

08/03/2023

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

MIN WOO BAE, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PACIFIC CITY BANK,

Defendant.

Case No.: 21STCV45922

(Assigned to Hon. Judge William F. Highberger,
Dept. 1)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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1 Before this Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action
2 Settlement (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiff
3 Min Woo Bae (“Plaintiff”) and Class Members and Defendant Pacific City Bank (“Defendant”). After
4 reviewing Plaintiff’s unopposed request for preliminary approval, this Court grants the Motion and
5 preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

6 IT IS HEREBY ORDERED THAT:

7
8 The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the Before
9 this Court is Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement
10 (“Motion”). The Court has reviewed the Motion and Settlement Agreement between Plaintiff Min Woo
11 Bae (“Plaintiff”) and Class Members and Defendant Pacific City Bank (“Defendant”). After reviewing
12 Plaintiff’s unopposed request for preliminary approval, this Court grants the Motion and preliminarily
13 concludes that the proposed Settlement is fair, reasonable, and adequate.

14 IT IS HEREBY ORDERED THAT:

15
16 1. The Settlement Agreement,² including the proposed notice plan and forms of notice to the
17 Class, the appointment of Min Woo Bae as the Class Representative, the appointment of Class Counsel
18 for Plaintiff and the Class, the approval of P&N as the Settlement Administrator, the various forms of
19 class relief provided under the terms of the settlement and the proposed method of distribution of
20 settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Fairness
21 Hearing described below.

22
23 2. The Court does hereby preliminarily and conditionally approve and certify, for settlement
24 purposes, the following Class:

25
26 _____
27 ¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement
28 Agreement.

² All capitalized terms used in this Order shall have the same meanings as set for in the Settlement
Agreement.

1 **All natural persons residing in the United States who were sent a Notice Letter notifying**
2 **them that their Private Information was potentially compromised in the Data Incident.**³

3 3. The Court does hereby further preliminarily and conditionally approve and certify, for
4 settlement purposes only, the following California Class:

5 **All natural persons residing in California who were sent a Notice Letter notifying them**
6 **that their Private Information was potentially compromised in the Data Incident.**

7 4. Based on the information provided: the Class is ascertainable; it consists of roughly 15,000
8 Class Members, and the California Subclass consists of roughly 10,000 people each satisfying numerosity;
9 there are common questions of law and fact including whether Defendant failed to implement and maintain
10 reasonable security procedures and practices appropriate to the nature and scope of the information
11 compromised in the Data Incident, satisfying commonality; the proposed Class Representative's claims
12 are typical in that they are members of the Class and allege they have been damaged by the same conduct
13 as the other members of the Class; the proposed Class Representative and Class Counsel fully, fairly, and
14 adequately protect the interests of the Class; questions of law and fact common to members of the Class
15 predominate over questions affecting only individual members for settlement purposes; and a class action
16 for settlement purposes is superior to other available methods for the fair and efficient adjudication of this
17 Action.
18

19 5. The Court appoints Plaintiff Min Woo Bae as the Class Representative.

20 6. The Court appoints Terence R. Coates of Markovits, Stock & DeMarco, LLC; Joseph M.
21 Lyon of The Lyon Firm; and Kiley Grombacher of Bradley Grombacher LLP as Class Counsel.
22

23 7. The Court appoints P&N as the Settlement Administrator.

24 8. A Final Fairness Hearing shall be held before the Court on [~~date~~] ~~GEHR / CA 18 E~~ ,
25
26

27 _____
28 ³ "Data Incident" shall mean the cybersecurity incident against Defendant giving rise to the Action, as defined in the Settlement Agreement.

1 2023 at _____ [time] _____ for the following purposes:

- 2 a. To determine whether the proposed Settlement is fair, reasonable, and adequate to
- 3 the Class and should be approved by the Court;
- 4 b. To determine whether to grant Final Approval, as defined in the Settlement
- 5 Agreement;
- 6 c. To determine whether the notice plan conducted was appropriate;
- 7 d. To determine whether the claims process under the Settlement is fair, reasonable
- 8 and adequate and should be approved by the Court;
- 9 e. To determine whether the requested Class Representative Service Award of
- 10 \$5,000.00, Class Counsel's combined attorneys' fees, of up to 1/3 of the Settlement
- 11 Fund (\$233,333.33), and Class Counsel's litigation expenses up to \$30,000.00
- 12 should be approved by the Court;
- 13
- 14 f. To determine whether the settlement benefits are fair, reasonable, and adequate;
- 15 and,
- 16
- 17 g. To rule upon such other matters as the Court may deem appropriate.

18 9. The Court approves, as to the form and content, the Notices (including the Short Notice).

19 Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods

20 of mailing or distributing the notices substantially in the form as presented in the exhibits to the Motion

21 for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the

22 requirements of Cal. Civ. Proc. Code § 382 and due process, and is the best notice practicable under the

23 circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

24

25 10. The Court preliminarily approves the following Settlement Timeline for the purposes of

26 conducting the notice plan, settlement administration, claims processing, and other execution of the

27 proposed Settlement:

28

SETTLEMENT TIMELINE

1	SETTLEMENT TIMELINE	
2	<u>From Order Granting Preliminary Approval</u>	
3	Defendant to provide list of Class Members to the	+14 days
4	Settlement Administrator	
5	Long and Short Notices Posted on the Settlement	+30 days
6	Website	
7	Notice Date	+30 days
8	Counsel’s Motion for Attorneys’ Fees,	+76 days
9	Reimbursement of Litigation Expenses, and Class	
10	Representative Service Award	
11	Objection Deadline	+90 days
12	Exclusion Deadline	+90 days
13	Settlement Administrator Provide List of	+100 days
14	Objections/Exclusions to the Parties’ counsel	
15	Claims Deadline	+120 days
16		
17	<u>Final Approval Hearing</u>	+180 (at minimum)
18	Motion for Final Approval	-14 days
19		
20	<u>From Order Granting Final Approval</u>	
21	Effective Date	+35 days, assuming no appeal has been
22		taken. See definition of Final in the
23	Payment of Attorneys’ Fees and Expenses Class	+42 days
24	Representative Service Award	
25	Payment of Claims to Class Members	+95 days
26	Settlement Website Deactivation	+240 days

11. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Date. Class Counsel

1 and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Class
2 Notice and posted on the Settlement Website after this Court enters this Order in accordance with the
3 timeline being keyed on the grant of this Order.

4 12. Additionally, all requests to opt out or object to the proposed Settlement must be received by
5 the Settlement Administrator no later than 60 days after the Notice Date. Any request to opt out of the
6 Settlement should, to the extent possible, contain words or phrases such as “opt-out,” “opt out,” “exclusion,”
7 or words or phrases to that effect indicating an intent not to participate in the settlement or be bound by this
8 Agreement) to Settlement Administrator P&N. Opt-Out notices shall not be rejected simply because they
9 were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by
10 the Court, P&N, or Class Counsel. Class Members who seek to Opt-Out shall receive no benefit or
11 compensation under this Agreement.
12

13 13. Class Members may submit an objection to the proposed Settlement under
14 Cal. Civ. Proc. Code § 382. The Objection should be filed with the Court within 60 days of the Notice Date
15 and include each and all of the following:
16

- 17 (i) the objector’s full name and address;
- 18 (ii) the case name and docket number, *Min Woo Bae v. Pacific City Bank*, Case No.
19 21STCV45922;
- 20 (iii) a written statement of all grounds for the objection, accompanied by any legal support for
21 the objection the objector believes applicable;
- 22 (iv) the identity of any and all counsel representing the objector in connection with the objection;
- 23 (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval
24 Hearing; and
25
- 26 (vi) the objector’s signature or the signature of the objector’s duly authorized attorney or other
27 duly authorized representative (if any) representing him or her in connection with the
28 objection.

1 14. All Settlement Class Members shall be bound by all determinations and judgments in this
2 Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement
3 Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from
4 the Class. The persons and entities who timely and validly request exclusion from the Class will be
5 excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to
6 submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as
7 to Defendant in this Action.

8 15. Pending final determination of whether the Settlement Agreement should be approved,
9 Plaintiff and the Class are barred and enjoined from commencing or prosecuting any claims asserting any
10 of the Released Claims against Defendant and all Released Parties as defined in the Settlement Agreement.

11 16. The Court reserves the right to adjourn the date of the Fairness Hearing without further
12 notice to the potential Class Members, and retains jurisdiction to consider all further requests or matters
13 arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with
14 such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to
15 the Class.
16
17

18 **IT IS SO ORDERED.**

19 DATED: 08/03/2023



20
21 HON. WILLIAM F. HIGHBERGER
22 JUDGE OF THE SUPERIOR COURT
23
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28

1 *BAE v. PACIFIC CITY BANK*
2 *LOS ANGELES SUPERIOR COURT CASE NO. 21STCV45922*

3 Service List

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