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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

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

19 Plaintiff,

20 v.

21 PACIFIC CITY BANK,

22 Defendant.

**Case No.: 21STCV45922**

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

**CLASS ACTION**

**DECLARATION OF KILEY LYNN  
GROMBACHER IN SUPPORT OF  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**



1           7.       I have been a member of the State Bar of California since 2006. My involvement in  
2 various forms of class action litigation spans more than a decade during which time I have litigated  
3 hundreds of class actions.

4           8.       I began my legal career at Arias, Ozzello & Gignac where I specialized in and gained  
5 extensive experience litigating consumer cases. Thereafter, I joined Marlin & Saltzman in 2010,  
6 where I focused my practice almost exclusively on class, collective and enforcement actions including  
7 the reported case, *Faulkinbury v. Boyd & Associates*, which clarified the holding in a seminal case,  
8 *Brinker Restaurant Corp. v. Superior Court*, to establish that legality of certain company policies  
9 could be determined on a class-wide basis even if the application of the polices varies by individual.

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

15          10.      My partner, Mr. Bradley, has practiced since 1994. He has been responsible for all  
16 facets of class action and other complex litigation, from pre-filing investigation through trial and  
17 appeal. Since approximately May 2000, he has spent the majority of his time representing workers in  
18 wage and hour matters. Mr. Bradley's writings on legal topics pertaining to litigating wage and hour  
19 class and representative actions have appeared in professional publications and he has also been called  
20 upon to speak at conferences and seminars for professional organizations, including a recent  
21 presentation titled "Planning for and Executing Trial in Class and Collective Wage & Hour Cases."  
22 Mr. Bradley has been honored as a Super Lawyer in the area of class actions by Los Angeles Magazine  
23 for multiple years, including 2023. He is a member of a number of professional organizations  
24 including the Consumer Attorneys of Los Angeles, the Consumer Attorneys of California, the  
25 California Employment Lawyers Association, and the American Association of Justice.

26          11.      Mr. Bradley and I, at our present firm or at our prior firms, have litigated numerous  
27 class actions to favorable settlements including:

28           a)       *Gutierrez v. State Farm Mutual*, Los Angeles Superior Court (BC236552). Class

1 action seeking overtime compensation for approximately 2,600 insurance claims  
2 adjusters employed by State Farm. The class was certified and summary  
3 adjudication was granted as to liability in favor of the class. The case settled for  
4 \$135 million just prior to trial, with final approval granted with no objections filed.

5 b) *Bednar v. Allstate Insurance Company*, Los Angeles Superior Court (BC240813).  
6 Class action seeking overtime compensation for approximately 1,200 insurance  
7 claims adjusters employed by Allstate. The class was certified and summary  
8 adjudication was granted as to liability in favor of the class. The case settled for  
9 \$120 million just prior to trial, with final approval granted with no objections filed.

10 c) *Roberts v. Coast National Insurance*, Orange County Superior Court (01CC08478).  
11 Class action seeking overtime compensation for insurance claims adjusters  
12 employed by Coast National Insurance. Certification granted, and then the matter  
13 was tried before a binding arbitrator. The case settled during the arbitration for in  
14 excess of \$18 million.

15 d) *CNA Class Action Litigation*, Los Angeles Superior Court Class (JCCP 4230).  
16 Class action seeking overtime compensation for insurance claims adjusters  
17 employed by Defendant. Case settled for \$33 million, with final approval granted  
18 with no objections filed.

19 e) *Dotson v. Royal SunAlliance*, Orange County Superior Court (02CC01787). Class  
20 action seeking overtime compensation for insurance claims adjusters employed by  
21 Royal SunAlliance. Case settled for \$12.3 million, with final approval granted with  
22 no objections filed.

23 f) *Parris v. Lowe's Home Improvement*, Los Angeles County Superior Court  
24 (BC260702). Class action seeking payment of "off-the-clock" hours worked by all  
25 hourly employees of Lowe's Home Improvement stores in the State of California.  
26 The class was certified by the Court of Appeal and remanded to the trial court for  
27 further proceedings. Shortly thereafter, a \$29.5 million settlement was reached and  
28 approved without objection.

- 1 g) *Pardo v. Toyota Motor Sales, et al.* Los Angeles County Superior Court  
2 (BC372781). Class action misclassification of workers with claims for overtime  
3 and missed meal and rest breaks. The case settled for \$7.75 million and was  
4 approved with no objections.
- 5 h) *Smith/Ballard v. Wal-Mart Stores, Inc.* United States District Court for the Northern  
6 District of California (Case No. 4:06-cv-05411-SBA). Wage and hour class action  
7 seeking unpaid vacation and personal time, unpaid wages, and related penalties on  
8 behalf of over 245,000 employees. The action was certified and settled for \$86  
9 million while Defendant’s appeal of the certification was pending in the Ninth  
10 Circuit Court of Appeals.
- 11 i) *Hoyng v. AON*, Los Angeles County Superior Court (BC377184). Wage and hour  
12 class action seeking overtime and related compensation on behalf of Relationship  
13 and Account Specialists. The case settled for \$10.5 million which was approved  
14 with no objections filed.
- 15 j) *In RE Bank of America Wage and Hour Employment Practices Litigation*, MDL  
16 2138, United States District Court for the District of Kansas. California state and  
17 FLSA wage and hour litigation for various violations including unpaid overtime and  
18 “off-the-clock” work. Settled for \$73 million.
- 19 k) *Lemus v. H & R Block Litigation*, United States District Court for the Northern  
20 District of California (Case No. 3:09-cv-03179-SI) Class certified, and settlement  
21 reached prior to trial. Total settlement of \$35 million.
- 22 l) *Harris v. Vector Marketing Corporation*, United States District Court for the  
23 Northern District of California (Case No. 3:08-cv-05198-EMC). Class action case  
24 on behalf of approximately 70,000 employees misclassified as “trainees.”
- 25 m) *Bickley v. Schneider National Trucking*, United States District Court for the  
26 Northern District of California (Case No. 4:08-cv-05806-JSW). Wage and hour  
27 class action on behalf of approximately 6,000 truck drivers. Settled for \$29.5million.
- 28 n) *Roberts v. TJX*, United States District Court for the Northern District of California

(Case No. 13-CV-04731-MEJ). Wage and hour violations on behalf of approximately 82,000 employees. Settled for \$8.5 million.

*o) Oprychal v. New Your Life Insurance*, United States District Court for the Central District of California (Case No. 2:07-cv-00518-VBF). Class action for the failure to pay commissions pursuant to a compensation plan. Settled for \$10 million.

*p) Neuvenheim v. Gamestop Corp.*, United States District Court for the Central District of California (Case No. 2:09-cv-06799-ODW). Class action on behalf of nonexempt employees for wage and hour violations.

*q) Hightower v. JP Morgan Chase*, United States District Court for the Central District of California (Case No. 2:11-cv-01802-PSG). Class action on behalf of nonexempt employees for wage and hour violations. Settled for \$12 million.

*r) Stern v. AT&T Mobility Corporation f/k/a Cingular Wireless Corporation*, United States District Court Central District of California (Case No. 2:05-CV-08842-CAS). Settlement with total value of the available settlement benefits that could have been claimed equaling \$38,280,748.

*s) Lozano v. AT&T Wireless Services, Inc.*, United States District Court Central District of California (Case No 2:02-CV-00090-CAS). Settlement with total value of the available settlement benefits that could have been claimed equaling \$42,700,800.

12. I have been appointed either lead or co-lead counsel in numerous cases, 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.

13. Additionally, my associates have considerable experience handling complex class action cases with claims similar to those asserted in this action and have successfully represented tens of thousands of individuals in state and federal court cases throughout California.

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1        **COUNSELS' BILLING RATES ARE BASED ON THE PREVAILING MARKET RATES**  
2                                **AND HAVE BEEN REPEATEDLY APPROVED BY THE COURTS**

3            14.        This portion of my declaration documents the reasonableness of the billing rates  
4 charged by my firm in this case.

5            15.        Our lodestar for this case is based on our law firm's billing rates for 2023. We set the  
6 billing rates of our attorneys and paralegals/law clerks through a process of continual monitoring of  
7 prevailing market rates charged by both defense and plaintiffs' law firms, for individuals with similar  
8 levels of skill and experience who are doing comparable work as our attorneys and staff. We gather  
9 this information from surveys, the review of other fee applications, and conversations with attorneys  
10 in the relevant billing market. We set the billing rates for our firm to be consistent with the prevailing  
11 market rates in the private sector for attorneys and staff of comparable skill, qualifications, and  
12 experience.

13           16.        Federal and state courts in California have consistently approved the rates charged by  
14 Bradley Grombacher LLP. *See, e.g., Garcia v. XPO Logistics Freight, Inc.*, (San Bernardino County  
15 Super. Ct. April 19, 2021) Case No.: CIVDS2015538 (approving 2020 rates); *Smith v. Hoag Memorial*  
16 *Hospital* (Orange County Super. Ct. Mar. 6, 2020) Case No. 30-2017-00952013 (approving 2019  
17 rates); *Haro v. Laboratory Corp. of America*, (C.D. Cal. Nov. 18, 2020) Case No. 2:18-cv-09091-AB-  
18 RAO (approving 2019 rates); *Maldonado v. Dayton Superior Corp.* (Riverside County Super Ct.  
19 September 10, 2019) Case No. RIC1615240 (approving 2018 rates). Over the years, there are many  
20 other decisions approving our attorneys' billing rates using either a lodestar-multiplier approach  
21 and/or a percentage of the recovery approach with a lodestar-multiplier cross-check.

22                                **BILLING PRACTICES AND LODESTAR**

23           17.        We utilize billing software which records time in tenth-of-an-hour increments and train  
24 the lawyers and staff at Bradley/Grombacher LLP do so as contemporaneously as possible with the  
25 expenditure of the time. Our time in this litigation primarily involves work attending and preparing  
26 for mediation, reviewing and editing documents, conferring with defense counsel, performing research  
27 and opposing defendant's motion to dismiss.

28           18.        The following chart provides a summary of the billing rates and hours worked by the

attorneys at our firm through March 1, 2023:

<b>Name and Title of Professional</b>	<b>Bar Admission Date</b>	<b>Hours</b>	<b>Rate (2022)</b>	<b>Lodestar</b>
<b><i>Partners</i></b>				
Marcus Bradley	1994	1.1	\$950	\$1,045
Kiley Grombacher	2006	61.9	\$900	\$55,710
<b><i>Associates</i></b>				
Lirit King		5.1	\$750	\$3,825
<b><i>Legal Support</i></b>				
Maria Valle	--	13.1	\$250	\$3,275
<b>TOTAL HOURS AND LODESTAR FOR BRADLEY GROMBACHER</b>		<b>81.2</b>		<b>\$63,855</b>

#### **CONTINGENT RISK**

19. Bradley Grombacher LLP takes its cases on a contingent fee basis. We rely on awards for attorneys' fees and costs to continue our work for the enforcement of labor standards. Indeed, we did not charge the Plaintiffs or class members any fees or costs to litigate and bring this case to a successful conclusion. In addition, as referenced above, our offices have to date \$6,950.92 in out-of-pocket costs and litigation expenses, which we have not yet recouped. During the course of this litigation, we also had to forego requests by other prospective clients to bring other cases with merit to ensure that we could continue to adequately and successfully represent the Plaintiffs and the Class in this matter.

20. Like some other important and complex data breach class actions, this case carried a risk of no recovery at all for either the class or the attorneys representing them. When we do succeed in vindicating statutory and common-law privacy rights on behalf a class of individuals, such as in this case, our firm depends upon the recovery of our full lodestar plus an appropriate multiplier.



1 Otherwise, we could not continue to consumers whose cases may be time-consuming and difficult to  
2 prove.

3 21. As discussed in Plaintiffs' Motion for Preliminary Approval, the road to success in this  
4 case was far from certain. While we remained confident in, and committed to, the merits of the case  
5 throughout the litigation and settlement process, we also were realistic regarding the risks at each stage  
6 going forward. First, the parties would have engaged in a lengthy and complex motion practice. This  
7 would have included the risks of having class certification denied in whole or in part.

8 22. Assuming success on class certification, there would be further motion practice,  
9 including motions for summary judgment and a possible motion for decertification. In addition,  
10 assuming Plaintiffs prevailed on liability as to one or more of his claims, the measure of damages still  
11 would have been hotly contested and presented further risk.

12 23. Furthermore, one or more appeals would be likely given the nature of this case's  
13 quantity of disputed issues. Assuming we prevailed on class certification and liability, Defendant  
14 might appeal any number of determinations regarding class action status, liability, evidentiary rulings,  
15 and damages, causing potentially years of further delay.

16 24. Our risks in this case were further compounded by the vigorous and skillful manner in  
17 which defense counsel represented their clients. Defendant and their counsel also negotiated hard  
18 throughout the lengthy mediation process. All this contributed to our risk of recovering nothing or  
19 close to nothing for our commitment and investment into the case. Given these uncertainties, we  
20 undertook significant risk to finally resolve the case for the value ultimately secured.

21 25. In sum, the result after trial and appeals was highly uncertain, except for the fact that  
22 it would potentially mean years of delay. In the face of this uncertainty, we remained committed to  
23 the cause and ultimately secured a strong class action settlement for the class.

24 **CLASS COUNSEL'S EFFORTS SINCE PRELIMINARY APPROVAL**

25 **CLAIMS PROCESS**

26 26. Following this Court's Order Granting Preliminary Approval of Class Action  
27 Settlement on August 3, 2023, Class Counsel have spent numerous hours on behalf of Class Members  
28 by, *inter alia*: corresponding regularly with the settlement administrator regarding class notice and

1 Class Members' claims, research and drafting for Plaintiffs' motion for final approval, reviewing and  
2 editing notice documents. While these efforts were necessary to ensure Class Members will receive  
3 the settlement monies which they are entitled to, they are not reflected in Class Counsel's fee request.

4 27. I further estimate that Class Counsel will incur an additional ten hours of additional  
5 work, including expenses, which will be required to finalize the Settlement through final judgment,  
6 including attending any necessary hearings for the Court's final approval of the Settlement, continued  
7 administration, and potentially defending settlement upon appeal.

8 **FEE SPLITTING AGREEMENT COSTS**

9 28. Exhibit 1 is a ledger identifying each individual charge incurred by Bradley  
10 Grombacher in this action. The date corresponding to each individual charge may reflect the date the  
11 charge was entered into our accounting system, rather than the date when the charge occurred. These  
12 costs do not include future motion filing charges not entered at the time the report was prepared and  
13 attorney service charges.

14 29. The expenses incurred by our firm consist primarily of filing fees, court fees, and  
15 service of process . We do not bill for mail, copies and postage.

16 30. These expenses were necessary to the prosecution and successful resolution of the case.  
17 All costs incurred were necessary to the prosecution of this action, would normally have been billed  
18 to a client paying for services on a non-contingency basis, and are reasonable for a case such as this,  
19 in which discovery and investigation took place since the filing of the Complaint. The firm is prepared  
20 to submit receipts, if requested by the Court, in support of our costs award request.

21 **CLASS REPRESENTATIVE SERVICE AWARD TO PLAINTIFF**

22 31. At the same time as Class Counsel's fee request, Plaintiff will request a service  
23 payment which shall be in addition to the Benefit that he is entitled to request as a Class Member. As  
24 will be set forth in the accompanying memorandum of points and authorities that Plaintiff will file in  
25 support of Plaintiff's Motion for Final Approval, such awards are routinely made in class actions like  
26 this case, particularly when, as here, Plaintiff regularly communicated with Class Counsel, responded  
27 to written discovery, looked for documents and evidence, and worked closely with Class Counsel  
28 throughout the litigation to protect the best interests of the Class.



# EXHIBIT 1

**BRADLEY GROMBACHER LLP**  
**Transaction Report**  
All Dates

Pacific City Bank - 20211215	Date	Name	Memo/Description	Debit	Credit	Balance
	12/17/2021	COMMERCIAL PROCESS	Filing Fees	1,492.20		1,492.20
	02/09/2022	COMMERCIAL PROCESS	Filing & Service Fees	15.15		1,507.35
	02/28/2022	COMMERCIAL PROCESS	Filing & Service Fees	15.15		1,522.50
	03/03/2022	Superior Court of California	Filing & Service Fees	0.00		1,522.50
	03/03/2022	COMMERCIAL PROCESS	Filing & Service Fees	15.15		1,537.65
	03/03/2022	COMMERCIAL PROCESS	Filing & Service Fees	10.95		1,548.60
	03/03/2022	COMMERCIAL PROCESS	Filing & Service Fees	530.15		2,078.75
	04/21/2022	COMMERCIAL PROCESS	Filing & Service Fees	15.15		2,093.90
	04/30/2022	FIRST LEGAL NETWORK	Filing & Service Fees	48.75		2,142.65
	05/09/2022	COMMERCIAL PROCESS	Filing & Service Fees	530.15		2,672.80
	05/14/2022	Case Anywhere LLC	Case Anywhere Fee	139.35		2,812.15
	05/28/2022	WESTLAW	Legal Research	225.00		3,037.15
	05/28/2022	WESTLAW	Legal Research	270.00		3,307.15
	06/06/2022	COMMERCIAL PROCESS	Filing & Service Fees	530.15		3,837.30
	06/17/2022	FIRST LEGAL DEPOSITIONS	Filing & Service Fees	750.00		4,587.30
	07/14/2022	COMMERCIAL PROCESS	Filing & Service Fees	530.15		5,117.45
	08/04/2022	Case Anywhere LLC	Case Anywhere Fee	159.00		5,276.45
	08/05/2022	Case Anywhere LLC	Case Anywhere Fee	138.00		5,414.45
	11/07/2022	Case Anywhere LLC	Case Anywhere Fee	135.00		5,549.45
	02/06/2023	Case Anywhere LLC	System Access Fee	16.15		5,684.45
	02/07/2023	COMMERCIAL PROCESS	Filing & Service Fees	16.15		5,700.60
	03/27/2023	COMMERCIAL PROCESS	Filing & Service Fees	16.15		5,716.75
	05/08/2023	Case Anywhere LLC	System Access Fee + Document Service Fee	147.00		5,863.75
	05/30/2023	COMMERCIAL PROCESS	Filing & Service Fees	77.95		5,941.70
	07/19/2023	COMMERCIAL PROCESS	Filing & Service Fees	16.15		5,957.85
	08/02/2023	COMMERCIAL PROCESS	Filing & Service Fees	16.63		5,974.48
	08/02/2023	COMMERCIAL PROCESS	Filing & Service Fees	16.63		5,991.11
	08/02/2023	COMMERCIAL PROCESS	Filing & Service Fees	12.31		6,003.42
	08/04/2023	Case Anywhere LLC	System Access Fee + Document Service Fee	171.00		6,174.42
	08/09/2023	LA Superior Court	Court fee	6.60		6,181.02
	08/10/2023	COMMERCIAL PROCESS	Filing & Service Fees	16.63		6,197.65
	10/20/2023	COMMERCIAL PROCESS	Filing & Service Fees	78.43		6,276.08
	11/01/2023	Case Anywhere LLC	Document Service Fee + System Access Fee	153.00		6,429.08
	01/24/2024	COMMERCIAL PROCESS	Filing & Service Fees	79.46		6,508.54
	01/31/2024	COMMERCIAL PROCESS	Filing & Service Fees	13.34		6,521.88
	02/02/2024	Case Anywhere LLC	System Access Fee	135.00		6,656.88
	02/05/2024	COMMERCIAL PROCESS	Filing & Service Fees	38.26		6,695.14
	05/02/2024	Case Anywhere LLC	Document Service Fee + System Access Fee	141.00		6,836.14
	05/20/2024	COMMERCIAL PROCESS	Filing & Service Fees	79.46		6,915.60
	05/20/2024	COMMERCIAL PROCESS	Filing & Service Fees	17.66		6,933.26
	05/30/2024	COMMERCIAL PROCESS	Filing & Service Fees	17.66		6,950.92
				17.66		6,950.92
				<u>\$ 7,700.92</u>	<u>\$ 750.00</u>	<u>\$ 6,950.92</u>
				<b>TOTAL</b>		<b>\$ 7,700.92 \$ 750.00 \$ 6,950.92</b>

Total for Pacific City Bank - 20211215

TOTAL

Thursday, Jun 13, 2024 12:35:52 PM GMT-7 - Accrual Basis