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Attorneys for Plaintiff BRIGETTE HARPER,
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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING 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

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1 5. The individuals covered under the Settlement consist of the following: “Any persons
2 who worked for Bank of Hope – either as an employee of Bank of Hope or as a worker staffed to Bank
3 of Hope by Secure Talent, who was classified as hourly-paid and/or non-exempt in the State of
4 California during any portion of the PAGA Period” (“**Aggrieved Employee**”). The “**PAGA Period**”
5 is defined as the period from July 31, 2023 to January 20, 2026.

6 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
7 negotiations.

8 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
9 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
10 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
11 shall be the Gross Settlement Amount (\$340,000.00) less the approved PAGA Counsel Fees Payment,
12 PAGA Counsel Litigation Expenses Payment, General Release Fee, and Administration Expenses
13 Payment to Phoenix Settlement Administrators (“**Administrator**”). Sixty-five percent (65%) of the
14 Net Settlement Amount shall be distributed to the LWDA (“**LWDA PAGA Payment**”) and thirty-
15 five percent (35%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees in
16 accordance with this Order and Judgment and the Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided
18 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
19 Administrator to administer the Settlement and to make the payments as provided for by, and
20 consistent with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$113,333.33 to PAGA Counsel for attorneys’ fees,
22 subject to Section 8 of the Settlement Agreement. This amount shall be paid from the Gross Settlement
23 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
24 Agreement.

25 10. The Court approves the payment of \$27,593.27 to PAGA Counsel for reimbursement
26 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the
27 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
28 Settlement Agreement.

11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for a General Release Fee. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of *up to* \$4,500.00 to the Administrator for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. No later than ten (10) calendar days after the Effective Date, Defendants will provide the Administrator with the Aggrieved Employee Data containing each Aggrieved Employee's first name, last name, last-known mailing address, Social Security number, and number of relevant Pay Periods in the PAGA Period.

15. No later than ten (10) calendar days after the Effective Date, Defendants will transmit the Gross Settlement Amount to a qualified settlement account established by the Administrator, which shall be paid as follows (subject to Paragraph 8 of the Settlement Agreement):

a. Bank of Hope will pay \$295,000.00 of the Gross Settlement Amount; and

b. Secure Talent will pay \$45,000.00 of the Gross Settlement Amount.

16. Within fourteen (14) calendar 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.

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

1 18. If either (or both) the Bank of Hope or Secure Talent number of Pay Periods exceeds
2 the respective estimated number by more than ten percent (10%) (i.e., if Bank of Hope's Pay Periods
3 exceed 28,215 or if Secure Talent's Pay Periods exceed 1,177, respectively), then that Defendant's
4 portions of the Gross Settlement Amount will increase on a pro rata basis by one percent (1%) for each
5 one percent (1%) that the Pay Periods exceed the ten percent (10%) threshold (for example, if a
6 Defendant's Pay Periods for the PAGA Period represent an 11% increase in the number of Pay Periods
7 it estimated, then that Defendant's portion of the Gross Settlement Amount will increase by 1%). For
8 the avoidance of doubt, should a Defendant's Pay Periods increase by more than ten percent (10%) of
9 its estimates in Section 8 of the Agreement, that Defendant would increase its portion of the Gross
10 Settlement Amount. If both Defendant's Pay Periods increase by more than ten percent (10%) of their
11 respective estimates, each Defendant would increase its respective portion of the Gross Settlement
12 Amount based on its individual increase.

13 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

14 20. Effective on the date when Defendants fully fund the entire the Gross Settlement
15 Amount, all Aggrieved Employees and the State of California are deemed to release, on behalf of
16 themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors and assigns, Defendants, i.e., Bank of Hope, Hope Bancorp, Inc., and
18 Secure Talent, Inc. dba Eastridge Workforce Solutions (including Secure Talent, LLC), and each of
19 their respective present and former parent companies, subsidiaries, divisions, related entities, affiliates,
20 officers, directors, shareholders, members, employees, attorneys, insurers, agents, predecessors,
21 successors, and assigns (collectively, the "**Released Parties**") from all claims for PAGA penalties that
22 were alleged, or reasonably could have been alleged, based on the facts and/or claims stated in the
23 Operative Complaint and PAGA Notice, including but not limited to claims for: (1) unpaid minimum
24 wage, (2) unpaid overtime, (3) meal period violations, (4) rest break violations, (5) failure to timely
25 pay wages during employment, (6) failure to provide compliant wage statements and failure to keep
26 requisite payroll records, (7) failure to timely pay wages upon termination, (8) failure to reimburse
27 necessary business expenses, and (9) claims for civil penalties pursuant to Labor Code sections 2699,
28 et seq., including but not limited to all claims for interest, penalties, premiums, and/or attorney's fees

1 in connection with any of the preceding claims (including but not limited to Lab. Code §§ 201-204,
2 210, 218.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198,
3 1198.5 1199, 2698, 2699, 2699.3, 2699.5, 2800, and 2802, and/or all applicable Wage Orders,
4 regulations, and/or other provisions of law alleged to have been violated); and/or all other statutory
5 and/or regulatory violations alleged in the PAGA Notice and/or Operative Complaint (collectively,
6 **“Released PAGA Claims”**). The Released PAGA Claims are limited to claims that occurred during
7 the PAGA Period.

8 21. Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
9 Plaintiff, individually and on behalf of her spouse, partner, heirs, executors, representatives (including
10 PAGA Counsel), administrators, agents, and successor and assigns (collectively, the Releasers) hereby
11 voluntarily, unconditionally, irrevocably, and fully and forever releases and discharges the Released
12 Parties from any and all claims that may legally be waived by private agreement, whether known or
13 unknown, which Plaintiff has asserted or could assert against the Released Parties arising out of or
14 relating in any way to Plaintiff’s employment or termination (including all claims that were, or
15 reasonably could have been, alleged, based on the facts alleged in the Action, her Demand for
16 Arbitration in JAMS Reference No. 5220008829, and the PAGA Notice, including Plaintiff’s
17 individual Labor Code claims), any acts, circumstances, facts, transactions, or omissions, occurring
18 up to and including the date Plaintiff signs the Agreement (**“Claims”**). This release shall not include
19 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
20 workers’ compensation benefits that arose at any time. This release includes, but is not limited to, (i)
21 any and all Claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of
22 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (ADEA), the
23 Family and Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the
24 National Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Worker Adjustment
25 and Retraining Notification Act, the Americans with Disabilities Act (ADA), the Uniformed Services
26 Employment and Reemployment Rights Act (USERRA), the California Fair Employment and
27 Housing Act (FEHA), the California Labor Code, including Labor Code section 1102.5, the California
28 Family Rights Act (CFRA), the Fair Credit Reporting Act (FCRA), any other federal, state, or local

1 constitution, charter, law, rule, ordinance, regulation, or order; (ii) Claims based on veteran status; (iii)
2 Claims in equity or under common law including but not limited to claims for tort, breach of contract
3 (express or implied, written or oral), wrongful discharge, defamation, emotional distress, negligence,
4 negligent hiring and retention, and claims for punitive or exemplary damages; (iv) all Claims under
5 any federal, state, or local statute, including Claims for employment discrimination or harassment,
6 retaliation, disability discrimination, wrongful termination, constructive termination, violation of
7 public policy, wage and hour law violations, breach of any express or implied contract, breach of any
8 implied covenant, fraud, breach of fiduciary duty, negligence, intentional or negligent
9 misrepresentation, emotional distress, interference with prospective economic advantage, interference
10 with contract, loss of consortium, slander, invasion of privacy, any personal injury, promissory
11 estoppel, unjust enrichment, detrimental reliance, whistle blowing, failure to pay wages, and tort,
12 compensatory and/or punitive damages, claims for attorneys' fees, any injunctive relief, violation of
13 any statute, or any other claims relating to her employment with or termination of employment from
14 Bank of Hope and/or Secure Talent; and (v) all Claims made or which could have been made before
15 any administrative agency, including the California Civil Rights Division, the California Department
16 of Industrial Relations, the California Division of Labor Standards Enforcement, the California Labor
17 Workforce Development Agency, the California Labor Commissioner, in the Superior Court of the
18 State of California for the County of Los Angeles, in any other Superior Court in any county in
19 California, in federal court, or in any other court of the land, against Bank of Hope and/or Secure
20 Talent. The Agreement is intended to encompass all claims, known and unknown, foreseen and
21 unforeseen, that Plaintiff may have, whether arising in tort, contract, law, equity, or whether based
22 upon a violation of any federal, state, local or administrative statute, law, regulation or ordinance
23 arising out of or related to facts or events occurring prior to the execution of the Agreement. For
24 purposes of the Plaintiff's release, Plaintiff expressly waives and relinquishes the provisions, rights,
25 and benefits, if any, of section 1542 of the California Civil Code or under any similar state or federal
26 law are hereby expressly waived. Civil Code section 1542 provides as follows: A general release does
27 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
28 favor at the time of executing the release, and that if known by him or her would have materially

1 affected his or her settlement with the debtor or released party. In waiving the protections of Section
2 1542, Plaintiff expressly acknowledges awareness that the actual facts and circumstances surrounding
3 the terms on which the Agreement and the releases herein are given may later be discovered to be
4 different from those now known or believed to be true, and Plaintiff assumes such risk to affect a full
5 and complete waiver and release.

6 22. No individualized notice of this Order and Judgment is required to be provided to the
7 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
8 system established for the filing of notices and documents, in conformity with California Labor Code
9 § 2699(s)(3).

10 23. A Non-Appearence Compliance Hearing is set for _____ at
11 _____ in Department 9 located at the Spring Street Courthouse, 312 North Spring Street, Los
12 Angeles, California 90012. A declaration regarding the status of the distribution of the settlement
13 funds is due to be filed no later than _____ .

14 **IT IS SO ORDERED.**

15 Dated: _____

Honorable Elaine Lu
Judge of the Superior Court

EXHIBIT 1

<<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.