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individually, and on behalf of Aggrieved Employees
pursuant to the California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

BRIGETTE HARPER, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

BANK OF HOPE; HOPE BANCORP, INC.;
SECURE TALENT, INC. dba EASTRIDGE
WORKFORCE SOLUTIONS; and DOES 1
through 25, inclusive,

Defendants.

Case No. 24STCV19335
[Consolidated with Case No. 24STCV26027]

Honorable Elaine Lu
Department 9

**DECLARATION OF JAMES S. WINN JR. IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
PAGA COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, GENERAL RELEASE FEE,
AND ADMINISTRATION EXPENSES
PAYMENT**

Date: October 29, 2026
Time: 10:00 a.m.
Department: 9

Opposition due: October 1, 2026
Reply due: October 15, 2026

Complaint Filed: October 7, 2024
Trial Date: Not Set

I, James S. Winn Jr., declare and state as follows:

Procedural History

4. On August 1, 2024, Plaintiff filed a Class Action Complaint entitled *Brigette Harper v. Bank of Hope, et al.*, Los Angeles County Superior Court Case No. 24STCV19335 (“Class Action”), thereby commencing a putative class action against Defendants.

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1 5. On October 7, 2024, Plaintiff filed a Complaint for Enforcement Action Under the
2 Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Operative Complaint”) in the action
3 entitled *Brigette Harper v. Bank of Hope, et al.*, Los Angeles County Superior Court Case No.
4 24STCV26027 (“PAGA Action”). The Operative Complaint asserts a single cause of action for civil
5 penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
6 *seq.* (“PAGA”) against Defendants for violations of multiple provisions of the California Labor Code
7 and the applicable Industrial Welfare Commission Wage Orders.

8 6. On December 2, 2024, Bank of Hope filed a Demurrer and a Motion to Compel
9 Arbitration and Stay Representative PAGA Claim and Remainder of Proceedings (“Motion to Compel
10 Arbitration”) in the PAGA Action.

11 7. On December 12, 2024, the Court related the Class Action and PAGA Action,
12 designated the Class Action as the lead case, reassigned the PAGA Action to the Honorable Elaine
13 Lu, and took all hearings in the PAGA Action off calendar, including the hearings on the Demurrer
14 and Motion to Compel Arbitration.

15 8. On January 8, 2025, the Court consolidated the Class Action and PAGA Action into a
16 single action (collectively, the “Action”).

17 9. On March 11, 2025, Plaintiff filed an arbitration action with JAMS to address her
18 individual claims (including her individual PAGA claim).

19 10. On March 28, 2025, Plaintiff and Defendants (collectively, the “Parties”) entered a
20 Joint Stipulation to Arbitrate Individual Claims, Strike/Dismiss Class Allegations, and Stay
21 Representative PAGA Claims due to binding arbitration agreements that Plaintiff entered into with
22 both Defendants. On April 3, 2025, the Court granted the Joint Stipulation in which it, *inter alia*,
23 struck/dismissed Plaintiff’s class allegations from the Class Action.

24 11. On November 21, 2025, the Parties participated in a formal mediation conducted by
25 Brandon McKelvey, Esq., a neutral and respected mediator with extensive experience in complex
26 wage and hour matters, which led to the Parties reaching an agreement to resolve the Action in its
27 entirety.

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1 12. On June 22, 2026, the Parties executed the PAGA Settlement Agreement
2 (“Settlement,” “Agreement,” or “Settlement Agreement”). A true and correct copy of the Settlement
3 Agreement is attached hereto as **Exhibit 2**.

4 13. During the course of informal discovery in the Action, PAGA Counsel conducted an
5 intense investigation into the facts of the Action. This included obtaining data, information, and
6 documents relating to the underlying alleged violations, including, but not limited to, Plaintiff’s
7 employee file, a sampling of time and pay records belonging to approximately twenty percent (20%)
8 of Aggrieved Employees employed by Bank of Hope, all of the time and pay data for all the Aggrieved
9 Employees employed by Secure Talent, relevant wage and hour policies for both Bank of Hope and
10 Secure Talent, and Aggrieved Employees’ data points for both Bank of Hope and Secure Talent so
11 that Plaintiff could assess the number of alleged potential violations and value of the recoverable
12 penalties, as well as evaluate the strengths and weaknesses of her claims.

13 14. Based on the data, information, and documents received, as well as thorough
14 discussions with Defendants’ counsel, PAGA Counsel was able to (i) determine the total number of
15 distinct individuals falling within the definition of “Aggrieved Employees” for the relevant statutory
16 period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages
17 model that calculated the maximum realistic amount of PAGA penalties that could be levied against
18 Defendants within the relevant statutory period. Defendants, however, disputed Plaintiff’s claims and
19 disputed both the existence of and extent of liability as alleged by Plaintiff, which allowed PAGA
20 Counsel to further assess the strength of Plaintiff’s claims. PAGA Counsel’s experience in litigating
21 similar representative wage and hour claims, the degree of investigation that was conducted here, and
22 the amount of data, information, and documents that was obtained, was sufficient to determine the
23 potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of
24 settlement.

25 15. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. The
26 Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise
27 of Plaintiff’s PAGA claims, and that it is the desire and intention of the Parties to affect a final and
28 complete resolution of the Action.

16. Defendants deny all of the claims in the Action, and do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Settlement Agreement not become final. The Settlement Agreement reflects a compromise reached to end litigation in the Action. Following significant investigation and extensive settlement negotiations, Plaintiff now seeks approval of the proposed Settlement Agreement, which will resolve all representative claims alleged in the Action.

Notice to the LWDA

17. In accordance with California Labor Code sections 2699 *et. seq.*, on August 11, 2026, a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 3**.

Summary of the Terms of the Settlement Agreement

18. For purposes of settlement only, the Parties have agreed that the “Aggrieved Employees” shall be defined as “any persons who worked for Bank of Hope - either as an employee of Bank of Hope or as a worker staffed to Bank of Hope by Secure Talent, who was classified as hourly-paid and/or non-exempt in the State of California during any portion of the PAGA Period.” The “PAGA Period” is the period from July 31, 2023 to January 20, 2026. There are approximately 659 Aggrieved Employees (621 Bank of Hope employees and 38 Secure Talent employees) who worked a total of 26,720 pay periods for Bank of Hope – either as a direct employee or by being staffed to Bank of Hope by Secure Talent (or by Secure Talent, LLC) – who were classified as hourly-paid and/or non-exempt in the State of California for any amount of time during the PAGA Period (“Pay Periods”) (25,650 Pay Periods for workers who worked directly for Bank of Hope and 1,070 Pay Periods for workers who worked for Bank of Hope by being staffed by Secure Talent).

19. The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00). The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) attorneys' fees in the amount of One Hundred Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three

1 Cents (\$113,333.33); (2) attorneys' actual litigation costs and expenses in the amount of Twenty-
2 Seven Thousand Five Hundred Ninety-Three Dollars and Twenty-Seven Cents (\$27,593.27); (3)
3 General Release Fee in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00); and (4)
4 Settlement Administration Costs, not to exceed Four Thousand Five Hundred Dollars and Zero Cents
5 (\$4,500.00).

6 20. After the above-estimated amounts are deducted from the Gross Settlement Amount,
7 the Net Settlement Amount will amount to approximately One Hundred Eighty-Nine Thousand Five
8 Hundred Seventy-Three Dollars and Forty Cents (\$189,573.40), of which sixty-five percent (65%), or
9 approximately One Hundred Twenty-Three Thousand Two Hundred Twenty-Two Dollars and
10 Seventy-One Cents (\$123,222.71), will be paid to the LWDA ("LWDA PAGA Payment"), and thirty-
11 five percent (35%), or approximately Sixty-Six Thousand Three Hundred Fifty Dollars and Sixty-
12 Nine Cents (\$66,350.69), will be distributed and paid to Aggrieved Employees on a pro rata basis
13 based upon their number of Pay Periods.

14 21. No later than ten (10) calendar days after the Effective Date, Defendants shall provide
15 the Administrator with the Aggrieved Employee Data containing each Aggrieved Employee's (i) first
16 name; (ii) last name; (iii) last-known mailing address; (iv) Social Security number; and (v) number of
17 relevant Pay Periods in the PAGA Period (collectively, "Aggrieved Employee Data").

18 22. No later than ten (10) calendar days after the Effective Date, Defendants will transmit
19 the Gross Settlement Amount to a qualified settlement account established by the Administrator.

20 23. No later than fourteen (14) calendar days after Defendants fully fund the Gross
21 Settlement Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA
22 PAGA Payment, the General Release Fee, the Administration Expenses Payment, the PAGA Counsel
23 Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

24 24. Each Individual PAGA Payment check will be valid and negotiable for one hundred
25 and eighty (180) calendar days from the date of mailing, and thereafter, will be canceled. Any funds
26 associated with such canceled checks will be distributed by the Administrator to the California
27 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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25. Based on their records, Defendants estimate that there are 659 Aggrieved Employees who worked 26,720 Pay Periods during the PAGA Period, with Bank of Hope employees working 25,650 Pay Periods and workers staffed to Bank of Hope by Secure Talent working 1,070 Pay Periods. If either (or both) the Bank of Hope or Secure Talent number of Pay Periods exceeds the respective number by more than 10% (i.e., exceeds 28,215 or 1,177, respectively), then that Defendant's portion of the Gross Settlement Amount will increase on a pro rata basis by 1% for each 1% that the Pay Periods exceed the 10% threshold (for example, if a Defendant's Pay Periods for the PAGA Period represent an 11% increase in the number of Pay Periods it estimated, then that Defendant's portion of the Gross Settlement Amount will increase by 1%. For the avoidance of doubt, should a Defendant's Pay Periods increase by more than 10% of its estimates, that Defendant would increase its portion of the Gross Settlement Amount. If both Defendants' Pay Periods increase by more than 10% of their respective estimates, each Defendant would increase its respective portion of the Gross Settlement Amount based on its individual increase.

The Agreement is Fair and Reasonable and Took Into Consideration the Strengths and Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and Benefits of the Agreement

26. Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters.

27. This case and settlement address important employee protections embodied in the California Labor Code. Plaintiff's core allegations are that Defendants systematically violated the California Labor Code by, *inter alia*, failing to properly pay wages for all hours worked, failing to pay overtime at the correct rate, failing to provide compliant meal and rest periods, failing to pay premiums at the correct rate of pay, failing to timely pay wages during employment and upon termination, failing to maintain accurate payroll records, failing to provide accurate wage statements, and failing to reimburse necessary business expenses.

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1 28. Defendants maintained several defenses to Plaintiff's theories of liability, which, if
2 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
3 Throughout this litigation, Defendants maintained, and continue to maintain, that they had, and
4 continue to have, compliant employment policies and practices throughout the time period at issue.
5 Defendants deny that they ever violated any provision of the California Labor Code, including, but
6 not limited to, those sections for which Plaintiff seeks penalties under PAGA. Defendants further
7 denied, and continue to deny, that the lawsuit is appropriate for representative treatment for any
8 purpose other than settlement. Defendants also challenged Plaintiff's standing as an aggrieved
9 employee and denied that any of Defendants' other employees whom Plaintiff seeks to represent are
10 aggrieved. Defendants contended that, like Plaintiff, all other aggrieved employees were subject to
11 valid and enforceable arbitration agreements, such that each would be required to arbitrate his/her own
12 individual claims. Defendants also argued that an important feature of PAGA is that the Court retains
13 discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do
14 otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

15 29. Even if violations of the California Labor Code occurred, which Defendants deny,
16 Defendants contended that said violations would only be considered "initial violations" and thus
17 heightened "subsequent violation" penalties were not warranted.

18 30. Defendants also contended that, with respect to PAGA claims, the Court was unlikely
19 to assess cumulative penalties for the maximum number of possible, separate California Labor Code
20 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
21 certain conduct may be regulated by multiple provisions of the California Labor Code that are
22 interrelated and work in tandem.

23 31. While Plaintiff maintains that her PAGA claims have merit, in reaching the Agreement,
24 Plaintiff and her counsel took into account the strengths and weaknesses of each side's position, and
25 the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon
26 appeal. The Agreement achieves a sizeable benefit obtained.

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1 32. As set forth in the Motion, the California Labor Code does not set forth the criteria by
2 which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into
3 consideration some of the factors that courts use when reviewing a class action settlement.¹ “[A]
4 PAGA claim asserted on a non-class representative basis...is not considered a class action but a law
5 enforcement action, and therefore does not have to meet the requirements of [a class action].” *Casida*
6 *v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012). However, a
7 discussion of the strengths and weaknesses of each claim, along with an estimate of the total potential
8 recovery is as follows:

9 *i. Unpaid Wages*

10 33. Plaintiff alleges that Defendants failed to compensate Plaintiff and the Aggrieved
11 Employees at their applicable minimum, regular, and overtime rates for their work, and failed to
12 compensate them for all hours that they worked. For example, Plaintiff reported that as a result of the
13 workload, Defendants’ strict deadlines, and their alleged failure to provide adequate staffing, Plaintiff
14 and the other Aggrieved Employees were regularly required to work through their breaks.
15 Additionally, Plaintiff alleged that Defendants failed to correctly calculate the regular rate of pay for
16 overtime, sick pay, and meal period premiums because various forms of non-discretionary
17 compensation, including employee referral fees, deposit incentives, and retention bonuses, were not
18 included in those calculations. Plaintiff’s analysis further showed estimated underpayments associated
19 with overtime, sick pay, and meal period premiums, supporting Plaintiff’s position that Defendants
20 failed to pay all wages owed.

21 34. Defendants denied these claims, arguing that their overtime policies and practices
22 comply with California. Defendants further contended that their non-exempt employees were
23 responsible for accurately recording their own hours and that they were not aware that any work had
24 been performed off-the-clock. Additionally, Plaintiff’s analysis of Defendants’ pay data confirmed
25 that Defendants paid overtime.

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28 ¹ As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

1 35. If a violation was found to have occurred in every one of the aggregate pay periods
2 within the relevant time period, the potential maximum exposure for this claim would be
3 \$2,641,600.00.²

4 *ii. Meal Periods*

5 36. Plaintiff asserted that Defendants failed to provide employees with lawful meal periods.
6 For example, Plaintiff's time records reveal that on multiple occasions throughout her tenure working
7 for Defendants, Defendants failed to provide her with a meal break for shifts longer than 5 hours.
8 Additionally, Plaintiff alleged that throughout the relevant time period, Defendants failed to pay all
9 premiums for meal period violations.

10 37. Defendants argued that the Aggrieved Employees were permitted, if not encouraged,
11 to take their meal breaks. Defendants also argued that their written meal break policies were lawful
12 and employees' time records reflected that they took lawful meal periods. Moreover, litigating the
13 meal period claims would be inherently difficult as it would need to be proven that compliant meal
14 periods were not provided, but time records would not indicate whether or not a meal period was
15 interrupted. Additionally, Bank of Hope contended that 600 of the 621 Bank of Hope Aggrieved
16 Employees signed meal break waivers. Taking into account meal premium premiums paid and valid
17 meal break waivers, Plaintiff's analysis revealed only a 0.6% violate rate of purported unique meal
18 period violations.

19 38. If a violation was found to have occurred in every one of the aggregate pay periods
20 within the relevant time period, the potential maximum exposure for this claim would be \$126,500.00.

21 *iii. Rest Periods*

22 39. Plaintiff argued that Defendants failed to schedule, permit, or authorize compliant rest
23 periods. For example, Plaintiff reported that she and the other Aggrieved Employees missed their rest
24 breaks or had them delayed, shortened, or interrupted due to the output demanded by Defendants and
25 their failure to provide adequate staffing levels. Here, Plaintiff faced the challenge of having to prove
26

27 ² While the California Labor Code provides for \$100 for the first violation and up to \$250 for each subsequent violation
28 (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods
times a \$100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is
discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

1 each alleged rest period violation with only testimony from Aggrieved Employees.

2 40. If a violation was found to have occurred in every one of the aggregate pay periods
3 within the relevant time period, the potential maximum exposure for this claim would be \$2,641,600.

4 *iv. Unreimbursed Business Expenses*

5 41. Plaintiff alleged that Aggrieved Employees incurred necessary business-related
6 expenses and costs that were not fully reimbursed by Defendants, including the required use of
7 personal cell phones and home internet for work purposes.

8 42. Defendants contended that they had a policy and practice of reimbursing employees for
9 necessary business-related expenses. Defendants further contended that, with respect to the alleged
10 expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from
11 Defendants, they did not know and had no reason to know that alleged business-related expenses had
12 been incurred.

13 43. If a violation was found to have occurred in every one of the aggregate pay periods
14 within the relevant time period, the potential maximum exposure for this claim would be \$2,641,600.

15 *v. Derivative Claims*

16 44. As with all derivative claims, success depends on the success of the underlying claims.
17 Here, Plaintiff's claims for inaccurate wage statements — including the failure to state all correct rates
18 of pay, all hours worked, all meal period premium wages earned, and all rest period premium wages
19 earned — failure to pay all wages due during employment and upon termination, and failure to keep
20 complete and accurate payroll records showing hours worked daily and wages paid would only
21 succeed if the underlying claims for failure to pay wages for off-the-clock work, failure to pay
22 overtime, and failure to pay premiums for all meal and rest periods not lawfully provided were
23 successful. Therefore, these claims were subject to the same risks of failure as discussed above.

24 45. Again, if a violation was found to have occurred in every one of the aggregate pay
25 periods within the relevant time period, the potential maximum exposure for this claim would be
26 \$2,641,600.

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1 vi. *Total PAGA Penalties*

2 46. PAGA Counsel considered information obtained through investigations and obtained
3 from Plaintiff and Aggrieved Employees, as well as data provided by Defendants, and created
4 valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims
5 were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could
6 be shown that civil penalties under the California Labor Code are owed of one penalty per pay period
7 during the relevant time period, Defendants' estimated total exposure in theory would exceed several
8 million dollars. However, PAGA Counsel considered the fact that, by law, the Court has the discretion
9 to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply,
10 and that stacking and/or cumulative penalties may not be allowed. Based thereon and the application
11 of one penalty per pay period in the relevant time period, the estimated total exposure was \$2,641,600.
12 PAGA Counsel then considered the defenses asserted, information and evidence obtained, and
13 circumstances in this case, which posed risks to representative adjudication and monetary recovery.
14 Accordingly, a discount of 60% was applied to account for the risks associated with proving the
15 underlying violations and the cost and delay in recovering the alleged potential penalties (bringing the
16 value of this claim closer to \$1,056,640), and a discount of 60% was applied to account for the risks
17 associated with succeeding on the merits and establishing liability (bringing the value of this claim
18 closer to \$422,656). In light thereof, the Gross Settlement Amount of \$340,000 is a significant
19 settlement.

20 **The Amount in the Settlement Agreement**

21 47. The Net Settlement Amount is currently estimated to be One Hundred Eighty-Nine
22 Thousand Five Hundred Seventy-Three Dollars and Forty Cents (\$189,573.40). After all deductions
23 from the Gross Settlement Amount are made for the PAGA Counsel Fees Payment, the PAGA Counsel
24 Litigation Expenses Payment, the General Release Fee, and the Administration Expenses Payment,
25 approximately One Hundred Twenty-Three Thousand Two Hundred Twenty-Two Dollars and
26 Seventy-One Cents (\$123,222.71) (i.e., 65% of the Net Settlement Amount) will go to the LWDA,
27 and approximately Sixty-Six Thousand Three Hundred Fifty Dollars and Sixty-Nine Cents
28 (\$66,350.69) (i.e., 35% of the Net Settlement Amount) will go to the Aggrieved Employees, as

1 required by California Labor Code § 2699, subdivision (m). There is no reason to doubt the fairness
2 of the proposed plan of allocation of the Net Settlement Amount as it fully complies with California
3 Labor Code section 2699(m).

4 48. The Settlement Agreement is a compromise of highly disputed claims. Plaintiff and
5 her counsel recognize the expense and length of continued proceedings necessary to litigate the matter
6 through trial and any possible appeals. Plaintiff and her counsel have also taken into account the
7 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
8 such litigation. Plaintiff and her counsel are also aware of the burdens of proof necessary to establish
9 liability, both generally and in response to Defendants' defenses thereto, and the difficulties in
10 establishing Defendants' liability for, and the right to recover, penalties on behalf of Plaintiff, the State
11 of California, and other Aggrieved Employees. Plaintiff and her counsel have also taken into account
12 Defendants' agreement to enter into a settlement that confers significant relief upon the Aggrieved
13 Employees and the State of California. Considering all of the facts in this case, Plaintiff and her
14 counsel have determined that the Agreement represents a fair, adequate, and reasonable resolution of
15 the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the State of
16 California.

17 49. The result achieved in this case is well within the range of what is considered an
18 acceptable settlement under the circumstances, especially when compared to the settlement of PAGA
19 claims in other cases.

20 **The Agreement was Negotiated by Experienced Counsel**

21 50. In the view of PAGA Counsel, the benefits conferred by the Agreement are eminently
22 fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees
23 in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits
24 provided for by the Agreement.

25 51. Here, the extent of informal discovery conducted was sufficient to enable PAGA
26 Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. The
27 settlement negotiations were conducted by highly capable and experienced counsel. PAGA Counsel
28 are respected members of the bar with strong records of vigorous and effective advocacy, and are

1 experienced in handling complex wage and hour class action litigation. Accordingly, PAGA Counsel
2 had sufficient information and experience to act intelligently in negotiating the Agreement.

3 **The Requested PAGA Counsel Fees Payment is Fair and Reasonable**

4 52. PAGA Counsel's application for attorneys' fees in light of the facts and circumstances
5 surrounding this matter is well-within the range of reasonableness. PAGA Counsel has vigorously
6 litigated this case since it was commenced, with the very real possibility of an unsuccessful outcome
7 and no fee recovery of any kind.

8 53. In the present case, PAGA Counsel has borne all of the risks and costs of litigation and
9 will not receive any compensation until recovery is obtained. PAGA Counsel is experienced in
10 complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiff,
11 the Aggrieved Employees, and the State of California. Considering the amount of fees requested,
12 work performed, risks incurred, and experience of PAGA Counsel in handling similar matters,
13 Plaintiff maintains that the requested attorneys' fees of one-third (1/3) of the Gross Settlement Amount
14 (i.e., \$113,333.33 if the Gross Settlement Amount is \$340,000.00) are reasonable and should be
15 awarded.

16 54. The effectiveness of PAGA Counsel's prosecution of this matter has translated into
17 tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will
18 obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years
19 for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other
20 representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3)
21 significant savings in PAGA Counsel's fees and/or costs that would have only increased significantly
22 had the case progressed through trial and/or appeals.

23 55. PAGA Counsel is experienced in complex representative and class action wage-and-
24 hour litigation. Blackstone Law, APC ("Blackstone") has been counsel of record on several class and
25 PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit**
26 **4**. The attorneys who worked on the Action are all experienced in litigating wage and hour matters as
27 follows:

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1 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
2 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
3 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
4 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an
5 associate and remained employed there from September 2008 through August 2015. During his
6 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
7 employment, corporate, entertainment, and general business litigation matters, though his primary area
8 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
9 those cases, he was the only or primary attorney managing the case and thus obtained extensive
10 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
11 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
12 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
13 motions and pleadings, including dispositive and certification motions; strategized on all cases;
14 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
15 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
16 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
17 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
18 the cases he managed were highly publicized, with articles written about them in the Los Angeles
19 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
20 regularly honored him as a Southern California Rising Star since 2012. He is currently the managing
21 partner of Blackstone overseeing roughly 500 labor and employment cases, approximately 80% of
22 which include a wage and hour component. The majority of those cases are wage-and-hour putative
23 class actions or representative PAGA actions seeking relief on behalf of thousands of California
24 employees. His billable rate is \$1,295, which is well within the prevailing rate for attorneys with his
25 experience in this area of practice in Southern California.

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1 b. Miriam L. Schimmel is a 29-year litigator who joined Blackstone in June 2022,
2 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
3 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
4 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
5 in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the
6 Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense
7 side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010,
8 her practice has been devoted almost entirely to employment litigation consisting of wage and hour
9 class actions and representative actions pursuant to PAGA, as well as individual actions based on
10 violations of the Fair Employment and Housing Act (“FEHA”). Approximately 75% of her work in
11 this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of
12 employers/businesses. On many of those cases, she was the senior lead attorney managing the
13 litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing
14 potential wage and hour and wrongful termination claims for viability; took and defended hundreds of
15 depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions
16 and pleadings, including dispositive and certification motions, as well as settlement approval motions;
17 strategized on all cases; participated in and directed communication with class members; attended
18 hearings; led and participated in mediations; coordinated with class action administrators; prepared
19 and worked with experts; and engaged in all other related aspects of litigation in state, federal,
20 complex, and appellate courts. Her billable rate is \$1,075, which is well within the prevailing rate for
21 attorneys with her experience in this area of practice in Southern California.

22 c. Joana Fang is a highly skilled nine-year lawyer who is part of the team at Blackstone
23 that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of
24 University of California, Berkeley where she was a double major in Legal Studies and Media Studies.
25 Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as
26 well as catastrophic injury complex litigation. She is admitted to the State of California, all federal
27 district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently
28 recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of \$750 is

1 reasonable based on her education and experience and is in line with the market rate.

2 d. Alexandra Rose joined Blackstone from a highly reputable employment law firm. She
3 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
4 from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State
5 Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. She
6 is additionally licensed in all federal district courts of California. She manages the post-settlement
7 department at Blackstone. In that capacity, she oversees and handles over 100 wage-and-hour putative
8 class actions and/or representative actions under PAGA that are in settlement. Her hourly rate of \$750
9 is reasonable based on her education and experience and is in line with the market rate.

10 e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm.
11 He graduated from New York University with a Bachelor of Arts degree in 2009 and from University
12 of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at
13 USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the
14 top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his
15 admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both
16 individual and class action cases. He was most recently recognized as a 2025 Southern California
17 Rising Star by Super Lawyers. His hourly rate of \$675 is reasonable based on his education and
18 experience and is in line with the market rate.

19 f. I joined Blackstone after working at a respected employment and personal injury
20 plaintiff-side law firm where I handled cases from intake to post settlement. I graduated from the
21 University of California, Santa Barbara with a Bachelor of Arts degree in Political Science with a
22 Minor in Professional Writing in 2018. I received my Juris Doctorate Degree in 2022 from University
23 of the Pacific, McGeorge School of Law. I was admitted to the State Bar of California in May 2023.
24 I have worked on many wage and hour class action and PAGA representative matters, and my work
25 has included, *inter alia*, conducting legal research, drafting pleadings, stipulations, memorandums of
26 understanding, and settlement agreements, negotiating settlement terms, engaging in motion practice,
27 and making court appearances. My hourly rate of \$550 is reasonable based on my education and
28 experience and is in line with the market rate.

56. Blackstone Law, APC has spent approximately 181.90 total hours litigating this matter. To date, our total fees incurred amount to \$162,103. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by negotiating the settlement documents and drafting the documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	19.40	\$1,295	\$25,123
Miriam L. Schimmel	Senior Counsel	67.20	\$1,075	\$72,240
Joana Fang	Senior Associate	13.40	\$750	\$10,050
Alexandra Rose	Senior Associate	25.60	\$750	\$19,200
Jared C. Osborne	Senior Associate	36.20	\$675	\$24,435
James S. Winn Jr.	Associate	20.10	\$550	\$11,055

57. We expect to spend an additional 10 hours (\$5,500) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Agreement through its conclusion, including anticipated communications with defense counsels, the Administrator, and our client. Based thereon, the total amount of PAGA Counsel's fees through closure of this matter are estimated to be approximately \$167,603.

The Requested PAGA Counsel Litigation Expenses Payment is Fair and Reasonable

58. The Agreement provides for reimbursement of PAGA Counsel's actual litigation costs and expenses of up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). However, PAGA Counsel seeks reimbursement of a total of Twenty-Seven Thousand Five Hundred Ninety-Three Dollars and Twenty-Seven Cents (\$27,593.27) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable and necessary in the prosecution of this matter.

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The Administration Expenses Payment is Fair and Reasonable

59. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, Phoenix Settlement Administrators to handle the administration of the Agreement. The fees and expenses of the Administrator are estimated not to exceed Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00). These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Agreement, among other things. Accordingly, the Court should grant approval of the Administration Expenses Payment in the amount of *up to* Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00) to Phoenix Settlement Administrators, a necessary third-party for handling the settlement process.

The General Release Fee is Fair and Reasonable

60. As part of the Settlement Agreement, Plaintiff respectfully requests a reasonable General Release Fee of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff. This General Release Fee is eminently reasonable given the time and effort Plaintiff spent on this matter, her services on behalf of the State of California and the Aggrieved Employees, and her broader, general release of claims.

61. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff was available whenever PAGA Counsel needed her and actively tried to obtain information that would benefit the prosecution of the Action.

62. Accordingly, Plaintiff respectfully submits that it is appropriate and just for Plaintiff to receive a General Release Fee in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) in addition to the Individual PAGA Payment she will receive as an Aggrieved Employee, for her services on behalf of the State of California and the other Aggrieved Employees, as well as for her broader, general release of claims.

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Pending Actions

63. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 12, 2026, at Tustin, California.

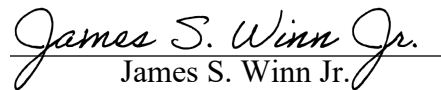

James S. Winn Jr.

EXHIBIT 1

July 31, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Brigette Harper v. Bank of Hope; Hope Bancorp, Inc.; Secure Talent, Inc. dba Eastridge Workforce Solutions*

To Whom It May Concern:

This office represents Brigette Harper (“Claimant”) with respect to their claims under the California Labor Code against Bank of Hope, Hope Bancorp, Inc., and Secure Talent, Inc. dba Eastridge Workforce Solutions (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Brigette Harper from approximately May 2023 to September 2023 as a non-exempt, hourly-paid employee. Brigette Harper worked as a Payment Specialist for Employers and was based out of Claimant’s home.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock prior to clocking-in and/or after clocking-out for their shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an

employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections

must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam L. Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Bank of Hope
c/o Adam Karasik
Agent for Service of Process
3200 Wilshire Blvd, Ste 1400
Loss Angeles, CA 90010

Hope Bancorp, Inc.
c/o Adam Karasik
Agent for Service of Process
3200 Wilshire Blvd, Ste 1400
Loss Angeles, CA 90010

Secure Talent, Inc.
2385 Northside Dr Ste 250
San Diego, CA 92108

Secure Talent, Inc.
c/o C T Corporation System
Agent for Service of Process
330 N Brand Blvd Suite 700
Glendale, CA 91203

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Brigitte Harper (“Plaintiff”) and defendants Bank of Hope, Hope Bancorp, Inc. (collectively, “Bank of Hope”) and Secure Talent, Inc. dba Eastridge Workforce Solutions (“Secure Talent”) (Bank of Hope and Secure Talent collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Brigitte Harper v. Bank of Hope, et al.*, Los Angeles Superior Court Case No. 24STCV26027 initiated on October 7, 2024, and pending in Superior Court of the State of California, County of Los Angeles. The Action is consolidated with, and includes, Plaintiff’s action captioned *Brigitte Harper v. Bank of Hope, et al.*, Los Angeles Superior Court Case No. 24STCV19335 initiated on August 1, 2024.
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means any persons who worked for Bank of Hope – either as an employee of Bank of Hope or as a worker staffed to Bank of Hope by Secure Talent, who was classified as hourly-paid and/or non-exempt in the State of California during any portion of the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s first name, last name, last-known mailing address, Social Security number and number of relevant Pay Periods in the PAGA Period.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the Court’s order granting final approval of the PAGA Settlement.
- 1.8 “Complaints” mean the complaints filed in Los Angeles Superior Court Case No. 24STCV19335 and Los Angeles Superior Court Case No. 24STCV26027, each of which is part of the Action.

- 1.9 “Court” means the Superior Court of California, County of Los Angeles.
- 1.10 “Defense Counsel” means (1) Mark Kemple, Matthew Weber, and Michael Kolvek of Greenberg Traurig, LLP for Bank of Hope; and (2) Kim Carter and P. Sean Kearney of Littler Mendelson P.C. for Secure Talent.
- 1.11 “Effective Date” means the later of: (i) the sixty fifth (65th) day after both the Court enters a Judgment on its Approval Order, provided no appeal has been initiated and no motion to vacate, motion to intervene, motion to reconsider, or other challenge to Settlement approval has been filed; or (ii) if such an appeal or motion to vacate, motion to intervene, motion to reconsider, or other challenge to Settlement approval, fifteen (15) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.
- 1.12 “General Release Fee” means the payment to the Plaintiff for initiating the Action and providing a general release of claims, including a release all of her claims alleged in *Brigette Harper v. Bank of Hope, et al.*, Los Angeles Superior Court Case No. 24STCV19335 and her individual arbitration [*Brigette Harper, et al. v. Bank of Hope; Hope Bancorp, Inc.; Secure Talent Inc. dba Eastridge Workforce Solutions*, JAMS Reference No. 5220008829].
- 1.13 “Gross Settlement Amount” means \$340,000, which is the total amount Defendants agree to pay – with Bank of Hope contributing \$295,000 and Secure Talent contributing \$45,000 – under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, General Release Fee, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.
- 1.14 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699.
- 1.17 “LWDA PAGA Payment” means the 65% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (m).
- 1.18 “Operative Complaint” means the Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* filed in the Action on October 7, 2024.
- 1.19 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, General Release Fee, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

- 1.20 “PAGA Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, Jared C. Osborne, and James S. Winn Jr. of Blackstone Law, APC, the attorneys representing the Plaintiff in the Action.
- 1.21 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.22 “Pay Period” means any pay period during which an Aggrieved Employee worked for Bank of Hope – either as a direct employee or by being staffed to Bank of Hope by Secure Talent (or by Secure Talent, LLC) – who was classified as hourly-paid and/or non-exempt in the State of California for any amount of time during the PAGA Period.
- 1.23 “PAGA Period” means the period from July 31, 2023 to January 20, 2026.
- 1.24 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.25 “PAGA Notice” means Plaintiff’s July 31, 2024 letter (LWDA No.: LWDA-CM-1042919-24) to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3.
- 1.26 “Plaintiff” means Bridgette Harper, the named plaintiff in the Action.
- 1.27 “Released PAGA Claims” means the claims being released by the Plaintiff and Aggrieved Employees, and the State of California and as described in Paragraph 5 below.
- 1.28 “Released Parties” means Defendants, i.e., Bank of Hope, Hope Bancorp, Inc., and Secure Talent, Inc. dba Eastridge Workforce Solutions (including Secure Talent, LLC), and each of their respective present and former parent companies, subsidiaries, divisions, related entities, affiliates, officers, directors, shareholders, members, employees, attorneys, insurers, agents, predecessors, successors, and assigns.
- 1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On August 1, 2024, Plaintiff commenced a class action by filing a complaint alleging causes of action against Defendants for (1) unpaid minimum wage, (2) unpaid overtime, (3) meal break violations, (4) rest break violations, (5) wages not timely paid during employment, (6) wage statement violations, (7) untimely final wages, (8) failure to reimburse necessary business expenses, and (9) violations of California Business and Professions Code §§ 17200, *et seq.* On October 7, 2024, Plaintiff commenced a separate enforcement action under PAGA against Defendants based on the same underlying theories. On January 8, 2025, the Court consolidated Plaintiff’s

actions (Los Angeles Superior Court Case No. 24STCV19335 and Los Angeles Superior Court Case No. 24STCV26027) into a single action. Defendants deny the allegations in the Complaints in the Action and deny any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, Plaintiff gave written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On November 21, 2025, the Parties participated in a day long mediation with mediator Brandon McKelvey, Esq. which led to this Agreement to settle the Action and Plaintiff's related arbitration [JAMS Reference No. 5220008829].
- 2.4 Prior to mediation negotiating the Settlement, Plaintiff obtained, through informal discovery, from Bank of Hope: a sampling of time and corresponding pay records belonging to approximately 20% of Aggrieved Employees employed by Bank of Hope, relevant Bank of Hope policies, and the total number of Pay Periods worked during the PAGA Period and other relevant data points; from Secure Talent provided time and pay data for all 38 Aggrieved Employees employed by Secure Talent, relevant Secure Talent policies, and the total number of Pay Periods for Secure Talent Aggrieved Employees who worked at Bank of Hope during the PAGA Period.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendants shall pay the gross sum of \$340,000, which will be paid as follows: except as otherwise provided by Paragraph 8 below, Bank of Hope will pay \$295,000 and Secure Talent will pay \$45,000, and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$113,333.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$35,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation

Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.2 To Plaintiff: A General Release Fee of up to the amount of \$5,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for a General Release Fee that does not exceed this amount. If the Court approves a General Release Fee for less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report on the General Release Fee using IRS Form 1099. Plaintiff assumes full and sole responsibility and liability for any and all taxes owed on the General Release Fee.
- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$4,500 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$4,500, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be allocated 65% to the LWDA PAGA Payment and 35% to the Individual PAGA Payments.
 - 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the Net Settlement Amount by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate there are 659 Aggrieved Employees (621 Bank of Hope and 38 Secure Talent employees) who worked a total of 26,720 Pay Periods (25,650 for

workers who worked directly for Bank of Hope and 1,070 workers who worked for Bank of Hope by being staffed by Secure Talent).

- 4.2 Aggrieved Employee Data. Within 10 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount (pursuant to Paragraph 3.1) by transmitting the funds to the Administrator no later than 10 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA Payment, the General Release Fee, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments, along with a cover letter ("Cover Letter"), in substantially the form attached hereto as "**Exhibit A**", and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any

Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, the State of California, and Defendants will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. In exchange for the benefits provided by Defendants under this Agreement to which Plaintiff is otherwise not entitled, Plaintiff, individually and on behalf of her spouse, partner, heirs, executors, representatives (including PAGA Counsel), administrators, agents, and successor and assigns (collectively, the Releasers) hereby voluntarily, unconditionally, irrevocably, and fully and forever releases and discharges the Released Parties from any and all claims that may legally be waived by private agreement, whether known or unknown, which Plaintiff has asserted or could assert against the Released Parties arising out of or relating in any way to Plaintiff's employment or termination (including all claims that were, or reasonably could have been, alleged, based on the facts alleged in the Action, her Demand for Arbitration in JAMS Reference No. 5220008829, and the PAGA Notice, including Plaintiff's individual Labor Code claims), any acts, circumstances, facts, transactions, or omissions, occurring up to and including the date Plaintiff signs this Agreement ("Claims").

This release shall not include claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time.

This release includes, but is not limited to, (i) any and all Claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (ADEA), the Family and Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), the California Fair Employment and Housing Act (FEHA), the California Labor Code, including Labor Code section 1102.5, the California Family Rights Act (CFRA), the Fair Credit Reporting Act (FCRA), any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order; (ii) Claims based on veteran status; (iii) Claims in equity or under common law including but not limited to

claims for tort, breach of contract (express or implied, written or oral), wrongful discharge, defamation, emotional distress, negligence, negligent hiring and retention, and claims for punitive or exemplary damages; (iv) all Claims under any federal, state, or local statute, including Claims for employment discrimination or harassment, retaliation, disability discrimination, wrongful termination, constructive termination, violation of public policy, wage and hour law violations, breach of any express or implied contract, breach of any implied covenant, fraud, breach of fiduciary duty, negligence, intentional or negligent misrepresentation, emotional distress, interference with prospective economic advantage, interference with contract, loss of consortium, slander, invasion of privacy, any personal injury, promissory estoppel, unjust enrichment, detrimental reliance, whistle blowing, failure to pay wages, and tort, compensatory and/or punitive damages, claims for attorneys' fees, any injunctive relief, violation of any statute, or any other claims relating to her employment with or termination of employment from Bank of Hope and/or Secure Talent; and (v) all Claims made or which could have been made before any administrative agency, including the California Civil Rights Division, the California Department of Industrial Relations, the California Division of Labor Standards Enforcement, the California Labor Workforce Development Agency, the California Labor Commissioner, in the Superior Court of the State of California for the County of Los Angeles, in any other Superior Court in any county in California, in federal court, or in any other court of the land, against Bank of Hope and/or Secure Talent.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff will dismiss with prejudice her Arbitration proceeding with JAMS, Reference No: 5220008829, for her individual statutory and PAGA claims against Defendants.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. This Agreement is intended to encompass all claims, known and unknown, foreseen and unforeseen, that Plaintiff may have, whether arising in tort, contract, law, equity, or whether based upon a violation of any federal, state, local or administrative statute, law, regulation or ordinance arising out of or related to facts or events occurring prior to the execution of this Agreement. For purposes of the Plaintiff's release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code or under any similar state or federal law are hereby expressly waived. Civil Code section 1542 provides as follow:

Section 1542: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

In waiving the protections of Section 1542, Plaintiff expressly acknowledges awareness that the actual facts and circumstances surrounding the terms on which this Agreement and the releases herein are given may later be discovered to be different from those now known or believed to be true, and Plaintiff assumes such risk to affect a full and complete waiver and release. Plaintiff warrants that she has read this Agreement, including this waiver of

California Civil Code Section 1542, and that she has consulted counsel or has had the opportunity to consult counsel about this Agreement and specifically about the waiver of Section 1542, and that she understands this Agreement and the **Section 1542 waiver**. Plaintiff further acknowledges by her signature below that she freely and knowingly enters into this Agreement.

- 5.2 Release by Aggrieved Employees and the State of California. All Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and/or claims stated in the Operative Complaint and PAGA Notice including but not limited to claims for: (1) unpaid minimum wage, (2) unpaid overtime, (3) meal period violations, (4) rest break violations, (5) failure to timely pay wages during employment, (6) failure to provide compliant wage statements and failure to keep requisite payroll records, (7) failure to timely pay wages upon termination, (8) failure to reimburse necessary business expenses, and (9) claims for civil penalties pursuant to Labor Code sections 2699, et seq., including but not limited to all claims for interest, penalties, premiums, and/or attorney's fees in connection with any of the preceding claims (including but not limited to Lab. Code §§ 201-204, 210, 218.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5 1199, 2698, 2699, 2699.3, 2699.5, 2800, and 2802, and/or all applicable Wage Orders, regulations, and/or other provisions of law alleged to have been violated); and/or all other statutory and/or regulatory violations alleged in the PAGA Notice and/or Operative Complaint.
- 5.3 Mutual Release by Defendants. In exchange for reasonable consideration, including this mutual release and each Defendant's contribution to this Settlement pursuant to Section 3.1 and 8 of this Settlement, Defendants, Bank of Hope on one hand, and Secure Talent, on the other, release one another for any claims for indemnification or liability related to Plaintiff's Action and this Settlement, including any claims that one Defendant is responsible to the other for additional contribution to this Settlement (aside from additional contribution pursuant to Section 8 below), and claim for reimbursement or indemnification for costs or expenses related to this Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's and Plaintiff's Counsel's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Court approval of this Settlement under Labor Code section 2699 including (i) a draft proposed Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed

declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subds. (a), (c)), Operative Complaint in the Action, this Agreement ; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Additional Responsibilities. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator, but shall not file a Motion for Approval without Defendants' review and approval.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. Defense Counsel may, but need not, file a separate brief within seven days after the filing of the motion for approval. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 659 Aggrieved Employees who worked 26,720 Pay Periods during the PAGA Period, with Bank of Hope employees working 25,650 periods and workers staffed to Bank of Hope by Secure Talent working 1,070 pay periods. If either (or both) the Bank of Hope or Secure Talent number of Pay Periods exceeds the respective number by more than 10% (i.e., exceeds 28,215 or 1,177, respectively), then that Defendant's portions of the Gross Settlement Amount will increase on a pro rata basis by 1% for each 1% that the Pay Periods exceed the 10% threshold (for example, if a Defendant's Pay Periods for the PAGA Period represent an 11% increase in the number of Pay Periods it estimated, then that Defendant's portion of the Gross Settlement Amount will increase by 1%). For the avoidance of doubt, should a Defendant's Pay Periods increase by more than 10% of its estimates in this Section, that Defendant would increase its portion of the Gross Settlement Amount. If both Defendant's Pay Periods increase by more than 10% of their respective estimates, each Defendant would increase its respective portion of the Gross Settlement Amount based on its individual increase.

9. CONTINUING JURISDICTION OF THE COURT.

- 9.1 The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. Likewise, the Court's approval of this Settlement and any Judgment entered thereon in no way

constitutes a finding by the Court of liability against any Defendant on the claims asserted in the Action. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Other than information necessary to secure Court approval of this Settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no statement other than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the Settlement on any website or social media, respond to any press inquiries, or otherwise publicize the Settlement or communicate its terms in public or in private, with the exception of filing a motion for approval and providing information as necessary to secure Court approval of the Settlement. Nothing in this Agreement prohibits PAGA Counsel from disclosing the Settlement to the LWDA/State of California or to Aggrieved Employees, and as shall be contractually required to effectuate the terms of the Settlement. Additionally, for the limited purpose of allowing PAGA Counsel to prove adequacy as PAGA and/or class counsel in other actions, PAGA Counsel may disclose the name of the Parties in the Action and the venue/case number of the Action (but not any other settlement details) for such purposes.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator’s payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Miriam L. Schimmel (SBN 185089)
mschimmel@blackstonepc.com
Joana Fang (SBN 309623)
jfang@blackstonepc.com
Alexandra Rose (SBN 329407)
arose@blackstonepc.com
Jared C. Osborne (SBN 335968)
josborne@blackstonepc.com
James S. Winn Jr (SBN 349690)
jwinn@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

To Bank of Hope: Mark D. Kemple (SBN 145219)
kemplem@gtlaw.com
Matthew J. Weber (SBN 318097)
webermat@gtlaw.com
Michael J. Kolvek (SBN 347032)
michael.kolvek@gtlaw.com
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067-2121
Telephone: (310) 586-7700
Facsimile: (310) 586-7800

To Secure Talent: Kim Carter (SBN 283212)
kicarter@littler.com
P. Sean Kearney, (SBN 344205)
skearney@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900

San Diego, California 92101
Telephone: (619) 232-0441
Facsimile: (619) 232-4302

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign or other similar applications), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.
- 10.18 Validity and Enforceability of Arbitration Agreements. The Settlement shall have no impact on the validity or enforceability of the arbitration agreements entered into by Plaintiff and/or the Aggrieved Employees, and the Settlement shall not prejudice Defendant from seeking to enforce such arbitration agreements. The foregoing does not affect or modify the Parties' rights or legal positions with respect to the validity or enforceability of Plaintiff's arbitration agreement(s) with Defendant(s).

AGREED.

Plaintiff Brigitte Harper

Dated: 5/29, 2026

Brigitte Harper

Signature

Defendant Bank of Hope

Dated: _____, 2026

Signature

Name

Its: _____

Position

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///
///
///

Defendant Hope Bancorp, Inc.

Dated: _____, 2026

Signature

Name

Its: _____

Position

**Defendant Secure Talent, Inc. dba
Eastridge Workforce Solutions**

Dated: _____, 2026

Signature

Name

Its: _____

Position

Approved as to form:

Counsel for Plaintiff Harper

Dated: May 29, 2026



Alexandra Rose

Counsel for Bank of Hope Defendants

Dated: _____, 2026

Mark D. Kemple

Counsel for Defendant Secure Talent

Dated: _____, 2026

Kim Carter

San Diego, California 92101
Telephone: (619) 232-0441
Facsimile: (619) 232-4302

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign or other similar applications), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.
- 10.18 Validity and Enforceability of Arbitration Agreements. The Settlement shall have no impact on the validity or enforceability of the arbitration agreements entered into by Plaintiff and/or the Aggrieved Employees, and the Settlement shall not prejudice Defendant from seeking to enforce such arbitration agreements. The foregoing does not affect or modify the Parties' rights or legal positions with respect to the validity or enforceability of Plaintiff's arbitration agreement(s) with Defendant(s).

AGREED.

Plaintiff Brigitte Harper

Dated: _____, 2026

Signature

Defendant Bank of Hope

Dated: June 16, 2026

Angelee J. Harris
Signature

Angelee J. Harris
Name

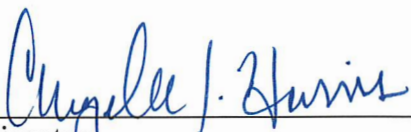
Its: General Counsel

Position

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///
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///

Defendant Hope Bancorp, Inc.

Dated: June 16, 2026



Signature

Angelce J. Harris

Name

Its: General Counsel

Position

**Defendant Secure Talent, Inc. dba
Eastridge Workforce Solutions**

Dated: _____, 2026

Signature

Name

Its: _____

Position

Approved as to form:

Counsel for Plaintiff Harper

Dated: _____, 2026

Alexandra Rose

Counsel for Bank of Hope Defendants

Dated: June 17, 2026



Mark D. Kemple

Counsel for Defendant Secure Talent

Dated: _____, 2026

Kim Carter

Defendant Hope Bancorp, Inc.

Dated: _____, 2026

Signature

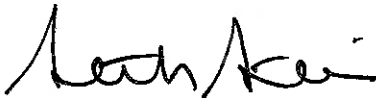
Name

Its: _____

Position

**Defendant Secure Talent, Inc. dba
Eastridge Workforce Solutions**

Dated: 6/8, 2026



Signature

Seth Stein

Name

Its: CEO

Position

Approved as to form:

Counsel for Plaintiff Harper

Dated: _____, 2026

Alexandra Rose

Counsel for Bank of Hope Defendants

Dated: _____, 2026

Mark D. Kemple

Counsel for Defendant Secure Talent

Dated: 6/22, 2026



Kim Carter

Exhibit A

<<DATE>>

<<FIRST- NAME>> <<LAST- NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment Related to *Brigette Harper v. Bank of Hope, et al.*, Los Angeles Superior Court Case No. 24STCV26027 and *Brigette Harper v. Bank of Hope, et al.*, Los Angeles Superior Court Case No. 24STCV19335

Dear <<FIRST- NAME>> <<LAST- NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of two lawsuits entitled ***Brigette Harper v. Bank of Hope, et al.*, Los Angeles Superior Court Case No. 24STCV26027 and *Brigette Harper v. Bank of Hope, et al.*, Los Angeles Superior Court Case No. 24STCV19335** (the “Actions”).

The Action was filed by Brigette Harper (“Plaintiff”) against Bank of Hope, Hope Bancorp, Inc. (collectively, “Bank of Hope”) and Secure Talent, Inc. dba Eastridge Workforce Solutions (“Secure Talent”) (Bank of Hope and Secure Talent collectively, “Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). Defendants deny Plaintiff’s allegations and that Defendants engaged in any wrongdoing.

Plaintiff’s claim was brought on behalf of the State of California and you are not a direct party, but because you were employed by Defendants as a non-exempt employee during the period covered by the lawsuit, you are entitled to the enclosed settlement payment. The Court has approved this settlement. You are fully responsible for any taxes owed due to this payment. Regardless of whether you cash the enclosed check, you will be bound by the release included in the Settlement.

EXHIBIT 3



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Tue 8/11/2026 4:22 PM

To Ana Turcios <aturcios@blackstonepc.com>

[External Email].

08/11/2026 04:21:47 PM

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

Item submitted: Proposed Settlement

On 08/11/2026 04:21:47 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1042919-24

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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT 4

- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County

Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilisa Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior

Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.

- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for*

Children and Luskin Orthopaedic Institute for Children, et al., Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno

County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.

- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior

Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County

Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior

Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.

- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA

- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case

No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Sitara Nayabhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA.

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour

class and PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case

No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 5

Date	Type of Expense	Description of Expense	Amount
<i>Harper v. Bank of Hope</i>			
6/11/2024	Other	Case Investigation Cost	\$268.00
7/31/2024	Mailing	PAGA Letter to Bank of Hope	\$9.92
7/31/2024	Mailing	PAGA Letter to Hope Bancorp Inc	\$9.92
7/31/2024	Mailing	PAGA Letter to Secure Talent Inc	\$9.92
7/31/2024	Mailing	PAGA Letter to Secure Talent Inc Agent	\$9.92
8/4/2024	Filing	Steno: Complaint Packet (Class)	\$1,997.20
8/21/2024	Filing	Steno: Notice of Posting Jury Fees (Class)	\$262.45
8/23/2024	Filing	Steno: SOP - Secure Talent, Inc. (Class)	\$206.45
8/26/2024	Mailing	Notice of ISC to Hope Bancorp, Inc.	\$0.97
8/26/2024	Mailing	Notice of ISC to Secure Talent	\$0.97
8/26/2024	Mailing	Notice of ISC to Bank of Hope	\$0.97
8/27/2024	Filing	Steno: SOP - Hope BanCorp Inc. (Class)	\$231.45
8/27/2024	Filing	Steno: SOP - Bank of Hope (Class)	\$231.45
8/29/2024	Filing	Steno: Notice of ISC (Class)	\$59.95
10/11/2024	Filing	Steno: Complaint Packet (PAGA)	\$647.20
10/25/2024	Filing	Steno: SOP - Hope BanCorp Inc. (PAGA)	\$223.45
10/25/2024	Filing	Steno: SOP - Bank of Hope (PAGA)	\$223.45
11/21/2024	Filing	Steno: Notice and Acknowledgment of Receipt (PAGA)	\$59.95
12/11/2024	Filing	Steno: Joint ISC Response Statement (Class)	\$59.95
12/24/2024	Filing	Steno: Notice of Court Order (PAGA)	\$59.95
12/24/2024	Filing	Steno: Notice of Court Order (Class)	\$59.95
1/10/2025	Filing	Steno: Notice of Court Order (Class)	\$59.95
1/30/2025	Filing	Steno: Notice of Resetting ISC (Class)	\$59.95
2/5/2025	Filing	Steno: Joint ISC Response Statement (Class)	\$59.95
2/25/2025	Hosting Fee	Payment to Case Anywhere	\$46.79
3/13/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
3/25/2025	Other	Payment to Jams, Inc.	\$400.00
3/25/2025	Mailing	Check to Jams, Inc.	\$5.54
4/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
5/2/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
6/18/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
7/20/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
8/5/2025	Mediation	Payment to M Resolution	\$14,000.00
8/23/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
9/21/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
10/9/2025	Filing	Steno: Joint Stipulation (Class)	\$86.95
10/23/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
11/30/2025	Hosting Fee	Payment to Case Anywhere	\$55.00
12/31/2025	Hosting Fee	Payment to Case Anywhere	\$49.00
1/9/2026	Expert Fee	Payment to Berger Consulting Group	\$6,900.00
1/27/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
2/19/2026	Filing	Steno: Notice of Minute Order (Class)	\$59.95
2/27/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
3/27/2026	Hosting Fee	Payment to Case Anywhere	\$55.00
4/9/2026	Filing	Steno: Report (Class)	\$59.95
4/23/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
5/22/2026	Hosting Fee	Payment to Case Anywhere	\$55.00
6/17/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
7/15/2026	Hosting Fee	Payment to Case Anywhere	\$49.00
7/3/2026	Filing	Steno: Joint Status Report (Class)	\$59.95
	Hosting Fee	Payment to Case Anywhere (August 2026)	\$49.00
	Filing	Estimated Cost - Steno: Motion for Approval of PAGA Settlement and Supporting Documents ("M4PAGA")	\$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Order (M4PAGA)	\$59.95
	Filing	Estimated Cost - Steno: Administrator's Declaration re Disbursement	\$59.95
		TOTAL:	\$27,593.27