits of Plaintiff's claims,
25 her ability to recover PAGA civil penalties, and Defendant's potential defenses. My office also
26 conducted significant informal discovery, and analyzed the data and information produced by
27 Defendant with the assistance of an expert data analyst, and drafted a comprehensive mediation
28 brief. We attended a full-day private mediation and expended significant effort in post-mediation

negotiations and in negotiating and preparing the settlement documents, preparing this Motion and supporting documents, and we will oversee the settlement administration process. Defendant was also, like Plaintiff, represented by experienced wage-and-hour litigation counsel. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by my firm in this case was great.

30. In this case, my firm has a lodestar of approximately \$126,972.00, resulting in a modest multiplier of 1.1 compared to the \$140,000.00 fee request. Below is a summary showing the hours of work performed by each attorney and staff members on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Tuvia Korobkin (18th Year Attorney)	\$925	95.1	\$87,967.50
F. Shawn Azizollahi (18th Year Attorney)	\$925	15.2	\$14,060.00
Neil M. Larsen (16th Year Attorney)	\$825	21.3	\$17,572.50
Nancy Goodes (5th Year Attorney)	\$495	10.6	\$5,247.00
Paralegals/Legal Assistants	\$250	8.5	\$2,125.00
Total Lodestar			\$126,972.00

31. My and Mr. Azizollahi's proposed hourly rate of \$925, Mr. Larsen's proposed hourly rate of \$825, Ms. Goodes' proposed hourly rate of \$495, and the legal staff's hourly rate of \$250 are reasonable in light of our respective skills, litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the most recent *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4** (<http://www.laffeymatrix.com/see.html>). The current *Laffey* Matrix lists a reasonable hourly rate for an attorney with my, Mr. Azizollahi's, or Mr. Larsen's level of experience (11th-19th year of practice) as \$1,019, lists a reasonable hourly rate for an attorney with Ms. Goodes' level of experience (4th-7th year of practice) as \$625, and lists a reasonable hourly rate for clerks/paralegals at \$277.

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32. The *Laffey* Matrix has been recognized by California courts as “a widely recognized compilation of attorney rates based on various levels of experience” for the Washington D.C. metro area that can be adjusted for other locales around the country. (*Theme Promotions, Inc. v. News America Mktg. FSI, Inc.*, 731 F.Supp.2d 937, 948 (N.D. Cal. 2010) (adjusting *Laffey* Matrix rates upward to account for higher cost of living in San Francisco area than in Washington, D.C. area, based on “federal locality pay differentials”); *see also Reed v. 1-800 Contacts, Inc.*, No. 12-cv-02359 JM (BGS), 2014 WL 29011 at **8-9 (S.D. Cal. Jan. 2, 2014) (cross-checking requested hourly rates against the *Laffey* Matrix and finding that “the *Laffey* matrix lends...further credibility” to counsel’s requested hourly rates); *Pasternack v. McCullough*, 65 Cal.App.5th 1050, 1057 fn. 5 (2021) (“The *Laffey* Matrix is a United States Department of Justice billing matrix that provides billing rates for attorneys at various experience levels in the Washington, D.C., area and can be adjusted to establish comparable billing rates in other areas using data from the United States Bureau of Labor Statistics”); *Syers Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691, 700-702 (2014) (affirming trial court’s reliance on, *inter alia*, locally adjusted *Laffey* Matrix rates in determining reasonable hourly rates).

33. The Los Angeles-Long Beach area has a cost of living that is higher than the Washington, D.C. Metro area, as reflected in the Office of Personnel Management (“OPM”) Salary Tables attached hereto as **Exhibit 5**. These tables are available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/general-schedule>. These tables reflect that the “Locality Payment” percentage for the Washington, D.C. area is 33.94%, whereas the Locality Payment for the Los Angeles-Long Beach, CA area is 36.47%.

34. According to the OPM website, “locality pay” is a “geographic-based percentage rate that reflects pay levels for non-Federal workers in certain geographic areas as determined by surveys conducted by the U.S. Bureau of Labor Statistics.” (See <https://www.opm.gov/policy-data-oversight/pay-leave/pay-systems/general-schedule/>, last visited June 26, 2026). Locality pay is thus a reasonable gauge of the relative cost of living in different locales across the country.

35. Given that the locality pay for Los Angeles is higher than the locality pay for Washington, D.C., the rates in the *Laffey* Matrix would need to be adjusted upwards to reflect

1 the cost of living in this locale. (For example, the rate for an attorney with 11-19 years experience
2 – applicable to Mr. Azizollahi, Mr. Larsen, and me – would be increased to approximately
3 \$1,095, and the rate for an attorney with 4-7 years of experience, such as Ms. Goodes, increase
4 to approximately \$672.) But even without making these upward adjustments, the rates requested
5 herein are significantly below the rates in the *Laffey* Matrix for attorneys with similar levels of
6 experience.

7 36. In addition, the fact that my firm (with around 10 lawyers) is relatively small
8 when compared to larger, national firms does not warrant a downward adjustment to my or my
9 colleagues' hourly rates. As the Ninth Circuit recently recognized, "A firm's small size should
10 not automatically result in its attorneys receiving a reduced hourly rate. A firm's size does not
11 directly bear on the factors we must consider when awarding fees—the lawyers' skill,
12 experience, and reputation. [Citation.] Indeed, some of the most skillful, experienced, and
13 reputable attorneys strike out on their own or with several colleagues." *LA International Corp.*
14 *v. Prestige Brands Holdings, Inc.*, 168 F.4th 608, 626 (9th Cir. 2026).

15 37. Since undertaking representation of Plaintiff, my office has dedicated substantial
16 resources to this litigation, including expending approximately \$19,130.01 in litigation costs
17 (including an estimated \$350 in expected future additional Case Anywhere access and upload
18 fees and an estimated \$75 in expected filing fees for this Motion and the eventual disbursement
19 declaration), without receiving any compensation to date. Attached hereto as **Exhibit 6** is a table
20 summarizing those costs, which includes filing fees, service fees, legal research costs, expert fee,
21 mediation fee, and other expenses that were reasonably incurred in the prosecution of this
22 litigation.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed on June 30, 2026 at Beverly Hills, California.

25
26 
27 Tuvia Korobkin
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EXHIBIT 1

Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff Leslie Leon (“Plaintiff”), for herself and on behalf of the State of California and other Aggrieved Employees pursuant to the California Private Attorneys General Act, on the one hand; and Defendant SMBC Manubank, formerly known as Manufacturers Bank (“MB” or “Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to herein as the “Parties.”

This Settlement Agreement shall be effective upon the date of the Court order approving the settlement and entering judgment thereon (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the litigation titled *Leslie Leon v. SMBC Manubank f/k/a Manufacturer’s Bank*, Los Angeles County Superior Court Case No. 25STCV00968. The Action was originally filed on January 14, 2025 as a class action. On March 21, 2025, Plaintiff filed a First Amended Complaint in the Action adding a claim for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) predicated on Defendant’s alleged violations of the California Labor Code.

2. “Aggrieved Employees” means all current and former non-exempt employees who were employed by MB in the State of California at any time during the PAGA Period, i.e., from January 14, 2024 through March 17, 2026.

3. “Court” or means the Superior Court of California for the County of Los Angeles.

4. “Defense Counsel” or “Counsel for Defendants” are: Derek R. Havel, H. Sarah Fan, and Dimiana Saad of Sheppard, Mullin, Richter & Hampton LLP, 350 South Grand Avenue, 40th Floor, Los Angeles, California 90071.

5. “Employee PAGA Portion” is the aggregate amount to be distributed to the Aggrieved Employees, which shall consist of 35% of the Net Settlement Amount as provided in Section III.3 herein.

6. “Employee Payments” refers to the individual payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

7. “Gross Settlement Amount” is the sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), which represents the total amount payable under this Settlement Agreement by Defendant (subject to the Escalator Provision, Section III.13 below), and includes

the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys' Fees (not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$140,000.00) to Plaintiff's Counsel, Court-awarded Litigation Costs (not to exceed \$25,000.00) to Plaintiff's Counsel, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed \$4,000.00).

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "LWDA Payment" means the amount to be paid to the LWDA, which is sixty-five percent (65%) of the Net Settlement Amount as set forth in Section III.3 herein.

10. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys' Fees to Plaintiff's Counsel; (b) Litigation Costs to Plaintiff's Counsel; (c) Plaintiff's Incentive Payment; and (d) Settlement Administration Costs to the Settlement Administrator.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Notice" means the notice letter that Plaintiff submitted electronically to the LWDA and by certified-mailed to Defendant on January 14, 2025.

13. "PAGA Period" means the time period from January 14, 2024 through March 17, 2026.

14. "PAGA Released Claims" means any and all claims for civil penalties that could have been assessed upon and collected from the Released Parties under PAGA, based on the factual allegations in Plaintiff's PAGA Notice or in the Action, including but not limited to any PAGA civil penalties for Defendant's alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2802 and 2804 predicated on those factual allegations.

15. "Plaintiff's Counsel" means Tuvia Korobkin, F. Shawn Azizollahi, and Nancy Goodes of Marquee Law Group, APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212.

16. "Released Parties" means MB and MB's past, present, and future owners, officers, directors, board members, shareholders, attorneys, members, predecessors, parent companies, subsidiaries, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

17. "Settlement Administrator" means Phoenix Settlement Administrators, a third-party administrator who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed \$4,000.00 ("Settlement Administration Costs").

II. RECITALS

1. On January 14, 2025, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2802 and 2804.

2. Also on January 14, 2025, Plaintiff filed the original Complaint in the Action, alleging class action claims against Defendant for violation of the above Labor Code sections. On March 21, 2025, Plaintiff filed a First Amended Complaint in the Action, adding a cause of action for PAGA civil penalties.

3. Defendant's counsel subsequently produced to Plaintiff's counsel a copy of an arbitration agreement that Plaintiff had signed during her employment, which included a class action waiver.

4. The Parties subsequently agreed to attend private mediation in order to resolve Plaintiff's PAGA claim.

5. In December 2025, the Parties participated in a mediation with Steven G. Mehta, Esq., an experienced and well-respected employment mediator. In preparation for the mediation, Defendant's counsel provided sample timekeeping and payroll data, as well as other relevant data and information for the Aggrieved Employees, and other relevant policy and employment documents. Although the matter did not resolve at mediation, the Parties continued their settlement discussions with Mr. Mehta's assistance. In January 2026, Mr. Mehta made a mediator's proposal, which was ultimately accepted by the Parties. Pursuant to the mediator's proposal, the Parties agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of this settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This

Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay \$420,000.00 as the Gross Settlement Amount (subject to the Escalator Provision, Section III.13 below). Defendant shall pay the Gross Settlement Amount 30 days after the Effective Date. Defendant shall make this payment to the Settlement Administrator, and the Settlement Administrator shall hold payments in escrow pending disbursement.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for MB in California during the PAGA Period. Payments to Aggrieved Employees of their share of the Net Settlement Amount shall be referred to as "Employee Payments." Each Aggrieved Employee will be paid a non-wage check for his/her Employee Payment, and each Aggrieved Employee will receive an IRS Form 1099 from the Settlement Administrator for said payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to one-third of the Gross Settlement Amount (currently estimated to be \$140,000.00) ("Attorneys' Fees") and litigation costs and expenses in the amount up to \$25,000.00 incurred in prosecuting Plaintiff's claims ("Litigation Costs"), to Plaintiff's Counsel. In the event the Court approves payment(s) of lesser amounts for Attorneys' Fees and/or for Litigation Costs to Plaintiff's Counsel, the difference will be a part of the Net Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **Incentive Award to Plaintiff.** Defendant will not oppose Plaintiff's request for an Incentive Award of \$5,000.00 from the Gross Settlement Amount. In the event the Court approves a payment of a lesser amount for Plaintiff's Incentive Award, the difference will be a part of the Net Settlement Amount. The Incentive Award payment will be reported on an IRS Form 1099 issued to Plaintiff.

6. **Settlement Administration Costs.** Defendants will not oppose Plaintiff's request for payment in the amount up to \$4,000.00 to the Settlement Administrator for administering the settlement. In the event the Court approves a payment of less than \$4,000.00 for Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

7. **PAGA Released Claims.** Upon the Effective Date and the Gross Settlement Amount being fully funded, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all PAGA Released Claims defined in Section I.14 herein, based on alleged violations arising from Aggrieved Employees' employment with Defendant during the PAGA Period. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes

of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

8. **Limited Disclosure and No Publicity.** Except as provided below, and except to the extent necessary to effectuate the settlement or as required by the PAGA statute, a court of law, or legal process, neither Plaintiff nor Plaintiff's Counsel will publicize the terms of this Settlement Agreement or issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. Nothing shall prevent Plaintiff's Counsel, after the settlement has been filed with the Court, from including a description of the settlement on their website, or from referring to this settlement in a declaration establishing their qualifications in future cases.

9. **Testimony in Other Proceedings.** This Settlement Agreement does not waive a Party's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual assault or sexual harassment on the part of the other Party to the Settlement Agreement, or on the part of the agents or employees of the other Party, when the Party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. Additionally, notwithstanding anything in this Settlement Agreement to the contrary, this Settlement Agreement does not prevent the disclosure of factual information related to a claim filed in a civil action, or a complaint filed in an administrative action, regarding any act of sexual assault; sexual harassment; workplace harassment; any type of discrimination; or other conduct that Plaintiff has reasonable cause to believe is unlawful; failure to prevent an act of workplace assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful; or retaliation against a person for reporting assault or harassment, any type of discrimination, or other conduct that Plaintiff has reasonable cause to believe is unlawful. Finally, notwithstanding anything in this Settlement Agreement to the contrary, nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as assault, harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

10. **Filing of Motion for Approval of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing a Motion for PAGA Settlement Approval. Plaintiff's Counsel will serve the Motion on Defendant's Counsel and will submit the Settlement Agreement to the LWDA pursuant to the PAGA's requirements. Plaintiff's Counsel shall make all required submissions to the LWDA and the Court to obtain approval of the settlement.

11. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, or the settlement does not become final for any other reason, then either of the Parties shall have the right within ten (10) calendar days of written notice thereof to elect to terminate the Settlement Agreement, in which case it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

However, prior to exercising the right to terminate the Settlement Agreement, the Parties must meet and confer in good faith to obtain Court approval, including to cure any defects identified by the Court or any reviewing court.

12. **Judgment/Administrator Declaration.** This Settlement Agreement is expressly conditioned upon the Court entering judgment on the Settlement. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and the State of California. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's order(s), within ten (10) business days of distributing all payments under the settlement. Plaintiff's Counsel will file the declaration with the Court within ten (10) business days of receipt or as otherwise ordered by the Court.

13. **Escalator Provision.** Defendant represents that there is a total of approximately 4,094 pay periods worked by Aggrieved Employees while employment by MB in California during the PAGA Period. This is a material representation for Plaintiff to enter into this Agreement. If the actual number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 4,094 by more than 10%, then Defendant shall elect to *either*: (i) increase the Gross Settlement Amount by the same percentage above 10% by which the actual number of pay periods exceeds 4,094 (for example, if the actual number of pay periods worked by Aggrieved Employees during the PAGA Period is 11% greater than 4,094, then the Gross Settlement Amount will increase by 1%); *or* (ii) truncate the end date of the PAGA Period such that the number of pay periods during the PAGA Period does not exceed 10% greater than 4,094. If this Escalator Provision is triggered and Defendant elects option (ii), then the Notice to Aggrieved Employees shall contain the truncated end date of the PAGA Period.

14. **No opt out rights.** Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Aggrieved Employees do not have the right to "opt out" of this settlement. If this settlement is approved, each Aggrieved Employee will receive his or her individual Employee Payment as indicated above, and will release the PAGA Released Claims as described above.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court.

2. **Notice to Aggrieved Employees.**

a. No later than fifteen (15) Court days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for MB in California during the PAGA Period, and Social Security number, to the extent available from Defendant's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement

in conformity with the Court's orders. Defendant will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format, such as a Microsoft Excel spreadsheet, satisfactory to the Settlement Administrator.

b. No later than fifteen (15) Court days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator will (i) calculate each Aggrieved Employee's payment, (ii) send its payment calculations to Plaintiff's Counsel and Defense Counsel, (iii) obtain approval from counsel of the calculations, and mail the Employee Payments under cover letter, substantially in the form attached hereto as "**Exhibit A**" ("Cover Letter"), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned to the Settlement Administrator after mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments once to any alternative or updated address obtained by the Settlement Administrator.

3. **Deposit and Distribution of Gross Settlement Amount.**

a. Defendant shall fund the Gross Settlement Amount per the terms of this Settlement Agreement into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Incentive Payment, the Employee Payments to Aggrieved Employees, and the LWDA Payment within fifteen (15) Court days after the Gross Settlement Amount is fully funded and after receiving approval from counsel of the payments calculations, as described above. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order and judgment approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment, which will expire one hundred eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited, and it shall remit the funds associated with each such canceled check to the State Controller's Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

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V. **MISCELLANEOUS PROVISIONS**

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to any Aggrieved Employee or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by MB. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under MB's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any MB benefit plan, policy, or bonus program. MB retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and each Aggrieved Employee will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles. The prevailing party in any such action or motion shall be entitled to recover that party's reasonable attorneys' fees and costs incurred in connection with the action or motion.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms regarding the PAGA Released Claims. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and the Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing

jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or by counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Released Claims, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest

extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **No Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

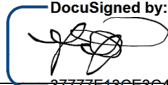
[Remainder of page left intentionally blank; signatures on following page]

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of mediator Steven G. Mehta and/or the Court to resolve such disagreement.

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

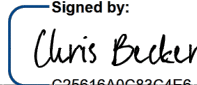
PLAINTIFF:

Dated: 3/13/2026

By:  DocuSigned by:
37777F13CE3C413...
Leslie Leon

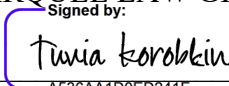
DEFENDANT:

Dated: 3/17/2026

 Signed by:
G25616A0G88C4E6...
SMBC Manubank, f/k/a Manufacturer's Bank
By: Chris Becker [name/title]

APPROVED AS TO FORM:

Dated: 3/13/2026

MARQUEE LAW GROUP, APC
By:  Signed by:
A536AA1D0ED241F...
F. Shawn Azizollahi
Tuvia Korobkin
Attorneys for Plaintiff

Dated: 3/17/2026

SHEPPARD MULLIN RICHTER &
HAMPTON LLP
By: 
Derek R. Havel
H. Sarah Fan
Dimiana Saad
Attorneys for Defendant

EXHIBIT A

Re: Payment from *Leslie Leon v. SMBC Manubank, et al*
Case No. 25STCV00968

Date: _____

<<SIMID>>
<<NAME>>
<<ADDRESS>>

Dear <<NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Leslie Leon v. SMBC Manubank, et al* (the “Action”).

The Action against SMBC Manubank (“MB”) includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. (“PAGA”). The Action was brought by Plaintiff Leslie Leon (“Plaintiff”), on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that MB owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on <<DATE>>, the Court approved the parties’ PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of MB who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this settlement, MB does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by MB, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in the Action, including claims for civil penalties under the PAGA based on MB’s alleged violations of Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 1199, 2802 and 2804 during the time period of January 14, 2024 through March 17, 2026 (the “PAGA Period”).

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at - -

EXHIBIT 2



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

January 14, 2025

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via U.S. Certified Mail

SMBC Manubank
515 S. Figueroa Street, Suite 500
Los Angeles, CA 90071

Re: *Leslie Leon v. SMBC Manubank, f.k.a. Manufacturers Bank*

To Whom It May Concern:

Please be advised that this law firm represents Leslie Leon (“Ms. Leon”) in claims arising from her employment with SMBC Manubank f.k.a. Manufacturers Bank and Does 1 through 100 (collectively, “SMBC”). Ms. Leon is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to SMBC’s violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former non-exempt employees of SMBC who have performed work for SMBC in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Ms. Leon’s contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Ms. Leon has been employed by SMBC as a non-exempt Branch Service Representative from in or about October 2023 to present. At all relevant times, Ms. Leon performed non-exempt job duties of bank telling, issuing cashier’s checks, and processing customer requests, among other non-exempt duties, and generally worked Monday thru Friday.

SMBC provides banking services to its customers at a number of bank branch locations in California. SMBC owns and operates several bank branches, including in Beverly Hills, Downtown Los Angeles, Encino, Glendale, Woodland Hills, Torrance, Brea, Newport Beach, and San Jose.

During at least a portion of the relevant time period, Ms. Leon is informed and believes and based thereon alleges, that SMBC has utilized a timekeeping system which has resulted in

Ms. Leon and other aggrieved employees not being compensated for all hours actually worked, by rounding, time-shaving, or otherwise. Specifically, although SMBC recorded Ms. Leon's and other aggrieved employees' hours worked to the minute, SMBC regularly, systematically, and impermissibly rounded, shaved, or otherwise altered the time worked by Ms. Leon and other aggrieved employees in SMBC's favor, such that the time shaving/rounding practice utilized by SMBC was not even-handed over time and would round and shave in SMBC's favor such that Ms. Leon and other aggrieved employees were underpaid for their time worked. This has resulted in unpaid wages, including unpaid minimum wages and overtime wages.

In addition, SMBC generally has paid Ms. Leon and other aggrieved employees the same number of "Regular" hours each pay period, and reported exactly 86.67 regular hours each semi-monthly pay period on their wage statements, regardless of the number of regular hours they actually worked. For instance, during the pay period of September 16-30, 2024, there were a total of 11 workdays during Ms. Leon's Monday through Friday schedule, meaning the estimated number of regular hours she would have worked would be 88 (8 hours per day). However, Ms. Leon was only paid for, and SMBC only reported, 86.67 regular hours during this pay period. Likewise, in the following pay period of October 1-15, 2024, there were 11 Monday through Friday workdays, yet Ms. Leon was only paid for, and SMBC only reported, 86.67 Regular hours as reflected on her wage statement. This policy/practice has resulted in a failure to pay for all hours worked, as demonstrated herein. This policy/practice has also resulted in a failure to accurately report the number of hours worked, and the number of hours worked at each rate of pay, in violation of Labor Code § 226(a)(2) and (a)(9).

During the relevant time period, SMBC has also failed to provide timely meal periods to Ms. Leon and other aggrieved employees. Specifically, Ms. Leon and other aggrieved employees are often too busy to take a meal period on time, and often take their meal periods after their 5th hour of work. For instance, Ms. Leon often was not able to take a meal period until after 2:00 p.m., which was more than 5 hours after she began working. When this happened, SMBC would impermissibly change Ms. Leon's and other aggrieved employees' timecards to reflect a meal period from 1:30 p.m. to 2:00 p.m. (or another, earlier meal time) to avoid reflecting that Ms. Leon and other aggrieved employees took a late meal period. As a result, Ms. Leon and other aggrieved employees were regularly not provided with timely meal periods and were not paid the meal period premiums to which they were entitled pursuant to Labor Code § 226.7.

In addition, this policy/practice violates Wage Order 4, § 7 (Records), which requires employers to maintain accurate "[t]ime records showing when the employee begins and ends each work period. Meal periods...shall also be recorded."

SMBC has also required Ms. Leon and other employees to incur business expenses without reimbursement. For example, Ms. Leon and other aggrieved employees are required to use their personal cell phones for work purposes, including downloading and using an HID Global authentication application onto their personal cell phones in order to log in to their work computer and clock in and out for work. Use of the HID Global authentication application on their personal cell phones is necessary in order for Ms. Leon and other aggrieved employees to access their work computers and to clock in and out for work every day.

Despite requiring Ms. Leon and other aggrieved employees to use their personal property for work-related purposes, SMBC has failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing, Ms. Leon and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for “reasonable percentage” of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

As a result of SMBC's unlawful practices described above, SMBC has maintained inaccurate time and payroll records, and has issued inaccurate wage statements to Ms. Leon and other aggrieved employees. Further, SMBC has issued inaccurate wage statements by failing to report the actual number of regular hours Ms. Leon and other aggrieved employees worked, as described above.

On information and belief, SMBC has engaged in the above unlawful practices throughout the relevant period and continuing to the present.

As described above, SMBC committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”):

Minimum Wage Violations

SMBC was, and is, required to pay Ms. Leon and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 4, § 4. As alleged above, SMBC maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Leon and other aggrieved employees for all hours worked. As a result of these policies/practices, Ms. Leon and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

SMBC was, and is, required to properly compensate employees, including Ms. Leon and other aggrieved employees, for all overtime hours worked pursuant to Labor Code sections 510 and 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee's regular rate of pay” for work in excess of 8 hours per workday or over 40 hours in a workweek and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged herein, SMBC has failed to properly pay overtime and/or double-time wages to Ms. Leon and other non-exempt aggrieved employees, in violation of California law.

///

Meal Period Violations

As alleged herein, SMBC has failed in its affirmative obligation to provide its employees in California, including Ms. Leon and other aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4. Despite SMBC's violations, SMBC has not paid an additional hour of pay to Ms. Leon and other aggrieved employees at their respective "regular rates of compensation," in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

Failure to Reimburse Expenses

Ms. Leon and other aggrieved employees have been required to use their personal cell phones, and/or other personal items, for work purposes and/or purchase other items for work without reimbursement. Although Ms. Leon and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or at SMBC's direction, SMBC has not reimbursed them for their necessary work expenditures during the relevant time period. SMBC's policy of not providing reimbursement for necessary work expenditures violates Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Leon and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses.

Wage Statement and Recordkeeping Violations

As alleged above, SMBC has, as a matter of uniform policy and practice, failed to furnish Ms. Leon and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, gross and net wages earned, and hours worked at each rate of pay, in violation of Labor Code § 226(a). SMBC has also failed to maintain accurate records of, *inter alia*, aggrieved employees' hours worked and meal periods taken, in violation of Labor Code §§ 1174, 1198, 1199 and Wage Order 4, § 7.

Ms. Leon is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Ms. Leon will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Leon's investigation, and on information and belief, SMBC has committed the following Labor Code violations:

- a. SMBC has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Leon and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. SMBC has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Leon and other aggrieved employees all overtime and/or double-time compensation earned;
- c. SMBC has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Leon and

other aggrieved employees at the employees' respective regular rates of compensation for meal period violations;

- d. SMBC has violated Labor Code §§ 226 and 1198 by failing to furnish Ms. Leon and other aggrieved employees with accurate and complete itemized wage statements;
- e. SMBC has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse or indemnify Ms. Leon and other aggrieved employees for business expenses incurred in the course of their employment;
- f. SMBC has violated Labor Code §§ 1174, 1198, and 1199 by failing to maintain accurate records of the hours worked and/or meal periods taken by Ms. Leon and other aggrieved employees;

Pursuant to Labor Code section 2699.3, please notify our office and SMBC if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "tuvia@marqueelaw.com" <tuvia@marqueelaw.com>

Tue, Jan 14, 2025 at 4:20 PM

1/14/2025

LWDA Case No. LWDA-CM-1073146-25
Law Firm : Marquee Law Group, APC
Plaintiff Name : Leslie Leon
Employer: SMBC Manubank
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

May 26, 2026

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

Via E-Mail

SMBC Manubank
c/o Derek Havel, Esq.
dhavel@sheppard.com
Sheppard Mullin Richter & Hampton LLP
350 South Grand Avenue, 40th Floor
Los Angeles, California 90071

Re: *Leslie Leon v. SMBC Manubank*
LWDA Case No. LWDA-CM-1073146-25

To Whom It May Concern:

This letter supplements the original PAGA notice letter that was submitted by Leslie Leon (“Ms. Leon”), a former employee of SMBC Manubank (“SMBC”), on or about January 14, 2025. The original PAGA notice letter is attached hereto as **Exhibit A** and incorporated herein by reference. Specifically, this letter adds a claim for failure to timely pay final wages in violation of Labor Code §§ 201-203.

For purposes of this letter, “aggrieved employees” are all former non-exempt California employees of SMBC whose employment with SMBC ended at any time from one year prior to the date of Plaintiff’s original PAGA notice through the date that judgment is entered in Ms. Leon’s PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

As a result of SMBC’s unlawful practices described in the original PAGA notice letter, Plaintiff alleges that SMBC has failed to timely pay final wages to Ms. Leon and other aggrieved employees.

On information and belief, SMBC has engaged in the above unlawful practices throughout the relevant time period and continuing to the present.

///

As described above, SMBC committed the following violations of the California Labor Code and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in addition to those identified in the original PAGA notice:

Failure to Timely Pay Final Wages

As alleged herein, SMBC has failed to pay Ms. Leon and other aggrieved employees all wages owed to them at the time of termination of employment, including but not limited to all minimum and overtime wages, and meal period premium wages. This violates Labor Code §§ 201-202, which require prompt payment of all wages due at the end of employment when an employee is terminated or quits.

As an “aggrieved employee,” Ms. Leon will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Leon’s investigation, and on information and belief, SMBC has committed the following Labor Code violations, in addition to the violations identified in his original PAGA notice letter:

- a. SMBC has violated Labor Code §§ 201-203 by failing to pay Ms. Leon and other aggrieved employees all wages due at the separation of their employment.

Pursuant to Labor Code section 2699.3, please notify our office and SMBC if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin

EXHIBIT A



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

January 14, 2025

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via U.S. Certified Mail

SMBC Manubank
515 S. Figueroa Street, Suite 500
Los Angeles, CA 90071

Re: *Leslie Leon v. SMBC Manubank, f.k.a. Manufacturers Bank*

To Whom It May Concern:

Please be advised that this law firm represents Leslie Leon (“Ms. Leon”) in claims arising from her employment with SMBC Manubank f.k.a. Manufacturers Bank and Does 1 through 100 (collectively, “SMBC”). Ms. Leon is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to SMBC’s violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former non-exempt employees of SMBC who have performed work for SMBC in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Ms. Leon’s contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Ms. Leon has been employed by SMBC as a non-exempt Branch Service Representative from in or about October 2023 to present. At all relevant times, Ms. Leon performed non-exempt job duties of bank telling, issuing cashier’s checks, and processing customer requests, among other non-exempt duties, and generally worked Monday thru Friday.

SMBC provides banking services to its customers at a number of bank branch locations in California. SMBC owns and operates several bank branches, including in Beverly Hills, Downtown Los Angeles, Encino, Glendale, Woodland Hills, Torrance, Brea, Newport Beach, and San Jose.

During at least a portion of the relevant time period, Ms. Leon is informed and believes and based thereon alleges, that SMBC has utilized a timekeeping system which has resulted in

Ms. Leon and other aggrieved employees not being compensated for all hours actually worked, by rounding, time-shaving, or otherwise. Specifically, although SMBC recorded Ms. Leon's and other aggrieved employees' hours worked to the minute, SMBC regularly, systematically, and impermissibly rounded, shaved, or otherwise altered the time worked by Ms. Leon and other aggrieved employees in SMBC's favor, such that the time shaving/rounding practice utilized by SMBC was not even-handed over time and would round and shave in SMBC's favor such that Ms. Leon and other aggrieved employees were underpaid for their time worked. This has resulted in unpaid wages, including unpaid minimum wages and overtime wages.

In addition, SMBC generally has paid Ms. Leon and other aggrieved employees the same number of "Regular" hours each pay period, and reported exactly 86.67 regular hours each semi-monthly pay period on their wage statements, regardless of the number of regular hours they actually worked. For instance, during the pay period of September 16-30, 2024, there were a total of 11 workdays during Ms. Leon's Monday through Friday schedule, meaning the estimated number of regular hours she would have worked would be 88 (8 hours per day). However, Ms. Leon was only paid for, and SMBC only reported, 86.67 regular hours during this pay period. Likewise, in the following pay period of October 1-15, 2024, there were 11 Monday through Friday workdays, yet Ms. Leon was only paid for, and SMBC only reported, 86.67 Regular hours as reflected on her wage statement. This policy/practice has resulted in a failure to pay for all hours worked, as demonstrated herein. This policy/practice has also resulted in a failure to accurately report the number of hours worked, and the number of hours worked at each rate of pay, in violation of Labor Code § 226(a)(2) and (a)(9).

During the relevant time period, SMBC has also failed to provide timely meal periods to Ms. Leon and other aggrieved employees. Specifically, Ms. Leon and other aggrieved employees are often too busy to take a meal period on time, and often take their meal periods after their 5th hour of work. For instance, Ms. Leon often was not able to take a meal period until after 2:00 p.m., which was more than 5 hours after she began working. When this happened, SMBC would impermissibly change Ms. Leon's and other aggrieved employees' timecards to reflect a meal period from 1:30 p.m. to 2:00 p.m. (or another, earlier meal time) to avoid reflecting that Ms. Leon and other aggrieved employees took a late meal period. As a result, Ms. Leon and other aggrieved employees were regularly not provided with timely meal periods and were not paid the meal period premiums to which they were entitled pursuant to Labor Code § 226.7.

In addition, this policy/practice violates Wage Order 4, § 7 (Records), which requires employers to maintain accurate "[t]ime records showing when the employee begins and ends each work period. Meal periods...shall also be recorded."

SMBC has also required Ms. Leon and other employees to incur business expenses without reimbursement. For example, Ms. Leon and other aggrieved employees are required to use their personal cell phones for work purposes, including downloading and using an HID Global authentication application onto their personal cell phones in order to log in to their work computer and clock in and out for work. Use of the HID Global authentication application on their personal cell phones is necessary in order for Ms. Leon and other aggrieved employees to access their work computers and to clock in and out for work every day.

Despite requiring Ms. Leon and other aggrieved employees to use their personal property for work-related purposes, SMBC has failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing, Ms. Leon and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for “reasonable percentage” of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

As a result of SMBC's unlawful practices described above, SMBC has maintained inaccurate time and payroll records, and has issued inaccurate wage statements to Ms. Leon and other aggrieved employees. Further, SMBC has issued inaccurate wage statements by failing to report the actual number of regular hours Ms. Leon and other aggrieved employees worked, as described above.

On information and belief, SMBC has engaged in the above unlawful practices throughout the relevant period and continuing to the present.

As described above, SMBC committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”):

Minimum Wage Violations

SMBC was, and is, required to pay Ms. Leon and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 4, § 4. As alleged above, SMBC maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Leon and other aggrieved employees for all hours worked. As a result of these policies/practices, Ms. Leon and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

SMBC was, and is, required to properly compensate employees, including Ms. Leon and other aggrieved employees, for all overtime hours worked pursuant to Labor Code sections 510 and 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times [the] employee's regular rate of pay” for work in excess of 8 hours per workday or over 40 hours in a workweek and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 4, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged herein, SMBC has failed to properly pay overtime and/or double-time wages to Ms. Leon and other non-exempt aggrieved employees, in violation of California law.

///

Meal Period Violations

As alleged herein, SMBC has failed in its affirmative obligation to provide its employees in California, including Ms. Leon and other aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4. Despite SMBC's violations, SMBC has not paid an additional hour of pay to Ms. Leon and other aggrieved employees at their respective "regular rates of compensation," in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

Failure to Reimburse Expenses

Ms. Leon and other aggrieved employees have been required to use their personal cell phones, and/or other personal items, for work purposes and/or purchase other items for work without reimbursement. Although Ms. Leon and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or at SMBC's direction, SMBC has not reimbursed them for their necessary work expenditures during the relevant time period. SMBC's policy of not providing reimbursement for necessary work expenditures violates Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Leon and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses.

Wage Statement and Recordkeeping Violations

As alleged above, SMBC has, as a matter of uniform policy and practice, failed to furnish Ms. Leon and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, gross and net wages earned, and hours worked at each rate of pay, in violation of Labor Code § 226(a). SMBC has also failed to maintain accurate records of, *inter alia*, aggrieved employees' hours worked and meal periods taken, in violation of Labor Code §§ 1174, 1198, 1199 and Wage Order 4, § 7.

Ms. Leon is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Ms. Leon will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Leon's investigation, and on information and belief, SMBC has committed the following Labor Code violations:

- a. SMBC has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Leon and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. SMBC has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Leon and other aggrieved employees all overtime and/or double-time compensation earned;
- c. SMBC has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Leon and

other aggrieved employees at the employees' respective regular rates of compensation for meal period violations;

- d. SMBC has violated Labor Code §§ 226 and 1198 by failing to furnish Ms. Leon and other aggrieved employees with accurate and complete itemized wage statements;
- e. SMBC has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse or indemnify Ms. Leon and other aggrieved employees for business expenses incurred in the course of their employment;
- f. SMBC has violated Labor Code §§ 1174, 1198, and 1199 by failing to maintain accurate records of the hours worked and/or meal periods taken by Ms. Leon and other aggrieved employees;

Pursuant to Labor Code section 2699.3, please notify our office and SMBC if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for your Amended PAGA Claim Notice Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: tuvia@marqueelaw.com

Tue, May 26, 2026 at 7:34 PM

05/26/2026 07:34:26 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

Salary Table 2026-DCB
Incorporating the 1% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,249	\$ 31,263	\$ 32,269	\$ 33,271	\$ 34,274	\$ 34,862	\$ 35,857	\$ 36,859	\$ 36,900	\$ 37,835
2	34,011	34,820	35,948	36,900	37,313	38,410	39,507	40,604	41,701	42,798
3	37,112	38,350	39,587	40,825	42,063	43,300	44,538	45,775	47,013	48,251
4	41,659	43,048	44,437	45,826	47,215	48,604	49,993	51,382	52,771	54,160
5	46,610	48,163	49,717	51,271	52,825	54,378	55,932	57,486	59,039	60,593
6	51,957	53,689	55,420	57,152	58,884	60,616	62,348	64,080	65,811	67,543
7	57,736	59,661	61,586	63,510	65,435	67,360	69,284	71,209	73,134	75,059
8	63,940	66,071	68,202	70,333	72,464	74,595	76,726	78,857	80,988	83,119
9	70,623	72,977	75,332	77,687	80,041	82,396	84,751	87,105	89,460	91,815
10	77,771	80,363	82,954	85,546	88,138	90,730	93,321	95,913	98,505	101,097
11	85,447	88,296	91,145	93,994	96,843	99,692	102,540	105,389	108,238	111,087
12	102,415	105,829	109,243	112,657	116,071	119,485	122,899	126,313	129,728	133,142
13	121,785	125,845	129,904	133,964	138,024	142,084	146,143	150,203	154,263	158,322
14	143,913	148,711	153,509	158,306	163,104	167,902	172,700	177,497	182,295	187,093
15	169,279	174,922	180,565	186,207	191,850	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

Salary Table 2026-LA
Incorporating the 1% General Schedule Increase and a Locality Payment of 36.47%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,820	\$ 31,853	\$ 32,878	\$ 33,899	\$ 34,921	\$ 35,520	\$ 36,534	\$ 37,555	\$ 37,597	\$ 38,550
2	34,654	35,478	36,627	37,597	38,018	39,136	40,253	41,371	42,489	43,606
3	37,813	39,074	40,335	41,596	42,857	44,118	45,379	46,640	47,901	49,162
4	42,446	43,861	45,277	46,692	48,107	49,522	50,937	52,353	53,768	55,183
5	47,490	49,073	50,656	52,239	53,822	55,405	56,989	58,572	60,155	61,738
6	52,938	54,703	56,467	58,232	59,996	61,761	63,525	65,290	67,055	68,819
7	58,827	60,788	62,749	64,710	66,671	68,632	70,593	72,554	74,515	76,476
8	65,148	67,319	69,491	71,662	73,833	76,004	78,175	80,347	82,518	84,689
9	71,957	74,356	76,755	79,154	81,553	83,952	86,351	88,751	91,150	93,549
10	79,240	81,881	84,521	87,162	89,803	92,443	95,084	97,725	100,365	103,006
11	87,061	89,964	92,866	95,769	98,672	101,575	104,477	107,380	110,283	113,185
12	104,349	107,828	111,306	114,785	118,264	121,742	125,221	128,699	132,178	135,657
13	124,085	128,222	132,358	136,495	140,631	144,767	148,904	153,040	157,177	161,313
14	146,632	151,520	156,408	161,297	166,185	171,073	175,962	180,850	185,738	190,627
15	172,476	178,226	183,975	189,725	195,474	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

EXHIBIT 6

Costs Table – *Leon v. SMBC Manubank*

Marquee Law Group, APC

Cost Category	Amount
Court Filing, Service, and Jury Fees (incl. estimated \$75 expected fees for filing the Approval Motion and disbursement declaration)	\$1,998.27
Case Anywhere Fees (incl. \$350 estimated future access and uploading fees)	\$1,388.05
PAGA Filing Fee	\$75.00
Expert Fee	\$4,892.50
Mediation Fee	\$10,750.00
Document download fees and Postage fees	\$26.19
Total	\$19,130.01