

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): July 8, 2022

**HANMI FINANCIAL CORPORATION**

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

000-30421  
(Commission File No.)

95-4788120  
(I.R.S. Employer  
Identification No.)

900 Wilshire Boulevard, Suite 1250, Los Angeles, California  
(Address of Principal Executive Offices)

90017  
(Zip Code)

Registrant's telephone number, including area code: (213) 382-2200

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, \$0.001 par value	HAFC	Nasdaq Global Select Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Item 5.02**      **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On July 8, 2022, Hanmi Financial Corporation (the "Company"), its wholly owned subsidiary, Hanmi Bank (the "Bank"), and Romolo C. Santarosa, Senior Executive Vice President and Chief Financial Officer of the Company and Bank, entered into the first amendment (the "Amendment") to Mr. Santarosa's employment agreement dated February 26, 2020 (the "Employment Agreement"). The Amendment extends the term of the Employment Agreement to February 28, 2025, or if earlier, the close of business on the effective date of termination of employment pursuant to Section 5 of the Employment Agreement. On February 28, 2025 and on each subsequent anniversary, the term of the Employment Agreement will automatically renew for an additional year, unless either party provides written notice of non-renewal.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the form of Amendment which is attached hereto as Exhibit 10.1 of this Current Report on Form 8-K and is incorporated by reference into this Item 5.02.

**Item 9.01.      Financial Statements and Exhibits.**

- |     |  |                 |
|-----|--|-----------------|
| (a) | Financial Statements of Businesses Acquired. | Not Applicable. |
| (b) | Pro Forma Financial Information.             | Not Applicable. |
| (c) | Shell Company Transactions.                  | Not Applicable. |
| (d) | Exhibits                                     |                 |

<u>Number</u>	<u>Description</u>
<a href="#"><u>10.1</u></a>	<a href="#"><u>First Amendment to the Amended and Restated Employment Agreement by and among Hanmi Financial Corporation, Hanmi Bank and Romolo C. Santarosa dated February 26, 2020.</u></a>

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**HANMI FINANCIAL CORPORATION**

DATE: July 8, 2022

By: /s/ Bonnie I. Lee  
Bonnie I. Lee  
President and Chief Executive Officer

June 30, 2022

Romolo C. Santarosa

Re: First Amendment to Amended and Restated Employment Agreement

Dear Mr. Santarosa:

This is to memorialize the FIRST AMENDMENT (the “*First Amendment*”) to your AMENDED AND RESTATED EMPLOYMENT AGREEMENT dated February 26, 2020 (the “*Agreement*”) with Hanmi Financial Corporation, a Delaware corporation, and Hanmi Bank, a state-chartered bank incorporated under the laws of the State of California (together, the “*Company*”). It sets forth certain changes to the terms of your employment with the Company, effective as of close of business on the date set forth above (the “*Effective Date*”). Effective as of the Effective Date, this First Amendment supersedes and replaces those provisions in your Agreement set forth herein. The numbered paragraph set forth below corresponds to the same numbered paragraph set forth in your Agreement.

## 2. Term of Your Employment.

Your employment under this Agreement shall be for a term commencing on the Effective Date and ending upon the earlier of (i) February 28, 2025 (the “*End Date*”), or (ii) the close of business on the effective date of termination of your employment pursuant to Section 5 (the “*Term*”). On the End Date and on each subsequent anniversary of the End Date thereafter (each, a “*Renewal Date*”), the Term shall automatically renew for an additional one (1) year period, unless either you or the Company provides the other party with written notice of non-renewal of the Term at least sixty (60) days prior to the End Date or such Renewal Date, as applicable. Notwithstanding the foregoing, your employment can be terminated by either party providing advance written notice in accordance with Section 5(e). If you remain employed by the Company following the expiration of the Term (including pursuant to a non-renewal thereof), except as otherwise expressly provided herein, your employment relationship with the Company (if any) shall cease to be governed by the terms and conditions of this Agreement and shall be on an at-will basis on such terms as may be prescribed by the Company, unless otherwise agreed to by you and the Company in writing; *provided, however*, that the provisions of Section 7 below shall survive the expiration or termination of the Term in accordance with their terms.

In all other respects, your Agreement remains in full force and effect.

This First Amendment may be executed in counterparts, each of which will constitute an original and all of which, when taken together with the Agreement, will constitute one agreement. However, this First Amendment will not be effective until the date both parties have executed this First Amendment.

[Signature Page Follows]

Very truly yours,

HANMI FINANCIAL CORPORATION

/s/ Bonita I. Lee

Name: Bonita I. Lee

Title: President and Chief Executive Officer

HANMI BANK

/s/ Bonita I. Lee

Name: Bonita I. Lee

Title: President and Chief Executive Officer

ACCEPTED AND AGREED TO:

/s/ Romolo C. Santarosa

Romolo C. Santarosa

Dated: June 30, 2022