

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Min Woo Bae (“Plaintiff”) and defendant Pacific City Bank (“Defendant”) have reached
3 terms of settlement for a putative class action.

4 On or about ~~May 30~~^{1 EDC}, 2024, the Court issued an Order granting Plaintiffs’ motion for final approval
5 of a proposed class and representative action settlement of the claims asserted against Defendant in this
6 action (“Final Approval Order”). The settlement is memorialized in the Amended Settlement Agreement.
7 *See* Memorandum of Points and Authority in Support of Plaintiff’s unopposed Amended Motion for
8 Preliminary Approval of Class Action Settlement [“Motion for Preliminary Approval.”], at Ex. 1). The
9 AMENDED SETTLEMENT AGREEMENT referred to herein as the “Settlement.”

10 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
11 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
12 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

13 **JUDGMENT**

14 1. In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
15 entered whereby the Plaintiff, all Class Members, and Subclass Members shall take nothing from
16 Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

17 2. The Class Members are:

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

20 The California Subclass Members are:

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

23 3. All Class Members are bound by the Final Approval Order and this Judgment in the Action.

24 4. Class action claims are released with prejudice, pursuant to the terms of the Settlement, as
25 follows:

26 any and all claims and causes of action stated within the Complaint including, but not
27 limited to, any causes of action arising under or premised upon any statute, constitution,
28 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

1 the Released Persons to enforce the terms of the settlement contained in this Settlement
2 Agreement, and shall not include the claims of any Person who has timely excluded
3 themselves from the Class.


4 5. Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
5 Approval Order, according to the deadlines specified in the Settlement.

6 6. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
7 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the
8 Plaintiffs, Settlement Class Members, and Defendant, for the purposes of:

- 9 (a) supervising the implementation, enforcement, construction, and interpretation of the
10 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval
11 Order, and the Judgment; and
12 (b) supervising distribution of amounts paid under this Settlement.

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

14 DATED: 06/20/2024

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16 HON. WILLIAM F. HIGHBERGER
17 JUDGE OF THE SUPERIOR COURT