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9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF BUTTE**

11

12 DONNA DRYDEN, individually, and on
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.
16 TRI COUNTIES BANK; and DOES 1-10.,

17 Defendants.

18 Case No. 23CV03115

19 Assigned for All Purposes to:
20 Hon. Virginia L. Gingery

**[PROPOSED] PRELIMINARY APPROVAL
21 ORDER**

22 HEARING DATE: 1/21/26
23 TIME: 9:00 A.M.
24 DEPT. 7

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F Superior Court of California F
I County of Butte I
L JAN 21 2026 L
E Sharif H. Hallan, Clerk E
D By Deputy D
[Signature]

1 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying
2 the Settlement Class and preliminarily approving a settlement between Plaintiffs Donna Dryden,
3 Sarah Watkins, and Rita Delgado (“Plaintiffs”) and Tri Counties Bank (“Defendant”), and this
4 Court having reviewed the Settlement Agreement and attachments thereto (“Agreement”) and
5 submitted to the Court with the Motion for Preliminary Approval of Class Action Settlement
6 (“Motion”);

7 **IT IS HEREBY ORDERED** as follows:

- 8 1. This Preliminary Approval Order incorporates the Agreement, and the terms used herein
9 shall have the meanings and/or definitions given to them in the Agreement, as submitted
10 to the Court with the Motion.
- 11 2. For purposes of the settlement, and conditioned upon the settlement receiving final
12 approval following the final approval hearing, this Court hereby conditionally certifies the
13 nationwide Settlement Class, defined as: “All 74,385 individuals whose Private
14 Information may have been compromised in the data breach that is the subject of the Notice
15 of Data Breach that was sent to Plaintiffs and Class Members on or around October of
16 2023.” Excluded from the Class are (a) all persons who are governing board members of
17 Defendant; (b) governmental entities; (c) the Court, the Court’s immediate family, and
18 Court staff; and (d) any individual who timely and validly opts-out of the Settlement..
- 19 3. The Court finds that, for the purposes of settlement only: (a) the number of members of the
20 Settlement Class are so numerous that joinder is impracticable; (b) there are questions of
21 law and fact common to members of the Class; (c) the claims of the Plaintiffs are typical
22 of the claims of the members of the Class; (d) the Plaintiffs are an adequate representative
23 for the Settlement Class, and has retained experienced and adequate Class Counsel; (e) the
24 questions of law and fact common to the members of the Class predominate over any
25 questions affecting any individual members of the Class; and (f) a class action is superior
26 to the other available methods for the fair and efficient adjudication of the controversy.
- 27 4. For the purposes of settlement only, the Court finds and determines that Plaintiffs Donna
28 Dryden, Sarah Watkins, and Rita Delgado will fairly and adequately represent the interests

1 of the Class in enforcing their rights in the action and appoints them as the class
2 representatives.

3 5. For purposes of settlement only, the Court appoints as Class Counsel as Scott Edward Cole
4 of Cole & Van Note, Jason M. Wucetich of the law firm of Wucetich & Korovilas, LLP,
5 and John J. Nelson of Milberg Coleman Phillips Grossman, PLLC.

6 6. CPT Group is appointed as Claims Administrator. The Claims Administrator shall abide
7 by the terms and conditions of the Agreement that pertain to the Clams Administrator.

8 7. The Final Approval Hearing Date shall be April 22, 2026 at 9:00 a.m. before the
9 before the Honorable Viginia L. Gingery in Department 7 of the Superior Court of
10 California, County of Butte, located at 1775 Concord Avenue, Chico, California 95928, to
11 consider: (a) the fairness, reasonableness and adequacy of the proposed Agreement; (b)
12 any objections made by Class Members to the proposed Agreement; (c) whether the
13 Agreement should be finally approved by this Court; (d) Class Counsel's motion for
14 attorneys' fees and costs; (e) the motion seeking a service award for the Plaintiffs as class
15 representatives; and (f) such other matters as this Court may deem proper and necessary.

16 8. The proposed forms of Class Notice are attached to the Agreement as Exhibits B and C,
17 and are hereby approved for the purpose of notifying the members of the Class of the
18 proposed settlement, the Final Approval Hearing date, and the rights of the members of the
19 Class to exclude themselves or object to the settlement, and shall be sent to the members
20 of the Class substantially in the forms approved. The parties may by mutual written consent
21 make non-substantive changes to the notices without Court approval. The costs of giving
22 notice to the members of the Classes will be paid by Defendant out of the Settlement Fund.

23 9. The Long-Form Notice shall be posted on the settlement website created by the Claims
24 Administrator and be available on request made to the Claims Administrator.

25 10. The Claims Administrator shall furnish to Proposed Settlement Class Counsel and to
26 Defendant's counsel a complete list of all timely and valid requests for exclusion.

27 11. The Notice, as set forth in Exhibits B and C to the Agreement and to be issued in the manner
28 described in the Agreement, is the best notice practicable, and is reasonably calculated,

1 under the circumstances, to apprise the members of the Class of the pendency of this action
2 and their right to participate in, object to, or exclude themselves from the settlement. This
3 Court further finds that the Notice, as set forth in Exhibits B and C to the Agreement, is
4 sufficient notice of the Final Approval Hearing date, the settlement, the Motion for Final
5 Approval and Motion for Fees, Costs, and Service Award, and other matters set forth in
6 the Agreement, and that the Notice set forth in Exhibits B and C of the Agreement fully
7 satisfies the California Rules of Court and due process of law, to all persons entitled thereto.

8 12. Settlement Class Members who wish to exclude themselves from the Settlement Class for
9 purposes of this Settlement may do so by submitting a request for exclusion to the Claims
10 Administrator that is postmarked by 60 days after Claims Administrator sends the Short-
11 Form Notice, as described below. The request for exclusion must comply with the
12 exclusion procedures set forth in the Settlement Agreement. Each Settlement Class
13 Member desiring to exclude himself or herself from the Settlement Class shall timely
14 submit, by U.S. Mail, written notice of such intent to the designated address set forth in the
15 Notice. The written notice must clearly manifest the intent to be excluded from the
16 Settlement Class and must be signed by the Settlement Class Member. A request for
17 exclusion may not request exclusion of more than one member of the Settlement Class.
18 Each opt-out must be individually signed; mass opt-outs are not permitted.

19 13. Any member of the Settlement Class who timely requests exclusion consistent with these
20 procedures may not file an objection to the Settlement and shall be deemed to have waived
21 any rights or benefits under this Settlement. Settlement Class Members who fail to submit
22 a valid and timely request for exclusion shall be bound by all terms of the Settlement
23 Agreement and the Final Judgment.

24 14. Any member of the Settlement Class who has not timely filed a request for exclusion may
25 object to the granting of final approval to the settlement. Settlement Class Members may
26 object on their own or may do so through separate counsel at their own expense.

27 15. Any written objection to the Settlement must include: (a) the name of this Litigation
28 (*Donna Dryden et al. v. Tri Counties Bank*, Case No. 23CV03115), (b) the objector's full

name, mailing address, telephone number, and email address (if any), (c) the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel, (d) the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing, (e) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any), (f) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing and (g) the objector's signature (an attorney's signature is not sufficient). To submit an objection, the objector must send a letter to CPT Group, and as set forth in the Agreement. Mailed objections must be filed or postmarked 60 days following the Notice Date, as described below.

11 16. Any member of the Settlement Class who fails to file and serve a timely written objection
12 in compliance with the requirements of this order and the Settlement Agreement shall be
13 deemed to have waived any objections and shall be foreclosed from making any objections
14 (whether by appeal or otherwise) to the Settlement.

15 17. All pretrial proceedings in this action are stayed and suspended until further order of this
16 Court, except such actions as may be necessary to implement the Agreement and this
17 Preliminary Approval Order.

18 18. In the event that the Settlement Agreement is terminated pursuant to its terms, disapproved
19 by any court (including any appellate court), and/or not consummated for any reason, or
20 the Effective Date for any reason does not occur, the order certifying the Settlement Class
21 for purposes of effectuating the Settlement, and all preliminary and/or final findings
22 regarding that class certification order, shall be automatically vacated upon notice of the
23 same to the Court, the Action shall proceed as though the Settlement Class had never been
24 certified pursuant to this Settlement Agreement and such findings had never been made,
25 and the Action shall return to the procedural posture on the day before the Settlement
26 Agreement was executed, in accordance with this paragraph.

27 19. For the benefit of the Class and to protect this Court's jurisdiction, this Court retains
28 continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof

1 in accordance with the settlement preliminarily approved herein and the related orders of
 2 this Court.

3 20. The parties are directed to carry out their obligations under the Agreement.

4 21. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties
 5 or their counsel with seven days of receipt.

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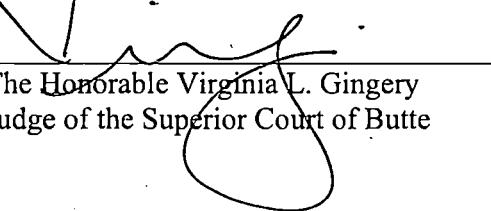
7 **Summary of Applicable Dates**

<u>Action</u>	<u>Deadline</u>
Notice Provided to Class, Per Settlement Agreement	30 Days After Entry of Preliminary Approval Order
Last Day for Class Members to Object and/or Opt Out of Settlement	60 Days After Notice Date
Claims Deadline for Class Members	60 Days After Notice Date
Last Day for Plaintiffs to File Motion for Final Approval and Motion for Attorneys' Fees, Costs & Enhancement Awards	16 Court Days Prior to Final Approval Hearing
Final Approval Hearing	<u>April 22</u> , 2026 9:00 am Dept. 7
Last Day for Class Members to Cash Settlement Checks	120 days from Issuance Date

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1 **IT IS SO ORDERED.**

2 Dated: 1/21/2025 *b*

3 The Honorable Virginia L. Gingery
4 Judge of the Superior Court of Butte
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