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*Attorneys for Plaintiff and the Proposed Class*

**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**

**DECLARATION OF JOSEPH M. LYON  
SUPPORT OF PLAINTIFF’S MOTION  
FOR ATTORNEYS’ FEES, EXPENSES,  
AND SERVICE AWARD**

**DATE: February 9, 2024  
TIME: 8:30 a.m.  
DEPT.: 10**

Complaint filed: December 16, 2022

1 I, Joseph M. Lyon, declare:

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

5 2. I am filing this declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Expenses  
6 and Service Award.

7 3. I am the proposed Class Counsel in this case along with Kiley Grombacher of Bradley  
8 Grombacher and Terence R. Coates of Markovits, Stock & DeMarco, LLC. I have participated as counsel  
9 for Plaintiff Bae from the time of investigating the case before the Complaint was filed through the present,  
10 including attending both mediations.

11 4. I have monitored my firm’s and the other Plaintiff’s firms’ participation in this matter from  
12 2022 to the present. I have reviewed my firm’s detailed time entries and detailed expenses and can confirm  
13 that each are valid, incurred in the ordinary course of business, and were expended in this matter to assist  
14 in achieving the Settlement Fund. I have also confirmed with Mr. Coates and Ms. Grombacher that they  
15 have detailed time entries and receipts supporting the lodestar and expenses totals that are included in this  
16 Declaration. The contents of this Declaration are based upon my own personal knowledge, my experience  
17 in handling many class action cases, and the events of this litigation.

18 5. As a member of Class Counsel, my firm has been centrally involved in all aspects of this  
19 litigation from the initial investigation to the present. Class Counsel and Defendant’s counsel are  
20 experienced in class action litigation.

21 6. I have been appointed class counsel in several data breach class action including, among  
22 others: *Devine v. Health Aid of Ohio, Inc.*, No. CV-21-948117 (Cuyahoga County Court of Common Pleas,  
23 Ohio; co-lead counsel; Final Approval granted related to health care provider creating claims made  
24 settlement valued in excess of \$12.5 million); *Migliaccio v. Parker Hannifin Corp.*, No. 1:22-CV-00835  
25 (N.D. Ohio; interim co-lead counsel; final approval granted for \$1.75 million common fund); *In re*  
26 *Southern Ohio Health Systems Data Breach*, No. A2101886 (Hamilton County, Ohio; co-lead counsel;  
27 final approval granted for \$1.95 million common fund arising from data breach of health systems); *Engle*  
28 *v. Talbert House*, No. A 2103650 (Hamilton County, OH; co-lead counsel; final approval for data breach

1 class action involving unauthorized disclosure of health care data establishing claims made process valued  
2 in excess of \$49.84 million); *Rodriguez v. Professional Finance Company, Inc.*, No. 1:22-cv-01679-RMR-  
3 STV, ECF No. 23 (D. Colo.; court-appointed interim class counsel); *In re 20/20 Eye Care Network Inc.*  
4 *Data Breach Litigation*, No. 21-cv-61275 RAR (S.D. Fla.; Executive Committee) (preliminary approval  
5 granted for \$3.0 million common fund); and *Baker v. ParkMobile, LLC*, No. 1:21-cv-02182 (N.D. Ga.;  
6 Steering Committee) (data breach impacting over 21 million customers).

7 7. Mr. Coates is currently participating as a member of plaintiffs' counsel in over 70 data  
8 breach and data privacy cases pending around the country, including serving as co-lead counsel or a  
9 member of plaintiffs' counsel in: *John v. Advocate Aurora Health, Inc.*, No. 22-CV-1253-JPS (E.D. Wis.)  
10 (class counsel for \$12.25 million data privacy class action settlement); *Migliaccio v. Parker Hannifin*  
11 *Corp.*, No. 1:22-CV-00835 (N.D. Ohio) (class counsel for \$1.75 million data breach class action  
12 settlement); *Vansickle v. C.R. England, Inc.*, No. 2:22-cv-00374 (D. Utah) (class counsel in data breach  
13 class actions settlement in principle); *Phillips v. Bay Bridge Administrators, LLC*, No. 1:23-cv-0220-LY  
14 (W.D. Tex.) (class counsel for plaintiffs); *Rodriguez v. Professional Finance Company, Inc.*, No. 1:22-  
15 cv-1679 (D. Colo.) (class counsel for plaintiffs); *Sherwood v. Horizon Actuarial Services, LLC*, No. 1:22-  
16 cv-1495 (N.D. Ga) (class counsel in data breach class actions settlement in principle); *Tracy v. Elekta,*  
17 *Inc.*, No. 1:21-cv-02851-SDG (N.D. Ga.); *Devine v. Health Aid of Ohio, Inc.*, No. CV-21-948117  
18 (Cuyahoga County Court of Common Pleas, Ohio) (court-appointed class counsel in finally-approved  
19 class action settlement); *Engle v. Talbert House*, No. A 2103650 (Hamilton County Court of Common  
20 Pleas, Ohio) (court-appointed class counsel in finally-approved class action settlement); *Lutz v.*  
21 *Electromed, Inc.*, No. 0:21-cv-02198 (D. Minn.) (class counsel in \$825,000 data breach class settlement);  
22 and, *Morelli v. Jim Koons Management Co.*, No. 8:22-cv-00292-GJH (D. Md.) (class counsel in data  
23 breach class action settlement). Furthermore, Mr. Coates holds leadership positions in many other data  
24 privacy lawsuits including *In re Luxottica of America, Inc. Data Security Breach Litigation*, No. 1:20-cv-  
25 00908-MRB (S.D. Ohio; court-approved interim co-liaison counsel); *Tate v. EyeMed Vision Care, LLC*,  
26 No. 1:21-cv-00036 (S.D. Ohio; court-approved liaison counsel); *Medina v. PracticeMax Inc.*, No. CV-22-  
27 01261 (D. Ariz.) (court-appointed Executive Leadership Committee); *In re Netgain Technology, LLC*  
28 *Consumer Data Breach Litigation*, No. 2:10-cv-01210 (D. Minn.; court-appointed member of plaintiffs'

1 steering committee); *In re 20/20 Eye Care Network Inc. Data Breach Litigation*, No. 21-cv-61275 RAR  
2 (S.D. Fla.; Plaintiffs’ Executive Committee); and, *Baker v. ParkMobile, LLC*, No. 1:21-cv-02182 (N.D.  
3 Ga.; Plaintiffs’ Steering Committee).

4 8. Mr. Coates has also served as a member of co-lead counsel in several non-data breach class  
5 action cases including, *Compound Property Management LLC v. Build Realty, Inc.*, 343 F.R.D. 378, (S.D.  
6 Ohio 2023) (appointing Markovits, Stock & DeMarco, LLC as class counsel and certifying classes for  
7 Civil RICO and breach of fiduciary duty claims); *Shy v. Navistar International Corp.*, No. 92-cv-0333-  
8 WHR (S.D. Ohio) (class counsel for settlement valued at over \$742 million); *Walker v. Nautilus, Inc.*, No.  
9 2:20-cv-3414-EAS (S.D. Ohio) (\$4.25 million settlement); *Bechtel v. Fitness Equipment Services, LLC*,  
10 No. 1:19-cv-726-KLL (S.D. Ohio) (\$3.65 million settlement); *Ryder v. Wells Fargo Bank, N.A.*, No.  
11 1:2019-cv-00638 (S.D. Ohio) (member of class counsel in a \$12 million settlement on behalf of roughly  
12 1,830 class members). Moreover, he has extensive experience participating in other high-profile class  
13 action cases including, *In re Fannie Mae Securities Litigation*, No. 1:04-cv-1639, (D.D.C.) (assisted in  
14 representing the Ohio public pension funds as lead plaintiffs in a Section 10b-5 class action resulting in a  
15 \$153 million settlement); and *Williams v. Duke Energy*, No. 1:08-cv-0046 (S.D. Ohio) (served as counsel  
16 for plaintiffs in a complex antitrust and civil RICO class action resulting an \$80.875 million settlement).

17 9. Class Counsel sought to utilize the resources within Plaintiffs’ counsel to efficiently litigate  
18 this matter on behalf of Plaintiffs. With this in mind, Class Counsel took steps to remove the potential for  
19 duplication of work on behalf of Plaintiffs’ counsel. For example, we divided up the research and drafting  
20 for certain sections of the response to Defendant’s motion to dismiss, the preliminary approval filings, and  
21 the settlement negotiations.

22 **CLASS COUNSEL’S ATTORNEYS’ FEES & EXPENSES ARE REASONABLE**

23 10. Under the Settlement, Class Counsel may seek up to 1/3 of the Settlement Fund (\$700,000)  
24 as attorneys’ fees and up to \$30,000.00 in expenses.

25 11. Class Counsel have undertaken this case on a contingency fee basis and have not received  
26 any payment for their work in this case to date and have not been reimbursed for any of their litigation  
27 expenses.

28 12. Los Angeles County courts routinely award attorneys’ fees up to 1/3 of the common fund

1 amount in class action settlements. *See, e.g., Contreras v. Zum Servs., Inc.*, No. 19STCV43062, 2022 WL  
2 4295607, at \*5-6 (Mar. 25, 2022 Cal.Super.) (Riff, J.) (“Plaintiffs seek attorneys’ fees and costs in the  
3 amount of approximately \$633,333, which is 1/3 of the settlement amount. . . . The court approves an  
4 attorneys' fee award equal to 1/3 of the total settlement amount as reasonable.”); *Halcomb v. Autism*  
5 *Response Team Inc.*, No. BC604363, 2018 WL 4278937, at \*6 (July 18, 2018 Cal.Super.) (Nelson, J.)  
6 (“The \$916,666.66 fee request is 1/3 of the \$2,750,000.00 gross settlement amount, which is average.  
7 Here, the \$916,666.66 fee request represents a reasonable percentage of the total funds . . . .”) (internal  
8 citation omitted); *Rios v. Laurmark Enterprises Inc.*, No. BC650323, 2018 WL 11275564, at \*7 (Oct. 3,  
9 2018 Cal.Super.) (Nelson, J.) (similar); *Reyes v. Front Porch Communities & Servs.*, Nos. BC622720,  
10 BC607175, 2018 WL 3760672, at \*3 (Apr. 17, 2018 Cal.Super.) (Kuhl, J.) (similar); *Martinez v. Flying*  
11 *Food Grp. Pacific Inc.*, Nos. BC508478, BC569325, 2018 WL 2291094, at \*5 (Feb. 8, 2018 Cal.Super.)  
12 (Jones, J.) (similar).

13 13. Class Counsel have spent significant time and expenses pursuing this matter on behalf of  
14 the Class. From December 2021 to roughly the present, Class Counsel have spent approximately 365.8  
15 hours for a lodestar exceeding \$285,711.00, and incurred expenses of \$28,910.09 directly related to this  
16 litigation. The hourly rates that form the basis of the lodestar calculation reflect the experience of Class  
17 Counsel and co-counsel and are their current customary hourly rates for class action cases. This includes  
18 time spent investigating the claims and drafting pleadings, including complaints, law and motion practice,  
19 attending hearings, reviewing documents and performing legal research on numerous issues, exchanging  
20 important information through pre-mediation informal discovery, preparing for and participating in out-  
21 of-town mediation, and extensive settlement negotiations and communications and meetings among the  
22 parties and counsel, and communications with Class Members since the initial filing of the lawsuits The  
23 reasonable expenses incurred all relate to this litigation and were necessary for the quality of result  
24 achieved. Class Counsel’s expenses consists of filings fees for complaints and admission applications,  
25 mediation costs, Pacer and research costs, mailing costs, outside tech costs, and copy costs.

### 26 **SIMILAR DATA BREACH SETTLEMENTS**

27 14. Class Counsel’s opinion that this \$700,000 Settlement is fair and reasonable for the 15,037  
28 Class Members is informed by other data breach class action settlements based on the per class member

1 recovery amount. For example, the following chart identifies the per class member value based on the  
2 common fund settlement amount for certain recent cases that also involved sensitive, private information  
3 such as Social Security Numbers:

4 <b>Case Name</b>	<b>Case Number</b>	<b>Settlement Amount</b>	<b>Class Size</b>	<b>Per Person</b>
5 <i>Reynolds v. Marymount Manhattan College</i>	No. 1:22-cv-06846 (S.D.N.Y.)	\$1,300,000	191,752	\$6.78
6 <i>Julien v. Cash Express, LLC</i>	No. 2022-CV-221 (Putnam Cty., Tenn.)	\$850,000	106,000	\$8.02
7 <i>Tucker v. Marietta Area Health Care</i>	<b>No. 2:22-CV-00184 (S.D. Ohio)</b>	<b>\$1,750,000</b>	<b>216,478</b>	<b>\$8.08</b>

8  
9 Class Counsel and Plaintiffs believe that the Settlement in this case is fair and reasonable in that it exceeds  
10 the settlement amount recovered per class member in other recent data breach class action settlements.

11 **THE CLASS REPRESENTATIVE SERVICE AWARD OF \$5,000**  
12 **IS REASONABLE AND JUSTIFIED**

13 15. Plaintiff has stayed informed about this litigation, reviewed, and approved the settlement  
14 demand and final settlement amount and Settlement Agreement, and spent substantial time and effort  
15 protecting the Class's interests. Accordingly, the \$5,000.00 Class Representative Service Awards to the  
16 Class Representative is reasonable given her efforts on behalf of the Class in this matter. Furthermore, the  
17 Class Representative Service Awards here are less than what has been approved in other common fund  
18 data breach class action settlements. *See Lutz v. Electromed, Inc.*, No. 0:21-cv-02198 (D. Minn.)  
19 (approving a class representative service award of \$9,900 in a data breach class action).

20 16. Plaintiff was informed about the status of settlement negotiations and remained engaged as  
21 the Class Representative at all times during the pendency of this matter. He has no conflicts with the Class  
22 he represents. As indicated by his consent to the Settlement Agreement, Plaintiff fully supports the \$5,000  
23 Service Awards and Class Counsel's attorneys' fees request of \$233,333.33 and request for reimbursement  
24 of litigation expenses of \$28,910.09.

25 **THE SETTLEMENT IS FAIR, REASONABLE, AND A**  
26 **SUBSTANTIAL RECOVERY FOR THE CLASS**

27 17. Furthermore, in my experience in handling over 70 data breach class action cases for  
28 plaintiffs, I can confirm that the \$700,000 non-reversionary common fund settlement is fair and reasonable

1 for 15,037 Class Members. I am also aware that my co-counsel are litigating over 100 data breach class  
2 actions for plaintiffs and also opine that the Settlement is fair and reasonable.

3 18. Additionally, Plaintiff executed a retainer agreement in this action. This retainer agreement  
4 clearly and plainly explains the division of fees between the law firms which represent Plaintiff—15% to  
5 the firm of Bradley Grombacher; 42.5% to the Lyon Law Firm and 42.5% to Markovits, Stock & DeMarco,  
6 LLC. The agreement further provides that, although the fee is shared between firms, the amount of  
7 attorneys' fees negotiated between Plaintiff and his counsel does not increase.

8 I declare under penalty of perjury under the laws of California and the United States of America  
9 that the foregoing is true and correct. Executed this October 18, 2023, at Cincinnati, Ohio.

10  
11 /s/ Joseph M. Lyon

12 Joseph M. Lyon  
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***BAE v. PACIFIC CITY BANK***  
***LOS ANGELES SUPERIOR COURT CASE NO. 21STCV45922***

**Service List**

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