

1 **BRADLEY/GROMBACHER LLP**

Marcus J. Bradley, Esq (SBN174156)
2 Kiley L. Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
3 Emilie MacLean, Esq. (SBN 349359)
31365 Oak Crest Drive, Suite 240
4 Westlake Village, CA 91361
Phone: (805) 270-7100
5 Email: mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
6 lking@bradleygrombacher.com
emaclean@bradleygrombacher.com
7

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/01/2023 5:39 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Martinez, Deputy Clerk

8 **THE LYON FIRM, LLC**

JOSEPH M. LYON (*pro hac vice* forthcoming)
9 2754 Erie Avenue
Cincinnati, OH 45208
10 Phone: (513) 381-2333
Fax: (513) 721-1178
11 Email: *jlyon@thelyonfirm.com*

12 **MARKOVITS, STOCK & DEMARCO, LLC**

TERENCE R. COATES (*pro hac vice* forthcoming)
13 3825 Edwards Road, Suite 650
Cincinnati, OH 45209
14 Phone: (513) 665-0204
Fax: (513) 665-0219
15 Email: *tcoates@msdlegal.com*

16 *Attorneys for Plaintiff and the Proposed Class*

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

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

21 Plaintiff,

22 v.

23 PACIFIC CITY BANK,

24 Defendant.
25
26
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Case No.: 21STCV45922

(Assigned to Hon. Judge William F. Highberger,
Dept. 10)

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF’S UNOPPOSED AMENDED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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1 Plaintiff Min Woo Bae (“Plaintiff” or “Plaintiff Bae”), individually and on behalf of all others
2 similarly situated, hereby submits this Memorandum of Points and Authorities (“Memorandum”) in Support
3 of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). Defendant
4 Pacific City Bank (“PCB”, “Defendant” and, collectively with Plaintiff, the “Settling Parties”) does not
5 oppose this Motion. The Settlement Agreement also referred to as “S.A.”¹ is attached as **Exhibit 1** to this
6 Memorandum.

7 **I. INTRODUCTION**

8 This case is as a putative class action *Bae v. Pacific City Bank*, Los Angeles Superior Court Case No.
9 21STCV45922 (the “Litigation”), which arises out of an alleged Data Incident (as defined below) PCB
10 experienced on or about August 30, 2021. The Class consists of approximately 15,037 individuals, inclusive
11 of a Subclass of 9,844 California residents. Declaration of Joseph M. Lyon in Support of Plaintiff’s
12 Unopposed Motion for Preliminary Approval of Class Action Settlement (“Lyon Decl.”), ¶ 7 (attached as
13 **Exhibit 2**). Plaintiff, Class Members, and California Subclass Members include current and former customers
14 of Defendant and its affiliated and acquired entities, their customers, dependents, and other individuals
15 affiliated with Defendant whose Private Information (“PII”) was compromised.

16 By this motion, Plaintiff requests that the Court take the initial step in the approval process -
17 preliminary approval of the Parties’ non-reversionary, \$700,000 common fund settlement. The process for
18 approving settlement, as set forth in CA ST CIVIL RULES Rule 3.769, is, pertinent part, as follows:

19 Any party to a settlement agreement may serve and file a written notice of motion
20 for preliminary approval of the settlement. The settlement agreement and proposed
21 notice to class members must be filed with the motion, and the proposed order must
22 be lodged with the motion. The court may make an order approving or denying
23 certification of a provisional settlement class after the preliminary settlement
24 hearing.

25 In determining whether preliminary approval is appropriate, the Court must decide whether the
26 settlement is within the range of what might be found to be fair, reasonable, and adequate, so that notice of

27 ¹ All capitalized terms herein shall be given the same meaning as those terms are defined in the Settlement
28 Agreement.

1 the settlement should be given to class members, and a hearing scheduled to consider final settlement
2 approval.

3 The proposed Settlement provides substantial cash benefits to the Class and Subclass whose data was
4 potentially compromised in the Data Incident. If approved, the Settlement will bring certainty and significant
5 and valuable relief to affected Class Members, as opposed to what otherwise would likely be contentious and
6 costly litigation concerning PCB's alleged failure to adequately safeguard the Class Members' PII. The terms
7 of the Settlement, which entitle Class Members to meaningful cash compensation, and verification of changes
8 in business practices, are in the best interests of the Class and meet and exceed the applicable standards of
9 fairness, reasonableness, and adequacy. Lyon Decl., ¶ 10. Accordingly, the Court should preliminarily
10 approve the Settlement, so that the Class may receive notice of their rights and potentially avail themselves
11 of the Settlement's benefits.

12 Plaintiff respectfully requests that the Court enter an Order: (1) preliminarily approving the proposed
13 Settlement; (2) approving the proposed Notice Program, and directing the commencement of notice pursuant
14 to the terms in the Settlement Agreement; (3) certifying the proposed Class for settlement purposes only; (4)
15 approving the retention of Postlethwaite & Netterville ("P&N") as Settlement Administrator; (5) appointing
16 Plaintiff Bae as the Class Representative; (6) appointing as Class Counsel Kiley Grombacher of Bradley
17 Grombacher; Joseph M. Lyon of The Lyon Firm, LLC; and Terence R. Coates of Markovits, Stock &
18 DeMarco, LLC; (7) staying all proceedings in the Litigation, other than those related to approval of the Class
19 Settlement Agreement, pending entry of the Final Order and Judgment; (8) staying and/or enjoining any
20 actions brought by Class Members concerning the Released Claims, pending the Court's entry of the Final
21 Order and Judgment in the Class Settlement Agreement; and (9) scheduling a Final Approval Hearing at
22 which the Court will conduct an inquiry into the fairness, reasonableness, and adequacy of the Settlement,
23 whether it was made in good faith and should be finally approved, and whether to approve Class Counsel's
24 Motion for Attorneys' Fees and Expenses Award and/or Service Awards.

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1 **II. CASE HISTORY**

2 **A. The Data Incident**

3 Defendant is full-service State Chartered bank with 13 branch locations, where it offers a broad range
4 of loans and deposit products to individuals, professionals, and small-to medium sized businesses. Complaint
5 (“Compl.”), ¶ 1. Plaintiff alleges that a third-party threat actor group allegedly gained unauthorized access to
6 PCB’s systems and acquired certain files and posted sample images to the internet (“Data Incident”). *Id.*, ¶ 3.
7 In response to the Data Incident, Defendant sent a Notice Letter (“Notice Letter”) to each impacted individual
8 providing a description of the type of Private Information involved, which may have included: loan
9 applications, tax returns, Form W-2, payroll records, names, addresses, Social Security numbers, and other
10 tax information (“PII” or “Private Information”). *Id.*, ¶ 10.

11 As a result of the Data Incident and in response to the Notice Letter, Plaintiff and Class Members are
12 alleged to have suffered several categories of injuries as a result of Defendant’s conduct-- (i) lost or diminished
13 value of PII; (ii) out-of-pocket expenses associated with the prevention, detection, and recovery from identity
14 theft, tax fraud, and/or unauthorized use of their PII; (iii) lost opportunity costs associated with attempting to
15 mitigate the actual consequences of the Data Incident, including but not limited to lost time; and (iv) the
16 continued and certainly increased risk to their PII, which: (a) remains unencrypted and available for
17 unauthorized third parties to access and abuse; and (b) may remain backed up in Defendant’s possession and
18 is subject to further unauthorized disclosures so long as Defendant fails to undertake appropriate and adequate
19 measures to protect the PII. *Id.*, ¶ 8.

20 **B. Procedural Posture**

21 Following receipt of the Notice Letter, Plaintiff Bae filed this putative nationwide class action on
22 December 16, 2021, in Los Angeles Superior Court, Case No. 22STCV09016, alleging claims for (1)
23 Negligence, (2) Unjust Enrichment, (3) Violation of California’s Consumer Privacy Act, Civ. Code, §
24 1798.150,(a), and (4) Violations of California’s Unfair Competition Law (Bus. & Prof. Code, § 17200, *et*
25 *seq.*). *See generally* Complaint. The Parties then fully briefed Defendant’s Demurrer that addressed each of
26 Plaintiff’s four Counts. On May 3, 2022, this Court entered a Tentative Ruling Overruling Defendant and
27 allowing Plaintiff’s claims to proceed on all Counts.

1 **C. Mediation & Informal Discovery Efforts**

2 Thereafter, recognizing the benefits of possible early resolution, the Settling Parties agreed to
3 mediation, and exchanged informal discovery related to class size, available insurance, mechanism and scope
4 of the breach, data misuse (dark web activity), notice, and the cost of identity theft program previously offered.
5 Lyon Decl., ¶ 7. The Parties submitted detailed mediation briefs including expert analysis from a defense
6 consultant on risk distribution. *Id.* ¶ 8. The proposed Settlement is a product of two arms-length mediations
7 with experienced data breach mediators. *Id.* ¶¶ 8-9.

8 **III. SUMMARY OF SETTLEMENT**

9 Plaintiff and Class Members were mailed notice from PCB in October 2021 informing them that their
10 PII was potentially compromised in the Data Incident. The Class consists of approximately 15,037
11 individuals, inclusive of a Sub Class of 9,844 California residents. Lyon Decl., ¶ 7. As a recipient of the
12 Notice Letter, and a resident of California who was impacted in the Data Incident, Class Representative Bae
13 seeks to represent a Class and Subclass of similarly situated individuals within the following Class definitions.

14 **A. Definition of the Class.**

15 **The Nationwide Class is defined as:**

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

19 **Additionally, this is a California Subclass defined as:**

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

23 **See S.A. ¶, 1.3, 1.8.**

24 Excluded from the Class and California Settlement Subclass are: (i) all Persons who timely and
25 validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this
26 settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under
27 criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data
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1 Incident or who pleads *nolo contendere* to any such charge. *See Id.*, ¶ 1.8.

2 **B. Settlement Terms and Benefits to the Class.**

3 The non-reversionary \$700,000 Settlement confers valuable benefits on the Class that could not
4 have been obtained without this Litigation:

5 **1. Settlement Benefits**

6 The payments available to Class Members are divided into five categories:

- 7 a) \$50 Pro-Rata Cash Payment. After the distribution of attorneys’ fees, Class
8 Counsel’s litigation expenses, Administrative Fees, Service Award, Out-of-
9 Pocket Expense Claims, and Lost Time Claims (each of which is defined below
10 in this Section), the Settlement Administrator will make a \$50 cash payment to
11 each Class Member who submits a claim. The \$50 cash payment may *pro rata*
12 increase or decrease depending on the Valid Claims received. No documentation
13 or attestation is required.
- 14 b) Out-of-Pocket Expense Claims. Class Members can submit a Claim Form for
15 reimbursement of documented out-of-pocket losses reasonably traceable to the
16 Data Incident up to \$5,000.00 per individual (“Out-of-Pocket-Expense Claims”).
17 Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed
18 losses relating to fraud or identity theft; professional fees including attorneys’
19 fees, accountants’ fees, and fees for credit repair services; costs associated with
20 freezing or unfreezing credit with any credit reporting agency; credit monitoring
21 costs that were incurred on or after August 30, 2021 that the claimant attests
22 under penalty of perjury were caused or otherwise incurred as a result of the Data
23 Incident, through the date of claim submission; and miscellaneous expenses such
24 as notary, data charges (if charged based on the amount of data used) fax,
25 postage, copying, mileage, cell phone charges (only if charged by the minute),
26 and long-distance telephone charges.

1 Class Members with Out-of-Pocket-Expense Claims must submit
2 documentation and attestation supporting their claims. This may include
3 receipts or other documentation, not “self-prepared” by the claimant, that
4 documents the costs incurred. “Self-prepared” documents such as handwritten
5 receipts are, by themselves, insufficient to receive reimbursement, but may be
6 considered to add clarity or support to other submitted documentation.

7 c) Lost-Time Claims. Class Members may submit a Claim Form for
8 reimbursement for time spent remedying issues related to the Data Incident for
9 up to four (4) total hours at a rate of \$25 per hour capped at \$100 (“Lost-Time
10 Claims”). No documentation need be submitted in connection with Lost-Time
11 Claims, but Class Members must attest that the time claimed was actually spent
12 as a result of the Data Incident.

13 d) Verified Fraud: \$250 per incident. Class Members can submit a Claim Form for
14 documented incident of fraud for \$250 per incident capped at \$5,000.00 per
15 individual for verified and documented incidents of fraud (“Verified Fraud”).
16 Verified Fraud Claims will include, without limitation, any verified incident
17 regardless of reimbursement. This may include fraudulent bank or credit card
18 charges, tax filings, opening of bank and/or credit accounts, unemployment
19 filings, etc. Class Members with Verified Fraud Claims must submit
20 documentation and attestation supporting their claims. Receipts or other
21 documentation, not “self-prepared” by the claimant, that documents the incident
22 are required. “Self-prepared” documents such as handwritten receipts are, by
23 themselves, insufficient to receive reimbursement, but may be considered to add
24 clarity or support to other submitted documentation.

25 e) CCPA Payment. California Subclass Members may submit a claim for a \$100
26 cash payment due to the CCPA claim available to them as California residents.
27
28

1 The CCPA Payment, for California residents, is in addition to the Settlement
2 benefits available Paragraph 2.1(a)-(e) above.

3 All cash payments under Paragraph 2.1(a)-(e) may be pro rata decreased pending on the total
4 number of Valid Claims submitted under the Settlement. And any residual funds after payment of all
5 class benefits, Administrative Fees, attorneys' fees and expenses, and Service Award shall be used for a
6 pro rata increase of the \$50 pro rata cash payment claims set forth in Section 2.1(a) above, with no
7 maximum payment. Any funds that remain after the distribution and reissuance of all payments from the
8 Settlement Fund will be Remainder Funds that shall escheat to State Controller's Unclaimed Property
9 Fund subject to Court approval.

10 All Class Members will also benefit from the information security enhancements PCB has agreed
11 to implement and/or maintain since the Data Incident. *Id.* ¶ 2.3.

12 **2. Attorneys' Fees, Expenses, and Service Award**

13 The Settling Parties did not discuss the payment of attorneys' fees, expenses and/or service award
14 to Plaintiff until after the primary terms of the Settlement had been agreed upon, other than that
15 reasonable attorneys' fees and expenses, and any Service Award would be paid from the Settlement Fund
16 if approved by the Court. *See* Lyon Decl., ¶ 11. Class Counsel will move the Court for an award of
17 attorneys' fees not to exceed 33.33% of the Settlement Fund, or approximately \$233,333.33 and litigation
18 expenses not to exceed \$30,000.00. S.A ¶ 7.2. Class Counsel will also request from the Court a reasonable
19 service award for Plaintiff Bae in the amount of \$5,000.00, to be paid from the Settlement Fund, subject
20 to Court approval.² *See id.* ¶ 7.3. Such an award is justified as Plaintiff assisted counsel at each step of
21 the Litigation, including by contacting counsel and assisting counsels' investigation into the Data
22 Incident, the factual allegations regarding their experience with PCB and the Data Incident, reviewing
23 the complaints, and approving the terms of the Settlement. Lyon Decl. ¶ 15; *see also* Declaration of Min
24 Woo Bae in Support of Preliminary Approval of Class Action Settlement, ¶¶ 6-9 ("Bae Decl."), attached
25 as **Exhibit 3**. Plaintiff will continue to expend considerable time and effort representing the Class should

26
27 ² The requested service award is comparable to other settlements. *See Lee v. Glob. Tel*Link Corp.*, No.
28 2:15-cv-02495-ODW (PLA), 2018 U.S. Dist. LEXIS 163410, at *34-35 (C.D. Cal. Sept. 24, 2018) ("[I]n the
Ninth Circuit, a \$5,000 incentive award is presumed reasonable.").

1 preliminary approval be granted. Lyon Decl. ¶ 15.

2 **3. Notice Program and Settlement Administration**

3 The Notice Program and Settlement Administration will be administered by P&N, the Settlement
4 Administrator, a company that specializes in class action notice programs and claims administration.
5 *See* Declaration of Brandon Schwartz Regarding Proposed Notice Plan and Administration (“P&N
6 Decl.”), ¶¶ 2-4, attached as **Exhibit 4**. P&N’s fees and expenses were quoted to cost \$55,864.00. Lyon
7 Decl., ¶ 15.

8 **a. Class Notice**

9 Within fourteen days of entry of the Preliminary Approval Order, PCB will provide the
10 Settlement Administrator with a list of Class Members, which will include, to the extent available, the
11 name and physical mailing address of each Class Member, and if known and readily accessible, their
12 respective email addresses. Class Notice will begin to be issued to Class Members 30 days after the
13 entry of the Preliminary Approval Order (defined herein as, the “Notice Date”). *See* S.A. ¶ 1.20. On this
14 date, the Settlement Administrator shall send the Short Notice, attached as Exhibit D to the Settlement
15 Agreement. *See* S.A. ¶ 1.36, and post on the Settlement Website the Long and Short Notices, *See* S.A.
16 Settlement Timeline.

17 The Settlement Administrator will also post on the Settlement Website copies of important case
18 documents including the Motion for Preliminary Approval of the Class Settlement Agreement, Motion
19 for an Attorneys’ Fees, Expenses and Service Award, and other relevant filings. Pursuant to CA ST
20 CIVIL RULES Rule 3.771(b), notice of the final judgment entered in this action will further be provided
21 to the Class by being posted on the Settlement Website.

22 Here, the Class Notice is carefully written in plain language, complies with CA ST CIVIL
23 RULES Rule 3.766(d), and satisfies due process. *See* CA ST CIVIL RULES Rule 3.766(d). The Class
24 Notice includes: (1) basic information about the Litigation; (2) a description of the benefits provided by
25 the Settlement; (3) an explanation of how Class Members may obtain Settlement benefits; (4) an
26 explanation of how Class Members can exercise their right to opt-out of, or object to, the Settlement;
27 (5) an explanation that any claims against PCB related to the Litigation will be released if the Class
28

1 Member does not opt-out; (6) the names of Class Counsel and information regarding attorneys' fees,
2 expenses, and Plaintiff's Service Award; (7) the Final Approval Hearing date; (8) an explanation that
3 each Class Member has the right to appear at the Final Approval Hearing; and (9) the Settlement Website
4 address where additional information can be obtained. *See* S.A. Exs. B & D.

5 **b. Responses to Class Notice**

6 The timing of the Class Notice is structured to ensure that all Class Members have 60 days, which
7 is adequate time to review the terms of the Settlement Agreement and decide whether they would like
8 to opt-out of, or object to, the Settlement. S.A. ¶¶ 1.21, 1.22. Class Members will also have 90 days to
9 exercise their right to select Settlement benefits. *Id.*, ¶ 1.9.

10 **i. Exclusions**

11 Each Class Member wishing to exclude himself/herself from the Class must submit a timely,
12 substantially completed, and properly written request to be excluded from the Class to the Settlement
13 Administrator. *Id.*, ¶¶ 1.21, 4.1. To be effective, a request must be postmarked no later than the Opt-Out
14 Deadline, which is sixty (60) days after the Notice Date, or such other date set by the Court. *Id.*, ¶ 1.21.
15 For a request to be properly completed and executed, subject to approval by the Court, it must be
16 submitted by the Class Member on their own behalf, mass or class opt-outs will not be permitted, and
17 clearly manifest the Class Member's intent to be excluded from the Settlement. *See id.* ¶ 4.1.

18 All persons who opt out of the Class shall not receive any benefits of or be bound by the terms
19 of the Settlement Agreement. *See id.* ¶ 4.2. All persons falling within the definition of the Class who do
20 not opt out shall be bound by the terms of the Settlement Agreement and by all proceedings, orders, and
21 judgments in the Litigation. *See id.*

22 **ii. Objections**

23 Each Class Member who does not timely request to be excluded from the Class may mail to
24 Class Counsel and PCB's Counsel a notice of intent to object to the Settlement Agreement. *See id.* ¶ 5.1.
25 To be timely, written notice of an objection in the appropriate form must be postmarked or filed no later
26 than the Objection Deadline, which is sixty (60) days after the Notice Date, or such other date set by the
27 Court. *See id.* ¶¶ 1.20, 5.1.

1 Each Class Member desiring to object to the Settlement Agreement shall submit a timely written
2 notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name,
3 address, telephone number, and email address (if any); (ii) the case name and docket number, *Bae, et al.*
4 *v. Pacific City Bank*, Los Angeles Superior Court Case No. 21STCV45922; (iii) information identifying
5 the objector as a Class Member, including proof that the objector is a member of the Class (e.g., copy
6 of original notice of the Data Incident or a statement explaining why the objector believes he or she is a
7 Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal
8 support for the objection the objector believes applicable; (v) the identity of all counsel representing the
9 objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel
10 will personally appear at the Final Approval Hearing; and (vii) the objector's signature or the signature
11 of the objector's duly authorized attorney or other duly authorized representative. *See* S.A. ¶ 5.1.

12 To be timely, written notice of an objection in the appropriate form must either filed with the
13 Court or mailed, with a postmark date no later than sixty days after the Notice Date, to Class Counsel
14 and to PCB's counsel as set forth below. For all objections mailed to Class Counsel and counsel for
15 PCB, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.
16 *Id.*

17 Any Class Member who fails to substantially comply with the requirements for objecting may
18 be deemed to waive and forfeit any and all rights he or she may have to appear separately and/or to
19 object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and
20 by all proceedings, orders, and judgments in the Litigation. *See id.* ¶ 5.2. The Court, within its discretion,
21 may permit Class Members to be heard at the Final Approval Hearing regardless of whether a timely
22 Objection is submitted. *Id.*

23 4. The Releases

24 The Release for Class Members (who do not exclude themselves) in this case encompasses all
25 claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of
26 the Litigation or the Released Claims. *See* S.A. ¶¶ 1.27-1.29. Class Members specifically waive any
27 rights conferred upon them under Civ. Code, § 1542. *See id.* ¶ 1.27; Civ. Code, § 1542.

1 **IV. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT**

2 **A. The Settlement Meets the Standards for Preliminary Approval**

3 California law strongly favors settling litigation. *See Bell v. American Title Ins. Co.* (1991) 226
4 Cal.App.3d 1589, 1607 [277 Cal.Rptr. 583] (noting California’s “strong public policy in favor of
5 settlement of class actions.”).³ This is particularly so in the context of complex litigation such as data
6 breach class actions. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85
7 Cal.App.4th 1135, 1151 [102 Cal.Rptr.2d 777] (explaining “a voluntary conciliation and settlement are
8 the preferred means of dispute resolution[,] ... especially ... in complex class action litigation.”); *see also*
9 *Miranda v. Golden Entm’t Nv.*, (D. Nev. May 12, 2021) 2:20-cv-00534-APG-DJA, 2021 U.S. Dist.
10 LEXIS 90580, at *9 (“Data breach cases ... are particularly complex and risky, further favoring
11 settlement”).

12 A court has “broad discretion” in approving a class settlement. *See Cellphone Termination Fee*
13 *Cases* (2010) 186 Cal.App.4th 1380, 1389 [113 Cal.Rptr.3d 510], as modified (July 27, 2010), as
14 modified (July 27, 2010). The required procedures are: (1) preliminary approval of the settlement; (2)
15 notice to class members; and (3) final approval of the settlement after a hearing. *See CA ST CIVIL*
16 *RULES* Rule 3.769. In deciding whether to preliminarily approve a settlement, the sole issue the court
17 must decide is whether the proposed settlement is within the range of what might be considered fair,
18 reasonable, and adequate such that notice should be given to the class and a hearing scheduled to
19 consider final approval. *Manual for Complex Litig.* § 21.632 (4th ed.); *id.* § 13.14 (“[T]he [court] reviews
20 the proposal preliminarily to determine whether it is sufficient to warrant public notice and a hearing. If
21 so, the final decision on approval is made after the hearing.”).

22 To determine whether a settlement meets that standard, courts consider a variety of factors. *See*
23 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 [56 Cal.Rptr.2d 483], as modified (Sept. 30,
24 1996), as modified (Sept. 30, 1996) (“The list of factors is not exhaustive and should be tailored to each
25 case.”). Courts typically consider the most important factors to be: (1) the benefit obtained; (2) the risk,
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³ Unless otherwise stated all internal citations, quotations, brackets and emphases are omitted.

1 expense, and likely duration of further litigation; and (3) the recommendation of experienced counsel.
2 *See* Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles (2010) 186 Cal.App.4th 399, 407 [112
3 Cal.Rptr.3d 324] (describing the “experience and views of counsel” as one of the “well-recognized
4 factors” supporting preliminary approval). Additionally, the Court requires specific information
5 sufficient for the Court to make an independent determination that the consideration being received for
6 the release of class members’ claims is reasonable in light of the strengths and weaknesses of the claims
7 and the risks of the particular litigation including the maximum realistic recovery of each claim asserted
8 in the operative complaint and defenses asserted by Defendant. Kullar v. Foot Locker Retail, Inc. (2008)
9 168 Cal.App.4th 116, 133 [85 Cal.Rptr.3d 20]. A presumption of fairness exists where the settlement is
10 the result of arms-length negotiations, investigation and discovery are sufficient to permit counsel and
11 the court to act intelligently, and counsel are experienced in similar litigation. *See* In re Microsoft I-V
12 Cases (2006) 135 Cal.App.4th 706, 723 [37 Cal.Rptr.3d 660].

13 **1. *The Settlement Confers Substantial Benefits on the Class.***

14 As discussed previously, the Settlement provides significant and appropriate monetary benefits
15 to Class Members. Here, the Plaintiff has secured the Class of 15,037 members the opportunity to receive
16 pro rata cash payments and up to \$5,000 per Class Member for reimbursement of documented losses,
17 verified fraud, and lost time. S.A. ¶¶ 2.1, 2.2. Each member of the California Subclass who submits a
18 valid Claim Form will also receive a statutory benefit of \$100.00. *Id.* ¶ 2.3. The \$700,000 common fund
19 equates to over \$ 46 per class member (before costs and fees). Moreover, if the claims rate meets the
20 average of 2.45%, see *infra* para. IV(C), the average per claim value would be \$1,902 per class member
21 (before costs and fees), which confers substantial value to this Class, which is exceedingly higher than
22 other reported data breach settlements. *See, e.g.,* In re Target Corp. Customer Data Sec. Breach Litig.
23 provided a settlement fund of \$10 million for 100 million members equating to \$0.10 per member. No.
24 14-2522 (PAM), 2017 U.S. Dist. LEXIS 75455, at *5 (D. Minn. May 17, 2017), *aff’d*, In re Target
25 Corporation Customer Data Security Breach Litig. (8th Cir. 2018) 892 F.3d 968, 979; In re Yahoo! Inc.
26 Customer Data Sec. Breach Litig. included 194 million class members and a \$117.5 million fund, or
27 \$0.61 per member. (N.D. Cal. July 22, 2020) No. 16-MD-02752, 2020 U.S. Dist. LEXIS 129939, at
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1 *47; In re Herff Jones Data Breach Litig., (S.D. Ind. July 19, 2022) No. 1:21-cv-1329 (Dkt. 73, at 3)
2 (included a class size of 1 million members and a common fund of \$4,350,000 or \$4.35 per member).
3 Finally, all Class Members will receive the benefit of the cybersecurity enhancements implemented by
4 PCB.

5 A non-reversionary common fund is the appropriate settlement structure for this case because
6 any unclaimed funds will be used to benefit the Class through the potential pro rata increase of the \$50
7 pro rata payment made available to Class Members. The common fund method also sets a definite value
8 for the Court to determine the appropriateness of Class Counsel’s fee award measured on a percentage
9 of the fund basis.

10 **2. *The Benefits Compare Favorably Considering the Risk, Expense and Duration of***
11 ***Further Litigation***

12 In accordance with this Court’s checklist and relevant case law, in evaluating the settlement, the
13 Court will seek a reasonable estimate of the nature and amount of recovery that each class member could
14 have obtained if the Plaintiff had prevailed in the litigation. Here, Plaintiff’s CCPA claim projected
15 across all 9,844 California Subclass Members would be \$9,844,000 (\$100 minimum of the CCPA
16 statutory damage amount multiplied by 9,844 California Class Members) assuming that all those Class
17 Members’ Private Information was actually exfiltrated in the Data Incident). Given the uncertain of
18 those claims, Defendant contesting that the Private Information was uniformly exfiltrated, and the
19 significant expert costs associated with attempting to achieve class certification, Class Counsel projected
20 damages to be roughly between \$1 million to \$6 million for this case. Therefore, the \$700,000 common
21 fund is a reasonable compromise for those projected at trial damages. The court's consideration,
22 however, does not transform the settlement approval “into a trial or rehearsal for trial on the merits.”
23 (7-Eleven Owners for Fair Franchising, *supra*, 85 Cal.App.4th at p. 1145, quoting Class Plaintiffs v. City
24 of Seattle (9th Cir. 1992) 955 F.2d 1268, 1276.) The record need only provide the trial court with an
25 understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.

26 Here, in preparation for mediation, Plaintiff calculated Defendant’s liability to Class Members to be
27 in excess of the settlement amount. Plaintiff’s valuation assumed that Plaintiff: (1) prevailed in certifying the
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1 case; (2) prevailed in establishing liability on the merits; and (3) was awarded the full amount of all statutory
2 penalties, despite the fact that the statute provides a range of damages.

3 Data breach litigation is a new and uncertain field without sufficient precedent in order to provide
4 certainty as to what recoveries could be expected at trial. Lyon Decl., ¶ 12.

5 The case law is quickly evolving and there are serious risks associated with dismissing a favorable
6 settlement for the Class and proceeding with litigation, including pre-trial risks of surviving demurrers,
7 obtaining class certification, and defeating summary judgment. Even if Plaintiff prevailed on initial motions
8 practice, there is (as there is inherently in any litigation) still a potential risk Plaintiff could lose at class
9 certification or on the merits or have the size of the Class substantially reduced. The Settlement, by contrast,
10 affords immediate and certain relief to Class Members and eliminates the risks attendant at trial and the
11 possibility of lengthy appeals. “Avoiding such a trial and the subsequent appeals in this complex case
12 strongly militates in favor of settlement rather than further protracted and uncertain litigation.” National
13 Rural Telecommunications Cooperative v. DIRECTV, Inc. (C.D. Cal. 2004) 221 F.R.D. 523, 527. Thus,
14 “unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and
15 expensive litigation with uncertain results.” Id. at p. 526.

16 Additionally, data breach cases present unique challenges with liability and damages models. If the
17 case were to proceed without settlement, there would be considerable expense incurred from expert reports,
18 discovery, and numerous factual and legal arguments regarding liability, damages, and injunctive relief,
19 without any guarantee of relief for the Class. *See* In re Anthem, Inc. Data Breach Litigation (N.D. Cal. 2018)
20 327 F.R.D. 299, 317 (finding that “[d]ata-breach litigation is in its infancy with threshold issues still playing
21 out in the courts” and that “[c]ourts have noted that legal uncertainty supports approval of a settlement.”).
22 For instance, establishing liability on a class-wide basis in actions involving data breaches is highly uncertain.
23 *See, e.g.,* Dieffenbach v. Barnes & Noble, Inc. (7th Cir. 2018) 887 F.3d 826, 830 (noting that “[p]laintiffs
24 may have a difficult task showing an entitlement to collect damages from a fellow victim of the data
25 thieves.”); In re Sonic Corp. Customer Data Sec. Breach Litig., (N.D. Ohio Aug. 12, 2019) No. 1:17-md-
26 2807, 2019 U.S. Dist. LEXIS 135573, at *14 (“Data breach litigation is complex and risky.”).

1 There is also substantial risk associated with Plaintiff obtaining and maintaining class certification.
2 Class certification outside the settlement context poses a significant challenge. *See Adkins v. Facebook, Inc.*
3 (N.D. Cal. 2019) 424 F.Supp.3d 686 (denying motion to certify data breach damages class under Rule
4 23(b)(3)); *see also In re Anthem, Inc. Data Breach Litigation, supra*, 327 F.R.D. at p. 318 (“While there is
5 no obvious reason to treat certification in a data-breach case differently than certification in other types of
6 cases, the dearth of precedent makes continued litigation more risky.”). In *Miranda*, the court found it
7 significant that class counsel found only one non-settlement data-breach class certified under Federal Rule
8 of Civil Procedure 23(b)(3) to date. *See Miranda*, 2021 U.S. Dist. LEXIS 90580, at *9-10.

9 Even if certification were granted, the risk of decertification is great given that data breach litigation
10 is constantly “evolving” and thus “there is no guarantee of the ultimate result.” *Yvonne Mart Fox v. Iowa*
11 *Health Sys.*, No. 3:18-cv-00327-JDP, 2021 U.S. Dist. LEXIS 40640, at *14 (W.D. Wis. Mar. 4, 2021); *see*
12 *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 U.S. Dist. LEXIS 215430, at
13 *3 (D. Colo. Dec. 16, 2019) (recognizing data breach cases are “particularly risky, expensive, and complex”
14 and “present significant challenges to Plaintiff at the class certification stage”).

15 This Settlement resolves these risks and provides immediate monetary relief and other benefits to
16 Class Members who will not have to face the uncertainty and delay of further litigation, including demurrer,
17 class certification, summary judgment, trial, and appeals. With these factors in mind, Plaintiff and Class
18 Counsel are confident that the proposed Settlement is favorable and in the best interests of the Class.

19 **3. The Recommendations of Experienced Counsel Following Sufficient Discovery**

20 Courts consider the recommendations of counsel experienced in this type of litigation in determining
21 whether to approve a settlement. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245 [110
22 Cal.Rptr.2d 145] *disapproved of by Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260 [228
23 Cal.Rptr.3d 106, 409 P.3d 281] (explaining that the consideration and “experience and views of counsel” are
24 factors in deciding whether to approve a settlement). Here, Class Counsel are experienced in complex
25 litigation, including data breach class actions. *See Lyon Decl.*, ¶¶ 4-5; and respective Firm Resumes attached
26 thereto as Exhibits A, B, and C. Class Counsel believes that the Settlement is fair, reasonable, adequate, and
27 in the best interest of the Class. *Id.*, ¶ 16. Class Counsel determined this only after conducting meaningful
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1 informal discovery, researching, and analyzing the legal and factual issues involved, preparing a detailed
2 mediation statement, and engaging in two mediations who provided candid insights into the strengths and
3 weaknesses of Plaintiff’ case.

4 As discussed previously, the Settling Parties conducted sufficient investigation and discovery prior
5 to reaching an agreement to settle. Indeed, Plaintiff and Class Counsel conducted thorough pre-complaint
6 investigations with review of publicly available information and interviews of the Class Representative.
7 Lyon Decl., ¶ 7. Class Counsel investigated the circumstances that led up to the Data Incident, PCB’s
8 response, the scope of the Incident, the alleged injuries experienced by the victims, the applicable law and
9 available causes of action, and the resulting potential damages available to Class Members. *Id.*

10 Prior to the mediation, Class Counsel also obtained informal discovery from PCB, including the
11 production of relevant documents that further informed Plaintiff as to the scope of the Data Incident and the
12 nature of the information compromised. *Id.* The information provided by PCB was appropriately targeted at
13 information relevant to the Data Incident and to properly inform Plaintiff’ counsel during Settlement
14 negotiations. *See In re Mego Financial Corp. Securities Litigation* (9th Cir. 2000) 213 F.3d 454, 459, as
15 amended (June 19, 2000) (“[F]ormal discovery is not a necessary ticket to the bargaining table where the
16 parties have sufficient information to make an informed decision about settlement.”); *Manual for Complex*
17 *Litigation* § 13.12 (recognizing the benefits of settlement are diminished if it is postponed until discovery is
18 completed and approving of targeting early discovery at information needed for settlement negotiations).
19 Informal discovery is a recognized method of minimizing the cost, delay, and burden associated with formal
20 discovery. *See Manual for Complex Litigation* § 11.423. Accordingly, this factor also supports preliminary
21 approval.

22 Consistent with best practices, the Settlement was reached after Class Counsel was informed of the
23 size of the Class and the nature of information at issue in the Data Incident. *Id.*, ¶¶ 7-9. Where, as here, a
24 settlement is the product of informed, non-collusive negotiations, significant weight should be attributed to
25 the belief of experienced counsel that the Settlement is in the best interest of the class. *See In re First Capital*
26 *Holdings Corp. Fin. Prods. Sec. Litig.*, 1992 U.S. Dist. LEXIS 14337, at *8-9 (C.D. Cal. June 10, 1992)

1 (holding that the belief of counsel that settlement was most beneficial result for class was a compelling factor
2 in favor of approval).

3 Accordingly, Class Counsel’s recommendation supports approval of the Settlement.

4 **4. *The Settlement is the Result of Extensive, Arms’ Length Negotiations***

5 The Settling Parties’ good faith negotiations included two separate formal mediation sessions with
6 two experienced mediators. Following several pre-mediation meetings and negotiations, on October 25,
7 2022, the parties engaged in a full-day mediation session with Ret. United States Magistrate Judge Morton
8 Denlow of JAMS. The mediation ended without a settlement. The parties then continued negotiations
9 privately and after several months of failed efforts agreed to a second mediation. On March 13, 2023, the
10 parties re-engaged for another full day mediation with Jill Sperber of Sperber Dispute Resolution – the full
11 day also ended without resolution. It was only then that Ms. Sperber submitted a confidential mediator’s
12 proposal that was subsequently accepted by both parties resulting in the \$700,000 Settlement. Lyon Decl., ¶
13 9. Because the Settlement was negotiated at arm’s length by experienced and knowledgeable counsel, it is
14 entitled to a presumption of fairness. *See Dunk, supra*, 48 Cal.App.4th at p. 1802–03.

15 **5. *The Class Representative’s Service Award, Class Counsel Fees, And Class Counsel***
16 ***Litigation Expenses Payment***

17 **a. Plaintiff’s Requested Service Award Is Reasonable**

18 As part of the Settlement, Plaintiff will seek a class representative service payment award of \$5,000
19 in addition to his share of the Settlement Amount, and Class Counsel will seek fees in the amount of one
20 third of the Settlement Fund and reimbursement of litigation costs not to exceed \$30,000. Class Counsel will
21 file a motion for the service payment award, fees and expenses no less than 14 days before the
22 Objection/Exclusions Deadline.

23 Until this case was filed, no one was pursuing the claims raised in this matter. Plaintiff’s actions
24 have resulted in a substantial recovery for the members of the Class, and the modest enhancement award he
25 seeks is reasonable and routinely approved in similar cases. Plaintiff fully participated in the analysis and
26 planning of this action throughout the pendency of the litigation. He was kept well informed of the nature
27 and extent of settlement discussions and approved the same. Bae Decl., at ¶ 13. The Service Award sought
28

1 for Plaintiff is entirely reasonable and represents 0.7 percent of the Settlement Fund. Absent the actions taken
2 by Plaintiff, none of the Class Members would have reaped the rewards of this action.

3 **b. The Fees and Costs Requested by Class Counsel Are Reasonable**

4 As for the fees to be awarded to Class Counsel, Rule 3.769 (b) of the California Rules of Court
5 provides, in pertinent part:

6 Any agreement, express or implied, that has been entered into with respect to the
7 payment of attorney's fees ... must be set forth in full in any application for of the ...
8 settlement of an action that has been certified as a class action.

9 The proposed Class Notice provides Class Members with information as to the amount of attorneys'
10 fees and litigation-expense reimbursement that will be sought in this matter. Although Class Counsel will
11 provide further argument at the time they file their motion for the award of fees and expenses in connection
12 with the final approval hearing, the following is a brief statement of the law concerning the same.

13 As noted, *supra*, the Settlement provides for Class Counsel to apply to the Court for an award of fees
14 of one-third of the Settlement (approximately \$233,333.33) and litigation expenses not to exceed \$30,000.00.
15 The percentage award is commensurate with (1) the risk Class Counsel took in commencing this action, (2)
16 the time, effort and expense dedicated to the case, (3) the skill and determination they have shown, (4) the
17 results they have achieved throughout the litigation, (5) the value of the Settlement which they have achieved
18 for Class Members, and (6) the other cases they have turned down in order to devote their time and efforts
19 to this matter.

20 California encourages attorneys to take the risks of time and money necessary to vindicate the public
21 interest. To fulfill this policy, California law provides that attorneys' fees awards should be equivalent to fees
22 paid in the legal marketplace to compensate for the result achieved and risk incurred. *See Lealao v. Beneficial*
23 *California, Inc.* (2000) 82 Cal.App.4th 19 [97 Cal.Rptr.2d 797]. Accordingly, Class Counsel's request is
24 based on marketplace standards. In *Lealao, supra*, 82 Cal.App.4th 19, the First Appellate District held that
25 when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial
26 court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace
27 in comparable litigation." *Id.* at p. 50. The obvious risk, at the time this case was commenced, was that the
28 theory of recovery raised by Plaintiff and their counsel would prove to be invalid, or that a class would be

1 difficult to certify. Given the uncertainty of litigating this action and the potential for protracted appellate
2 review set forth in detail above, the course of this litigation has evidenced the obvious risk.

3 The governing principles, as well as a survey of attorneys' fees jurisprudence (both in California and
4 throughout the country), are set out in Lealao, supra, 82 Cal.App.4th 19. Lealao notes, trial courts have “wide
5 latitude” in assessing the value of attorneys' fees and their decisions will “not be disturbed on appeal absent a
6 manifest abuse of discretion.” 82 Cal. App. 4th at p. 41. Indeed, it is long settled that the “experienced trial
7 judge is the best judge of the value of professional services rendered in his court” Ketchum v. Moses
8 (2001) 24 Cal.4th 1122, 1132 [104 Cal.Rptr.2d 377, 17 P.3d 735]. As the court in Lealao explained, in
9 determining an attorney fee request, courts should strive to award fees equivalent to those “freely negotiated
10 in the legal marketplace in comparable litigation.” (Lealao, supra, 82 Cal.App.4th 19, 50.) “If courts were to
11 ask what fee structure an informed, sophisticated client would use to compensate his attorney when close
12 monitoring is not feasible, they would at least have focused on the correct question.” (Id. at p. 48.) As Lealao
13 recognizes, fee awards that are too small will “chill the private enforcement essential to the vindication of
14 many legal rights and obstruct the representative actions that often relieve the courts of the need to separately
15 adjudicate numerous claims.” (Id. at p. 53.) Finally, an attorneys’ fees motion should not turn into “a second
16 major litigation.” (Id. at p. 31 (citing Hensley v. Eckerhart (1983) 461 U.S. 424, 437 [103 S.Ct. 1933, 76
17 L.Ed.2d 40])).

18 As in many cases of this type, Class Counsel seek a fee award for their successful prosecution and
19 resolution of this action, calculated as a percentage of the total value of benefits afforded the Class Members
20 by the Settlement. Serrano v. Priest (1977) 20 Cal.3d 25, 34 [141 Cal.Rptr. 315, 569 P.2d 1303]; Boeing Co.
21 v. Van Gemert (1980) 444 U.S. 472, 478 [100 S.Ct. 745, 62 L.Ed.2d 676]; see also Vincent v. Hughes Air
22 West, Inc. (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is not only to avoid unjust
23 enrichment of counsel but also to spread litigation costs proportionally among all the beneficiaries so that the
24 active beneficiary does not bear the entire burden alone. Vincent, supra, 557 F.2d at p. 769. Where the amount
25 of a settlement is a “certain easily calculable sum of money,” California courts may calculate attorney fees as
26 a reasonable percentage of the settlement created. Weil and Brown, California Practice Guide: Civil
27 Procedure Before Trial, ch. 14, § 14:145; Dunk, supra, 48 Cal.App.4th at p. 1808. In addition, Class Counsel
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1 will present a lodestar plus multiplier analysis of their efforts which will further support the amount sought.

2 **c. The Proposed Class Notice is the Best Practicable.**

3 Once a court preliminarily approves a settlement, the second step of the approval process is to
4 disseminate notice of the pendency and settlement of the class action. *See Manual for Complex Litigation* §
5 21.63. Pursuant to California Civil Procedure Code Section 382, a court must direct the best notice
6 practicable under the circumstances to members of the class who can be identified through reasonable effort.
7 *See* Cal. Civ. Proc. Code § 382; CA ST CIVIL RULES Rule 3.766 & 3.769(f); Kass v. Young (1977) 67
8 Cal.App.3d 100, 106 [136 Cal.Rptr. 469].

9 California Rule of Court 3.769(f) provides that “notice must contain an explanation of the proposed
10 settlement and procedures for class members to follow in filing written objections to it and in arranging to
11 appear at the settlement hearing and state any objections to the proposed settlement.” CA ST CIVIL RULES
12 Rule 3.769(f). The rules also specify the content of the notice to class members. *Id.* 3.766. The Class Notice
13 meets these requirements.

14 Under the Agreement, Class Members will be provided with the best practicable opportunity to see,
15 review, and understand the Settlement. PCB will provide the Settlement Administrator with the list of the
16 names, email addresses (if available and reasonably accessible), and/or physical addresses of the Class
17 Members identified through its records. *See* S.A. ¶¶ 3.1-3.3; P&N Decl., ¶¶ 8-12. Specifically, the Settlement
18 Administrator will send Short Notice (via mail and also via email for those Class Members for whom email
19 is known) to all Class Members identified through PCB’s records. *See* S.A. ¶ 3.1(d). The Settlement
20 Administrator will also send a Reminder Notice via email for those Class Members for whom email is known
21 and via mail for all other Class Members fourteen days before the Claims Deadline.

22 The Settlement Administrator will establish a Settlement Website to which Class Members may refer
23 for information about the Settlement and submit or download Claim Forms and submit inquiries. *See* S.A. ¶
24 3.1(c). The Settlement Administrator will post the Class Settlement Agreement, the Long Notice, the Claim
25 Form, as well as other important documents and deadlines. *Id.* Pursuant to California Rule of Court 3.771(b),
26 notice of the final judgment entered in this action will also be provided to the Class by being posted on the
27

1 Settlement Website. Here, the proposed Class Notice is set forth in plain language and easily understood.⁴
 2 Class Counsel vigorously negotiated with Defendant in order to design a notice program intended to obtain
 3 a better than average response rate, including having the Short Notice transmitted to Class Members via mail
 4 and email (where available and easily accessible) and having a reminder notice, both of which measures are
 5 intended to ensure that all Class Members who wish to make a claim do so. Lyon Decl., ¶ 13. The Class
 6 Notice provides neutral, objective, and accurate information about the nature of the Action and the
 7 Settlement. The Class Notice describes the claims, the Class Members, the relief provided under the
 8 Settlement, and Class Members’ rights and options, including the deadlines and means of submitting a
 9 Claim Form, opting out of or objecting to the Settlement, and/or appearing at the Final Approval Hearing
 10 personally or through counsel. Further, the Settling Parties have selected P&N to serve as the Settlement
 11 Administrator in this Action—a firm with extensive experience in disseminating class action notice and
 12 processing settlement claims. See Lyon Decl. ¶ 14.

Case Name	Approx. Class Size	Number of Claims	Claims Rate
<i>Cochran v. The Kroger Co.</i> (N.D. Cal.) 5:21-cv-01887, ECF Nos. 108 at 4-6 and 108-1, ¶ 4.	3,825,200	80,630	2.1%
<i>Gaston v. FabFitFun</i> (C.D. Cal.) No. 2:20-cv-09534-RGK, ECF Nos. 45-1 at 3; 49 at 2.	441,160	23,170	5.3 %
<i>Corona v. Sony Pictures Entertainment, Inc.</i> (C.D. Cal.) No. 2:14-cv-9600, ECF Nos. 145-1 at 11 n.8 & 164 at 2	435,000	3,127	0.7 %
<i>In re Experian Data Breach Litig.</i> (C.D. Cal.) No. 8:15-cv-01592-JLS-DFM, ECF Nos. 286-1 at 20 & 309-3 at ¶ 8.	14,931,074	436,006	2.9 %
<i>Koenig v. Lime Crime, Inc.</i> (C.D. Cal.) No. CV 16-503-PSG (JEMx), ECF 55 at 1 n.16; 8 n.1.	107,726	3,094	2.87%
<i>Anthem, Inc. Data Breach Litig.</i> (N.D. Cal.) No. 5:15-md-02617-LHK, ECF No. 1007 at 4 & ECF No. 1007-6 at ¶ 2.	79,200,000	1,380,000	1.7%
<i>Adlouni v. UCLA Health Systems Auxiliary</i> , BC589243 (Cal. Super. Ct.)	4,500,000	108,736	2.4%
<i>Atkinson v. Minted, Inc.</i> (N.D. Cal.) No. 3:20-cv-03869-VC, ECF No. 71 at 4.	4,198,490	147,268	3.5%

⁴ The notice is provided solely in the English language; however, class members have regularly and routinely communicated with Defendant in this language and there is no reason to believe that such language would be insufficient.

<i>In re Hanna Andersson & Salesforce.com Data Breach Litigation</i> , No. 3:20-cv-00812-EMC (N.D. Cal.), ECF No. 81 at 1.	200,108	2,802	1.4%
Average			2.54%

The precise notice structure proposed here is stronger than that which has often been used for similar cases, with the goal of maximizing the claims rate. Lyon Decl., ¶ 13. The Settlement Agreement proposes sending both email and mail notices (where an email address is known and readily accessible), including Reminder Notices, to all Class Members for whom both forms of contact are available. While predicting what the claims rate will be is not an easy task, based on the average claims rate in similar recent data breach settlements in state and federal courts in California, identified in the following table, Class Counsel estimates the claims rate here will be approximately 4.0% or more. *Id.* Plaintiff submits that the Notice Program is reasonable and provides the best notice practicable under the circumstances. Accordingly, the Notice Program should be approved, and notice should be directed to the Class Members.

V. CLASS CERTIFICATION FOR SETTLEMENT IS PROPER

Class certification is proper when the class is “ascertainable” and there is a “well-defined community of interest in the questions of law and fact involved.” Vasquez v. Superior Court (1971) 4 Cal.3d 800, 809 [94 Cal.Rptr. 796, 484 P.2d 964]; *see also* Cal. Civ. Proc. Code § 382. A lesser standard of scrutiny applies when evaluating these criteria for settlement purposes. *See Dunk, supra*, 48 Cal.App.4th at p. 1807, as modified (Sept. 30, 1996) (courts should take settlement into account in evaluating class certification); *see also In re William Wrigley Jr. Co. S’holders Litig.*, (Del. Ch. Jan. 22, 2009) No. 3750-VCL, 2009 Del. Ch. LEXIS 12, at *12 n.10 (acknowledging the “utility and practical necessity of using temporary settlement classes in fast paced litigation seeking injunctive relief”). If the action satisfies the applicable standards, the court must certify the class. *See Hogya v. Superior Court* (1977) 75 Cal.App.3d 122, 131 [142 Cal.Rptr. 325]. In assessing settlement class certification requirements, courts may properly consider there will be no trial, and therefore potential trial management problems, if any, are obviated for the settlement class. *See Washington Mutual Bank, FA v. Superior Court* (2001) 24 Cal.4th 906, 923 [103 Cal.Rptr.2d 320, 15 P.3d 1071]. The criteria are all satisfied here.

1 **A. An Ascertainable Class Exists and Is So Numerous that Joinder Is Impracticable.**

2 “Class members are ‘ascertainable’ where they may be readily identified without unreasonable
3 expense or time by reference to official records.” Noel v. Thrifty Payless, Inc. (2019) 7 Cal.5th 955, 966
4 [250 Cal.Rptr.3d 234, 445 P.3d 626]. Here, PCB confirmed that the Class is readily identifiable from its own
5 records. *See* Lyon Decl., ¶ 7. Accordingly, the Class Members in this case are easily ascertainable.

6 Moreover, the proposed Class is so numerous that utilization of the class action procedure will inure
7 to the benefit of the judicial system. *See* Richmond v. Dart Industries, Inc. (1981) 29 Cal.3d 462, 470 [174
8 Cal.Rptr. 515, 629 P.2d 23]. According to PCB’s records, the Class consists of 15,037 individuals. The
9 proposed Class is, therefore, so numerous that joinder is impracticable. *See* Code Civ. Proc. § 382
10 (authorizing class action suits when, *inter alia*, “the parties are numerous and it would be impracticable to
11 bring them all before the court”); Delarosa v. Boiron, Inc. (C.D. Cal. 2011) 275 F.R.D. 582, 587 (holding
12 that “classes of forty or more are considered sufficiently numerous.”).

13 **B. The Class Satisfies the “Community of Interest” Requirement.**

14 A “community of interest” exists where there are: “(1) predominant questions of law or fact; (2)
15 Plaintiff with claims or defenses typical of the class; and (3) Plaintiff who can adequately represent the class.”
16 Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435 [97 Cal.Rptr.2d 179, 2 P.3d 27], as modified (Aug. 9,
17 2000), as modified (Aug. 9, 2000). The Class satisfies these requirements.

18 **1. Common Questions of Law and Fact Predominate**

19 The test for predominance does not require that each and every issue in the case be identical for each
20 and every class member. *See* Sav-On Drug Stores, Inc. v. Superior Court (2004) 34 Cal.4th 319, 338 [17
21 Cal.Rptr.3d 906, 96 P.3d 194]. Rather, the “ultimate question” is whether “the issues which may be jointly
22 tried, when compared with those requiring separate adjudication, are so numerous or substantial that the
23 maintenance of a class action would be advantageous to the judicial process and to the litigants.” Collins v.
24 Rocha (1972) 7 Cal.3d 232, 238 [102 Cal.Rptr. 1, 497 P.2d 225]. A class should be certified if the defendant
25 engaged in a common course of conduct. *See* Sav-On Drug Stores, Inc., supra, 34 Cal.4th at p. 334.

26 Here, each claim of the Class turns on the question of whether PCB’s data security protocols were
27 adequate to protect Class Members’ PII. Analysis of this question begets interrelated questions that are also
28

1 common across the Class, including what steps PCB took to identify and respond to security threats, whether
2 PCB complied with industry norms and applicable regulations, whether and when PCB knew or should have
3 known of the Data Incident, and whether the statutes asserted in the Consolidated Complaint have been
4 violated. Thus, common issues predominate. *See Vasquez, supra*, 4 Cal.3d at p. 810 (finding that common
5 issues predominate when they would be “the principal issues in any individual action, both in terms of time
6 to be expended in their proof and of their importance”); *In re Anthem, Inc. Data Breach Litigation, supra*,
7 327 F.R.D. at p. 316 (holding “the predominant issue in this case is whether Anthem properly secured the
8 personal information taken ...”).

9 **C. Plaintiff’s Claims Are Typical of the Class**

10 A class representative’s claims are typical if they are significantly similar to the other class members.
11 *See Daniels v. Centennial Group, Inc.* (1993) 16 Cal.App.4th 467, 473 [21 Cal.Rptr.2d 1]. A representative
12 plaintiff’s claim is typical if he was subjected to the same alleged wrong as other class members. *See Fireside*
13 *Bank v. Superior Court* (2007) 40 Cal.4th 1069, 1090 [56 Cal.Rptr.3d 861, 155 P.3d 268]. The typicality
14 requirement is satisfied here because (i) PCB’s alleged conduct, stemming from allegedly inadequate data
15 security practices, similarly affected Plaintiff and each member of the proposed Class; (ii) each member of
16 the Class had their PII potentially exposed in the *same* Data Incident; and (iii) Plaintiff and the Class
17 experienced similar alleged harms as a result of the *same* Data Incident. Thus, Plaintiff’s claims are typical
18 of those of the proposed Class.

19 **D. Class Counsel Will Fairly and Adequately Represent the Class.**

20 To maintain a class action, the plaintiff must adequately protect the interests of the class. Adequacy
21 of representation consists of two components: (1) a lack of any conflict of interest; and (2) representation by
22 competent and experienced counsel. *See McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450 [131
23 Cal.Rptr. 482]. Plaintiff and Class Counsel satisfy these requirements.

24 Here, no conflicts exist between Plaintiff and other members of the Class. As individuals whose PII
25 was potentially exposed to cybercriminals in the Data Incident, the Class Members and Plaintiff stand in the
26 same shoes with the same incentives to maximize the recovery. *See Richmond, supra*, 29 Cal.3d at p. 473.
27 Further, Plaintiff demonstrated his commitment to the Class by actively participating in the prosecution of
28 this Litigation, including by regularly conferring with his attorneys regarding the initial investigation, factual

1 allegations of the Complaint, case status, and strategy. *See* Lyon Decl., ¶ 15. Plaintiff also agreed to act as
2 Class Representative and understand his responsibility to act as a fiduciary on behalf of the absent members
3 of Class. *See* Soderstedt v. CBIZ Southern California, LLC (2011) 197 Cal.App.4th 133, 155–156 [127
4 Cal.Rptr.3d 394]; Jones v. Farmers Ins. Exchange (2013) 221 Cal.App.4th 986, 998–99 [164 Cal.Rptr.3d
5 633], as modified on denial of reh'g (Nov. 26, 2013) (Nov. 26, 2013).

6 Class Counsel are experienced class action attorneys, have been appointed as lead or class counsel
7 in numerous class actions nationwide, and have successful track records in litigating class actions of this
8 type. *See* Lyon Decl., ¶¶ 4-5; and respective Firm Resumes attached thereto as Exhibits A, B, and C to the
9 Lyon Decl.

10 **E. Class Action Is the Superior Method of Adjudication.**

11 Also relevant to the Court’s certification decision is whether a class action is the superior method of
12 adjudication. *See* Schneider v. Vennard (1986) 183 Cal.App.3d 1340, 1347 [228 Cal.Rptr. 800]. Here, the
13 value of each individual Class Member’s claim is very small compared to the costs of litigating that claim.
14 In such a situation, the superiority requirement is met because the class action mechanism is not merely the
15 superior method for adjudicating this controversy, but it is the only method. *See* Valentino v. Carter-Wallace,
16 Inc. (9th Cir. 1996) 97 F.3d 1227, 1234–35 (“A class action is the superior method for managing litigation
17 if no realistic alternative exists.”).

18 **V. CONCLUSION**

19 Plaintiff respectfully requests that the Court grant the motion and enter an order: (1) preliminarily
20 approving the proposed Settlement; (2) approving the proposed Notice Program, and directing the
21 commencement of notice pursuant to the terms in the Settlement Agreement; (3) certifying the proposed
22 Class for settlement purposes only; (4) approving the retention of P&N as Settlement Administrator; (5)
23 appointing Plaintiff Min Woo Bae as the Class Representative; (6) appointing Kiley Grombacher of Bradley
24 Grombacher; Joseph M. Lyon of The Lyon Firm; and Terence R. Coates of Markovits, Stock & DeMarco,
25 LLC as Class Counsel; (7) staying all proceedings in the Litigation, other than those related to approval of
26 the Class Settlement Agreement, pending entry of the Final Order and Judgment; (8) staying and/or enjoining
27 any actions brought by Class Members concerning the Released Claims, pending the Court’s entry of the
28 Final Order and Judgment in the Class Settlement Agreement; and (9) scheduling a Final Approval Hearing
at which the Court will conduct an inquiry into the fairness, reasonableness, and adequacy of the Settlement,
whether it was made in good faith and should be finally approved, and whether to approve Class Counsel’s
Motion for Attorneys’ Fees and Expenses and/or Service Award.

1 Dated: July 27, 2023

Respectfully submitted,

2
3 */s/ Kiley L. Grombacher*

BRADLEY/GROMBACHER LLP

Marcus J. Bradley, Esq (SBN174156)

Kiley L. Grombacher, Esq\ (SBN 245960)

31365 Oak Crest Drive, Suite 240

Westlake Village, CA 91361

Phone: (805) 270-7100

Email: mbradley@bradleygrombacher.com

kgrombacher@bradleygrombacher.com

7
8 **THE LYON FIRM, LLC**

JOSEPH M. LYON (*pro hac vice*)

2754 Erie Avenue

Cincinnati, OH 45208

Phone: (513) 381-2333

Fax: (513) 721-1178

Email: *jlyon@thelyonfirm.com*

12 **MARKOVITS, STOCK & DEMARCO, LLC**

TERENCE R. COATES (*pro hac vice*)

119 E. Court Street, Suite 530

Cincinnati, OH 45202

Phone: (513) 665-0204

Fax: (513) 665-0219

Email: *tcoates@msdlegal.com*

16 *Attorneys for Plaintiff and the Proposed*
17 *Classes*

EXHIBIT 1

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement, dated July 27, 2023, is made and entered into by and among the following Parties: Min Woo Bae (“Plaintiff”) and Pacific City Bank (“PCB” or “Defendant”) (collectively Plaintiff and Defendant will be referred to as the “Parties”). The Settlement Agreement is subject to Court approval and is intended by the Parties to resolve, discharge, and settle the Released Claims and this Litigation (as defined below), upon and subject to the terms and conditions set forth below.

INTRODUCTION

This is a nationwide consumer class action arising from a cyberattack PCB experienced on or about August 30, 2021. Plaintiff brings this class action on behalf of himself and, purportedly, on behalf of a Class and California Subclass, as defined below.

I. PROCEDURAL BACKGROUND

The case arises from the alleged compromise of personal identifying information during the Data Incident. Plaintiff, Class Members, and California Subclass Members include current and former customers of Defendant and its affiliated and acquired entities, their customers, dependents, and other individuals affiliated with Defendant whose Private Information was compromised. In response to the Data Incident, Defendant sent a Notice Letter (“Notice Letter”) to each impacted individual providing a description of the type of Private Information involved, which may have included: loan applications, tax returns, Form W-2, payroll records, names, addresses, Social Security numbers, and other tax information (“PII” or “Private Information”).

II. MEDIATION

Recognizing the risk and expenses of prolonged multidistrict litigation, the parties agreed to pursue informal discovery and mediation. After Defendant produced informal discovery

regarding the scope and nature of the Security Incident, and following several pre-mediation meetings and negotiations, on October 25, 2022, the parties engaged in a full-day mediation session with Ret. United States Magistrate Judge Morton Denlow of JAMS. The mediation ended without a settlement. The parties continued negotiations privately and after several months of failed efforts agreed to a second mediation. On March 13, 2023, the parties re-engaged for another full day mediation with Jill Sperber of Sperber Dispute Resolution – the full day also ended without resolution. It was only then that Ms. Sperber submitted a confidential mediator’s proposal that was subsequently accepted by both parties resulting in the \$700,000 Settlement Fund. The agreed resolution and settlement is memorialized in this Settlement Agreement.

Pursuant to the terms identified below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Defendant and the Released Persons (as defined below) relating to the Data Incident and this Litigation, by and on behalf of Plaintiff, Class Members and California Subclass Members (as defined below).

III. CONFIRMATORY DISCOVERY

Before entering into this Settlement Agreement, and in response to informal discovery requests for settlement purposes from Plaintiff, Defendant produced informal discovery that addressed the estimated class size, and scope of the Data Incident.

IV. PLAINTIFF’S CLAIMS AND BENEFITS OF SETTLING

Plaintiff and proposed Class Counsel believe the claims asserted in the Litigation, as set forth in their Complaints against Defendant, have merit. Plaintiff and proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendant through motion practice, discovery, class certification, trial, and potential appeals. Plaintiff and proposed Class Counsel have also

considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Proposed Class Counsel are highly experienced in class action litigation and, in particular, data breach and privacy litigation, and have previously served as lead counsel in other data breach class actions through final approval. Plaintiff and proposed Class Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Class Members.

V. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies each and all of the claims and contentions alleged against it in the Complaints. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged. Nonetheless, Defendant has concluded that further conduct of litigation would be protracted and expensive, and that it is desirable that this matter be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Defendant has considered the uncertainty and risks inherent in any litigation and in this matter. Defendant has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

VI. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Class Members, Proposed Class Counsel, as set forth in the signature block below, and Defendant that, subject to the approval of the Court, the Released Claims (as defined below) shall be finally and fully compromised, settled, and released as to the Settling Parties and the Class Members, upon and subject to the terms and conditions of this Settlement Agreement, as follows, except that the Defendant will remain obligated to fulfill the terms of the Judgment if and when the Final Approval Order is granted:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “**Administration Fees**” shall mean the fees, costs and other expenses incurred for Settlement Administration, as defined below.

1.2 “**Agreement**” or “**Settlement Agreement**” means this agreement.

1.3 “**California Subclass**” means all natural persons residing in California who were sent a Notice Letter notifying them that their Private Information was potentially compromised in the Data Incident. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

1.4 “**CCPA Payment**” means the cash payment made available to California Subclass Members in the amount of \$100 under the California Consumer Privacy Action (“CCPA”) to the extent the California Subclass Member submits a Valid Claim for the CCPA Payment.

1.5 “**Claim**” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.6 “**Claim Form**” means the form that will be used by Class Members to submit a Claim to the Settlement Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

1.7 “**Claims Deadline**” means the postmark and/or online submission deadline for Claims, which shall be 90 days after the Notice Date (as defined below). The Claims Deadline

shall clearly be set forth in the order granting Preliminary Approval of the Settlement, as well as in the Notice and on the Claim Form.

1.8 “**Class**” means all natural persons residing in the United States who were sent a Notice Letter notifying them that their Private Information was potentially compromised in the Data Incident. The Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.9 “**Class Member(s)**” means a Person(s) who falls within the definition of the Class.

1.10 “**Court**” means the Judge William F. Highberger, Superior Court of Los Angeles, State of California.

1.11 “**Data Incident**” means the cyberattack Defendant experienced on or about August 30, 2021, that involved an unauthorized third-party accessing Defendant’s network and computer systems and potentially accessing the Private Information of Plaintiff and the Class Members (as defined below).

1.12 “**Dispute Resolution**” means the process for resolving disputed Claims as set forth in this Agreement.

1.13 “**Effective Date**” shall mean the date when the Settlement Agreement becomes Final.

1.14 “**Escrow Account**” means the account opened by the Settlement Administrator.

1.15 “**Final**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a

Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fees award or service award made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.16 "**Final Approval Order**" is the order through which the Court grants final approval of the class action settlement and finds that this settlement is fair, reasonable, and adequate.

1.17 "**Judgment**" means a judgment rendered by the Court.

1.18 "**Litigation**" means this case, Case No. 21STC45922, pending in the Superior Court of California, Los Angeles County against Defendant.

1.19 "**Long Notice**" means the long-form notice of settlement to be posted on the Settlement Website (as defined below), substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

1.20 "**Notice Date**" is the date that Notice will be sent to Class Members, which will occur 30 days after the entry of the Preliminary Approval Order.

1.21 "**Objection Date**" means the date by which Class Members must file with the Court through the Court's electronic case filing ("ECF") system and mail to Class Counsel and counsel for Defendant their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be 60 days after the Notice Date.

1.22 “**Opt-Out Date**” means the date by which Class Members must mail to the Settlement Administrator their requests to be excluded from the Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be 60 days after the Notice Date.

1.23 “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.24 “**Plaintiff**” means Min Woo Bae.

1.25 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that Notice be provided to the Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit C**.

1.26 “**Proposed Class Counsel**” and “**Class Counsel**” shall mean Terence R. Coates of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; and Kiley Grombacher of Bradley Grombacher LLP.

1.27 “**Released Claims**” shall collectively mean any and all claims and causes of action stated within the Complaint including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States, that could have been asserted, by any Class Member against any of the Released Persons based on, relating to, concerning or arising out

of the alleged Data Incident. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of any Person who has timely excluded themselves from the Class.

1.28 “**Related Entities**” means Defendant’s past or present parents, subsidiaries, divisions, related or affiliated entities, and Defendant’s customers from which Defendant obtained the Private Information that was potentially impacted in the Data Incident, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.29 “**Released Persons**” means Defendant and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

1.30 “**Remainder Funds**” means any funds that remain in the Settlement Fund after settlement payments for all Valid Claims (as defined below) have been distributed. The funds remaining in the Settlement Fund after settlement payments have been distributed and the time for cashing and/or depositing checks has expired will be Remainder Funds. The Settlement Administrator shall deposit the Remainder Funds, and all interest that has accrued thereon, to the State Controller’s Unclaimed Property Fund.

1.31 “**Service Award**” shall have the meaning ascribed to it as set forth in this Settlement Agreement. The Service Award requested in this matter will be \$5,000.00 to the Class Representative, subject to court approval and will be in addition to any other Settlement benefits Plaintiff may receive. The Service Award shall be paid using and through the Settlement Fund.

1.32 “**Settlement Administration**” means the processing and payment of claims received from Class Members by the Settlement Administrator.

1.33 “**Settlement Administrator**” means Postlethwaite & Netterville (“P&N”) who is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.34 “**Settlement Fund**” means a non-reversionary common fund to be funded by Defendant in the amount of seven hundred thousand dollars (\$700,000.00) which shall be deposited into the Escrow Account.

1.35 “**Settling Parties**” means, collectively, Defendant, all Released Persons, and Plaintiff, individually and on behalf of the Class and California Subclass.

1.36 “**Short Notice**” means the short notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website where recipients may view the Long Notice and make a claim for monetary relief. The Short Notice will also inform Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Approval Hearing (as defined below).

1.37 “**Settlement Website**” shall be the url www.pcbsettlement.com that the Settlement Administrator will establish and will contain detailed information about this Litigation.

1.38 “**United States**” as used in this Settlement Agreement means the United States of America and includes all of its States, the District of Columbia and all territories.

1.39 “**Valid Claims**” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Benefits

2.1 Claimed Benefits: All Class Members shall have the opportunity to submit a Claim Form for certain Claimed Benefits. The Claimed Benefits, as described below, shall include: (a) Pro-Rata Cash Payment; (b) Out-of-Pocket-Expense Claims; (c) Lost-Time Claims; (d) Verified Fraud Claims, and (e) CCPA Payment, and any Valid Claim may be combined with any other Valid Claim.

- a) \$50 Pro-Rata Cash Payment. After the distribution of attorneys’ fees, Class Counsel’s litigation expenses, Administrative Fees, Service Award, Out-of-Pocket Expense Claims, and Lost Time Claims (each of which is defined below in this Section), the Settlement Administrator will make a \$50 cash payment to each Class Member who submits a claim. The \$50 cash payment may *pro rata* increase or decrease depending on the Valid Claims received. No documentation or attestation is required.
- b) Out-of-Pocket Expense Claims. Class Members can submit a Claim Form for reimbursement of documented out-of-pocket losses reasonably traceable to the Data Incident up to \$5,000.00 per individual (“Out-of-Pocket-Expense Claims”). Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees

including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after August 30, 2021 that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not "self-prepared" by the claimant, that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

- c) Lost-Time Claims. Class Members may submit a Claim Form for reimbursement for time spent remedying issues related to the Data Incident for up to four (4) total hours at a rate of \$25 per hour capped at \$100 ("Lost-Time Claims"). No documentation need be submitted in connection with Lost-Time Claims, but Class Members must attest that the time claimed was actually spent as a result of the Data Incident.

- d) Verified Fraud: \$250 per incident. Class Members can submit a Claim Form for documented incidents of fraud for \$250 per incident capped at \$5,000.00 per individual for verified and documented incidents of fraud (“Verified Fraud”). Verified Fraud Claims will include, without limitation, any verified incident regardless of reimbursement. This may include fraudulent bank or credit card charges, tax filings, opening of bank and/or credit accounts, unemployment filings, etc. Class Members with Verified Fraud Claims must submit documentation and attestation supporting their claims. Receipts or other documentation, not “self-prepared” by the claimant, that documents the incident are required. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.
- e) CCPA Payment. California Subclass Members may submit a claim for a \$100 cash payment due to the CCPA claim available to them as California residents. The CCPA Payment, for California residents, is in addition to the Settlement benefits available Paragraph 2.1(a)-(e) above. No documentation is required to make this claim, but California Class Members must attest that they were California residents at the time of the Data Incident.

All cash payments under Paragraph 2.1(a)-(e) may be pro rata decreased pending on the total number of Valid Claims submitted under the Settlement.

2.2 Any residual funds after payment of all class benefits, Settlement Administration fees, attorneys’ fees, costs, and service award shall be used for a pro rata increase of the \$50 pro rata cash payment claims set forth in Section 2.1 a. above, with no maximum payment. Any funds

that remain after the distribution and reissuance of all payments from the Settlement Fund will be Remainder Funds that shall escheat to State Controller's Unclaimed Property Fund.

2.3 Business Practices Changes & Confirmatory Discovery. Plaintiff has received assurances that Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments. Defendant has provided reasonable access to confidential confirmatory discovery regarding the number of Class Members broken down by category (*e.g.*, current employee, former employee, etc.) and state of residence, the facts and circumstances of the Data Incident and Defendant's response thereto, and the changes and improvements that have been made or are being made to protect class members' PII. Defendant will further provide a Declaration attesting to the undertaken or planned enhancement steps and the estimated value of those changes. Such declaration will be filed under seal.

2.4 Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Class Member; (2) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket-Expense Claims or Verified Fraud Claims; and (3) the information submitted could lead a reasonable person to conclude that it is more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, and claims previously made for identity theft and the resolution thereof. For any such claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will submit those claims to the Settling Parties (one Plaintiff's lawyer shall be

designated to fill this role for all Plaintiff). If the Settling Parties do not agree with the claimant's Claim, after meeting and conferring, then the Claim shall be referred for resolution to the Settlement Administrator for final determination.

2.4.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information and give the claimant fourteen (14) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the defective claim.

2.4.2 Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is facially valid, then the claim shall be paid. If the claim is not facially valid because the claimant has not provided all information needed to complete and evaluate the claim, then the Settlement Administrator may reject the claim without any further action. A defect in one claim shall not cause rejection of any other valid claim submitted by the claimant.

2.4.3 Class Members shall have ten (10) days from receipt of the offer to accept or reject any offer of partial payment received from the Settlement Administrator.

2.5 Settlement Expenses. All costs for notice to the Class Members as required under ¶ 3.2, Administrative Fees under ¶ 1.1 and the costs of Dispute Resolution described in ¶ 2.4, shall be paid out of the Settlement Fund.

2.6 Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Class provided for herein, will be vacated and the Litigation shall proceed as though the Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing

3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel shall jointly submit this Settlement Agreement to the Court, and Interim Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit C** in both terms and cost, requesting, *inter alia*:

- a) certification of the Class for settlement purposes only pursuant to ¶ 2.6;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Interim Class Counsel as Class Counsel;
- d) appointment of Plaintiff as Class Representative;
- e) approval of the Short Notice to be emailed or mailed to Class Members in a form substantially similar to the one attached as **Exhibit D** this Settlement Agreement;

- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for how to obtain the Automatic Benefits, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;
- g) approval of a Claim Form to be used by Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement; and
- h) appointment of P&N as the Settlement Administrator.

The Short Notice, Long Notice, and Claim Form have been reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Settling Parties before submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of notice.

3.2 Costs for providing notice to the Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Administrative Fees shall be paid from the Settlement Fund. Attorneys' fees, costs, and expenses of Proposed Class Counsel, and service award to the Class Representative, as approved by the Court, shall also be paid from the

Settlement Fund. Notice shall be provided to Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than 14 days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name and last known physical address of each Class Member (collectively, “Class Member Information”) that Defendant possesses.
- b) The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) *Settlement Website*: Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website (www.PCBSettlement.com) that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; and (v) any other materials agreed upon

by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

d) *Short Notice*: 30 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator shall begin to provide notice to the Class through any one of the following means:

- via mail to the postal address in Defendant’s possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- in the event that a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address if the Short Notice is returned as undeliverable;
- in the event that subsequent to the first mailing of a Short Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e.,

the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- e) Publishing, on or before the Notice Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- f) A toll-free help line with an IVR system and a live operator option shall be made available to provide Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- g) Contemporaneously with seeking Final Approval of the Settlement, Proposed Class Counsel and Defendant shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Class may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval. The Notice Program shall commence within 30 days after entry of the Preliminary Approval Order and shall be completed within 45 days after entry of the Preliminary Approval Order.

3.4 Proposed Class Counsel and Defendant's counsel shall request that after notice is completed the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Class who do not opt-out of the Class in the manner set forth in this Agreement shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 If the Settlement Administrator receives more than 750 Opt-Outs from the Settlement, then Defendant shall have the right to terminate the Settlement Agreement in its entirety.

5. Objection Procedures

5.1 Each Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number, *Min Woo Bae v. Pacific City Bank*, Case No. 21STCV45922; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to the Clerk of Court; Terence R. Coates, as Class Counsel; and Casie Collignon, as counsel for Defendant. The objector or his or her counsel shall also file any Objection with the Court through the Court's ECF system or submitting them to the Clerk of Court. For all objections mailed to Proposed Class Counsel and counsel for Defendant, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement, unless the Objection(s) were previously filed on the docket.

5.2 Any Class Member who fails to comply with the requirements for objecting may waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The Court, within its discretion, may permit any Class Member to appear at the Final Approval Hearing and to be heard by the Court, regardless of whether the Class Member submitted a valid and timely Objection. The exclusive means for

any challenge to the Settlement Agreement shall be through the provisions of this Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Release

6.1 Upon the Effective Date, each Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims as against all Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted. Any other claims or defenses Plaintiff and each and all of the Class Members may have against Defendant that do not relate to the Data Incident and that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Data Incident, the Litigation, or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7. Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiff

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiff until after the substantive terms of the settlement had been agreed upon, other than that reasonable attorneys' fees, costs, expenses, and service award to Plaintiff as

may be agreed to by Defendant and Class Counsel and as ordered by the Court shall be paid from the Settlement Fund.

7.2 Class Counsel will move the Court for an award of attorneys' fees not to exceed 33.33% of the Settlement Fund, or approximately \$233,333.33 and litigation expenses not to exceed \$30,000.00. Class Counsel, in their sole discretion, shall allocate and distribute any amounts of attorneys' fees, costs, and expenses awarded by the Court among Class Counsel.

7.3 Subject to Court approval, Plaintiff intends to request service award in the amount of up to \$5,000.00 to Plaintiff.

7.4 No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by the Court to Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Settlement Fund

8.1 Deposits. Defendant agrees to make a payment of and deposit that payment into the Settlement Fund as follows: (i) Defendant shall pay \$700,000.00 into the Settlement Fund within 10 days after the Effective Date, and (ii) Defendant shall pay Thirty-Five Thousand dollars (\$35,000.00) into the Settlement Fund within 14 days of the Court's entry of the Preliminary Approval Order to pay Administrative Expenses. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed \$700,000.00.

8.2 Custody of the Settlement Fund. The Settlement Fund shall be deposited into an appropriate trust established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed

pursuant to the Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

8.3 Treasury Regulations and Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund (“QSF”) within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

8.4 Taxes. All taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment by any Class Representative

or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

9. Administration of Claims

9.1 The Settlement Administrator shall administer and calculate the Claims submitted by Class Members. Class Counsel and Defendant shall be given reports as to both claims and distribution, and have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process.

9.2 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within 60 days of the Effective Date.

9.3 All Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

9.4 No Person shall have any claim against the Settlement Administrator, Defendant, Class Counsel, Plaintiff, and/or Defendant's counsel based on distributions of benefits to Class Members.

10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) Defendant has not exercised their option to terminate the Settlement Agreement pursuant to ¶ 4.3,
- b) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) the Judgment has become Final, as defined in ¶ 1.14.

10.2 If all conditions specified in ¶ 1.14 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within 10 days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

10.4 In the event that the Settlement Agreement including the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this

Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Class, Settlement Administration, and Dispute Resolution and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11. Miscellaneous Provisions

11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 In the event that the aggregated amount of payments of all Valid Claims (i.e., \$50 Pro Rata Cash Payment, Out-of-Pocket Expense Claims, Lost-Time Claims, Verified Fraud, and CCPA Payment exceeds the total amount of the Settlement Fund, then the value of the payments to be paid to each Class Member making a Valid Claim shall be reduced on a pro rata basis, such that the aggregate value of all payments for all claims does not exceed the Settlement Fund (after payment of all Settlement Administration Costs and Expenses, Attorneys' Fees, Expenses, and Service Award). All pro rata reduction determinations shall be made by the Settlement Administrator.

10.3 The Settling Parties intend this settlement to be a final and complete resolution of all claims and disputes between them with respect to the Data Incident and this Litigation. The settlement compromises claims, including but not limited to all Released Claims, that are contested

and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

10.6 This Settlement Agreement, including all exhibits hereto, contains the entire understanding between Defendant and Plaintiff, individually and on behalf of the Class and all Released Entities, regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Parties in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between the Parties.

10.7 Class Counsel, on behalf of the Class, and Defendant's counsel, on behalf of Defendant, are expressly authorized to take all appropriate actions required or permitted to be taken by the Parties pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Parties which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Parties.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in

the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

10.12 As used herein, “he” means “he, she, they, or it;” “his” means “his, hers, theirs, or its,” and “him” means “him, her, them, or it.”

10.13 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

10.14 All dollar amounts are in United States dollars (USD).

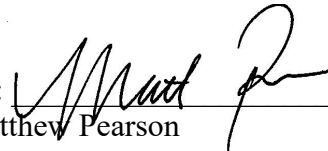
10.15 If a Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Class Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: “This check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Class Member’s right to receive monetary relief shall be extinguished, and there shall be no obligation to make

payments to the Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.16 The Settlement Website shall be deactivated one hundred eighty (180) days after the Effective Date.

10.17 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

By: 
Matthew Pearson

Date: July 28, 2023

Counsel for Defendant

By: Troy S. An
Printed Name: Troy S. An
Position: Senior Vice President, General Counsel
On Behalf Of: Defendant Pacific City Bank

Date: July 28, 2023

Defendant

By: /s/ Kiley Grombacher
Kiley Grombacher
Bradley Grombacher

Date: 7/26/2023

By: /s/ Terence R. Coates
Terence R. Coates
Markovits, Stock & DeMarco, LLC

Date: 7/26/2023

By: /s/ Joseph M. Lyon
Joseph M. Lyon
The Lyon Firm, LLC

Date: 7/26/2023

Counsel for Plaintiff and the Classes

By: MIN WOO BAE
 Min Woo Bae

Date: 7/28/2023

Plaintiff

SETTLEMENT TIMELINE

<u>From Order Granting Preliminary Approval</u>	
Defendant to provide list of Class Members to the Settlement Administrator	+14 days
Long and Short Notices Posted on the Settlement Website	+30 days
Notice Date	+30 days
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	+76 days
Objection Deadline	+90 days
Exclusion Deadline	+90 days
Settlement Administrator Provide List of Objections/Exclusions to the Parties' counsel	+100 days
Claims Deadline	+120 days
<u>Final Approval Hearing</u>	
Motion for Final Approval	+180 (at minimum)
<u>From Order Granting Final Approval</u>	
Effective Date	+35 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+42 days
Payment of Claims to Class Members	+95 days
Settlement Website Deactivation	+215 days

EXHIBIT A

CLAIM FORM FOR PACIFIC CITY BANK DATA INCIDENT BENEFITS

USE THIS FORM TO MAKE A CLAIM FOR A CASH PAYMENT, LOST TIME PAYMENTS AND/OR OUT-OF-POCKET EXPENSES PAYMENTS

For more information, call 1-888-888-8888 or visit the website www.pcbsettlement.com
Para una notificación en Español, pueda llamar 1-888-888-8888 o visitar nuestro sitio de web
www.pcbsettlement.com.

The DEADLINE to submit this Claim Form online (or mail it postmarked) is

[XXXX XX, 202X]

I. GENERAL INSTRUCTIONS

If you were notified by Pacific City Bank that your Private Information was potentially compromised in a cyberattack Pacific City Bank experienced on or about August 30, 2021 (the “Data Incident”), you are a Class Member.

The Settlement establishes a \$700,000.00 fund to compensate Class Members who submit valid and timely claims for their Lost Time and Out-of-Pocket expenses, as well provide for a pro-rata payment to each Class Member and additional compensation for incidents of verified fraud. The Settlement Fund will also provide for Plaintiff’s service award, and attorneys’ fees and expenses as awarded by the Court. As a Class Member, you are eligible for cash payments as reimbursement for time and money spent in response to the Data Incident (such as money spent on credit monitoring), as well as for any money you lost as a result of incidents of fraud or identity theft connected to the Data Incident, along with a pro-rata payment. You must fill out this claim form to receive these benefits.

The benefits are as follows:

Out-of-Pocket Expenses

You are eligible to receive reimbursement for money you paid to protect yourself after the Data Incident, such as money spent on a credit monitoring service. You are also eligible to receive reimbursement for money you lost as a result of fraud or identity theft, if that money has not been reimbursed from another source. This includes:

- Unreimbursed losses relating to fraud or identity theft;
- Professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services;
- Costs associated with freezing or unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after August 30, 2021 that you attest under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and
- Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

These losses must be documented; you must submit copies of documents supporting your claims, such as receipts or other documentation. “Self-prepared” documents, such as handwritten receipts, will not count as documentation, but you can submit them as clarification for other, official documents.

Lost Time Claims

You may submit a claim for reimbursement for time spent resolving issues attributable to the Data Incident. You will be reimbursed at \$25/hour of time spent, **up to \$100 total**. By filling out this claim form, you can attest to the

amount of time you spent attempting to mitigate the effects of the Data Incident on your life. This can include, for example, time spent on the phone with banks, time spent dealing with replacement card issues or reversing fraudulent charges, time spent researching the Data Incident, time spent monitoring accounts, or time spent freezing your credit. **You do not have to include documentation of your lost time. Instead, you can swear, under penalty of perjury, to the amount of time you spent.**

Verified Fraud

For each documented and verified instance of identity fraud you have suffered, you are entitled to \$250, regardless of whether you have been reimbursed for that fraud.

Verified Fraud Claims include:

- Fraudulent bank or credit card charges,
- Tax filings,
- Opening of bank and/or credit accounts,
- Unemployment filings,
- Other fraudulent actions taken using your information from the Data Incident.

Class Members with Verified Fraud Claims must submit documentation and attestation supporting their claims. Receipts or other documentation, not “self-prepared” by the claimant, that documents the incident are required. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

California Resident Sub-Class \$100 Additional Payment

If you were living in the State of California at the time of the Data Incident, August 30, 2021, you may submit a claim for an additional payment of \$100 as part of the California Sub-Class

\$50 Pro-Rata Residual Cash Payment

After distributing funds for the claims payments set forth above to claimants, as well as attorneys’ fees, Class Counsel’s litigation expenses, Administrative Fees, and Service Award, if there is any money left over, the Settlement Administrator will make *pro rata* settlement payments of the remaining Settlement Fund to each Class Member who submits a cash payment claim. The remaining amount of the Settlement Fund will be distributed pro rata for each Class Member who submits a claim, which may increase or decrease the \$50 cash payment amount.

Completing the Claim Form

This Claim Form may be submitted online at **www.pcbsettlement.com** or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Pacific City Bank **Settlement Administrator**
P.O. Box XXXX
XXXXX, XX XXXXX

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above.

Claimant Name: _____
First Name MI Last Name

Street Address: _____

Street Address Second Line:

City: _____ State: _____ Zip Code: _____

Class Member ID:

If you received a notice of this Settlement by U.S. mail, your Class Member ID is on the envelope or postcard.

If you received a notice of this Settlement by email, your Class Member ID is in the email.

E-mail Address: _____

[optional] Daytime Phone Number: (_____) _____ - _____

[optional] Evening Phone Number: (_____) _____ - _____

You may select a:

III. PRO RATA CASH PAYMENT

Cash Payment: Would you like to receive a cash payment under the Settlement? (**circle one**)

Yes No

** The payments under this option will originally be set at \$50, however, the value of cash payment under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, attorneys' and settlement administrator fees and expenses.

IV. LOST TIME PAYMENT

Please check off this box for this section if you are electing to seek reimbursement for Lost Time you undertook to prevent or mitigate fraud and identity theft following the announcement of the Data Incident.

Class Members who elect to submit a Claim for Lost Time Payment may claim, together with Out-of-Pocket Expenses, no more than \$100 at \$25/hour for four hours of time actually spent addressing issues arising from the Data Incident. If you are selecting reimbursement for Lost Time, you must fill in the blanks in this section and sign the certification at the end of the claim form.

I, _____, declare that I suffered Lost Time. Specifically, I spent the following number of
/Name/
hours attempting to prevent fraud or mitigate fraud and identity theft related to the Data Incident: ____
hours (rounded to the nearest hour).

V. CASH PAYMENT TO CALIFORNIA RESIDENTS

California residents, due to the heightened statutory damages available to them under California law, may elect to receive a \$100 cash payment under the Settlement.

If you were a California resident on August 30, 2021, would you like to receive a \$100 cash payment under the Settlement? (circle one)

Yes

No

** The payments under this option will originally be set at \$100, however, the value of cash payment under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, attorneys' and settlement administrator fees and expenses.

VI. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND/OR VERIFIED FRAUD

Please check off this box for this section if you are electing to seek reimbursement for unreimbursed **Out-of-Pocket Expenses** and such claimed losses above will total no more than \$5,000.00. You must provide reasonable documentation of the claimed Out-of-Pocket Expenses. Self-attested documentation will not suffice.

Please check off this box for this section if you are electing to seek reimbursement for one or more incidents of **Verified Fraud**. Such claimed payments will be \$250/incident, but in total no more than \$5,000.00. You must provide reasonable documentation for **each** instance of fraud. Self-attested documentation will not suffice.

Making a Claim for Out-of-Pocket Expenses

In order to make a claim for Out-of-Pocket Expenses, **you must** (i) fill out the information below, or fill out a separate sheet to be submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section V); and (iii) include reasonable documentation supporting each claimed loss along with this Claim Form. Out-of-Pocket Expenses need to be deemed fairly traceable to the Data Incident by the Settlement Administrator based on the documentation you provide and the facts of the Data Incident.

Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.

Out-of-Pocket Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="checkbox"/> Unreimbursed fraud losses or charges	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-around;"> </div> <div style="text-align: center; margin-top: 5px;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> \$ </div>	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i> Your documents: _____ _____
<input type="checkbox"/> Professional fees incurred in connection with identity theft or falsified tax returns.	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-around;"> </div> <div style="text-align: center; margin-top: 5px;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> \$ </div>	<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i> Your documents: _____ _____
<input type="checkbox"/> Credit freeze	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-around;"> </div> <div style="text-align: center; margin-top: 5px;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> \$ </div>	<i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i> Your documents: _____ _____
<input type="checkbox"/> Credit Monitoring ordered after receipt of the Data Incident Notice.	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-around;"> </div> <div style="text-align: center; margin-top: 5px;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> \$ </div>	<i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i> Your documents: _____ _____
<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, gas, copying, mileage, and long-distance telephone charges.	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-around;"> </div> <div style="text-align: center; margin-top: 5px;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> \$ </div>	<i>Examples: Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (i.e. police station, IRS office) why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Data Incident</i> Your documents: _____ _____
<input type="checkbox"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-around;"> </div> <div style="text-align: center; margin-top: 5px;">(mm/dd/yy)</div>	<div style="border: 1px solid black; width: 100px; height: 20px; margin: 0 auto; display: flex; justify-content: space-between;"> \$ </div>	<i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive tax refund and amount of.</i> Your documents: _____ _____

VII. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: _____

Date: _____

Print Name: _____

EXHIBIT B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

Min Woo Bae v. Pacific City Bank, Case No. 21STCV45922

A court has authorized this notice. This is not a solicitation from a lawyer.

If You Previously Received a Notice Letter Notifying You of the Pacific City Bank Data Incident, You Could be Eligible for a Payment from a Class Action Settlement

- You may be eligible to receive a payment from a proposed \$700,000.00 non-reversionary class action settlement (the “Settlement Fund”).
- The class action lawsuit concerns the August 2021 Data Incident involving Pacific City Bank (“PCB” or “Defendant”) in which it was determined that an unauthorized third-party accessed Defendant’s network and computer systems and potentially accessed the Private Information of Plaintiff and the Class Members, as defined below. Defendant denies any wrongdoing and denies that it has any liability but, nevertheless, has agreed to settle the lawsuit on a class wide basis.
- To be eligible to make a claim, you must have received a Notice Letter of the Pacific City Bank Data Incident that occurred in August 2021.
- Eligible claimants under the Settlement Agreement will be eligible to receive:
 - ❖ **Reimbursement for the actual amount of unreimbursed out-of-pocket expenses up to \$5,000, with supporting documentation of the monetary losses;**
 - ❖ **Compensation of up to \$100 (4 hours at \$25 per hour) for time spent dealing with fraud, identity theft, or other alleged misuse of your personal information that is fairly traceable to the Data Incident;**
 - ❖ **Compensation for incidents of verified fraud of up to \$5,000, with supporting documentation, including \$250 per documented incident of identity fraud or fraudulent activity on an account;**
 - ❖ **Compensation of up to \$100 for eligible California residents; and**
 - ❖ **\$50 cash payment from the Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented out-of-pocket expenses, payments for lost time, payments to certain California residents, payments for documented incidents of fraud, attorneys’ fees and expenses, Class Representative Service Award, and Settlement Administration Costs.**
- For more information or to submit a claim visit www.pcbsettlement.com or call 1-###-###-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
--	--------------------------------	--------------------

Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before _____, 2023
Exclude Yourself By Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Class Member.	Submitted or Postmarked on or Before _____, 2023
Object to the Settlement and/or Attend the Fairness Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on _____, 2023 about the fairness of the Settlement, with or without your own attorney.	Received on or Before _____, 2023
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	No Deadline.

- Your rights and options as a Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to class members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

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The Settlement Benefits—What You Get if You Qualify 4

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BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge William F. Highberger of the Superior Court of the State of California in Los Angeles County is overseeing this case captioned as *Min Woo Bae v. Pacific City Bank*, Case No. 21STCV45922. The person who brought the lawsuit is called the Plaintiff. The company being sued, Pacific City Bank (“PCB”), is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Defendant was responsible for the Data Incident and asserts claims such as: (i) negligence; (ii) unjust enrichment; (iii) violations of California’s Consumer Privacy Act (Civil Code § 1798.150(a)); and (iv) violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.).

Defendant denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability on these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Class Members”). The “Class Representative” appointed to represent the Class, and the attorneys for the Class (“Class Counsel,” see Question 18) think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a member of the Class if you reside in the United States and were sent a Notice Letter notifying you that your Private Information was compromised in the Data Incident.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Class are all Persons who timely and validly request exclusion from the Class, the Judge assigned to evaluate the fairness of this settlement, and any other Person found by a court of competent

jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Pacific City Bank Settlement Administrator

address

address

info@pcbsettlement.com

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendant will fund the following payments up to a total of \$700,000: (a) \$25 per hour, up to a total of \$100, for Class Members who attest that the time claimed was actually spent as a result of the Data Incident; (b) up to \$5,000 for reimbursement of your documented out-of-pocket expenses reasonably traceable to the Data Incident; and (c) \$250 for each verified and documented incident of fraud (included in the cap of \$5,000 for unreimbursed expenses) that you incurred.

The Settlement also provides that Class Members who were residents of the State of California at the time of the Data Incident are eligible for an additional benefit of \$100 upon submitting a claim and attesting that they were a California resident at the time of the Data Incident.

After the distribution of attorneys' fees, Class Counsel's litigation expenses, Administrative Fees, Service Award, and Settlement benefits to claimants, the Settlement Administrator will make a pro rata settlement payment of \$50, subject to adjustment as set forth in the below paragraph, out of any remaining funds to each Class Member who submits a claim for this additional cash payment. No documentation or attestation is required.

The Settlement benefits are also subject to pro rata reduction as needed in the event that the total claims exceed the \$700,000 cap on payments to be made by Defendant, and payments may also be increased on a pro rata basis until the Settlement Fund is distributed. Payment of attorneys' fees, costs and expenses (see Question 19) and the costs of notifying the Class and administering the Settlement will also be paid out of the Settlement Fund.

Also as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the settlement?

Class Members who submit a claim are eligible to receive:

- a) Reimbursement of actual, documented, unreimbursed out-of-pocket expenses resulting from the Data Incident (up to \$5,000 in total), such as:
- Unreimbursed losses relating to fraud or identity theft;
 - Professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
 - Costs associated with freezing or unfreezing credit with any credit reporting agency;
 - Credit monitoring costs that were incurred on or after August 30, 2021 that you attest under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and
 - Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.
- b) Compensation for time spent remedying issues related to the Data Incident, up to the amount of \$100.
- c) Compensation for verified and documented instances of fraud at \$250 per occurrence, up to the amount of \$5,000 in total.
- d) Compensation of up to \$100 for eligible California residents.
- e) A potential residual cash payment, which is estimated to be at \$50 but may adjusted upward or downward based on how many other claims are made.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at www.pcbsettlement.com or by calling 1-###-###-####. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a hearing on _____, 2023 at _____ .m. ET to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

12. What am I giving up as part of the Settlement?

Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue Defendant and other persons (“Released Persons”) as to all Released Claims, as that term is defined in the Settlement Agreement. This release is described in the Settlement Agreement, which is available at www.pcbettlement.com. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement then you must take steps to exclude yourself from the Class. This is sometimes referred to as “opting out” of the Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Persons) for the claims that this Settlement resolves. You must exclude yourself from the Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Min Woo Bae v. Pacific City Bank*, Case No. 21STCV45922. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. If your request for exclusion covers a financial account or health insurance plan that includes co-signers or co-holders on the same account or plan, you shall be deemed to be properly completed and executed as to that financial account or insurance plan only if all co-signers or co-holders elect to and validly opt-out. You must mail your exclusion request postmarked by _____, 2023, to:

Pacific City Bank Settlement Administrator
Attn: Exclusion Request

address
address

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision whether to approve the

Settlement. The Court can only approve or deny the Settlement and cannot change the terms. To object, you should mail your objection to the Clerk of the Court, Class Counsel and Defendant’s Counsel, at the mailing addresses listed below, postmarked by **no later** than the objection deadline, **_____ , 2023**:

Court	Defendant’s Counsel
Superior Court of California, County of Los Angeles Spring Street Courthouse 312 North Spring Street Los Angeles, CA 90012	Casie Collignon BAKER HOSTETLER 1802 California Street, Suite 4400 Denver, CO 80202
Class Counsel	
Terence R. Coates MARKOVITS, STOCK & DEMARCO, LLC 119 E Court Street, Suite 530 Cincinnati, OH 45202	

Your objection, if written, should include all of the following: (i) your full name and address; (ii) the case name and docket number, *Min Woo Bae v. Pacific City Bank*, Case No. 21STCV45922(iii) a written statement for all grounds for the objection, accompanied by any and all legal support for the objection the objector believes is applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vi) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him/her in connections with the objection. Regardless of whether you submit a written Objection, the Court may permit you to attend and be heard at the Final Approval Hearing.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a member of the Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Terence R. Coates of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; and Kiley Grombacher of Bradley Grombacher LLP as Class Counsel, to represent the Class in settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys’ fees up to \$233,333.33, plus litigation expenses not to exceed \$30,000. Defendant has agreed to pay any award of attorneys’ fees, costs and expenses up to those amounts, to the extent approved by the Court. This payment for Attorneys’ Fees will be made out of the Settlement Fund. Any such award would compensate Class Counsel for

investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for a service award up to \$5,000 for the Class Representative.

Any award for attorneys' fees, costs and expenses for Class Counsel, and for a service award to the Class Representative, must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than _____, 2023 and their application for attorneys' fees, costs and expenses, and service award will be filed no later than _____, 2023 and will be posted on the Settlement Website.

THE COURT'S FAIRNESS HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ m. ET on _____, 2023, in Room _____ at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for service award for the Class Representative. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking www.pcbsettlement.com or calling 1-###-###-####.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you can either file an objection according to the instructions in Question 16, including all the information required, or you may appear at the hearing and request Court permission to be heard.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted

final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Persons based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.pcbsettlement.com. You may also call the Settlement Administrator with questions or to get a Claim Form at 1-###-###-####.

EXHIBIT C

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

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

Judge: William F. Highberger

Dept: 10

Complaint Filed: December 16, 2021

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

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement,¹ including the proposed notice plan and forms of notice to the

¹ All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

1 Class, the appointment of Min Woo Bae as the Class Representative, the appointment of Class Counsel
2 for Plaintiff and the Class, the approval of P&N as the Settlement Administrator, the various forms of
3 class relief provided under the terms of the settlement and the proposed method of distribution of
4 settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Fairness
5 Hearing described below.

6 2. The Court does hereby preliminarily and conditionally approve and certify, for settlement
7 purposes, the following Class:
8

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

11 3. The Court does hereby further preliminarily and conditionally approve and certify, for
12 settlement purposes only, the following California Class:
13

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

16 4. Based on the information provided: the Class is ascertainable; it consists of roughly 15,000
17 Class Members, and the California Subclass consists of roughly 10,000 people each satisfying numerosity;
18 there are common questions of law and fact including whether Defendant failed to implement and maintain
19 reasonable security procedures and practices appropriate to the nature and scope of the information
20 compromised in the Data Incident, satisfying commonality; the proposed Class Representative's claims
21 are typical in that they are members of the Class and allege they have been damaged by the same conduct
22 as the other members of the Class; the proposed Class Representative and Class Counsel fully, fairly, and
23 adequately protect the interests of the Class; questions of law and fact common to members of the Class
24 predominate over questions affecting only individual members for settlement purposes; and a class action
25

26
27 _____
28 ² "Data Incident" shall mean the cybersecurity incident against Defendant giving rise to the Action, as
defined in the Settlement Agreement.

1 for settlement purposes is superior to other available methods for the fair and efficient adjudication of this
2 Action.

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

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

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

7 8. A Final Fairness Hearing shall be held before the Court on ____ [date] _____,
8 2023 at ____ [time] _____ for the following purposes:

9 a. To determine whether the proposed Settlement is fair, reasonable, and adequate to
10 the Class and should be approved by the Court;

11 b. To determine whether to grant Final Approval, as defined in the Settlement
12 Agreement;

13 c. To determine whether the notice plan conducted was appropriate;

14 d. To determine whether the claims process under the Settlement is fair, reasonable
15 and adequate and should be approved by the Court;

16 e. To determine whether the requested Class Representative Service Award of
17 \$5,000.00, Class Counsel's combined attorneys' fees, of up to 1/3 of the Settlement
18 Fund (\$233,333.33), and Class Counsel's litigation expenses up to \$30,000.00
19 should be approved by the Court;

20 f. To determine whether the settlement benefits are fair, reasonable, and adequate;
21 and,

22 g. To rule upon such other matters as the Court may deem appropriate.

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

24 Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods
25 of mailing or distributing the notices substantially in the form as presented in the exhibits to the Motion
26

1 for Preliminary Approval of Class Action Settlement, and finds that such notice plan meets the
 2 requirements of Cal. Civ. Proc. Code § 382 and due process, and is the best notice practicable under the
 3 circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

4 10. The Court preliminarily approves the following Settlement Timeline for the purposes of
 5 conducting the notice plan, settlement administration, claims processing, and other execution of the
 6 proposed Settlement:

7
 8 **SETTLEMENT TIMELINE**

9	<u>From Order Granting Preliminary Approval</u>	
10	Defendant to provide list of Class Members to the	+14 days
11	Settlement Administrator	
12	Long and Short Notices Posted on the Settlement	+30 days
13	Website	
14	Notice Date	+30 days
15	Counsel’s Motion for Attorneys’ Fees,	+76 days
16	Reimbursement of Litigation Expenses, and Class	
17	Representative Service Award	
18	Objection Deadline	+90 days
19	Exclusion Deadline	+90 days
20	Settlement Administrator Provide List of	+100 days
21	Objections/Exclusions to the Parties’ counsel	
22	Claims Deadline	+120 days
23		
24	<u>Final Approval Hearing</u>	+180 (at minimum)
25	Motion for Final Approval	-14 days
26		
27	<u>From Order Granting Final Approval</u>	

Effective Date	+35 days, assuming no appeal has been taken. See definition of Final in the Agreement.
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+42 days
Payment of Claims to Class Members	+95 days
Settlement Website Deactivation	+215 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 and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Class Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

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

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

- (i) the objector’s full name and address;

- 1 (ii) the case name and docket number, *Min Woo Bae v. Pacific City Bank*, Case No.
2 21STCV45922;
- 3 (iii) a written statement of all grounds for the objection, accompanied by any legal support for
4 the objection the objector believes applicable;
- 5 (iv) the identity of any and all counsel representing the objector in connection with the
6 objection;
- 7 (v) a statement whether the objector and/or his or her counsel will appear at the Final Approval
8 Hearing; and
- 9 (vi) the objector's signature or the signature of the objector's duly authorized attorney or other
10 duly authorized representative (if any) representing him or her in connection with the
11 objection.
12

13 14. All Settlement Class Members shall be bound by all determinations and judgments in this
14 Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement
15 Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from
16 the Class. The persons and entities who timely and validly request exclusion from the Class will be
17 excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to
18 submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as
19 to Defendant in this Action.
20

21 15. Pending final determination of whether the Settlement Agreement should be approved,
22 Plaintiff and the Class are barred and enjoined from commencing or prosecuting any claims asserting any
23 of the Released Claims against Defendant and all Released Parties as defined in the Settlement Agreement.
24

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

1 the Class.

2 IT IS SO ORDERED.

3
4 _____
5 The Honorable William F. Highberger
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EXHIBIT D

Bae v. Pacific City Bank
c/o Settlement Administrator
P.O. Box XXXX
City, State Zip

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

NOTICE OF CLASS ACTION
SETTLEMENT

If you received a notice of data incident regarding Pacific City Bank you are entitled to submit a claim for monetary compensation under a class action settlement.

www.pcbsettlement.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

WHO IS A CLASS MEMBER?

In the lawsuit, *Min Woo Bae v. Pacific City Bank*, No. 21STC45922 (Superior Court, Los Angeles County), you are a class member if you previously received a notice letter notifying you that your personal information was potentially compromised as a result of the cyber-attack that Pacific City Bank (“PCB” or “Defendant”) experienced in August 2021 (the “Class”).

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, Defendant has agreed to pay \$700,000.00 into a Settlement Fund which will be distributed to Class Members who submit valid Claims, after deducting the Class Representative’s Service Award, Class Counsel’s attorneys’ fees and expenses, and settlement administration notice and administration costs, if such awards are approved by the Court. All Class Members may submit Claims to receive cash payments. Class Members who believe they suffered out-of-pocket expenses as a result of the Data Incident may claim up to \$5,000 (subject to pro rata adjustment) for the reimbursement of sufficiently documented expenses. Class Members who spent time dealing with misuse of their personal information as a result of the Data Incident may claim up to \$100. Class Members who can prove verified fraudulent activity as a result of the Data Incident may claim up to \$5,000 with documented proof. Class Members who were residents of California at the time of the Data Incident may claim an additional \$100. An estimated \$50 cash payment may be made to claimants if there is a remaining balance in the Settlement Fund after payments for valid Claims, settlement administration costs and expenses, attorneys’ fees and expenses, and any Class Representative Service Award. These cash payment amounts may not be \$50, as they will be adjusted upwards or downwards depending on the amount of valid Claims. More information about the types of Claims and how to file them is available at the Settlement Website.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at www.pcbsettlement.com (“Settlement Website”). Your Claim Form must be postmarked or submitted online no later than , 2023. [Settlement Administrator] is the Settlement Administrator.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue the Released Persons on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than , 2023. If you do not exclude yourself, you will be bound by the

Settlement and give up your right to sue regarding the Released Claims.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than , 2023, and provide the reasons for the objection. Please visit www.pcbsettlement.com for more details.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the Released Claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing** at m. on , 2023 to determine if the Settlement is fair, reasonable, and adequate. You may appear and object to the settlement at the Final Approval Hearing, if you so choose.

Who are the attorneys for the Plaintiffs and the proposed Class? The Court appointed Terence R. Coates of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; and Kiley Grombacher of Bradley Grombacher LLP to represent the Class.

Do I have any obligation to pay attorneys’ fees or expenses? No. Attorneys’ fees and expenses will be paid exclusively from the Settlement Fund as awarded and approved by the Court. Attorneys’ fees may amount up to \$233,333.33, and expenses will not exceed \$30,000.00. The motion for attorneys’ fees and expenses will be posted on the Settlement Website once it is filed.

What is the amount of the Class Representative Service Award? The named plaintiff, also called the Class Representative, will seek a Service Award in the amount of \$5,000 for her efforts in this case.

Who is the Judge overseeing this Settlement? Judge William F. Highberger.

Where may I locate a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim? www.pcbsettlement.com.

*** Please note that if you wish to submit a claim for compensation for out-of-pocket losses on the attached Claim Form, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment. A longer version of the Claim Form may be accessed on the Settlement Website.

This Notice is a summary of the proposed Settlement.

Postage
Required

Bae v. Pacific City Bank
c/o Settlement Administrator
P.O. Box XXXX
City, State Zip

<<Barcode>> Class Member ID:

<<Refnum>>

CLAIM FORM

Claims must be postmarked no later than _____, 2023. You may also submit a Claim Form online no later than _____, 2023.

NAME: _____ ADDRESS: _____

Monetary Compensation

- Lost Time:** Members of the Class may submit a Claim for Lost Time at a rate of \$25/hour if at least one hour of time was spent remedying fraud, identity theft, or other alleged misuse of personal information traceable to the Data Incident or spent on preventative and remedial measures to protect personal information that are traceable to the Data Incident. You may claim up to 4 hours of lost time at \$25 per hour (\$100.00 maximum) under this settlement benefit.
I spent (circle one if applicable) 1 2 3 4 hours
- Out-of-Pocket Expenses:** I am submitting a claim for out-of-pocket monetary expenses in the amount of \$ _____ (not more than \$5,000) on account of out-of-pocket expenses and/losses I incurred as a result of the Data Incident. I understand that I am required to provide supporting third-party documentation to support my claim, such as providing copies of any receipts, bank statements, or other documentation supporting my claim. I understand that “self-prepared” documents are insufficient to receive reimbursement. I understand the Settlement Administrator may contact me for additional information before processing my claim. I understand that if I lack information supporting my claim, I will likely not receive compensation for this Settlement benefit. I understand any monetary compensation I may receive under the Settlement for out-of-pocket monetary expenses is capped at \$5,000.
- Verified Fraud:** I am submitting a claim for monetary compensation in the amount of \$ _____ for verified incidents (\$250 per occurrence) of fraud which occurred as a result of the Data Incident. I understand that I am required to provide supporting third-party documentation to support my claim. I understand the Settlement Administrator may contact me for additional information before processing my claim. I understand that if I lack information supporting my claim, I will likely not receive compensation for this Settlement benefit. I understand any monetary compensation is capped at \$5,000.
- California Resident Cash Payment:** Were you a resident of California in August 2021? **(circle one) Yes No**
I understand any monetary compensation I may receive under the settlement due to my California residency is capped at \$100.
- Pro Rata Cash Payment of \$50:** Would you like to receive a pro rata cash payment of \$50? **(circle one) Yes No**
If you are a Class Member, you may receive a \$50 cash payment, which may be increased or decreased pro rata from funds remaining in the Settlement Fund after all claims are submitted and deductions are made from the Settlement Fund.

By signing my name below, I swear and affirm that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge.

_____ (signature)

EXHIBIT 2

1 settlement valued in excess of \$12.5 million); *Migliaccio v. Parker Hannifin Corp.*, No. 1:22-CV-00835
2 (N.D. Ohio; interim co-lead counsel; preliminary approval granted for \$1.75 million common fund); *In re*
3 *Southern Ohio Health Systems Data Breach*, No. A2101886 (Hamilton County, Ohio; co-lead counsel;
4 final approval granted for \$1.95 million common fund arising from data breach of health systems); *Engle*
5 *v. Talbert House*, No. A 2103650 (Hamilton County, OH; co-lead counsel; final approval for data breach
6 class action involving unauthorized disclosure of health care data establishing claims made process valued
7 in excess of \$49.84 million); *Culbertson v. Deloitte Consulting LLP*, 1:20-CV-3962 (S.D.N.Y.) (Plaintiffs’
8 class counsel and discovery committee; final approval of common fund for \$4.95 million arising from
9 data breach of unemployment benefits data system); *Rodriquez v. Professional Finance Company, Inc.*,
10 No. 1:22-cv-01679-RMR-STV, ECF No. 23 (D. Colo.; court-appointed interim class counsel); *In re 20/20*
11 *Eye Care Network Inc. Data Breach Litigation*, No. 21-cv-61275 RAR (S.D. Fla.; Executive Committee)
12 (preliminary approval granted for \$3.0 million common fund); and *Baker v. ParkMobile, LLC*, No. 1:21-
13 cv-02182 (N.D. Ga.; Steering Committee) (data breach impacting over 21 million customers). Attached
14 to this Declaration are law firm biographies for each firm comprising proposed Class Counsel **Exhibit A**
15 (The Lyon Firm); **Exhibit B** (Bradley Grombacher); and **Exhibit C** (Markovits, Stock & DeMarco, LLC).

16 *The Data Incident, Proposed Classes, and Mediation*

17 6. The August 2021 Data Incident in this case involved Plaintiff’s and Class Members’
18 Private Information, which may have included: loan applications, tax returns, Form W-2, payroll records,
19 names, addresses, Social Security numbers, and other tax information (“PII” or “Private Information”).

20 7. Plaintiff and Class Counsel conducted thorough pre-complaint investigations including
21 reviewing publicly available information and thoroughly evaluating Plaintiff Bae as a class representative.
22 During the pendency of the Litigation, the Parties began discussing whether resolution of this Litigation
23 was possible. In an effort to gain sufficient information to make an informed demand and to conduct
24 meaningful settlement discussions, Plaintiff sent Defendant a list of settlement discovery requests.
25 Through the responses to the settlement discovery requests, Plaintiff learned about the size of the class
26 including how many Class Members were from California, the extent of the Data Incident, the types of
27 data sets potentially compromised in the Data Incident, the type and amounts of insurance coverage
28 Defendant had for the Data Incident, data misuse (dark web activity) information, notice information, and

1 the cost of identity theft program previously offered. The Class consists of approximately 15,037
2 individuals, inclusive of a Subclass of 9,844 California residents. Through information received from the
3 settlement discovery responses, Class Counsel were able to evaluate classwide damages based on the
4 appropriate causes of action.

5 8. Plaintiff, on behalf of the Class, was able to make an informed settlement demand after
6 reviewing the information exchanged for settlement purposes. The Parties also agreed to mediate this case
7 with Retired United States Magistrate Judge Morton Denlow on October 25, 2022. In preparation of the
8 October 2022 mediation, the Parties exchanged mediation briefs including expert analysis from a defense
9 consultant on risk distribution. The October 2022 mediation was productive, but ultimately unsuccessful
10 in resolving the case.

11 9. Thereafter, Defendant retained new legal counsel. The Parties then reengaged in settlement
12 discussions and reset a mediation session with another experienced mediator, Jill Sperber, on March 13,
13 2023. The Parties exchanged many counteroffers on March 13, 2022, but were unable to reach a settlement
14 in principle during the mediation. Mediator Sperber then submitted a mediator's proposal to the Parties
15 for a \$700,000 non-reversionary common fund, which was ultimately accepted by each Party.

16 ***The Settlement***

17 10. The \$700,000 non-reversionary common fund makes substantial cash benefits to Class
18 Members including cash payments for lost time, out-of-pocket expenses, CCPA statutory claims, and/or
19 \$50 pro rata payments. Additionally, Defendant has implemented certain cybersecurity enhancements that
20 will assist in substantially limiting the potential for such a data incident to occur in the future. Given the
21 uncertainty of Plaintiff's claims, Defendant contesting that the Private Information was uniformly
22 exfiltrated and the significant expert costs associated with attempting to achieve class certification, and
23 Class Counsel's projected damages to be roughly between \$1 million to \$6 million for this case. Therefore,
24 the \$700,000 common fund is a reasonable compromise for those projected at trial damages.

25 11. The Parties did not discuss the payment of attorneys' fees, expenses and/or service award
26 to Plaintiff until after the primary terms of the Settlement had been agreed upon, other than that reasonable
27 attorneys' fees, costs, expenses, and Service Award would be paid from the Settlement Fund if approved
28 by the Court.

EXHIBIT A



FIRM PROFILE

The Lyon Firm is a Cincinnati, Ohio based law firm representing individuals nationwide in class action and product liability litigation. Joe Lyon founded the Firm in 2006 following his work as an associate for a national complex litigation firm. Over the past 20 years, Mr. Lyon has represented thousands of individual clients in over 47 Multi-District Litigations (“MDL”) in both federal and state court consolidated actions. Mr. Lyon has also served, and is serving, as Class Counsel, on Executive and Steering Committees, and as plaintiffs’ counsel in over seventy (70) class actions. These complex cases have involved a diverse range of legal, scientific, regulatory, and public policy issues involving medical devices, pharmaceutical products, toxic consumer products, and data privacy matters.

Recent Class Counsel roles include, among others, *Hawkins v. Navy Federal Credit Union*, Case No: 1:19-cv-01186 (U.S District Court, E.D. of VA)(Co-Lead Counsel in TCPA class action; Final Approval of \$9.25 million nationwide non-reversionary common fund); *Devine v. Health Aid of Ohio*, Case No: CV-21-948117(Cuyahoga County)(Final Approval granted in data breach class action for claims made settlement valued at \$12.5 million); *Engle v. Talbert House*, No. A 2103650 (Hamilton County, OH): Co-lead Counsel in a data breach class action impacting over 300,000 medical patients; Final approval granted for nationwide claims made settlement providing monetary benefits and additional identity theft protection with claimed value at \$1.17 million and offered class value of \$49 million; *In Re Southern Ohio Health System Data Breach*, Case No:A210886 (Hamilton County, OH)(Co-Lead Counsel in data breach class action impacting over 400,000 patients; Final Approval granted for nationwide non-reversionary common fund settlement of \$1.95 million); *Migliaccio v. Parker Hannifin Corp.*, Case No. 1:22-cv-00835 (U.S. District Court, N.D. of OH)(Interim Class Counsel in data breach class action impacting over 100,00 current and former employees); and *Rodriquez v. Professional Finance Co., Inc.*, Case No: 1:22-cv-01679 (U.S. District Court, Dist. of CO)(Interim Class Counsel in data breach action impacting over a million customers).

The Firm has a long history of successful MDL work having developed supportive evidence on numerous specific causation issues to support claims within the MDL case structure. In addition, Mr. Lyon has worked alongside many of the leading Plaintiff Firms on leadership committees to develop common benefit evidence on general liability and general causation. Notably, Mr. Lyon has served on several MDL Discovery Committees, where he has participated in large scale e-discovery document reviews, 30(b)(6) depositions, expert development, medical literature surveys, FDA regulatory reviews, and bellwether trial preparation: e.g., MDL 1748: *In re Testosterone Replacement Therapy*; MDL 2327: *In Re Ethicon Pelvic Repair Systems*; and MDL 1598: *In Re: Ephedra Products Liability Litigation*. Moreover, Mr. Lyon has contributed as a member of several bellwether trial teams including, *Wisniewski v Taketa Pharmaceuticals America Inc.* Case No: 120702272 (Philadelphia County, PA), which resulted in a favorable Plaintiff’s verdict that assisted in the global resolution of the national litigation.

Finally, Mr. Lyon has dedicated much of his career to representing individual plaintiffs in catastrophic single event litigation. This rewarding work has provided families with answers to difficult questions of liability and has resulted in numerous life changing settlements that have assisted with long term medical needs and compensation for significant financial and personal loss. The single event litigation has required the Firm to consistently learn new subject matters, develop new case themes, and create new relationships. These cases have addressed a variety of legal, medical, and engineering issues arising from automotive product defects, firearm defects, medical malpractice, workplace injuries, toxic exposure, environmental contamination, and asbestos exposure.



FIRM PROFILE

CURRICULUM VITAE

Professional Experience

- The Lyon Firm, LLC; Founder & Managing Partner (9/2006-Present)
- Lopez, Hodes, Restaino, Milman & Skikos, A Law Corp.; Associate

Admissions to Practice Law

- Ohio
- Kentucky
- United States District Court, Southern District of Ohio
- United States District Court, Northern District of Ohio
- United States District Court, Colorado
- United States District Court, Northern District of Illinois
- United States District Court, Eastern District of Kentucky
- United States District Court, Eastern District of Michigan
- United States District Court, Eastern District of Wisconsin
- United States District Court, Nebraska
- United States District Court, North Dakota
- United States Court of Appeals, 6th Circuit
- United States Court of Appeals for Veterans Claims

Education

- Chicago Kent College of Law, Illinois Institute of Technology, Chicago, IL, J.D. (2002)
 - Honors:
 - Federal Judicial Externship: United States District Court for the Northern District of Illinois, Judge William Hibbler; (January 2001-September 2001)
 - Law Review: Member of Chicago-Kent Journal of International and Comparative Law.
- Loyola University, Baltimore MD, B.A. in Political Science (1999)
 - International Study:
 - Katholieke Universiteit, Leuven, Belgium (9/1997-6/1998)
 - St. Louis University, Madrid, Spain (9/1998-12/1998)



FIRM PROFILE

Representative Lead Class Counsel Experience:

- ***Hawkins v. Navy Federal Credit Union*, Case No: 1:19-cv-01186** (E.D. of VA): Appointed co-lead class counsel in TCPA class action. Judge Brinkema approved nationwide class and non-reversionary common fund settlement of \$9,250,000 providing monetary compensation for class of over 66,000.
- ***Wade v. U.S. Bank National Association*, Case No: A1501522** (Hamilton County, Ohio): Appointed co-lead class counsel in state mortgage satisfaction class action. Judge Winkler approved an Ohio class and common fund settlement of \$1,750,000.00 providing monetary compensation to a class of over 45,000.00 mortgage holders.
- ***Devine et al, v. Health Aide of Ohio*, Case No: CV-21-948117** (Cuyahoga County, OH): Appointed as co-lead class counsel in consolidated data breach class action involving 141,149 medical patients; Judge Russo granted Final Approval for a claims made nationwide settlement providing monetary benefits and additional identity theft protection valued at over \$12.5 million.
- ***In Re Southern Ohio Health System Data Breach*, Case No: A2101886** (Hamilton County, OH): Appointed as co-lead counsel in consolidated data breach class action impacting two Ohio hospital systems; Final approval granted for nationwide non-reversionary common fund settlement of \$1,950,000.00 that provides monetary compensation to 420,433 class members.
- ***Engle v. Talbert House*, No. A 2103650** (Hamilton County, OH): Appointed as co-lead class counsel in a data breach class action impacting over 300,000 medical patients; Final approval granted for nationwide claims made settlement providing monetary benefits and additional identity theft protection with claimed value at \$1,171,000.00 and offered class value of \$49,840,000.00.
- ***Migliaccio v. Parker Hannifin Corp.*, Case No. 1:22-cv-00835** (U.S. District Court, N.D. of OH)(Appointed interim co-lead class counsel by Judge Polster in data breach class action against multi-national manufacturer impacting thousands of current and former employees.)
- ***Tucker v. Marietta Area Health Care, Inc.*, No. 2:22-cv-00184** (U.S. District Court, S.D. of OH): Serving as proposed interim co-lead in consolidated data breach class action involving ransomware attack on Ohio hospital that compromised the PII and PHI of thousands of patients. Motion to Dismiss fully briefed and pending, and case management order entered.
- ***Bae v. Pacific City Bank*, No. 21STCV45922** (Los Angeles County Superior Court, CA): Serving as proposed interim co-lead class counsel in a data breach class action involving thousands of CA residents under CCPA violations against a regional bank.



FIRM PROFILE

- ***Miranda v. Xavier University***, No. 1:20-cv-00539 (U.S. District Court, S.D. of OH); Serving as proposed interim co-lead class counsel for nursing students in a class action arising from the breach of contract to provide clinical education and experience through the coursework. Motion to Dismiss denied in part and granted in part. Discovery ongoing.
- ***Reynolds v. Concordia***, No. 21-cv-02560 (U.S. District Court, Minn.); Serving as proposed interim co-lead class counsel for nursing students in a class action arising from the breach of contract to provide clinical education and experience through the coursework. Motion to Dismiss denied in part and granted in part. Discovery ongoing.

Executive & Steering Committee Experience:

- ***Desue, et al. v. 20/20 Eye Care***, Case No: 21-CV-61275 (S.D. of FL; Appointed to Plaintiffs' Executive Committee in data breach class action impacting 3.2 million patients' personal and healthcare information. Motion to Dismiss denied in part and granted in part. Preliminary approval of \$3,000,000 non-reversionary common fund.
- ***Baker, et al. v. Parkmobile, LLC***, Case No: 1:21-CV-2182 (N.D. of GA; Appointed to Plaintiffs' Steering Committee in data breach class action impacting the personal information of over 21 million customers. Motion to Dismiss fully briefed and pending.
- ***MDL 1748 In Re: Testosterone Replacement Therapy Products Liability Litigation.*** Assisted in the formation of the litigation and the consolidation of over 4,000 cases before Judge Kennelly in the Northern District of Illinois. Performed document review and coding on regulatory and custodial files related to deceptive and off label marketing claims and adverse events; Developed consulting relationship with leading experts and created medical literature summaries; Organized deposition summaries for bellwether trials.
- ***MDL 2327 In Re: Ethicon, Inc. Pelvic Repair Systems Product Liability Litigation.*** Performed document review and coding on custodial files on product design, labelling, opinion leaders, adverse events, and regulatory approval; Assisted in preparation for corporate 30(b)(6) depositions, opinion leader depositions, and bellwether trials.
- ***In Re: Actos (Pioglitazone) Products Liability Litigation. Wisniewski v. Takeda Pharmaceuticals et al.*** (Case No. 120702272) Co-Counsel for bellwether trial in Philadelphia County. Jury awarded \$2,340,000.00 in compensatory damages.
- ***MDL 1598 In Re: Ephedra Products Liability Litigation:*** Coordinated GNC document review, assisted in deposition preparation for 30(b)(6) depositions, and participated in bellwether trial support.



FIRM PROFILE

Representative Current Multi District Litigation (Case Specific Work):

- MDL 2738 In Re: Johnson & Johnson Talcum Powder
- MDL 2885 In Re: 3M Product Liability Litigation
- MDL 3004 In Re: Paraquat Product Liability Litigation
- MDL 2974 In Re: Paragard IUD Product Liability Litigation
- In Re Pam Cooking Spray Consolidated Actions (Cook County, IL)

Representative Past Multi District Litigation (Case Specific Work):

- MDL 2741 In Re: Roundup Products Liability Litigation
- MDL 2441 In Re: Stryker Rejuvenate and ABG II Hip Implant Litigation
- MDL 2768 In Re: Stryker LFIT V-40 Femoral Head Product Liability Litigation
- MDL 2391 In Re: Biomet M2A Magnum Hip Implant Products Liability Litigation
- MDL 2734 In Re: Abilify (Aripiprazole) Products Liability Litigation
- MDL 2244 In Re: Depuy Orthopaedics, Inc. Pinnacle Hip Implant Litigation
- MDL 1748 In Re: Testosterone Replacement Therapy Products Liability Litigation.
- JCCP 4887 In Re Essure Product Cases
- MDL 2591 In Re: Syngenta AG MIR 162 Corn Litigation
- MDL 2000 In Re: Yaz/ Yasmin/ Ocella Litigation (Philadelphia Consolidated Actions)
- MDL 2197 In Re: Depuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation
- MDL 1871 In Re: Avandia Marketing, Sales Practices and Products Liability Litigation
- MDL 1598 In Re: Ephedra Products Liability Litigation
- MDL 1905 In Re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation
- MDL 1769 In Re: Seroquel Products Liability Litigation
- MDL 1928 In Re: Trasylol Products Liability Litigation
- MDL 1785 In Re: Bausch & Lomb Inc. Contact Lens Solution Products Liability Litigation
- MDL 1657 In Re: Vioxx Marketing, Sales Practices and Products Liability Litigation
- MDL 2226 In Re: Darvocet, Darvon, and Propoxyphene Products Liability Litigation
- MDL 2327 In Re: Ethicon, Inc. Pelvic Repair Systems Products Liability Litigation
- MDL 2325 In Re: AMS, Inc., Pelvic Repair System Products Liability Litigation
- MDL 2187 In Re: C.R. Bard, Inc., Pelvic Repair System Products Liability Litigation
- MDL 2387 In Re: Coloplast Corp. Pelvic Support Systems Products Liability Litigation
- MDL 2326 In Re: Boston Scientific Corp. Pelvic Repair Systems Products Liability Litigation
- MDL 2299 In Re: Actos (Pioglitazone) products Liability Litigation
- MDL 1842 In Re: Kugel Mesh Hernia Patch Products Liability Litigation
- MDL 1708 In Re: Guidant Implantable Defibrillators Product Liability Litigation
- MDL 1905 In Re: Medtronic Sprint Fidelis Leads Product Liability Litigation
- In Re Depo Provera: New Jersey Consolidated State Litigation



FIRM PROFILE

Representative Single Event Settlements

- ***Estate of Gabrielle Walker v. The Toledo Hospital*** (2021) Lucas County, Ohio, Case No: G-4801. Lead counsel in medical malpractice/ wrongful death case involving allegations of negligent discharge of a suspected child abuse patient. The discharge resulted in returning the child to the suspected home environment where she sustained terminal injuries that evening. The four years of litigation entailed lead counsel taking over twenty depositions, preparing and disclosing four liability experts, filing several motions to compel discovery (ESI and 30B5 Witnesses) that the Court granted, and obtaining the Court's denial of two motions for summary judgment. The parties entered a confidential settlement two months before trial after months of negotiation.
- ***Murphy v. University Hospital*** (2019) Hamilton County, Ohio A-18-03027. Lead Counsel in medical malpractice case involving the alleged misdiagnosis of cancer and unnecessary operation to remove 17 lymph nodes. The patient was cancer free and the unnecessary surgery left her with permanent lymphedema. Confidential Settlement following disclosure of expert reports on liability, causation and life care plan.
- ***Gray v. Graham KTM Sport Motorbikes*** (2018) N. Dist. of Mississippi Case No: 3:17-cv-092. Lead counsel in automotive product liability matter involving a recalled accelerator of a motor-cross bike. The recall was noticed due to the accelerator sticking and resulting in unintended acceleration. Plaintiff experienced this event losing control, whereby the bike fell onto him as he attempted to jump from the out-of-control bike. His arm was trapped in the rear wheel resulting in catastrophic amputation. Confidential settlement following limited discovery and disclosure of life care plan.
- ***Harrell et al. v. WWS Associates*** (2018) Hamilton County, Ohio, Case No: A1600701. Lead counsel in lead exposure case involving the secondary exposure of two minor children to industrial lead dust. It was alleged the children were poisoned when their father returned home from a recycling job that did not provide adequate protective clothing or require showers before returning home. The children suffered neurological injuries related to elevated lead levels. Confidential settlement following factual discovery and disclosure of expert reports on causation and damages.
- ***Lemon v. FMK Firearms, Inc. et al.*** (2016) E. Dist. of KY Case No: 2:15-cv-00128. Lead Counsel in complex product liability case involving a defective handgun that was subject to a recall due to drop-fire risks. Plaintiff suffered severe injuries including compartment syndrome when gun was accidentally dropped and fired. Confidential settlement following initial factual discovery.



FIRM PROFILE

- ***Waters v. F&P America MFG, Inc.*** (2016) Miami County, Ohio Case No: 15-103. Lead Counsel. Workplace intentional tort claim involving a corporate policy to circumvent a perimeter cage designed to protect workers from hydraulic equipment malfunction. Plaintiff suffered catastrophic amputation of multiple fingers when a machine misfired. Confidential settlement following corporate depositions and while motion for summary judgment on employer intentional tort and workers compensation immunity issues was pending.
- ***Estate of Ralph Jamison v. Continental Appliances, Inc.*** (2013) Adams County, Ohio Case No. CVB 20120499. Lead Counsel in complex Product Liability case involving a defective propane wall heater that resulted in severe burn injuries and wrongful death. Confidential Settlement following motion to compel documents was granted and 30(b)(5) deposition.
- ***Estate of Joseph Ponsi v. RCD Sales, Inc.*** (2012) Ashland County, Ohio Case No. 12-CVI-017). Lead Counsel in dealership negligence involving the sale of a recreational towing vehicle that exceeded towing capacity of tow vehicle resulting in rollover and wrongful death. Confidential settlement following multiple depositions on liability and disclosure of expert reports.
- ***Armesia Thomas v. General Motors et al.*** (2011) E. Dist. of KY Case No. 08-228-ART. Lead Counsel in complex Product Liability action involving claims of defective seat belt design resulting in catastrophic spinal cord injury to a 19 year old female. Confidential settlement with General Motors and Takata Defendants following full factual discovery and disclosure of expert reports and life care plan.
- ***Michael Urchak v. Donnell Ford Lincoln Mercury of Salem, Inc.*** (2010) Mahoning County, Ohio Case No 08-CV-3700). Lead Counsel in dealership negligence causing mechanical failure and loss of control of vehicle resulting in spinal cord injury. Confidential Settlement following full factual discovery and disclosure of expert reports and life care plan.
- ***Charles & Jennifer Briner, Individually and on Behalf of Christopher Briner, A Minor v Daimler Chrysler Corporation.*** (2007) (Richland County, Ohio Case No. 05-CV-371). Co-lead counsel in complex product liability action involving claims of defective seat belt buckle resulting in inadvertent buckle release and catastrophic brain injury to a minor. Confidential settlement two weeks before trial following full factual discovery and expert disclosures on liability and life care plan.
- ***Marlene Lewis et al v. Alex Saba,, M.D.*** (2006) Hamilton County, Ohio, Case No. A0501599. Co-lead counsel in medical malpractice claims arising from the failure to diagnose breast cancer resulting in cancer progression, loss of survival, and additional invasive medical care. Confidential Settlement a few months before trial following full discovery and expert disclosures on liability and damages.



FIRM PROFILE

Memberships & Board Positions

Attorneys Information Exchange Group (2006- Present)
National Trial Lawyers (2009-Present)
American Association for Justice (2003-Present)
American Association for Justice, Trial Magazine, Peer Review Panel (2018)
American Association for Justice, TRT Litigation Group Co-Chair (2014-2019)
American Association for Justice Litigation Group Leaders Council (2014- 2019)
American Association for Justice, Member (2003- Present)
American Association for Justice, “New Lawyers Board of Governors” (2004-2013)
Ohio Association for Justice (2003-2007; 2013-Present)
Ohio Association for Justice, Product Liability Section Chair (2014-2015)

Publications & Presentations

- *Mass Torts in State Court*. OAJ Summer Convention, Columbus, OH (2017)
- *Managing Client Expectations*. OAJ Summer Convention. Columbus, OH (2015)
- *The Wheels of Justice: Mass Torts in State Courts*. OAJ Quarterly. Product Liability Section. (2015)
- *“Low T”- The Creation of a Disease*. OAJ Quarterly. Product Liability Section. (2014)
- *Ethical Aspects of Mass Tort Marketing*. AAJ Summer Convention. Baltimore, MD (2014)
- *Testosterone Replacement Therapy MDL Update and Case Criteria*. AAJ Summer Convention. Baltimore, MD (2014)
- *Testosterone Replacement Therapy --Specific Causation*. AAJ Mass Tort Update Seminar. San Diego, CA (2014)
- *Testosterone Replacement Therapy –MDL Case Management Orders*. AAJ Mass Tort Update Seminar. Santa Barbara, CA (2014)
- *Testosterone Replacement Therapy --Causes of Action*. AAJ Emerging Mass Tort Seminar. Louisville, KY (2014)
- *Parallel Claims & Reporting Requirements: New Motivation for Drug Manufacturers to Give Adequate Warning*. OAJ Quarterly. Product Liability Section (2013)
- *Where to Begin Your Search for the Smoking Gun: Organizing Your Strategy and Informal Discovery*. National Business Institute Seminar. Cincinnati, OH (2010)
- *Written Discovery Strategies*. National Business Institute Seminar. Cincinnati, OH (2010)



FIRM PROFILE

- *A Separate Piece in Seeking Justice: Civil Themes and Skills in Public Defense.* AAJ, Criminal Law Section, Vol. 16, No.2 Winter (2009)
- *The Weight of Expert Testimony.* National Business Institute Seminar. Cincinnati, OH (2009)
- *Punitive Damages: Current Trends and Strategies.* National Business Institute Seminar. Cincinnati, Ohio (2009)
- *Jury Selection: Your First Trial.* Northern Kentucky College of Law. (2009)
- *Utilizing ATLA Resources for Law Students.* University of Cincinnati College of Law. (2003)

Honors & Awards

- Super Lawyers (Class Action and Mass Torts) (2018, 2019, 2020, 2021, 2022, 2023)
- Super Lawyers, Rising Stars (Class Action and Mass Torts) (2012, 2013, 2014, 2015, 2016)
- National Trial Lawyers: Top 100 Trial Lawyers for Ohio (2009-Present)
- National Trial Lawyers: Top 20 Mass Tort Lawyers (2018- Present)

EXHIBIT B



BRADLEY/GROMBACHER LLP

www.bradleygrombacher.com

Bradley/Grombacher LLP (the "Firm") is a law firm based in Los Angeles, California. The Firm is actively engaged in complex litigation, emphasizing on consumer, human rights, and employment class actions. The Firm is well-respected for both the zealous advocacy with which it represents its clients' interests, as well as, the highly-professional and ethical manner by which it achieves results. The Firm's unparalleled experience and capabilities in these fields are based upon the talents of its attorneys who have successfully prosecuted hundreds of class-action lawsuits.

Bradley/Grombacher LLP was formed in 2016, and, since that time, the Firm has recovered more than Fifty Million dollars (\$50,000,000) for injured class members. Prior to such formation, the Partners at Bradley/Grombacher LLP were instrumental in recovering over Eight Hundred Million dollars (\$800,000,000) on behalf of workers and consumers including the following settlements:

- a. **Gutierrez v. State Farm Mutual**, Superior Court for the State of California, County of Los Angeles. The case settled for \$135 million just prior to trial.
- b. **Bednar v. Allstate Insurance Company**, Superior Court for the State of California, County of Los Angeles. The case settled for \$120 million just prior to trial.
- c. **Roberts v. Coast National Insurance**, Superior Court for the State of California, County of Orange. The case settled at arbitration for an amount in excess of \$18 million.
- d. **CNA Class Action Litigation**, Superior Court for the State of California, County of Los Angeles. The case settled for \$33 million.

- e. **Dotson v. Royal SunAlliance**, Superior Court for the State of California, County of Orange. The case settled for \$12.3 million.
- f. **Parris v. Lowe's Home Improvement**, Superior Court for the State of California, County of Los Angeles. The case settled for \$29.5 million.
- g. **Pardo v. Toyota Motor Sales, et al.**, Superior Court for the State of California, County of Los Angeles. The case settled for \$7.75 million.
- h. **Smith/Ballard v. Wal-Mart Stores, Inc.** The action was certified and settled for \$86 million.
- i. **Hoyng v. AON**, Superior Court for the State of California, County of Los Angeles. The case settled for \$10.5 million.
- j. **Heather Stern et al v. New Cingular Wireless Services Inc.**, United States District Court for the Central District of California. Class action settlement worth up to \$250 million.
- k. **In Re Bank of America Wage and Hour Employment Practices Litigation**, MDL 2138, United States District Court for the District of Kansas. The case settled for \$73 million.
- l. **H & R Block Litigation**, United States District Court for the Northern District of California. Class certified, and settlement of \$35 million.
- m. **Roberts v. TJ Maxx of CA LLC.**, United States District Court for the Northern District of California. Class action settlement of \$8.5 million.
- n. **Brenner v. Kevita, Inc.**, Superior Court, State of California, County of Ventura(Case No. 56-2017-00502340-CU-FR-VTA). Settlement with total estimated value of available monetary benefits that could have been claim equaling more than \$5,000,000and injunctive relief valuing between \$26,200,446.76 and\$34,397,145.69.

Principals



Kiley Lynn Grombacher

Kiley Grombacher been a member of the State Bar of California since 2006.

Ms. Grombacher's involvement in various forms of class action litigation spans more than a decade during which time I have litigated hundreds of class actions. Ms. Grombacher began my legal career at Arias, Ozzello & Gignac where I specialized in and gained extensive experience litigating consumer cases. Thereafter, Ms. Grombacher joined Marlin & Saltzman in 2010 where she focused her practice almost exclusively on class, collective and enforcement actions including the reported case, *Faulkinbury v. Boyd & Associates*, which clarified the holding in a seminal case, *Brinker Restaurant Corp. v. Superior Court* to establish that legality of certain company policies could be determined on a class-wide basis even if the application of the policies varies by individual.

Ms. Grombacher has been appointed either lead or co-lead counsel including cases in multi-district litigation or coordinated proceedings where I worked collaboratively and cooperatively with co-counsel to bring about an efficient and beneficial resolution for all class members as the above results demonstrate.

Ms. Grombacher has argued cases before trial courts and courts of appeal. Her writings on legal topics pertaining to class and representative actions have appeared in professional publications and she has been called upon to speak at conferences and seminars for professional organizations. I have also been honored as a Rising Star and/or Super Lawyer in the area of class actions by Los Angeles Magazine for multiple years including the current year.



Marcus Bradley

Marcus Bradley is the founder and senior partner of Bradley/Grombacher LLP. An accomplished trial attorney with more than 22 years of litigation experience, Mark represents clients in matters including complex consumer litigation, class actions, mass torts, product liability, personal injury, and more. e is licensed to practice in all California

state courts and the U.S. district courts for the northern, central, southern and eastern districts of California as well as the U.S. Court of Appeals for the Ninth Circuit.

Active in professional organizations, Mark is a member of the American Association for Justice, the Consumer Attorneys of California, the Consumer Attorneys of Los Angeles, the Los Angeles County Bar Association, and The State Bar of California, among other groups. He also participates in numerous charitable and community organizations.

Mark's writings on legal topics have been widely published and he is frequently called upon to speak at conferences and seminars for professional organizations.

EXHIBIT C



MARKOVITS, STOCK & DeMARCO, LLC

Markovits, Stock & DeMarco, LLC is a boutique law firm whose attorneys have successfully represented clients in some of the largest and most complex legal matters in U.S. history. Our deep and varied experience extends from representing businesses, public pension funds, and individuals in federal and state courts across the nation, to successfully arguing appeals at the highest levels of the legal system – including prevailing before the United States Supreme Court. This broad-based litigation and trial expertise, coupled with no overstaffing and overbilling that can typify complex litigation, sets us apart as a law firm. But expertise is only part of the equation.

“Legal success comes only from recognizing a client’s goals and being able to design and effectively execute strategies that accomplish those goals. We understand that every client is different, which is why we spend so much time learning what makes them tick.”

As the business world becomes increasingly complex, you need to be able to trust your law firm to help you make the right decisions. Whether you seek counsel in resolving a current conflict, avoiding a future conflict, or navigating the sometimes choppy state and local government regulatory waters, the lawyers at Markovits, Stock & DeMarco have both the experience and track record to meet your legal needs.

BILL MARKOVITS

Bill Markovits practices in the area of complex civil litigation, with an emphasis on securities, antitrust, RICO, and False Claims Act cases. Bill began his career as a trial lawyer at the U.S. Department of Justice Antitrust Division in Washington, D.C. He continued a focus on antitrust after moving to Cincinnati, where he became an adjunct professor of antitrust law at the University of Cincinnati Law School. Bill has been involved in the past in a number of notable cases, including: the Choice Care securities, antitrust and RICO class action in which the jury awarded over \$100 million to a class of physicians; a fraud/RICO case on behalf of The Procter & Gamble Company, which resulted in a settlement of \$165 million; an eleven year antitrust and RICO class action against Humana, including appeals that reached the United States Supreme Court, which culminated in a multi-million dollar settlement; and a national class action against Microsoft, in which he was chosen from among dozens of plaintiffs' attorneys to depose Bill Gates. More recently, Bill was: a lead counsel for plaintiffs in the Fannie Mae Securities Litigation that settled for \$153 million; a lead counsel for plaintiffs in a class action against Duke Energy that settled for \$80.75 million; and lead counsel for plaintiff in *Collins v. Eastman Kodak*, where he successfully obtained a preliminary injunction against Kodak on an antitrust tying claim. Based upon the result in *Collins*, Bill was a 2015 finalist in the American Antitrust Institute's Antitrust Enforcement Awards under the category "Outstanding Antitrust Litigation Achievement in Private Law Practice."

Bill has received a number of awards and designations, including current and past designations as a "Best Lawyer in America" in the fields of antitrust and commercial litigation.

Education:

Harvard Law School, J.D. (1981), cum laude

Washington University, A.B. (1978), Phi Beta Kappa

Significant and Representative Cases:

- *Collins v. Eastman Kodak*, United States District Court, Southern District of Ohio. Lead counsel representing Collins in antitrust tying claim, resulting in preliminary injunction against Kodak.
- *In Re Federal National Mortgage Association Securities, Derivative, and "ERISA" Litigation*, United States District Court, District of Columbia. Co-lead counsel representing Ohio pension funds in securities class action that settled for \$153 million.
- *Ohio Employees Retirement System v. Federal Home Loan Mortgage, aka Freddie Mac, et al.*, United States District Court, Northern District of Ohio, Eastern Division. Special counsel representing Ohio pension fund in securities class action.
- *Williams v. Duke Energy et al.*, United States District Court, Southern District of Ohio. Representing class of energy consumers against energy provider in complex antitrust and RICO class action that settled for \$80.75 million.
- *In Re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation*, United States District Court, Central District of California. Former member of economic loss lead counsel committee, representing class of consumers in litigation relating to sudden acceleration.
- *In Re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, United States District Court, Eastern District of Louisiana. RICO workgroup coordinator in class action resulting from oil spill.
- *In Re Microsoft Corp. Litigation*, United States District Court, District of Maryland. Member of co-lead counsel firm in antitrust class action.
- *Procter & Gamble v. Amway Litigation*, United States District Court, Southern District of Texas, at

Houston; United States District Court, District of Utah, at Salt Lake City. Member of trial team representing Procter & Gamble in obtaining jury verdict against Amway distributors relating to spreading of false business rumors.

- *United States ex rel. Brooks v. Pineville Hospital*, United States District Court, Eastern District of Kentucky. One of the lead counsel in successful False Claims Act litigation.
- *Procter & Gamble v. Bankers' Trust Litigation*, United States District Court, Southern District of Ohio. Co-counsel in successful \$165 million settlement; developed the RICO case.
- *United States ex rel. Watt v. Fluor Daniel*, United States District Court, Southern District of Ohio. Co-lead counsel of successful False Claims Act case.
- *Forsyth v. Humana*, United States District Court, District of Nevada. Represented class of consumers in antitrust and RICO class action; successfully argued antitrust appeal; co-chaired successful Supreme Court appeal on RICO.
- *In Re Choice Care Litigation*, United States District Court, Southern District of Ohio, Western Division. Trial attorney on largest antitrust/RICO/securities verdict.

Presentations & Publications:

- "Implications of Sixth Circuit *Collins Inkjet Corp. v. Eastman Kodak Co. Decision*," American Bar Association panel discussion, December 10, 2015
- "Defining the Relevant Market in Antitrust Litigation," Great Lakes Antitrust Seminar, October 29, 2010
- "Beyond Compensatory Damages – Tread, RICO and The Criminal Law Implications," HarrisMartin's Toyota Recall Litigation Conference, Part II, May 12, 2010
- "The Racketeer Influenced and Corrupt Organizations Act (RICO)," HarrisMartin's Toyota Recall Litigation Conference, March 24, 2010
- "The False Claims Act: Are Healthcare Providers at Risk?," presentation to Robert Morris College Second Annual Health Services Conferences, Integrating Health Services: Building a Bridge to the 21st Century, Moon Township, PA, October 9, 1997
- "The Federal False Claims Act: Are Health Care Providers at Risk?," (Co-Speaker), Ohio Hospital Association, April, 1996
- "A Focus on Reality in Antitrust," Federal Bar News & Journal, Nov/Dec 1992
- "Using Civil Rico and Avoiding its Abuse," Ohio Trial, William H. Blessing, co-author, Summer 1992
- "Antitrust in the Health Care Field," a chapter published in *Legal Aspects of Anesthesia*, 2nd ed., William H. L. Dornette, J.D., M.D., editor
- *Antitrust Law Update, National Health Lawyers Health Law Update and Annual Meeting (Featured Speaker)*, San Francisco, California, 1989

Affiliations:

- American Association for Justice
- American Bar Association
- American Trial Lawyers Association
- Cincinnati Bar Association
- District of Columbia Bar Association (non-active)
- Hamilton County Trial Lawyers Association
- National Health Lawyers Association
- Ohio State Bar Association
- Ohio Trial Lawyers Association

Courts Admitted:

- District of Columbia (1981)
- State of Ohio (1983)
- United States District Court, Southern District of Ohio (1983)
- U.S. Court of Appeals, 6th Circuit (1991)
- U.S. Court of Appeals, 9th Circuit (1995)
- U.S. Supreme Court, United States of America (1998)
- United States District Court, Northern District of Ohio (2008)

PAUL M. DEMARCO

Paul M. De Marco is a founding member of Markovits, Stock & DeMarco, LLC. He is an Appellate Law Specialist certified by the Ohio State Bar Association and has handled more than 100 appellate matters, including cases before the Supreme Court of the United States, six federal circuits, and five state supreme courts.

Paul's practice also focuses on class actions and other complex litigation. During his 25 years in Cincinnati, Paul has been actively involved in successful litigation related to the U.S. Department of Energy's Fernald nuclear weapons plant, the Lucasville (Ohio) prison riot, Lloyd's of London, defective Bjork-Shiley heart valves, Holocaust-related claims against Swiss and Austrian banks, the Bankers Trust derivative scheme, Cincinnati's Aronoff Center, the San Juan DuPont Plaza Hotel fire, the Procter & Gamble Satanism rumor, the Hamilton County (Ohio) Morgue photograph scandal, defective childhood vaccines, claims arising from tire delamination and vehicle roll-over, racial hostility claims against one of the nation's largest bottlers, fiduciary breach claims against the nation's largest pharmacy benefits manager, and claims arising from the heatstroke death of NFL lineman Korey Stringer.

Education:

College of Wooster (B.A., 1981)

University of the Pacific, McGeorge School of Law (J.D. with distinction, 1983)

University of Cambridge (1985)

Significant and Representative Appeals:

- *Arthur Anderson LLP v. Carlisle*, 556 U.S. 624, 129 S.Ct. 1896 (2009): In a case involving allegations of a fraudulent tax shelter and accounting and legal malpractice, the Supreme Court of the United States resolved the issue of the rights of non-parties to arbitration clauses to enforce them against parties, which had divided the circuits.
- *Williams v. Duke Energy International, Inc.*, 681 F.3d 788 (6th Cir. 2012): In a case brought as a class action by a utility's ratepayers for selective payment of illegal rebates to certain ratepayers, the United States Court of Appeals for the Sixth Circuit reversed a district court's dismissal of the excluded ratepayers' claims that the utility violated the RICO statute, the Robinson-Patman Act, and the state corrupt practices act.
- *State of Ohio ex rel. Bd. of State Teachers Retirement Sys. of Ohio v. Davis*, 113 Ohio St.3d 410, 865 N.E.2d 1289 (2007): The Supreme Court of Ohio upheld the appellate court's issuance of the extremely rare writ of procedendo commanding the trial judge to proceed with a trial on claims he mistakenly believed the previous jury had resolved.
- *Chesher v. Neyer*, 477 F.3d 784 (6th Cir. 2007): The Sixth Circuit affirmed the district court's rejection of qualified immunity defenses raised by the Hamilton County (Ohio) coroner, his chief deputy, the coroner's administrative aide, a staff pathologist, and a pathology fellow in connection with the Hamilton County Morgue photo scandal.
- *State of Ohio ex rel. CNG Fin'l Corp. v. Nadel*, 111 Ohio St.3d 149, 855 N.E.2d 473 (2006): The Supreme Court of Ohio affirmed the appellate court's refusal to issue a writ of procedendo commanding the trial judge to halt injunctive proceedings and decide an arbitration issue.
- *Smith v. North American Stainless, L.P.*, 158 F. App'x. 699 (6th Cir. 2006): Rejecting a steel manufacturer's "up-the-ladder" immunity defense, the United States Court of Appeals for the Sixth Circuit reversed the district court's dismissal of a wrongful claim brought by the widow and estate of a steel worker killed on the job.
- *Procter & Gamble Co. v. Haugen*, 427 F.3d 727 (10th Cir. 2005): The United States Court of Appeals for the Tenth Circuit reversed the district court's dismissal of Procter & Gamble's Lanham Act claims, paving the way for a \$19.25 million jury verdict in its favor.

- *Roetenberger v. Christ Hospital*, 163 Ohio App.3d 555, 839 N.E.2d 441 (2005): In this medical malpractice action for wrongful death, the Ohio court of appeals reversed the jury verdict in the physician’s favor due to improper arguments by his attorney and instructional error by the trial court.
- *City of Cincinnati v. Beretta U.S.A. Corp.*, 95 Ohio St.3d 416, 768 N.E.2d 1136 (2002): In this landmark decision on public nuisance law, the Supreme Court of Ohio held that a public nuisance action could be maintained for injuries caused by a product — in this case, guns — if the design, manufacture, marketing, or sale of the product unreasonably interferes with a right common to the general public.
- *Norgard v. Brush Wellman, Inc.*, 95 Ohio St.3d 165, 766 N.E.2d 977 (2002): In an employee’s intentional tort action alleging that his employer subjected him to long-term beryllium exposure, the Supreme Court of Ohio ruled that a cause of action for an employer intentional tort accrues when the employee discovers, or by the exercise of reasonable diligence should have discovered, the workplace injury and — here’s the ground-breaking part of the holding — the wrongful conduct of the employer.
- *Wallace v. Ohio Dep’t of Commerce*, 96 Ohio St.3d 266, 773 N.E.2d 1018 (2002): In overturning the dismissal of a suit against the state fire marshal for negligently inspecting a fireworks store that caught fire killing nine people, the Supreme Court of Ohio held for the first time that the common-law public-duty rule cannot be applied in cases against the state in the Ohio Court of Claims.

Courts Admitted:

- | | |
|--------------------------------------|--|
| • Ohio | • U.S. Court of Appeals, 10th Circuit |
| • California | • U.S. District Court, Southern District of Ohio |
| • Supreme Court of the United States | • U.S. District Court, Northern District of Ohio |
| • U.S. Court of Appeals, 1st Circuit | • U.S. District Court, Eastern District of California |
| • U.S. Court of Appeals, 4th Circuit | • U.S. District Court, Central District of California |
| • U.S. Court of Appeals, 5th Circuit | • U.S. District Court, Southern District of California |
| • U.S. Court of Appeals, 6th Circuit | • U.S. Court of Federal Claims |
| • U.S. Court of Appeals, 7th Circuit | |
| • U.S. Court of Appeals, 9th Circuit | |

Since 1994, Paul has worked to promote professional responsibility among lawyers, serving first as a member and eventually the chair of the Cincinnati Bar Association Certified Grievance Committee, and since 2008 as a member of the Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio.

He also is a member of many legal organizations, including the Federal Bar Association, Ohio State Bar Association, Cincinnati Bar Association, American Bar Association, ABA Council of Appellate Lawyers, and the Cincinnati Bar Association’s Court of Appeals Committee.

Paul was one of the founders of the Collaborative Law Center in Cincinnati, a member of Cincinnati’s Citizens Police Review Panel (1999-2002), and a member of Cincinnati CAN and its Police and Community Subcommittee following the 2001 riots.

He currently serves on the boards of the Ohio Justice and Policy Center and the Mercantile Library and on the advisory committees of the Fernald Community Cohort and the Fernald Workers’ Medical Monitoring Program.

TERENCE R. COATES

Terry Coates is Markovits, Stock & DeMarco's managing partner. His legal practice focuses on personal injury law, sports & entertainment law, business litigation and class action litigation. Mr. Coates is currently participating as a member of plaintiffs' counsel in the over 60 data breach cases pending around the country, including serving as co-lead counsel for plaintiff in *Migliaccio v. Parker Hannifin Corp.*, No. 1:22-CV-00835 (N.D. Ohio) (court-appointed co-lead counsel for preliminarily-approved \$1.75 million class action settlement); *Lutz v. Electromed, Inc.*, No. 0:21-cv-02198 (D. Minn.) (court-appointed co-lead counsel for preliminarily-approved class action settlement); *Abrams v. Savannah College of Art & Design*, No. 1:22-CV-04297 (N.D. Ga.) (court-appointed co-lead counsel for preliminarily-approved class action settlement); *John v. Advocate Aurora Health, Inc.*, No. 22-CV-1253-JPS (E.D. Wis.) (court-appointed interim co-lead class counsel); *In re U.S. Vision Data Breach Litigation*, No. 22-cv-06558 (D. N.J.) (same); *Tucker v. Marietta Area Health Care, Inc.*, No. 2:22-cv-00185 (S.D. Ohio) (same); *Rodriguez v. Professional Finance Company, Inc.*, No. 1:22-cv-1679 (D. Colo.) (same); *Sherwood v. Horizon Actuarial Services, LLC*, No. 1:22-cv-1495 (N.D. Ga.; court-appointed interim class counsel); *Tracy v. Elekta, Inc.*, No. 1:21-cv-02851-SDG (N.D. Ga.; court-appointed interim class counsel).

Education:

Thomas M. Cooley Law School, J.D. (2009)

Wittenberg University, B.A. (2005)

Representative Cases:

- *Bechtel v. Fitness Equipment Services, LLC*, No. 1:19-cv-726-KLL (S.D. Ohio) (\$3.65 million common fund settlement finally approved on September 20, 2022);
- *Bowling v. Pfizer, Inc.*, Case No. C-1-95-256 (S.D. Ohio) (Class Counsel for recipients of defective mechanical heart valves including continued international distribution of settlement funds to remaining class members);
- *Collins Inkjet Corp. v. Eastman Kodak Company*, Case No. 1:13-cv-0664 (S.D. Ohio) (trial counsel for Collins in an antitrust tying claim resulting in a preliminary injunction against Kodak – a decision that was affirmed by the Sixth Circuit Court of Appeals: *Collins Inkjet Corp. v. Eastman Kodak Co.*, 781 F.3d 264 (6th Cir. 2015));
- *Day v. NLO, Inc.*, Case No. C-1-90-67 (S.D. Ohio) (Class Counsel for certain former workers at the Fernald Nuclear weapons facility; the medical monitoring program continues);
- *In re Fannie Mae Securities Litigation*, Case No. 1:04-cv-1639 (D.D.C.) (represented Ohio public pension funds as Lead Plaintiffs in Section 10b securities class action litigation resulting in a \$153 million court-approved settlement);
- *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, & Products Liability Litigation*, MDL No. 2151 (C.D. Cal.) (represented plaintiffs and prepared class representatives for deposition testimony resulting in a court-approved settlement valued in excess of \$1.5 billion);
- *In re NCAA Student-Athlete Name & Likeness Licensing Litigation*, Case No. 09-1967 (N.D. Cal.) (represented NCAA, Olympic, and NBA legend, Oscar Robertson, in antitrust claims against the National Collegiate Athletic Association (NCAA), Collegiate Licensing Company (CLC), and Electronic Arts (EA) leading to a \$40 million settlement with EA and CLC and the Court issuing a permanent injunction against the NCAA for unreasonably restraining trade in violation of antitrust law);
- *Linneman v. Vita-Mix Corp.*, Case No. 14-cv-748, (S.D. Ohio) (Class Counsel for a nationwide class of Vita-Mix blender consumers resulting in a nationwide settlement);
- *Ryder v. Wells Fargo Bank, N.A.*, No. 1:2019-cv-00638 (S.D. Ohio) (member of class counsel in a \$12 million settlement on behalf of roughly 1,830 class members);

- *Shy v. Navistar International Corp.*, No. 92-cv-0333-WHR (S.D. Ohio) (class counsel for a class action settlement valued at over \$742 million);
- *Walker v. Nautilus, Inc.*, No. 2:20-cv-3414-EAS (S.D. Ohio) (\$4.25 million common fund settlement finally approved on June 28, 2022);
- *Williams v. Duke Energy*, Case No. 1:08-cv-00046 (S.D. Ohio) (representing class of energy consumers against energy provider in complex antitrust and RICO class action resulting in the court granting final approval of an \$80.875 million settlement); and,
- *Ohio Public Employees Retirement System v. Federal Home Loan Mortgage ("Freddie Mac")*, Case No. 4:08-cv-0160 (N.D. Ohio) (Special counsel for Ohio public pension funds as Lead Plaintiffs in Section 10b-5 securities class action litigation).

Community Involvement:

- Cincinnati Academy of Leadership for Lawyers (CALL), Class XXI, *Participant* (2017)
- Cincinnati Chamber of Commerce C-Change Class 9, *Participant* (2014)
- Cincinnati Chamber of Commerce, *Ambassador* (2014)
- Cincinnati Athletic Club, *President* (2015-2017)
- Cincinnati Athletic Club, *Vice President* (2014-2015)
- Cincinnati Bar Association, Board of Trustees, *Trustee* (2019-present)
- Cincinnati Bar Association, Board of Trustees, *Executive Committee* (2021-present)
- Cincinnati Bar Association, *Membership Services & Development Committee* (2014-present)
- Cincinnati Bar Association, *Run for Kids Committee* (2009-2014)
- Cincinnati Bar Association, *Social Committee* (2011-2014)
- Clermont County Humane Society, *Board Member* (2014-2017)
- Clermont County Humane Society, *Legal Adviser* (2017-present)
- Potter Stewart Inn of Court, *Executive Director* (2021-present)
- Summit Country Day High School, *Mock Trial Adviser* (2013-2016)
- St. Peter in Chains, Cathedral, Parish Council (2014-2017)

Recognitions:

- Super Lawyers, Rising Star (2014 – present)
- Best Lawyers in America, Commercial Litigation (2020-present)
- Wittenberg University Outstanding Young Alumnus Award (2014)
- Cincinnati Bar Association, Young Lawyers Section Professionalism Award (2015)
- JDRF Bourbon & Bow Tie Bash, *Young Professional (Volunteer) of the Year* for the Flying Pig Marathon (2016)
- Cincinnati Business Courier, Forty Under 40 (2019)
- Cincinnati Cystic Fibrosis Foundation, Cincinnati's Finest Honoree (2020)

Courts Admitted:

- State of Ohio (2009)
- United States District Court, Southern District of Ohio (2010)
- United States District Court, Northern District of Ohio (2010)
- United States District Court, Eastern District of Michigan (2021)
- United States District Court, District of Colorado (2022)
- United States District Court, Eastern District of Wisconsin (2022)
- United States District Court, Western District of Michigan (2023)
- United States Court of Appeals, Sixth Circuit (2018)

JUSTIN C. WALKER

Justin C. Walker is Of Counsel at Markovits, Stock & DeMarco. Justin's practice areas are focused on complex civil litigation and constitutional law, with an emphasis on consumer fraud and defective products. Before joining Markovits, Stock & DeMarco in April 2019, Justin practiced at the Finney Law Firm, a boutique law firm specializing in complex litigation and constitutional law. At the beginning of his legal career, Justin served as a judicial extern for Senior United States District Judge Sandra S. Beckwith before taking a full-time position as a law clerk and magistrate in the Hamilton County Ohio Court of Common Pleas for the Honorable Norbert A. Nadel. After completing his clerkship, Justin took a position as a prosecutor, serving as first chair for multiple jury trials. Justin then entered private practice, shifting his practice to focus on litigation matters.

Education:

University of Cincinnati, J.D. (2005)

Miami University, B.S. (2001)

Courts Admitted:

- State of Ohio (2005)
- U.S. Court of Appeals, 6th Circuit (2017)
- U.S. District Court, Southern District of Ohio (2008)
- U.S. Bankruptcy Court, Southern District of Ohio (2009)

Representative Cases:

- *Linneman v. Vita-Mix Corp.*, Case No. 15-cv-748, United States District Court, Southern District of Ohio (Co-Class Counsel for a nationwide class of Vita-Mix blender consumers resulting in a nationwide settlement).
- *Baker v. City of Portsmouth*, Case No. 1:14-cv-512, 2015 WL 5822659 (S.D. Ohio Oct. 1, 2015) (Co-Counsel for a class of property owners, the Court ruled that City violated the Fourth Amendment when it required property owners to consent to a warrantless inspection of their property or face a criminal penalty where not valid exception to the warrant requirement exists).
- *E.F. Investments, LLC v. City of Covington, Kentucky*, Case No. 17-cv-00117-DLB-JGW, United States District Court, Eastern District of Kentucky (Lead Counsel on case brought on behalf of local property owners, contending that City's rental registration requirements violated the Fourth Amendment resulting in a settlement).
- *State of Ohio ex rel. Patricia Meade v. Village of Bratenahl*, 2018-04409, Supreme Court State of Ohio (Co-Counsel on behalf of local taxpayer contending that Defendant's violated Ohio Open Meetings Law).
- *Dawson v. Village of Winchester*, United States District Court, Southern District of Ohio (Lead Counsel represented Plaintiff claiming Federal Civil Rights violations due to unconstitutional arrest and detainment).

Affiliations and Presentations:

- Cincinnati Bar Association
- Clermont County Bar Association
- American Association for Justice
- "Municipal Bankruptcy: Chapter 9 – Should Cincinnati Consider Filing for Bankruptcy?"
- "Ohio CLE Introduction to Bankruptcy for Lawyers CLE"

CHRISTOPHER D. STOCK

Chris's legal practice focuses on securities class action and multi-district products liability litigation, as well as appellate advocacy. Serving as a judicial law clerk for Ohio Supreme Court Justice Terrence O'Donnell gave Chris invaluable insight into how courts synthesize and deconstruct legal arguments. Since then, Chris has briefed and argued numerous cases before the United States Court of Appeals for the Sixth Circuit, the Ohio Supreme Court, and Ohio appellate courts, including obtaining a rare summary reversal from the United States Supreme Court.

Chris also served as both Deputy First Assistant Attorney General and Deputy State Solicitor for Ohio Attorney General Jim Petro. In these positions, Chris was principal counsel to the Attorney General on a wide variety of legal and policy-oriented issues, including numerous constitutional and regulatory matters arising from state agencies, boards, and commissions. Prior to his service in state government, Chris was an attorney at a 500-lawyer nationally-recognized law firm.

He received multiple designations as an Ohio Super Lawyers "Rising Star." This distinction is awarded to less than 2.5 percent of Ohio attorneys under the age of 40.

Education:

The Ohio State University, Moritz College of Law, J.D. (2002)

The Ohio State University, BA (1997)

Significant Cases:

- *In re Fannie Mae Securities Litigation*, Case No. 1:04-cv-1639 (D.D.C.). Representing Ohio public pension funds as Lead Plaintiffs in Section 10b-5 securities class action litigation.
- *Ohio Public Employees Retirement System v. Freddie Mac, et al.*, Case No. 4:08-cv-160 (N.D. Ohio). Representing Ohio public pension funds as Lead Plaintiffs in Section 10b-5 securities class action litigation.
- *Williams v. Duke Energy*, Case No.: 1:08-CV-00046 (S.D. Ohio). Representing class of energy consumers against energy provider in complex antitrust and RICO class action.
- *Slaby v. Wilson*, Hamilton County Court of Common Pleas. Lead trial counsel representing two private individuals who were falsely accused by a County Commissioner of murdering their child and covering up the child's death (as well as sexual abuse of child).
- *Kelci Stringer, et al. v. National Football League, et al.*, United States District Court, Southern District of Ohio, Western Division. Represented professional football player against NFL and helmet manufacturer in wrongful death/products liability litigation related to professional football player's death.
- *Susan B. Anthony List v. Driehaus*, United States District Court, Southern District of Ohio, Western Division. Represented former Congressman in defamation action against organization who published false statements about former Congressman's voting record and alleged influence over organization's commercial activities.
- *Mitchell v. Esparza*, Case No. 02-1369 (United States Supreme Court). Obtained summary reversal of Sixth Circuit decision on Eighth Amendment capital sentencing issue.
- *Cleveland Bar Association v. CompManagement, Inc.*, Case No. 04-0817 (Ohio Supreme Court). Represented the State of Ohio as amicus in landmark workers' compensation lawsuit.

Presentations:

- Class Action Boot Camp: The Basics and Beyond (2012).
- Harris Martin Toyota Sudden Unintended Acceleration Litigation Conference: TREAD Act Liability and Toyota (2010).
- Harris Martin BP Oil Spill Litigation Conference: The RICO Act's Application to the BP Oil Spill (2010).

Affiliations:

- Ohio State Bar Association
- Cincinnati Bar Association

Courts Admitted:

- State of Ohio (2002)
- United States District Court, Southern District of Ohio (2003)
- Sixth Circuit Court of Appeals, Ohio (2003)
- United States District Court, Northern District of Ohio (2007)

DYLAN J. GOULD

Dylan is an associate attorney at Markovits, Stock & DeMarco. Dylan's practice primarily focuses on class action and complex civil litigation with an emphasis on cases involving consumer fraud and data privacy. He also has experience with matters related to sports & entertainment, personal injury, commercial law, civil conspiracy, and civil litigation under the RICO Act. At the University of Cincinnati College of Law, where he spent multiple semesters on the Dean's Honors List, Dylan was selected to the Trial Practice and Moot Court teams, participating in mock trial and appellate court competitions with law students across the country. Upon graduation, Dylan joined Markovits, Stock & DeMarco, where he quickly gained valuable experience in nearly every facet of the litigation process while skillfully guiding several cases to final judgment, including as a court appointed member of class counsel in multiple actions gaining final approval of class action settlement. In recognition of his achievements, Dylan was named an Ohio Super Lawyers Rising Star in 2021 and 2023. Aside from his litigation practice, Dylan is also a Certified Contract Advisor with the National Football League Players Association.

Education:

University of Cincinnati, J.D. (2018)

University of Colorado at Boulder, B.A. (2015)

Courts Admitted:

- State of Ohio (2018)
- United States District Court, Southern District of Ohio (2019)
- United States District Court, Northern District of Ohio (2022)
- United States District Court, Eastern District of Wisconsin (2022)
- United States Court of Appeals, Sixth Circuit (2023)

Representative Cases:

- *Compound Property Management LLC v. Build Realty, Inc.*, No. 1:19-CV-133, 2023 WL 2140981 (S.D. Ohio Feb. 21, 2023) (granting contested class certification of claims related to complex real estate lending scheme in civil RICO action and appointing Mr. Gould as a member of class counsel);
- *Voss v. Quicken Loans*, No. A 2002899, 2023 WL 1883124 (Feb. 8, 2023 Ohio Com.Pl.) (granting contested class certification of action under Ohio Revised Code § 5301.36 and appointing Mr. Gould as member of class counsel);
- *Benedetto v. The Huntington National Bank*, No. A1903532 (Hamilton County, Ohio Court of Common Pleas) (served as member of class counsel in class action related to untimely mortgage releases that recently received final approval of class action settlement);
- *Engle v. Talbert House*, No. A2103650 (Hamilton County Court of Common Pleas, Ohio) (court appointed member of class counsel in data breach action that recently received final approval of class action settlement)
- *Lutz v. Electromed, Inc.*, No. 21-cv-2198 (D. Minn.) (court appointed member of class counsel in data breach action that recently gained preliminary approval of \$825,000 settlement)
- *Reynolds v. Concordia University*, St. Paul, No. 0:21-CV-2560 (D. Minn.) (serving as a member of proposed class counsel for the plaintiff in case based on the unavailability of clinical experience for nursing students);

Affiliations:

Cincinnati Bar Association

Ohio State Bar Association

JONATHAN T. DETERS

Jon is a Cincinnati native whose legal practice is focused on complex civil litigation, class action litigation, personal injury law, and sports & entertainment law. Jon has been a litigator since the start of his career, and his clients have included individuals, businesses, local governments, and government officials. Jon's experience serving as both plaintiff and defense counsel make him uniquely qualified and well-suited to represent individual and corporate clients in litigation. Jon has been designated as an Ohio Super Lawyers "Rising Star" from 2019-present, which is a distinction awarded to less than 2.5% of Ohio attorneys under the age of 40.

Before joining Markovits, Stock & DeMarco in January 2022, Jon practiced at Schroeder, Maundrell, Barbieri & Powers, an Ohio law firm specializing in civil litigation, personal injury, and constitutional law. While in law school, Jon served as a constable in the Hamilton County Ohio Court of Common Pleas for the Honorable Steven E. Martin and worked as law clerk at the Law Office of Steven R. Adams.

Education:

Salmon P. Chase School of Law at Northern Kentucky University, J.D. (2015)

Xavier University, Cincinnati, Ohio, Honors Bachelor of Arts (2012)

Representative Cases:

- *Baker v. Carnine*, No. 1:19-CV-60 (2022), United States District Court, Southern District of Ohio
- *Jones v. Vill. of Golf Manor*, No. 1:18-CV-403 (2020), United States District Court, Southern District of Ohio
- *Vaduva v. City of Xenia*, 780 F. App'x 331 (2019), United States Court of Appeals, Sixth Circuit
- *Gillispie v. Miami Twp.*, No. 3:13-CV-416 (2017), United States District Court, Southern District of Ohio
- *City of Mt. Healthy v. Fraternal Ord. of Police, Ohio Lab. Council, Inc.*, 101 N.E.3d 1163 (2017), Ohio First District Court of Appeals

Community Involvement:

- Cincinnati Bar Association, *Member*
- Ohio Bar Association, *Member*
- Boy Hope Girls Hope of Cincinnati, *Young Professionals Board Member*
- Board of Trustees of the New St. Joseph Cemetery, Cincinnati, Ohio, *Member*

Courts Admitted:

- State of Ohio
- United States District Court, Southern District of Ohio
- United States Court of Appeals, Sixth Circuit

EXHIBIT 3

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

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

Plaintiff,

v.

PACIFIC CITY BANK,

Defendant.

Case No. 21STCV45922

**AMENDED DECLARATION OF MIN
WOO BAE IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Min Woo Bae, declare:

1. I am over the age of 18 and the Plaintiff in the above-captioned matter and proposed class action against Defendant Pacific City Bank (“PCB”). If called as a witness, I would competently testify to the matters herein from personal knowledge.

2. I am filing this declaration in support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement.

3. I am one of PCB’s customers. I provided my personally identifiable information (“PII”) to PCB in the course of receiving banking services with the understanding that my information would be protected, maintained, and safeguarded from unauthorized use or disclosure.

4. I received a notice about the data breach from PCB on or about August 30, 2021. I understand that my PII was likely stolen, and I also provided PCB with PII, including but not limited which may have included: loan applications, tax returns, Form W-2, payroll records, names, addresses, Social Security numbers, and other tax information.

5. Since the data breach, I have made reasonable efforts to mitigate the impact of the data breach, including but not limited to, researching the data breach and reviewing credit reports and financial account statements for any indications of actual or attempted identity theft or fraud.

6. I initiated contact with my attorneys regarding the data incident in which my PII was potentially exposed to unauthorized individuals, and subsequently commenced this lawsuit against PCB.

1 I also entered into a written representation agreement with my attorneys. The main purpose of the lawsuit
2 is to stop and/or correct what I believe to be an unlawful business practice by PCB in systematically failing
3 to protect personal information they collected about me and other similarly situated individuals.

4 7. Before commencing this lawsuit, my attorneys informed me of the responsibilities of a
5 class representative. I understand these responsibilities include assuming fiduciary responsibility to
6 prosecute the lawsuit on behalf of absent class members; make the decision to initiate the lawsuit; assist
7 with discovery, sit for a deposition, and—if the class is certified—assist with the trial, including appearing
8 and testifying in court, and working with Class Counsel on behalf of the absent class members. Further, I
9 am willing and prepared to put the interest of absent class members before my own and seek an outcome
10 that is in the best interest of absent class members.

11 8. Through my attorneys, I have reviewed the complaint and other filings and had the
12 opportunity to provide input and feedback. Moreover, I discussed this matter at length on several occasions
13 with my attorneys to assist in the investigation and discovery process before and after this case was filed.

14 9. I spent many hours reviewing, investigating, and assisting my attorneys carefully, fully,
15 and accurately to prepare the complaint, which included researching specific historical facts about my
16 personal background and a time-consuming review of my personal records.

17 10. To my knowledge, I have no interest that is not in line with the class members, who I
18 understand are people who also had their PII improperly exposed.

19 11. To my knowledge, I have no conflict of interest with my attorneys, the Class, or the
20 California Subclass.

21 12. I believe my attorneys are experienced in representing consumers in class action cases, and
22 I respectfully request that they be appointed to represent the class members.

23 13. I consulted with my attorneys regarding the risks and expenses of continued litigation
24 through trial and possible appeal, and regarding the benefits conferred by the proposed Settlement. My
25 attorneys have kept me fully informed of the status of the litigation and particularly regarding the
26 settlement process and discussions and the proposed Settlement.

27 14. I reaffirm my commitment to prosecute this case and assist my attorneys for the benefit of
28 absent class members.

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15. I believe the terms of the proposed Settlement are fair and reasonable to the Class.

16. There are no side agreements, and I am not receiving any special benefits through this Settlement as a result of my position as the Class Representative.

17. I respectfully request to be appointed as the Class Representative in this action.

18. I also support the Settlement and respectfully request the Court grant Preliminary Approval of the Class Action Settlement.

19. I have reviewed the proposed fee-splitting agreement among Plaintiff’s counsel and have consented to the fee-splitting arrangement in writing.

I declare under penalty of perjury under the laws of California and the United States of America that the foregoing is true and correct. Executed this July 28, 2023, at Los Angeles, California.

MIN WOO BAE

Min Woo Bae

EXHIBIT 4

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**DECLARATION OF BRANDON
SCHWARTZ REGARDING PROPOSED
NOTICE PLAN AND ADMINISTRATION**

Judge: William F. Highberger

1 I, Brandon Schwartz, declare as follows:

2 1. I serve as the Director of Notice at Postlethwaite & Netterville, APAC ("P&N"), a
3 comprehensive legal administration firm specializing in the development, implementation, and impartial
4 management of intricate legal notification programs. P&N was asked by Counsel to devise and execute the
5 proposed Notice Plan, as well as administer the claims process in the above-referenced matter (the
6 "Action").¹ The statements presented herein are based on my personal knowledge, as well as information
7 provided by other skilled P&N professionals operating under my supervision, along with my examination of
8 information and documents furnished by Counsel.

9 2. P&N routinely undertakes the creation and execution of notice plans, along with the
10 administration of diverse class action and mass action settlements. Our expertise extends across a wide array
11 of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort,
12 antitrust, insurance, and healthcare. The accomplished members of the P&N team possess extensive
13 experience in the design and implementation of notice procedures involving various aspects of class
14 certification and settlement programs. For more detailed information about P&N, visit our website at
15 www.pnclassandmass.com.

16 **EXPERIENCE**

17 3. Drawing upon over 15 years of extensive expertise in class action, advertising, media, and
18 marketing, I have cultivated comprehensive noticing solutions encompassing all facets of class action
19 certification and settlement. My proficiency extends to a deep understanding of email and postal distribution
20 methodologies, reach and frequency analysis, strategic media generation, meticulous demographic research,
21 media plan design, effective media development and procurement, commercial and video production
22 creation, and the adept application of best practices for effective social media outreach.

23 4. I have designed and implemented notice campaigns for more than 100 high-profile cases in
24 addition to the hundreds of cases I have managed. Some of my notice plans include: *Miracle-Pond, et al. v.*
25 *Shutterfly, Inc*, No. 2019-CH-07050 (Cir. Ct. Cook Canty.); *Baldwin et al. v. National Western Life Insurance*

26 _____
27 ¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the
28 Settlement Agreement.

1 *Company*, No. 2:21-cv-04066 (W.D. Mo.); *Hadley v. Kellogg Sales Co.*, No. 5:16-cv-04955 (N.D. Cal.);
2 *Siddle, et al. v. The Duracell Company, et al.*, No. 4:19-cv-00568 (N.D. Cal.); *Jones v. Monsanto*, No. 4:19-
3 cv-00102 (W.D. Mo.); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-
4 00850 (E.D. Va.); and *Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, No. 2:10-md-
5 02179 (E.D. La.). A description of my experience is attached as **Exhibit A**.

6 5. As outlined in the following section, the courts have consistently acknowledged both the
7 credibility of P&N (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of my class action
8 notice plans. Illustrative court opinions affirming the sufficiency of P&Ns notice plans include:

9 a. On December 12, 2022, in the Order in *LaPrairie v. Presidio, Inc., et al.*, No. 1:21-
10 CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. ruled:

11 The Class Members have been given proper and adequate notice of the
12 Settlement, fairness hearing, Class Counsel's application for attorneys'
13 fees, and the service award to the Settlement Class Representative. An
14 affidavit or declaration of the Settlement Administrator's compliance with
15 the Notice process has been filed with the Court. The Notice process as set
16 forth in the Settlement Agreement and ordered in the Preliminary Approval
17 Order constitutes the best notice practicable under the circumstances and
18 constitutes valid, due, and sufficient notice to all Class Members in
19 accordance with the requirements of Federal Rule of Civil Procedure
20 23(c)(2).

21 b. On September 28, 2022, in the Order in *Rivera, et al. v. Google LLC*, 2019-CH-00990
22 (Ill. Cir. Ct. Cook Cnty.), Judge Anna M. Loftus ruled:

23 Pursuant to this Court's Order granting preliminary approval of the
24 Settlement, Postlethwaite & Netterville, APAC ("P&N") served as
25 Settlement Administrator. This Court finds that the Settlement
26 Administrator performed all duties thus far required as set forth in the
27 Settlement Agreement.

28 The Court finds that the Settlement Administrator has complied with the
approved notice process as confirmed by its Declaration filed with the
Court. The Court further finds that the Notice plan set forth in the Settlement
as executed by the Settlement Administrator satisfied the requirements of
Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably
calculated and constituted the best notice practicable to apprise Settlement
Class Members of the nature of this litigation, the scope of the Settlement
Class, the terms of the Settlement, the right of Settlement Class Members
to object to the Settlement or exclude themselves from the Settlement Class
and the process for doing so, and of the Final Approval Hearing.

1 Accordingly, the Court finds and concludes that the Settlement Class
2 Members have been provided the best notice practicable under the
3 circumstances, and that the Notice plan was clearly designed to advise the
4 Settlement Class Members of their rights.

5 c. On June 16, 2022, in the Order in *Baldwin et al. v. National Western Life Insurance*
6 *Company*, No. 2:21-cv-04066 (W.D. Mo.), Judge Willie J. Epps, Jr ruled:

7 The Court finds that such Notice as therein ordered, constituted the best
8 possible notice practicable under the circumstances and constitutes valid,
9 due, and sufficient notice to all Settlement Class Members in compliance
10 with the requirements of Rule 23(c)(2).

11 d. Additionally, on April 19, 2021, in the Order Granting Plaintiff's Unopposed Motion
12 for Final Approval of Class Action Settlement in *Siddle, et al. v. The Duracell Company, et*
13 *al.*, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato ruled:

14 The Court finds that the Class Notice and Claims Administration procedures
15 set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil
16 Procedure and the requirements of due process, were the best notice
17 practicable under the circumstances, provided due and sufficient individual
18 notice to all persons in the Settlement Class who could be identified through
19 reasonable effort, and support the Court's exercise of jurisdiction over the
20 Settlement Class as contemplated in the Agreement and this Final Approval
21 Order.

22 OVERVIEW

23 6. Based on our review of the Settlement Agreement, there are two proposed classes arising out
24 of the August 30, 2021 Data Incident. The two classes consist of the:

25 **Nationwide Settlement Class:** All natural persons residing in the United States who were sent a
26 Notice Letter notifying them that their Private Information was potentially compromised in the Data
27 Incident. The Class specifically excludes: (i) all Persons who timely and validly request exclusion
28 from the Class; (ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other
Person found by a court of competent jurisdiction to be guilty under criminal law of initiating,
causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo*
contendere to any such charge.

California Subclass: All natural persons residing in California who were sent a Notice Letter
notifying them that their Private Information was potentially compromised in the Data Incident. The
Class specifically excludes: (i) all Persons who timely and validly request exclusion from the Class;
(ii) the Judge assigned to evaluate the fairness of this settlement; and (iii) any other Person found by
a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or
abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any
such charge.

1 Class Member, P&N will update the address accordingly. In instances where a Postcard Notice is returned
2 with forwarding address information, P&N will re-send to the newly provided address. For any Postcard
3 Notices that are returned as undeliverable, P&N will utilize standard skip-tracing techniques to obtain
4 forwarding address information. If skip-tracing yields an alternative forwarding mailing address, P&N will
5 re-mail the notice to the address identified through the skip-tracing process.

6 **Settlement Website**

7 11. P&N will create and maintain a website, www.pcbsettlement.com, dedicated to this
8 Settlement. The website address will be prominently included in the Short and Long Notice (collectively, the
9 “Notices”). The Notices, along with other relevant documents such as the Preliminary Approval Order, the
10 Settlement Agreement, and Claim Form, will be posted on the Settlement Website for Class Members to
11 review and download. The Settlement Website will also allow Class Members to file a claim electronically,
12 and include relevant dates, other case-related information, instructions for how to be excluded from the Class
13 or object to the Settlement, and contact information for the Settlement Administrator.

14 **Dedicated Toll-Free Hotline**

15 12. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per
16 week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain
17 essential information regarding the Settlement and be provided responses to frequently asked questions. Class
18 Members will also have the option to leave a voicemail and receive a call back from the Administrator.

19 **Requests for Exclusion**

20 13. Class Members that want to exclude themselves from the Class may submit a request for
21 exclusion by mail to a dedicated Post Office Box that P&N will maintain. P&N will monitor all mail delivered
22 to that Post Office Box and will track all exclusion requests received, which will be provided to the Parties.

23 **CONCLUSION**

24 14. The proposed Notice Plan encompasses individualized direct notice, crafted in accordance
25 with the principles of plain language guidance, to all members of the Class who can be identified through
26 reasonable efforts.

27 15. It is my opinion based on my expertise and experience, as well as that of my team, that this
28

1 method of focused notice dissemination provides effective notice in this Action, will provide the best notice
2 that is practicable, adheres to Cal. R. 3.766 and Fed. R. Civ. P. 23, follows the guidance set forth in the
3 Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process,
4 including its “desire to actually inform” requirement.³
5

6 I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge
7 and belief.

8 Executed this 26th day of May, 2023 in Portland, Oregon.

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11 Brandon Schwartz

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27 ³ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950)

EXHIBIT A

Brandon Schwartz



Brandon Schwartz is the Director of Notice for P&N Consulting Services Group. He is responsible for developing customized legal notice solutions for clients related to class action notice and claims administration programs.

Brandon has more than 10 years of experience designing and implementing complex notice programs. His knowledge of demographic research, reach and frequency methodology, digital and social media strategies, and Fed R. Civ 23(c)(2) compliance keep clients informed of the best practices in legal notice design. He is the author of several articles pertaining to Rule 23 changes and notice

design and implementation.

Brandon has designed and implemented notice campaigns for hundreds of cases in his career. Prior to joining P&N, Brandon was the Director of Notice and Media for a large claims administrator where he was responsible for overseeing cases such as: *In re Ductile Iron Pipe Fittings (“DIPF”) Indirect Purchaser Antitrust Litigation*; *In re Sony PS3 “Other OS” Litigation*; *Gordon v. The Hain Celestial Group et al*; and *Smith, et al. v. Floor & Decor Outlets of America, Inc.*

EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

ARTICLES

- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California’s Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement,

the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation***, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- ***Krommenhock, et al. v. Post Foods, LLC***, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Lisa Jones et al. v. Monsanto Company, et al.***, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e) factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

- ***Winters et al. v. Two Towns Ciderhouse Inc.***, No. 3:20-cv-00468-BAS-BGS (C.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz Decl.”) ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.). Thus, the Court finds the Notice complies with due process.

- ***Siddle, et al. v. The Duracell Company, et al.***, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- ***Fabricant v. Amerisave Mortgage Corporation***, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- ***Edward Makaron et al. v. Enagic USA, Inc.***, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***John Karpilovsky and Jimmie Criollo, Jr. et al v. All Web Leads, Inc.***, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Hartig Drug Company Inc., v. Senju Pharmaceutical LTD., and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff’s Unopposed Motion to Distribute Notice to the Settlement Class (“Schwartz Declaration”). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order – were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

- **In re: Sony PS3 “Other OS” Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the “Notice Program”), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.

- **In re: Ductile Iron Pipe Fittings (“DIPF”) Indirect Purchaser Antitrust Litigation**, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court’s orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.

LEGAL NOTICE CASES

Case Caption	Docket Number	Court
Gilmore, et al. v. Monsanto Company, et al.	3:21-cv-8159	N.D. Cal.
Rivera, et al. v. Google LLC	19-CH-00990	Cir. Ct. Cook Cnty.
Copley v. Bactolac Pharmaceutical, Inc. et al.	2:18-cv-00575	E.D.N.Y.
James v. CohnReznick LLP	1:21-cv-06544	S.D.N.Y.
Doe v. Virginia Mason	19-2-26674-1	Wash. Super.
LaPrairie v. Presidio, Inc., et al.	1:21-cv-08795	S.D.N.Y.
Richardson v. Overlake Hospital Medical Center et al.	20-2-07460-8	Wash. Super.
Weidman, et al., v. Ford Motor Company	2:18-cv-12719	E.D. Mich.
Siqueiros et al. v. General Motors, LLC	3:16-cv-07244	N.D. Cal.
Vaccaro v. Delta Drugs, II. Inc.	20STCV28871	Cal. Super.
Hosch v. Drybar Holdings LLC	2021-CH-01976	Cir. Ct. Cook Cnty.
Davidson v. Healthgrades Operating Company, Inc.	21-cv-01250	D. Colo.
Baldwin et al. v. National Western Life Insurance Co.	2:21-cv-04066	W.D. Mo.
Deien v. Seattle City Light	19-2-21999-8	Wash. Super.
Blake Chapman et al. v. voestalpine Texas, LLC, et al.	2:17-cv-00174	S.D. Tex.
Hanson v. Welch Foods Inc.	3:20-cv-02011	N.D. Cal.
McMorrow v. Mondelez International, Inc.	3:17-cv-02327	S.D. Cal.
Hadley, et al. v. Kellogg Sales Company	5:16-cv-04955	N.D. Cal.
Miracle-Pond, et al. v. Shutterfly, Inc.	16-cv-10984	Cir. Ct. Cook Cnty.
In Re: Sonic Corp. Customer Data Breach Litigation	1:17-md-02807	N.D. Ohio
In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation	3:18-cv-00850	E.D. Va.
Krommenhock, et al. v. Post Foods, LLC	3:16-cv-04958	N.D. Cal.
Daley, et al v. Greystar Management Services LP, et al	2:18-cv-00381	E.D. Wash.
Brianna Morris v. FPI Management Inc.	2:19-cv-0128	E.D. Wash.
Kirilose Mansour v. Bumble Trading Inc.	RIC1810011	Cal. Super.
Clopp et. al. v. Pacific Market Research, LLC et. al.	21-2-08738-4	Wash. Super.
Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.	12-2059	E.D. La.
Jackson-Battle v. Navicent Health, Inc.	2020-cv-072287	Ga Super.
Richardson v. Overlake Hospital Medical Center et al.	20-2-07460-8	Wash. Super.
Fabricant v. Amerisave Mortgage Corp	2:19-cv-04659	C.D. Cal.
Jammeh v. HNN Assoc.	2:19-cv-00620	W.D. Wash.
Farruggio, et al. v. 918 James Receiver, LLC et al.	3831/2017	N.Y. Sup Ct
Winters, et al. v. Two Towns Ciderhouse Inc.	3:20-cv-00468	S.D. Cal.
Siddle, et al. v. The Duracell Company, et al.	4:19-cv-00568	N.D. Cal.
Lisa Jones et al. v. Monsanto Company	4:19-cv-00102	W.D. Mo.
Makaron v. Enagic USA, Inc.	2:15-cv-05145	C.D. Cal.
John Karpilovsky, et al. v. All Web Leads, Inc.	1:17-cv-01307	N.D. Ill.
Hughes et al. v. AutoZone Parts Inc. et al.	BC631080	Cal. Super.
Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections	3:17-cv-0586	W.D. Wash.
Aaron Van Fleet, et al. v. Trion Worlds Inc.	535340	Cal. Super.
Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)	1:16-cv-11675	N.D. Ill.
Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)	1:16-cv-11675	N.D. Ill.
Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.	BC652939	Cal. Super.

Case Caption	Docket Number	Court
Cajuns for Clean Water, LLC, et al v. Cecilia Water Corporation, et al.	82253	La. Dist.
In re: Sony PS3 “Other OS” Litigation	4:10-cv-01811	N.D. Cal.
In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation	3:12-cv-00169	D.N.J.
In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation	3:12-cv-00711	D.N.J.
Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.	1:14-cv-00719	D. Del.
Gordon v. The Hain Celestial Group, et al.	1:16-cv-06526	S.D.N.Y.
In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico – Economic and Property Damages Settlement (MDL 2179)	2:10-md-02179	E.D. La.
In re: Google Inc. Cookie Placement Consumer Privacy Litigation (MDL 2358)	1:12-md-02358	D. Del.
In re: Pool Products Distribution Market Antitrust Litigation (MDL 2328)	2:12-md-02328	E.D. La.
In re: Polyurethane Foam Antitrust Litigation (MDL 2196)	1:10-md-2196	N.D. Ohio
In re: Processed Egg Products Antitrust Litigation (MDL 2002)	2:08-md-02002	E.D. Pa.
In re: The Flintkote Company and Flintkote Mines Limited	1:04-bk-11300	Bankr. D. Del.
In re: Prograf (Tacrolimus) Antitrust Litigation (MDL 2242)	1:11-cv-02242	D. Mass.
Markos v. Wells Fargo Bank, N.A.	1:15-cv-01156	N.D. Ga.
Cross v. Wells Fargo Bank, N.A.	1:15-cv-01270	N.D. Ga.
Ferrick v. Spotify USA Inc.	1:16-cv-08412	S.D.N.Y.
In re: Parmalat Securities Litigation (MDL 1653)	1:04-md-01653	S.D.N.Y.
Smith v. Floor and Décor Outlets of America, Inc.	1:15-cv-04316	N.D. Ga.
Schwartz v. Intimacy in New York, LLC	1:13-cv-05735	S.D.N.Y.
In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation (MDL 2426)	2:13-md-02426	D. Me.
Young v. Wells Fargo & Co	4:08-cv-00507	S.D. Iowa
In re: Credit Default Swaps Antitrust Litigation (MDL 2476)	1:13-md-02476	S.D.N.Y.
Anthony Frank Lasseter et. al. v. Rite-Aid	09-cv-2013-900031	Ala. Cir. Ct.
Khoday v. Symantec Corp.	0:11-cv-00180	D. Minn.
MacKinnon, Jr v. IMVU	1-11-cv-193767	Cal. Super.
Ebarle et al. v. LifeLock, Inc.	3:15-cv-00258	N.D. Cal.
Sanchez v. Kambousi Restaurant Partners (“Royal Coach Diner”)	1:15-cv-05880	S.D.N.Y.
Schwartz v. Avis Rent A Car System	2:11-cv-04052	D.N.J.
Klein v. Budget Rent A Car System	2:12-cv-07300	D.N.J.
Pietrantonio v. Kmart Corporation	15-5292	Mass. Cmmw.
Cox et al., v. Community Loans of America, Inc., et al.	4:11-cv-00177	M.D. Ga.
Vodenichar et al. v. Halcón Energy Properties, Inc. et al.	2013-512	Pa. Com. Pleas
State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.	1208 10246	Or. Cir.
Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med	0:13-cv-62019	S.D. Fla.
Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.	03-2-33553-3	Wash. Super.

Case Caption	Docket Number	Court
Phillips v. Bank of America	15-cv-00598	Cal. Super.
Ziwczyn v. Regions Bank and American Security Insurance Co.	1:15-cv-24558	S.D. Fla
Dorado vs. Bank of America, N.A.	1:16-cv-21147	S.D. Fla
Glass v. Black Warrior Electric	cv-2014-900163	Ala. Cir.
Beck v. Harbor Freight Tools USA, Inc.	15-cv-00598	Ohio Com. Pleas
Ligon v. City of New York, et al.	12-cv-2274	S.D.N.Y.
Abdellahi, et a., vs. River Metals Recycling, LLC	13-CI00095	Ky. Cir.
Alegre v. XPO Last Mile, Inc.	2:15-cv-02342	D.N.J.
Jack Leach et al. v. E.I. du Pont de Nemours and Co.	01-C-608	W. Va. Cir.
Hayes , et al. v. Citizens Financial Group Inc., et al.	1:16-cv-10671	D. Mass.
In re: Foreign Exchange Benchmark Rates Antitrust Litigation	1:13-cv-07789	S.D.N.Y.
Flo & Eddie, Inc. v. Sirius XM Radio, Inc.	2:13-cv-05693	C.D. Cal.
Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah	C13-02656	Cal. Super.
Filannino-Restifo, et al. v. TD Bank, N.A.	0:18-cv-01159	D.N.J.
United States v. Takata Corporation	2:16-cv-20810	E.D. Mich.
Free Range Content, Inc. v. Google Inc.	5:14-cv-02329	N.D. Cal.
Bautista v. Valero Marketing and Supply Company	3:15-cv-05557	N.D. Cal.
Devin Forbes and Steve Lagace -and- Toyota Canada Inc.	cv-16-70667	Ont. Super. Ct.
Thierry Muraton -and- Toyota Canada Inc.	500-06-000825-162	Que. Super. Ct.
In re: Residential Schools Class Action Litigation	00-cv-192059	Ont. Super. Ct.
In re: Tricor Antitrust Litigation	05-340	D. Del.
Masztal v. City of Miami	3D06-1259	Fla. Dist. App.
In re: Tribune Company, et al.	08-13141	D. Del.
Marian Perez v. Tween Brands Inc.	14-cv-001119	Ohio Com. Pleas
Ferguson v. Safeco	DV 04-628B	Mont. Dist.
Williams v. Duke Energy	1:08-cv-00046	S.D. Ohio
Boone v. City of Philadelphia	2:05-cv-01851	E.D. Pa.
In re: Lehman Brothers Inc.	08-13555, 08-01420	Bankr. S.D.N.Y.
In re: Department of Veterans Affairs (VA) Data Theft Litigation (MDL No. 1796)	1:06-md-00506	D.D.C.
In re: Countrywide Customer Data Breach Litigation (MDL No. 1998)	3:08-md-01998	W.D. Ky.
In re: Checking Account Overdraft Litigation (MDL No. 2036)	1:09-md-02036	S.D. Fla.
In re: Heartland Data Security Breach Litigation (MDL No. 2046)	4:09-md-02046	S.D. Tex.
Schulte v. Fifth Third Bank	1:09-cv-06655	N.D. Ill.
Mathena v. Webster Bank, N.A.	3:10-cv-01448	D. Conn.
Delandro v. County of Allegheny	2:06-cv-00927	W.D. Pa.
Trombley v. National City Bank	1:10-cv-00232	D.D.C.
Fontaine v. Attorney General of Canada	00-cv-192059 CP	Ont. Super. Ct.
Marolda v. Symantec Corp.	3:08-cv-05701	N.D. Cal.



EXHIBIT B

Introduction

Postlethwaite & Netterville, APAC, (P&N) offers technical experience and diverse resources that are unique to the class action settlement administration space.

Experience: Since 1999, P&N has successfully administered numerous class action settlements in state court and federal court (including multidistrict litigation). Our team has processed and reviewed claims and managed distributions for settlements involving billions of dollars in settlement funds.

Breadth, Depth and Flexibility of Resources: Our approach to settlement administration provides a dedicated core team that is able to draw upon numerous specialized resources across diverse service areas within our firm of over 400 employees as needs arise.

We leverage the knowledge and experience of professionals holding the following designations, among others:

- Juris Doctor (JD)
- Project Management Professional (PMP)
- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)
- Certified Information Systems Auditor (CISA)
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)
- Certified Information Systems Security Professional (CISSP)
- Certified Security Engineer (CSE)
- Certified Information Security Manager
- Certified in Risk and Information Systems Control

Capabilities and Experience Rooted in Quality and Objectivity: As a 65+ year old accounting and business advisory firm, objectivity, integrity, and quality have been the cornerstones of our sustained success. These principles drive our work product, our decision-making, and our interactions with clients and team members. ***Our teams are well-versed in the development of and adherence to stringent quality assurance and quality control standards across a variety of disciplines.***



Notable Claims Administration Experience and Testimonials

The cornerstones of P&N's success as a firm translate well to the administration of large settlement programs, and our quality of work is particularly apparent in matters involving complex claims. P&N receives consistent positive feedback from clients related to our attention to detail and responsiveness:

"P&N did an outstanding job. Key factors that separated them from the pack were attention to detail and responsiveness. In the fluid process of administering a class settlement P&N was there for us at every step of the way responding to most requests within minutes."

Mark Greenstone, Plaintiff's Co-Lead Counsel

Our team has significant experience in complex settlement matters, including the following subset of our overall experience:

In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)

Nature of Work: In cooperation with our project partner, The Notice Company, Inc., P&N performs claims administration services for indirect purchaser class action settlements in this multidistrict litigation totaling over \$547,750,000 to date. The scope of P&N's services includes (1) custom website and database application development and maintenance, (2) claim data acquisition and management, (3) claims processing and validation, (4) claims deficiency and audit processing, (5) quality control and fraud, waste, and abuse monitoring, (6) custom reporting, (7) call center support and claimant communications, (8) claim allocation determination and distribution, and (9) project management services.

In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)

Nature of Work: P&N was approved by the United States District Court for the Eastern District of Louisiana to process business economic loss and seafood harvester claims within the Deepwater Horizon Economic and Property Damages Settlement. P&N participated in determining over \$1 billion in eligible claims within the first six months of the program and approximately \$10 billion to date. P&N committed a significant multi-city team of 400+ accounting and finance professionals to the ongoing effort, providing claim eligibility review, economic damages calculations, and claimant communications for over 100,000 businesses and seafood harvesters with representation from 2,000+ law and accounting firms.



In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)

Nature of Work: P&N provides claims administration services related to custom technology development, project management, and attorney communications support. In coordination with the Court-appointed Special Master, Randi S. Ellis, P&N has developed secure, customized, web-based technology applications that are the framework for claim filing and document management efforts for over 130 participating law firms. Our claims platform also serves as both the central repository for personal injury claims adjudication and allocation functions of the Special Master.

“I have worked with P&N on multiple large settlement projects in my role as Special Master. We are currently working together to administer a mass tort settlement where their technology platform has been able to streamline the claims process and securely manage sensitive claimant data. They are always willing to brainstorm with me when I need assistance which is why they have become a trusted partner and my first call! ”

Randi Ellis, Court-Appointed Special Master

In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)

Nature of Work: P&N developed a secure, customized, web-based database application that served as the framework for claim filing and document management efforts for approximately 3,700 personal injury claims. In cooperation with the Special Master, Daniel J. Balhoff, P&N also provided project management services to facilitate the logistics of the claims process life cycle. Our claims database technology also served as both the central repository for claims determinations and allocation reporting to the Plaintiff Steering Committee and Lien Resolution Administrator.

“P&N was tasked with building out a user friendly settlement submission web-based platform, training the law firms on how it would be used, coordinating with the Special Master and Claims Administrator reviewers, exchanging information with the third party lien resolution group, and providing responsive updates and reporting to the litigation lead counsel and individual participating law firms. P&N did a phenomenal job in all respects.

Throughout the process, P&N provided personalized and immediately responsive service. Reporting was routinely updated and modified based upon new requests from lead counsel and the individual submitting firms were provided one-on-one service when needed. Based on my experiences with P&N, I would certainly recommend them and will actively seek to include project bids from them in any future resolution programs in which I have a part.”

Jon C. Conlin, Plaintiffs' Co-Lead Counsel



In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)

Nature of Work: P&N provided full scale notice and claims administration services for this multi-settlement MDL involving over \$45,000,000 in settlement funds. The scope of P&N's services includes (1) notice administration, (2) custom website and database application development and maintenance, (3) claim data acquisition and management, (4) claims processing and deficiency curing, (5) call center support and claimant communications, (6) claim allocation determination and distribution, and (7) quality control and project management services.

"In serving as a Court-appointed Special Master, I have worked with P&N's claims administration team on several occasions. I have always found them to be extremely attentive to detail, responsive, and committed to a high quality work product. Furthermore, they are proactive – once I tell them my goals, they come up with creative solutions to get there. The bottom line is that I can trust them to do the job right in a timely and efficient manner."

Daniel J. Balhoff, Court-Appointed Special Master



P&N Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Daley, et al. v. Greystar Management Services LP, et al.***, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class...was the best practicable notice under the circumstances. The Class Notice program...was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- ***Mansour, et al. v. Bumble Trading, Inc.***, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- ***Hadley, et al. v. Kellogg Sales Company***, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC (“P&N”) completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration (“Schwartz Decl.”) ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members’ response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court’s Preliminary Approval Order; b. The Class Notice:(i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and

constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.***, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections***, 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- ***John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.***, 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D. La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

(a) constituted the best practicable notice to Class Members under the circumstances;
(b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;

(c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;

(d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;

(e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;

(f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;

(g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and

(h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.

Class Action & Mass Tort Settlement Administration

P&N provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, P&N has processed billions of dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class action and mass tort litigations.

SAMPLE CASE EXPERIENCE



ENVIRONMENTAL/TOXIC TORTS

- In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- Sanchez et al v. Texas Brine, LLC et al.
- In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Howard, et al. v. Union Carbide Corporation



CONSUMER

- Jones et al. v. Monsanto Co.
- Siddle et al. v. The Duracell Co. et al.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Strong v. Numerica Credit Union
- Schexnayder Jr, et al. v. Entergy Louisiana, Inc., et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Duhe, Jr., et al. v. Texaco, Inc., et al.
- Martinez, et al. v. Sun West Mortgage Company, Inc.



TCPA

- Fabricant v. AmeriSave Mortgage Corp.
- Snyder, et al. v. U.S. Bank, N.A., et al. (Deutsche Bank Settlement and Wilmington Trust Settlement)
- Makaron v. Enagic USA, Inc.
- Story v. Mammoth Mountain Ski Area, LLC



MASS TORTS

- In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)[†]
- In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[†]
- Chevron Richmond Refinery Fire Settlement
- DePuy ASR Inventory Settlement[‡]
- Essure Product Liability Inventory Settlement[‡]



ANTITRUST

- In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)^{*}
- In Re: Interior Molded Doors Antitrust Litigation (Indirect)



DATA BREACH

- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- Jackson-Battle, et al. v. Navicent Health, Inc.

^{*}Services provided in cooperation with The Notice Company, Inc.

[†]Services provided in cooperation with the Court-Appointed Special Master

[‡]Inventory settlement

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

3 Service List

4 BAKER & HOSTETLER LLP 5 Matthew D. Pearson 6 600 Anton Boulevard, Suite 900 7 Costa Mesa, CA 92626-7221 8 Phone: 714-754-6600 9 Email: mpearson@bakerlaw.com	Attorney for Defendant, Pacific City Bank
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