

1 Scott Edward Cole, Esq. (S.B. #160744)  
2 Laura Van Note, Esq. (S.B. #310160)  
3 Mark T. Freeman, Esq. (S.B. #293721)  
**COLE & VAN NOTE**  
4 555 12<sup>th</sup> Street, Suite 2100  
5 Oakland, California 94607  
6 Telephone: (510) 891-9800  
7 Facsimile: (510) 891-7030  
8 Email: sec@colevannote.com  
9 Email: lvn@colevannote.com  
10 Email: mtf@colevannote.com

11 Attorneys for Representative Plaintiffs

12

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

14

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

16

17 DONNA DRYDEN, individually, and on  
18 behalf of all others similarly situated,  
19 Plaintiff,  
20 v.  
21 TRI COUNTIES BANK; and DOES 1-10,,  
22 Defendants.

23 Case No. 23CV03115

24 Assigned for All Purposes to:  
25 Hon. Virginia L. Gingery

26 **DECLARATION OF JASON M. WUCETICH  
27 IN SUPPORT OF MOTION FOR  
28 PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

29 HEARING DATE: 1/21/26  
30 TIME: 9:00 A.M.  
31 DEPT. 7

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1 || I, Jason Wucetich, declare under penalty of perjury:

2       1. I am counsel for Plaintiffs in the above-captioned case. This declaration supports  
3 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement with defendant, Tri  
4 Counties Bank ("Defendant"). This declaration explains the bases for the Settlement, including the  
5 significant relief it affords the class. I have personal knowledge of the facts in this declaration and  
6 could testify to them if called on to do so.

## COUNSEL'S QUALIFICATIONS

8 | **Wucetich & Korovilas LLP**

9       2.     The Wucetich & Korovilas LLP principal attorney assigned to this case is Jason  
10 Wucetich. Mr. Wucetich received his juris doctor degree from the University of California, at  
11 Davis, School of Law in 2002 and became licensed to practice law in California at that time. He  
12 received his bachelor's degree in economics and political science from Stanford University in  
13 1997. He co-founded the law firm, Wucetich & Korovilas LLP, with his partner, Dimitrios V.  
14 Korovilas, in 2010. Prior to that, Mr. Wucetich, along with his partner, Mr. Korovilas, the other  
15 attorney at my firm assigned to this matter, worked together as attorneys in the litigation  
16 department of Orrick, Herrington & Sutcliffe LLP's Los Angeles office. Orrick is a large,  
17 international firm with over 1,000 attorneys and offices throughout the world. He also previously  
18 worked for several years in Los Angeles in the litigation department of Pillsbury Winthrop Shaw  
19 Pittman, another large firm, along with Mr. Korovilas, before their practice group moved to Orrick.  
20 Mr. Korovilas received his juris doctor degree from the University of California, at Davis, School  
21 of Law in 2006 and became licensed to practice law at that time. He received his bachelor's degree  
22 in economics from the University of Chicago. He also previously externed for the Honorable  
23 David F. Levi, former chief judge of the U.S. District Court for the Eastern District of California.  
24 Since its founding, Wucetich & Korovilas LLP has secured over \$200 million in relief for its  
25 clients in employment and consumer class action matters.

26       3.     Throughout their practice, both previously at the large firm level and at their current  
27 firm, Mr. Wucetich and Mr. Korovilas have had significant experience in class action and other  
28 complex litigation, including numerous data breach and other consumer class action cases. Mr.

1 Wucetich has personally first-chaired five jury trials and second-chaired four jury and bench trials.  
2 Complex litigation, in both the individual and class action context, has constituted a significant  
3 portion of their practice generally for well over a decade. Throughout their practice, they have  
4 regularly represented clients in both state and federal courts and at both the trial and appellate  
5 levels. Some of Mr. Wucetich's and Mr. Korovilas' significant current and past class action and  
6 other complex cases over the course of their careers have included, among others:

- 7 a. *Contreras v. Robins & Morton Group*, Ventura County Superior Court Case No.  
8 2023CUBT15539 (final approval granted by the Honorable Ronda McKaig, August  
9 2024);
- 10 b. *Lucero v. Valex*, Case No., Ventura County Superior Court Case No. 56-2022-  
11 00572595-CV-BT-VTA (final approval granted by the Honorable Ronda McKaig  
12 October 2023);
- 13 c. *In re Snap Financial Data Breach Litigation*, Case No. 2:22-cv-00761-TS-JCB (D.  
14 Utah) (consolidated consumer class action data breach case, pending);
- 15 d. *Owens v. Smith, Gambrell & Russell Int'l, LLP*, Case No. 2:23-cv-01789-JAK-JDE  
16 (C.D. Cal.) (consumer class action data breach case, pending)
- 17 e. *Johnson v. Cerebral, Inc.*, Case no. 23-cv-01901-FMO-MAA (C.D. Cal.)  
18 (consumer class action data breach case, pending);
- 19 f. *Muller et al. v. PepsiCo, Inc. et al.*, San Francisco Superior Court Case No. CGC-  
20 22-597909 and *Stevens v. PepsiCo, Inc. et al.*, Case No. 22-cv-00802 (S.D.N.Y.)  
21 (employment class action cases stemming from UKG cybersecurity incident,  
22 successfully settled);
- 23 g. *In re Neutron Wage & Hour Cases*, JCCP Case no. 5044, San Francisco Superior  
24 Court Case No. 21-CJC-005044 (employment class action and PAGA claims,  
25 successfully settled);
- 26 h. *Shenkman v. Tesla, Inc.*, Alameda Superior Court Case No. RG21102833 (certified  
27 class counsel in consumer class action case, pending);
- 28 i. *In re DirecTV Wage and Hour Cases*, JCCP Case No. 4850 (Santa Clara Superior

Court) (lead case No. 1-14-CV-274709) (employment class action and PAGA claims, successfully settled);

- j. *Habelito v. Guther-Renker LLC*, Case No. BC499558 (Los Angeles Superior) (certified consumer class action case, successfully settled);
  - k. *Payless Wage and Hour Cases*, JCCP Case No. 4699 (Los Angeles Superior Court) (employment class action, successfully settled);
  - l. *Bernardino, et al. v. NCS Pearson, Inc.*, Case No. CIVDS1511972 (San Bernardino Superior Court) (employment class action, successfully settled);
  - m. *Ledterman v. James Perse Enterprises*, Case No. BC480530 (Los Angeles Superior) (consumer class action case, successfully settled);
  - n. *Stathopoulos v. Retail Brand Alliance, Inc. d/b/a Brooks Brothers*, Case No. BC462887 (Los Angeles Superior Court) (consumer class action case, successfully settled).
  - o. *Adjamian v. Sunglass Hut Trading LLC, et al.* Case No. 30-2011-00451217-CU-BT-CXC (Orange County Superior) (consumer class action case, successfully settled);
  - p. *Baghdassarian et al. v. Nordstrom, Inc.*, Case No. BC448357 (Los Angeles Superior) (consumer class action, successfully settled);
  - q. *Wolff v. Hyatt Corporation et al.*, Case No. 10CV7266 (C.D. Cal.) (civil rights class action case, successfully settled);
  - r. *Finseth v. Network Solutions LLC*, Case No. CV 08-1537 PSG (VBx) (C.D. Cal.) (consumer class action case, successfully settled);
  - s. *McElroy v. Network Solutions LLC*, Case No. CV 08-01247 PSG (VBKx) (C.D. Cal.) (consumer class action case, successfully settled);
  - t. *Carlson v. eHarmony.com, Inc.*, Case No. BC371958 (Los Angeles Superior) (civil rights class action case, successfully settled);
  - u. *McNett v. Network Management Group, Inc. et al.*, Case No. BC330892 (Los Angeles Superior) (employee misclassification class action case);

v. *Ingalls v. Hallmark Retail, Inc.*, Case No. CV08-04342 VBF(Ex), consolidated with CV08-05330 (VBF)(FFMx), consolidated with CV08-07481 (VBF)(Ex) (C.D. Cal.) (wage/hour employment class action).

## **Scott Cole of Cole & Van Note**

5       4.     Scott Cole is a shareholder at Cole & Van Note (“CVN”) and acted as putative  
6 Class Counsel along with Jason Wucetich of Wucetich & Korovilas LLP and John Nelson of  
7 Milberg Coleman Bryson Phillips Grossman, PLLC.   Mr. Cole was personally and actively  
8 involved in all aspects of the proceedings on this case, including the negotiation of the settlement.  
9 Mr. Cole’s experience and that of other members of CVN benefited the efficient litigation of this  
10 matter and the settlement negotiations in this case significantly.

11       5.     CVN is a class action centric and boutique practice devoted to prosecuting privacy,  
12 including data breaches, employment, environmental and/or consumer fraud complex cases. In its  
13 over 30-year history, CVN has prosecuted hundreds of class and/or complex/representative cases.

14       6.     Many of these cases involve(d) some or all of the same legal issues as are presented  
15 in the current action. While almost entirely devoted today to prosecuting cyber-security class  
16 actions, the firm's past experiences run deep across various areas of the law—from employment  
17 wage and hour and discrimination cases, to consumer, personal injury and environmental class  
18 actions/mass tort cases. CVN has successfully achieved class certification, settlements and  
19 judgments in varied factual scenarios, just some of the more unique, difficult or groundbreaking  
20 situations being set forth in the firm's resume. Some better-known and/or "game changing" cases  
21 include *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116 (Case No. A119697) (setting  
22 the standard for settlement approval in California state courts); *Augustus (Davis) vs. ABM Security*  
23 *Services.*, Supreme Court of California Case No. S224853 (establishing a new Supreme Court  
24 standard for workplace rest periods; \$110 million settlement); *Despres v. United Parcel Service,*  
25 *Inc.*, Case Nos. 3:03-CV-02987 (TEH) and 3:03-CV-02001 (TEH) (N.D. Cal.) (historic \$87  
26 million settlement in meal break-only case); *Kurihara v. Best Buy Co., Inc.*, 2007 U.S. Dist. LEXIS  
27 64224 (N.D. Cal. Aug. 29, 2007) (class cert. granted and clarifying distinction between class  
28 composition and entitlement to a recovery); *Tierno v. Rite Aid Corp.*, 2006 U.S. Dist. LEXIS 71794

1 (N.D. Cal. Aug. 31, 2006) (oft-cited ruling certifying a class of retail Store Managers alleging  
2 overtime misclassification; \$6.9 million settlement); *Fulton v. Sports and Fitness Clubs of*  
3 *America, dba 24 Hour Fitness, USA, Inc.*, Case No. GIC881669 (Super. Ct. Cal. San Diego Cnty.),  
4 (consolidated with Case No. GIC873193) (industry changing case that helped define “piece rate”  
5 standard under the law; class certification and then summary judgment granted; \$19 million  
6 resolution); *In Re Westley Tire Fire Litigation*, Case No. CV 801282 (Super. Ct. Cal. Santa Clara  
7 Cnty.) (lead counsel in toxic 7 million automobile tire fire that impacted up to one third of the  
8 State of California); *In Re Unocal Refinery Litigation*, Case No. C94-04141 (Super. Ct. Cal. Contra  
9 Costa Cnty. (Steering Committee in massive toxic chemical release and topic of Mr. Cole’s book,  
10 “Fallout”); *In Re: Apple Inc. Device Performance Litigation*, Case No. 5:18-md-02827-EJD (N.D.  
11 Cal.) (Steering Committee in consumer fraud case); *In Re Tosco SFR Litigation* (C97-01637  
12 (Super. Ct. Cal. Contra Costa Cnty.) (Lead Counsel in massive 1997 toxic airborne release over  
13 multiple towns).

14 7. Currently, CVN is devoted almost entirely to the prosecution of data breach class  
15 actions, with the vast bulk of its caseload being cases involving almost identical legal and factual  
16 issues to those presented in the instant case. In these matters, CVN serves in a variety of roles,  
17 oftentimes in various leadership positions. For example, CVN has served as court-appointed lead  
18 or co-lead counsel in various data breach matters, including, but not necessarily limited to:  
19 *Henderson, et al. v. Reventics, LLC*, Case No. 1:23-cv-00586-MEH (D. Colo.) (court appointed  
20 co-lead counsel); *Hinds, et al. v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-  
21 2021-10404 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel); *Tsvetanova, et*  
22 *al. v. UCSD Health*, Case No. 37-2021-00039888-CU-PO-CTL (Super. Ct. Cal. San Diego Cnty.)  
23 (court appointed co-lead counsel); *In Re: Rackspace Data Security Litigation*, No.: SA-22-cv-  
24 01296-XR (W.D. Tex.) (court appointed lead counsel); *Fedorys, et al. v. Ethos Group Inc.*, Case  
25 No. 3:22-cv-2573-M (N.D. Tex.) (court appointed co-lead counsel); *Moreland, et al. v.*  
26 *1<sup>st</sup> Franklin Financial Corporation*, Case No. 2:23-cv-00038-SCJ (N.D. Ga.) (court appointed co-  
27 lead counsel); *Domitrovich, et al. v. MC Dean, Inc.*, Case No. 1:23-cv-00210-CMH-JFA (E.D. Va)  
28 (court appointed co-lead counsel); *Deevers, et al. v. Wing Financial Services, LLC.*, Case No. 4:22-

1 cv-00550-CVE-MTS (N.D. Okla.) (court appointed co-lead counsel); *Darrin v. Huntington Ingalls*  
2 *Industries, Inc.*, Case No. 4:23-cv-00053-JKW-DEM (E.D. Va.) (court appointed co-lead  
3 counsel); *Guerrero v. Merritt Healthcare Holdings, LLC*, Case No. 3:23-cv-00389-MPS (D.  
4 Conn.) (court appointed co-lead counsel); *Prutsman v. Nonstop Administration and Insurance*  
5 *Services, Inc.*, Case No. 3:23-Cv-01131-VC (N.D. Cal.) (court appointed co-lead counsel); *In re*  
6 *DISH Network Data Security Incident Litigation*, Case No. 1:23-cv-01168-RMR-SBP (D. Colo.)  
7 (court appointed co-lead counsel); *Byers v. Orthoalaska, LLC*, Case No. 3:23-cv-00243-SLG (D.  
8 Alaska) (court appointed co-lead counsel); *Tambroni v. Wellnow Urgent Care, P.C.*, Case No.  
9 1:24-cv-01595 (N.D. Ill.) (court appointed co-lead counsel); *Dryden v. Tri Counties Bank*, Case  
10 No. 23CV03115 (Super. Ct. Cal. Butte Cnty.) (court appointed co-lead counsel); *Brett v. Valley*  
11 *Mountain Regional Center*, Case No. STK-CV-UPL-2024-0005025 (Super. Ct. Cal. San Joaquin  
12 Cnty.) (court appointed co-lead counsel); *Cordell v. Patelco Credit Union*, Case No. 24CV082095  
13 (Super. Ct. Cal. Alameda Cnty.) (court appointed co-lead counsel); *Skillings, et al., v. Access*  
14 *Sports Medicine and Orthopedics*, Case No. 218-2024-CV-01086 (Super. Ct. New Hampshire  
15 Rockingham Cnty.) (court appointed co-lead counsel); *Bujok v. MC2 Data, LLC*, Case No. 0:24-  
16 cv-61864-LEIBOWITZ (S.D. Fla.) (court appointed co-lead counsel); *Francisco v. Diligent*  
17 *Acquisitions LLC*, Case No. 4:24-cv-04468 (S.D. Tex.) (court appointed co-lead counsel); *Oliver*  
18 *v. Jewish Home Lifecare* (N.Y. Sup. Ct., N.Y. County, Index No. 157811/2024) (court appointed  
19 co-lead counsel).

20 8. CVN also serves in more informal (e.g., Executive Committee) leadership positions  
21 in numerous other data breach cases and in sole counsel roles in even dozens more—actions  
22 currently venued across well over 30 states. CVN, thus, possesses the experience and ample  
23 resources to lead the current case(s), once consolidated, and will continue to do so throughout this  
24 litigation.

25 **John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC**

26 9. John Nelson has been licensed to practice law in California since 2017. In addition  
27 to being admitted in the State of California, he is admitted to practice in the Southern District of  
28 California, the Central District of California, the Northern District of California, and the Eastern

1      District of California. He received his law degree from the University of San Diego School of Law  
2      in 2017 and his Bachelor of Science degree from Loyola University in Chicago, Illinois in 2010.

3              10.      Mr. Nelson is an attorney at Milberg Coleman Bryson Phillips Grossman PLLC  
4      (“Milberg”), a firm that routinely represents plaintiffs in the areas of antitrust, securities, financial  
5      fraud, consumer protection, automobile emissions claims, defective drugs and devices,  
6      environmental litigation, financial and insurance litigation, financial and insurance litigation and  
7      cyber law and security.

8              11.      As an attorney with Milberg, Mr. Nelson specializes in consumer protection, data  
9      breach, cybersecurity, and privacy class action and complex litigation on behalf of plaintiffs and  
10     have recently been involved with several high-profile data breach cases, including: *In re Canon*  
11     *U.S.A. Data Breach Litigation*, No. 1:20-cv-06239-AMD-SJB (S.D.N.Y. filed Dec. 23, 2020); *In*  
12     *re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.); *In*  
13     *Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.); and *In re Arthur J.*  
14     *Gallagher Data Breach Litig.*, No. 1:21-cv-04056 (N.D. Ill.).

15              12.      Mr. Nelson has recently been appointed by state and federal courts as class counsel  
16     in data breach class actions, including: *In re Community Clinic of Maui Data Breach Litigation*,  
17     No. 1:24-cv-00431 (D. HI) (appointed co-lead counsel); *In Re: SAG-AFTRA Health Plan Data*  
18     *Security Litigation*, No. 2:24-cv-10503 (C.D. Cal.) (appointed co-lead counsel); *Feathers v. On Q*  
19     *Financial LLC*, 2:24-cv-00811 (D. Ariz.) (appointed co-lead counsel); *Anderson v. Oak View*  
20     *Group, LLC*, No. 2:24- cv-00719 (C.D. Cal.) (appointed co-lead counsel); *Puller-Soto v. UNITE*  
21     *HERE*, No. 1:24-cv-01565 (S.D.N.Y.) (appointed co-lead counsel); *Kohn et al. v. Loren D. Stark*  
22     *Company, Inc.*, Case No. 4:23-cv-03035 (S.D. Tex.) (appointed co-lead counsel); *In Re: Houser*  
23     *Data Breach Litigation*, No. 8:24-cv-00468 (C.D. Cal.) (appointed co-lead counsel); *In Re: Ethos*  
24     *Technologies Inc. Data Breach Litigation*, No. 3:22-cv-09203-SK (N.D. Cal.) (appointed co-lead  
25     counsel); *In Re F21 Opco, LLC Data Breach Litigation*, Case No. 2:23-CV-07390 (C.D. Cal.)  
26     (appointed co-lead counsel); *Garges v. Liberty Partners Financial Services, LLC*, No. 22CV01190  
27     (Cal. Sup. Ct. for Santa Cruz Cty.) (final approval granted February 10, 2024); *Khederlarian et al.*  
28     *v. Utility Trailer Manufacturing Co.*, No. 22STCV30604 (Cal. Sup. Ct. for Los Angeles Cty.)

1 (final approval granted November 1, 2023); *Michael Wilson v. Maxim Healthcare Services, Inc.*,  
2 No. 37-2022-00046497-CU-MC-CTL (Cal. Super. Ct. for San Diego Cty.) (final approval granted  
3 July 28, 2023); *Franchi, et al. v. Barlow Respiratory Hospital*, No. 22STCV09016 (Cal. Sup. Ct.  
4 for Los Angeles Cty.) (final approval granted July 12, 2024); and *Bustos v. Riverside Medical*  
5 *Clinic*, No CVRI2203466 (Cal. Sup. Ct. for Riverside Cty.) (final approval granted August 23,  
6 2024).

7       13.    Mr. Nelson has also been appointed to the Plaintiffs' Steering Committee in *Cheng*  
8 *et al v. Toyota Motor Corporation, et al* a nationwide class action involving defective fuel pumps  
9 which resulted in a 330-million-dollar nationwide settlement. No. 1:20-CV-00629 (E.D.N.Y.)  
10 (final approval granted December 21, 2022). Mr. Nelson was also appointed to the Executive  
11 Committee in *In re Seresto Flea and Tick Collar Marketing, Sales Practices and Product Liability*  
12 *Litigation*, MDL No. 3009, Master Docket Case No. 1:21-cv-04447 (N.D. Ill.). Mr. Nelson was  
13 also appointed to the Plaintiffs' Steering Committee in *Cheng et al v. Toyota Motor Corporation,*  
14 *et al* a nationwide class action involving defective fuel pumps which resulted in a 330-million-  
15 dollar nationwide settlement. Case No. 1:20-CV-00629 (E.D.N.Y.) (final approval granted  
16 December 21, 2022).

17       14.    Additionally, Milberg Attorneys have served as Lead Counsel, Co-Counsel, or  
18 Class Counsel on hundreds of complicated and complex class actions.

19       15.    These cases include cutting-edge litigation, including: *In re Dealer Management*  
20 *Systems Antitrust Litigation*, Case No. 1:18-cv-00864 (N.D. Ill. 2018) (Milberg appointed co-lead  
21 counsel; partial settlement of \$29.5 million, case on-going); *In re Seresto Flea and Tick Collar*  
22 *Marketing, Sales Practices, and Products Liability Litigation*, Case No. 1:21-cv-04447 (N.D. Ill.  
23 2021) (Milberg appointed co-lead counsel with Mr. Nelson appointed to the Plaintiffs' Steering  
24 Committee); and *Carder v. Graco Children's Products, Inc. et al.*, Case No. 2:20-cv-00137 (N.D.  
25 Ga. 2020) (Milberg appointed interim co-lead counsel; case on-going).

26       16.    With respect to privacy cases, Milberg is presently litigating more than fifty (50)  
27 cases across the country involving violations of the Telephone Consumer Protection Act, 47 U.S.C.  
28 § 227 *et seq.*, privacy violations, data breaches, and ransomware attacks. Milberg Attorneys have

1 served as Lead Counsel, Co-Counsel, or Class Counsel on data breach and privacy litigations,  
2 including *In re Blackbaud, Inc. Consumer Data Security Breach Litigation*, MDL 2972, Case No.  
3 3:20-mn-02972 (D.S.C. 2020) (appointed co-lead counsel; case on-going).

4 17. Milberg Attorneys have also participated in other data breach and privacy litigation,  
5 recently, which includes: *Veiga, et al. v. Respondus, Inc.*, Case No., 1:21-cv-02620 (N.D. Ill.  
6 2021); *Dickerson v. CDPQ Colonial Partners, L.P., et. al*, Case No. 1:21-cv-02098 (N.D. Ga.  
7 2021); *In re Wawa, Inc. Data Security Litigation*, 2:19-cv-06019 (E.D. Pa. 2019); *Whalen v.  
8 Facebook, Inc.*, Case No. 4:20-cv-06361 (N.D. Cal. 2020); and *K.F.C. v. Snap, Inc.*, No. 21-2247  
9 (7th Cir. 2021).

10 18. Milberg Attorneys were Co-Lead Counsel in *In re Department of Veterans Affairs  
(VA) Data Theft Litigation*, No. 1:06-MC-00506, 2007 WL 7621261 (D.D.C. Nov. 16, 2007)  
11 (unlawful disclosure of PPI of 28.5 million military veterans and active-duty personnel; \$20  
12 million settlement fund).

14 19. Milberg Attorneys were also appointed Lead Counsel in *In re Google Buzz Privacy  
Litigation*, No. C 10-00672 JW, 2011 WL 7460099 (N.D. Cal. June 2, 2011) (\$10 million  
15 settlement fund in case arising from the unauthorized disclosure of personal information).

17 **LITIGATION BACKGROUND**

18 20. Plaintiffs filed the instant data breach class action lawsuit stemming from the  
19 February 2023 cybersecurity incident related to Defendant.

20 21. The parties mediated this case through neutral the Honorable John Thornton (Ret.)  
21 of JAMS, who has significant experience mediating data breach class action matters.

22 22. In advance of mediation, Defendant disclosed to Plaintiffs information necessary  
23 to evaluate their and the Settlement Class's claims, including how the Data Security Incident  
24 happened, how many individuals it affected, who they were, what PII/PHI were involved and  
25 Defendant's insurance coverage and limits.

26 23. Specifically, Defendant disclosed that there were approximately 74,000 individuals  
27 whose information was potentially compromised in the Data Security Incident.

28 24. In addition, Defendant does not dispute that the Data Security Incident happened.

25. At mediation, the Parties evaluated the risks, uncertainties, costs, and delays that continued litigation posed. Considering those factors under Ms. Sperber's guidance, the Parties agreed to the key terms of a class settlement.

26. The parties memorialized the settlement terms in a formal Settlement Agreement (“Agreement”). A true and accurate copy of the Agreement and its accompanying exhibits is attached hereto as **Exhibit A** and incorporated by reference as fully set forth herein.

27. The Agreement was reached after extensive analysis of the relevant facts and law.

28. The Settlement is the result of arm's-length negotiations overseen by a prominent and experienced mediator.

29. The Parties did not discuss attorneys' fees and costs or service awards until they had agreed on the Settlement's material terms, including the Class definition, how to notify the Class, class benefits, and the release's scope.

## COUNSEL'S RECOMMENDATION

30. Our firm's collective years of experience in representing individuals in complex class actions—including data breach actions— informed Plaintiffs' settlement position, and the needs of Plaintiffs and the proposed settlement class. While we believe in the merits of the claims brought in this case, we are also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals and the potential for no recovery at all. Based upon our collective substantial experience, it is my individual opinion, that the proposed settlement of this matter provides significant relief to the members of the settlement class and warrants the Court's preliminary approval. The settlement is well within the range of other data breach settlements in the relief that it provides.

31. The Agreement's terms are designed to address the harms caused by the Data Security Incident, as it reimburses Class Members for their economic and non-economic losses and verifies that Defendant has improved its data security practices.

32. This result is particularly favorable given the risks of continued litigation. Plaintiffs face serious risks prevailing on the merits, including proving causation, as well as risk at class certification and at trial, and surviving appeal. A settlement today not only avoids the risks of

1 continued litigation, but it also provides a benefit to the member of the settlement class now as  
2 opposed to after years of risky litigation.

3       33. The Agreement's benefits unquestionably provide a favorable result to the  
4 members of the settlement class, placing the Agreement well within the range of possible final  
5 approval and satisfying the requirements for preliminary approval under California law; therefore,  
6 the Court should grant preliminary approval.

## EXHIBITS

8 34. Attached hereto as "Exhibit A" is the fully-executed Settlement Agreement.

9       35. Thus, Plaintiffs' counsel asks the Court to grant preliminary approval of the  
10 Settlement Agreement and enter the proposed Preliminary Approval/Notice Order submitted  
11 concurrently with this Motion.

12 || Executed on December 17, 2025 in El Segundo, California.

Jan M. Mustil

Jason M. Wucetich

# Exhibit A

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release is made and entered into by and among Plaintiffs, for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant Tri Counties Bank (“Defendant”). This Settlement Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

### **RECITALS**

**WHEREAS**, on or around February 7, 2023, Defendant discovered a cybersecurity attack that affected its computer systems between February 7, 2023 and February 8, 2023 (the “Data Security Incident”).

**WHEREAS**, a subsequent investigation determined that during this Data Security Incident a threat actor acquired certain database files that included names, Social Security numbers, driver’s license numbers, state identification numbers, financial account information, medical information, health insurance information, dates of birth, passport numbers, digital/electronic signatures, tax identification numbers, access credentials, and mother’s maiden names (collectively, the “Private Information”).

**WHEREAS**, Defendant began notifying potentially impacted individuals about the Data Security Incident on or around October 12, 2023.

**WHEREAS**, on October 20, 2023 Plaintiff Sarah Watkins (represented by Scott Edward Cole of Cole & Van Note) filed the first action in the Superior Court of California, Contra Costa County. On November 7, 2023 Plaintiff Donna Dryden (represented by Jason Wucetich of Wucetich & Korovilas LLP) filed her case in Butte County. Thereafter, the *Watkins* case was transferred to Butte County. Plaintiff Rita Delgado (represented by John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC) filed her claim in Butte County on December 6, 2023.

**WHEREAS**, on July 10, 2024, the Court consolidated the cases and appointed Scott Edward Cole, Jason M. Wucetich and John J. Nelson as Interim Co-Lead Class Counsel for the consolidated case and Plaintiffs filed a Consolidated Complaint on August 21, 2024.

**WHEREAS**, the Parties agreed to explore resolution of the actions through private mediation and subsequently agreed to exchange informal discovery and select a mutually acceptable mediator.

**WHEREAS**, in preparation for mediation, the Parties exchanged certain information and documents and set forth their respective positions on the litigation in detailed mediation briefs, including with respect to the merits, class certification and settlement, to each other and to the mediator.

**WHEREAS**, in the weeks prior to the mediation, the Parties maintained an open dialogue concerning the contours of a potential agreement to begin settlement negotiations.

**WHEREAS**, on May 20, 2025, the Parties engaged in a mediation session before the Hon. John Thornton (Ret.) of JAMS. Following a full day of intensive arm's length negotiations the Parties reached an agreement following a mediator's proposal.

**WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings as set forth in the release contained herein, by and on behalf of Plaintiffs and the members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

**WHEREAS**, Plaintiffs' Counsel have thoroughly examined the law and facts relating to the matters at issue in the Action, Plaintiffs' claims, and Defendant's potential defenses, including conducting an independent investigation and confirmatory discovery, participating in a full day mediation, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Defendant may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

**WHEREAS**, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

**WHEREAS**, Defendant has similarly concluded that this Agreement is desirable in consideration of its legitimate business interests, to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

**WHEREAS**, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. Defendant specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by Defendant of (i) the validity of any claim, defense, or fact asserted in the Action or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

**WHEREAS**, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be

satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

## 1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 “Action” means the case captioned *Donna Dryden v. Tri Counties Bank*, No. 23-CV-03115, pending in the Butte County Superior Court.
- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.
- 1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.6 “California Statutory Cash Payment” means the payment to which Class Members who are currently residents of California (and/or who resided in California at any point between February 7, 2023 and the claim filing deadline) will be entitled to receive pursuant to the Settlement.
- 1.7 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 1.8 “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.

- 1.9     “Claims Deadline” means the date by which all Claim Forms must be received to be considered timely and shall be set as the date sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice, the Claim Form, and the Court’s order granting preliminary approval.
- 1.10    “Class Counsel” means Scott Edward Cole, Jason M. Wucetich and John J. Nelson as Settlement Class Counsel (collectively “Class Counsel” or “Settlement Class Counsel”).
- 1.11    “Class Member” means a member of the Settlement Class.
- 1.12    “Class Representatives” and “Plaintiffs” means Sarah Watkins, Donna Dryden, and Rita Delgado.
- 1.13    “Court” means the Superior Court for the State of California, Butte County.
- 1.14    “Data Security Incident” refers to the unauthorized access of Private Information that is the subject of the Action and that was detected on Defendant’s computer network on or around February 7, 2023.
- 1.15    “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are fairly attributable to Data Security Incident, as further described below. Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not a result of the Data Security Incident and incurred on or after February 7, 2023.
- 1.16    “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.17    “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.18    “Defendant’s Counsel” or references to counsel for Defendant means the law firm Gordon Rees Scully Mansukhani, LLP.
- 1.19    “Defendant” or “Defendant” means Defendant and their current and former affiliates, parents, subsidiaries, and successors.
- 1.20    “EITFM” means the Expanded Identity Theft and Fraud Monitoring being made available to all Class Members that submit a valid claim selecting coverage.
- 1.21    “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

- 1.22 “Final Approval Order” means the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement.
- 1.23 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the California Civil Procedure Code and whether to issue the Final Approval Order and Judgment.
- 1.24 “Judgment” means a judgment rendered by the Court.
- 1.25 “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**.
- 1.26 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) Service Awards approved by the Court, (iii) any amounts approved by the Court for Attorneys’ Fees and Costs, and (iv) applicable taxes, if any.
- 1.27 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice, the Long Form Notice, and the Settlement Website and toll-free telephone line.
- 1.28 “Notice Date” means the date upon which Settlement Class Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.
- 1.29 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.
- 1.30 “Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for (i) the Fee Award and Costs, and (ii) the Service Awards, which shall be sixty (60) days following the Notice Date. The deadline for filing an objection will be clearly set forth in the Settlement Class Notice.
- 1.31 “Opt-Out Period” means the period in which a Class Member may submit a request to exclude him or herself from the Settlement (“Request for Exclusion”), pursuant to the terms and conditions herein, which shall expire sixty (60) days following the Notice Date. The deadline for filing a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

- 1.32 “Parties” means the Plaintiffs and Defendant.
- 1.33 “Private Information” means information potentially compromised in the Data Security Incident, including Class Members’ names, Social Security numbers, driver’s license numbers, state identification numbers, financial account information, medical information, health insurance information, dates of birth, passport numbers, digital/electronic signatures, tax identification numbers, access credentials, and mother’s maiden names.
- 1.34 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed Preliminary Approval Order attached hereto as **Exhibit D**.
- 1.35 “Reminder Notice” means a subsequent Notice sent to all Settlement Class Members who have not yet filed a claim, by the means used to send the initial Notice (i.e. U.S. Mail). A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.
- 1.36 “Reasonable Documentation” means documentation supporting a claim for Documented Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts.
- 1.37 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action reasonably related to or arising from the Data Security Incident.
- 1.38 “Released Parties” means (1) each of the Defendant; (2) each of their respective parents, subsidiaries, sibling entities, administrators, successors, reorganized successors, insurers, reinsurers and members; and (3) the current and former directors, officers, trustees, shareholders, employees, partners, contractors, agents, lenders, investors, and attorneys of each of the entities listed in categories (1) and (2) in this paragraph. Each of the Released Parties may be referred to individually as a “Released Party.”

- 1.39 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth below.
- 1.40 “Settlement” means this settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.
- 1.41 “Settlement Administrator” means CPT Group, the third-party class action settlement administrator selected by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any Requests for Exclusion from the Class. Class Counsel and Defendant may, by agreement, substitute a different Settlement Administrator, subject to Court approval.
- 1.42 “Settlement Benefit(s)” means any Settlement Payment, the Expanded Identity Theft and Fraud Monitoring Services, the Documented Out-of-Pocket Loss Payments, the Alternative Cash Payments, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee Award and Costs, and Administrative Expenses.
- 1.43 “Settlement Class” and “Class” means all 74,385 individuals whose Private Information may have been compromised in the data breach that is the subject of the Notice of Data Breach that was sent to Plaintiffs and Class Members on or around October of 2023 (the “Data Security Incident”). Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- 1.44 “Settlement Fund” means the non-reversionary cash fund that shall be established by Defendant in the amount of \$1,185,000.
- 1.45 “Settlement Remedial Measures” means the continuing implementation of security hardening measures implemented by Defendant after the Data Security Incident—the value of which have exceeded \$1,000,000. The Total Economic Benefits provided for in this Settlement is therefore at least Two Million One Hundred Eighty-Five Thousand Dollars (\$2,185,000).
- 1.46 “Settlement Payment” means any payment to be made to any Class Member for Approved Claims pursuant to Section 3.2 herein.
- 1.47 “Settlement Website” means the Internet website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and Requests for Exclusion, and provides access to relevant case documents including the Settlement Class Notice, information about

the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

- 1.48 “Summary Notice” means the summary notice of the proposed Settlement herein, substantially in the form attached hereto as **Exhibit B**.
- 1.49 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants). All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Agreement) (“Tax Expenses”), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administrative Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the escrow account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

## **2. BUSINESS PRACTICE COMMITMENTS**

- 2.1 Defendant has committed to continue implementing and maintaining the Settlement Remedial Measures to its data system security-- measures which do and will provide additional protection of the Private Information of Plaintiffs and Settlement Class Members still in its possession. The costs of these security enhancements are

to be paid by Defendant separate and apart from the cash component paid to Class Members. The estimated cost of such measures is in excess of One Million Dollars (\$1,000,000).

2.2 On request, Defendant will provide a declaration detailing the remedial security measures to Class Counsel prior to the Final Approval Hearing.

### **3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS**

- 3.1 Defendant will pay, or cause to be paid, \$1.185 million to the Settlement Administrator on a non-reversionary basis to settle the case.. The Settlement Fund will be the complete, total, and final extent of the Defendant Released Parties' liability in connection with the settlement of the Actions, but for the expense(s) associated with the Business Practice Commitments to which Defendant has committed, set forth in Section 2, which are separate and apart from the Settlement Fund. The Parties agree that no portion of the Settlement Fund shall ever be paid or returned to Defendant. The Settlement Fund will be applied to payment of Class Member claims, notice and administration expenses (to be agreed upon by the Parties), attorneys' fees and expenses of counsel, and class representative service awards. Defendant shall make, or cause to be made, the payment of \$1.185 million into an escrow account controlled by the Settlement Administrator (as defined below) ("Settlement Escrow Account") within thirty (30) days following preliminary approval. If final approval is not granted for any reason, the balance of the Settlement Escrow Account (after payment of costs associated with notice and administration necessary for the preliminary and final approval process), plus any interest earned on the Settlement Escrow Account, shall be returned to Defendant, within ten (10) days after such denial of final approval.
- 3.2 The Settlement Payment is to be deposited in an interest-bearing bank escrow account established and administered by the Settlement Administrator (the "Escrow Account"). The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of "A" or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both Parties), the Fee Award and Costs, and Service Awards.
- (a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Settlement Administrator is responsible for the payment of all Taxes.
- (b) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the

Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous paragraph) shall be consistent with this paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement or further order of the Court.

3.3 **Settlement Payments.** In addition to EITFM, for which all Class Members who submit a claim will be eligible to elect, each Class Member may also qualify and submit a claim for either (i) a Documented Loss Payment or (ii) an Alternative Cash Payment (plus a California Statutory Cash Payment, if the Class Member is eligible):

- (a) **Documented Loss Payment.** Class Members may submit a claim for actual out of pocket losses fairly attributable to the Data Security Incident and time spent dealing with it (in accordance with the schedule below), cumulatively up to \$5,000 per individual. These losses must be accompanied by appropriate documentation, as determined by the administrator, to be valid. These losses must be justified and documented for tasks such as:
- (i) Long distance telephone charges.
  - (ii) Cell phone minutes (if charged by the minute).
  - (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident).
  - (iv) Costs of credit reports purchased between February 7, 2023 and the claims deadline.

(v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between February 7, 2023 and the claims deadline, provided claimant provides sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes.

(vi) Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident.

(vii) Other documented losses incurred by Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.

(viii) Any claim submitted by a Settlement Class Member for a Documented Loss Payment that is deemed by the Settlement Administrator to be deficient (and which cannot be cured after a reasonable period of time) will be deemed to be a claim for an Alternative Cash Payment, rather than be denied outright.

(b) Alternative Cash Payment. In lieu of making a Documented Loss Payment under section 3.3(a) above, Class Members may submit a claim to receive an alternative cash payment in the amount of \$100 which may be adjusted on a pro rata basis (“Alternative Cash Payment”). The amount of the Alternative Cash Payment will be determined in accordance with the Plan of Allocation in Section 3.8 after amounts sufficient to pay valid claims for benefits in Sections 3.17, 8, and 9 (and taxes, expenses, service awards, fees and the approved California Statutory Cash Payment (as defined in Section 3.3(d) below)) have been deducted from the Settlement Fund. Plaintiffs will not need to supply any documentary proof to select this option.

(c) California Statutory Cash Payment. In addition to making a claim under Sections 3.3(a)-(c), Class Members who are residents of California (and/or who resided in California at any point between September 19, 2023 and the claim filing deadline) will be entitled to an additional cash payment (“California Statutory Cash Payment”) in the amount of \$150, which may be adjusted on a pro rata basis should the total amount of claims exceed the Settlement Fund. To qualify for the California Statutory Cash Payment, Class Members will have to provide proof of California residency. A sworn attestation shall satisfy the proof requirement for California residency.

3.4 Expanded Identity Theft and Fraud Monitoring (“EITFM”). All Class Members who submit a claim for a monetary payment pursuant to section 3.3 may also claim a code to enroll, at their option, in an identity theft and fraud monitoring program with single bureau credit monitoring, lasting one year, and offering up to \$1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist. Class Members who accepted the Defendant’s original offer of identity theft and fraud

monitoring shall be entitled to an additional one year if they claim this benefit. The cost of the Expanded Identity Theft and Fraud Monitoring (but not Defendant's original offer of monitoring) will be paid from the Settlement Fund. Class Members will not need to supply any documentary proof to select this option.

- 3.5 **Settlement Payment Methods.** Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option with the Settlement Administrator, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.
- 3.6 **Deadline to File Claims.** Claim Forms must be postmarked or received electronically within sixty (60) days after the Notice Date.
- 3.7 **The Settlement Administrator.** The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant (with a copy to Class Counsel) of the deficiencies and notify the Claimant that he or she shall have thirty (30) days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable.
- 3.8 **Timing of Settlement Benefits.** Within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form.
- 3.9 **Plan of Allocation.** It is the intention of the Parties to distribute to Class Members as much of the Settlement Fund as practicable. Accordingly, the Settlement Fund shall be used to make payments in the following order: (i) all costs of claims administration (including applicable taxes, if any), (ii) Plaintiffs' counsel's fees and expenses and Court-approved service awards, (iii) the costs of providing the Expanded Identity Theft and Fraud Monitoring, dedicated fraud specialists, and \$1,000,000 in identity theft and fraud insurance; (iv) approved claims for approved documented losses and attested time (up to \$5,000 per person); and (v) approved claims for the California Statutory Cash Payment. The remaining amount is the Net Settlement Fund. The amount of the Alternative Cash Payments shall be the Net Settlement Fund divided by the number of valid claims submitted for that option. Any claims for out of pocket losses and attested time under section 3.3(a) that were rejected for that category will also be eligible for the Alternative Cash Payment under this formula, as opposed to being rejected outright.

- 3.10 Deadline to Deposit or Cash Physical Checks. Class Members with Approved Claims who receive a Documented Loss Payment, Alternative Cash Payment, or California Statutory Cash Payment by physical check, shall have 120 days following distribution to deposit or cash their benefit check.
- 3.11 Residual Funds. The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all payments described above to the Class Members, a subsequent Settlement payment will be evenly distributed to all Members with approved claims for monetary payments under either paragraphs 3.3(a) or 3.3(c) above and who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than three dollars (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment amount in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed in equal parts to the Electronic Frontier Foundation or another *cy pres* recipient mutually agreed upon by the Parties and approved by the Court.
- 3.12 Returned Payments. For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in a reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within thirty (30) days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.
- 3.13 Residue of Settlement Fund. No portion of the Settlement Fund shall ever revert or be repaid to Defendant after the Effective Date.
- 3.14 Custody of Settlement Fund. The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Defendant and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.
- 3.15 Non-Reversionary. This is a non-reversionary settlement. As of the Effective Date, all rights of Defendant and/or its insurer in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendant and/or its insurers.

- 3.16 **Payment/Withdrawal Authorization.** No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Court's order granting approval to the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Business Days prior to making such withdrawal or payment.
- 3.17 **Payments to Class Members.** The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.
- 3.18 **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 the 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. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, or Class Member as a result of any benefit or payment received as a result of the Settlement. Each Claimant, Class Representative, or Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.
- 3.19 **Limitation of Liability**
- (a) Defendant and the Released Parties shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- (b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.
- (c) The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, and Defendant and Defendant's Counsel, harmless for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

#### **4. RELEASE**

- 4.1 Upon the occurrence of the later of the Effective Date and Defendant paying the full amount of the Settlement Fund to the Settlement Administrator, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the Settlement Class List in accordance with Section 6.4, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, against each of the Released Parties, and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the operative Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any other unidentified third-party. Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement, or to any Class Member (or the estate of any Class Member) who is deceased.

- 4.2 Upon the occurrence of the later of the Effective Date and Defendant paying the full amount of the Settlement Fund to the Settlement Administrator, and in consideration of the Released Claims described herein, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Class Representatives, Class Counsel, and all Class Members identified in the Settlement Class List of all claims based upon the institution, prosecution, settlement, or resolution of the litigation or the Released Claims, except for enforcement of the Settlement Agreement. Notwithstanding the above, any other claims or defenses Defendant may have against such Persons including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based upon the institution, prosecution, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.
- 4.3 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Specifically, The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action that are reasonably related to or arising from the Data Security Incident and that Plaintiffs, any member of the Settlement Class, or any Releasing Party do not know or suspect to exist, which, if known, might have affected their decision to release the Released Parties or Released Claims, or to agree or object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have waived and relinquished, to the fullest extent permitted by law, any and all claims, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which now exist or may arise in the future that relate to the subject matter of the Action or the Released Claims. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542.

## 5. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.
- 5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.
- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and Defendant stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes. Plaintiffs and Defendant further stipulate to designate the Class Representatives as the representatives for the Settlement Class.
- 5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order.

## 6. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

- 6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.
- 6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members. Notice of the settlement will be provided by postcard with a tear-off claim form, and by email where available (in a manner to appropriately protect the confidential nature of the data at issue, if necessary), to the same list of approximately 74,385 addresses that were mailed notice of the Data Security Incident. A Reminder Notice may be sent by the Settlement Administrator thirty (30) days prior to the Claims Deadline, in the event that the claims rate (as calculated by the Settlement Administrator) is less than 5% of the Settlement Class 45 days prior to the Claims Deadline. Class Counsel shall decide, in their sole discretion, whether or not to direct the Settlement Administrator to send a Reminder Notice. Any Reminder Notice will be paid for out of the Settlement Fund.

- 6.4 **Settlement Class List.** Within ten (10) days after the issuance of the Preliminary Approval Order, Defendant will provide to the Settlement Administrator a list of the names and contact information of the 74,385 Class Members that it has in its possession, custody, or control, and which have had confirmed deceased individuals removed. Everyone on the Settlement Class List will be provided with a unique identifier that they will be asked for when they submit claims.
- 6.5 **Confidentiality.** Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose. Moreover, because the Class Member list and information contained therein will be provided to the Settlement Administrator solely for purposes of providing the Class Notice and Settlement Benefits and processing opt-out requests, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Defendant's Counsel, and will ensure that any information provided to it by Class Members, Class Counsel, Defendant, or Defendant's Counsel, will be secure and used solely for the purpose of effecting this Settlement.
- 6.6 **Fraud Prevention.** The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the claimant is a Settlement Class Member and the claim is valid. Anyone who has a good faith belief that they are Class Member but did not receive the Summary Notice from the Class Member will have a reasonable opportunity to provide proof that they are a Class Member.
- 6.7 **Settlement Website.** Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement. The Settlement Administrator shall create the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, the Final Approval Order and Judgment, and the operative Consolidated Class Action Complaint in the Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.

The Settlement Website shall also allow for submission of Requests of Exclusion electronically through the Settlement Website.

- 6.8 Opt Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date. Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. In the event a Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, such Request for Exclusion must be in writing and must identify the case name "*Donna Dryden v. Tri Counties Bank, No. 23-CV-03115*"; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Donna Dryden v. Tri Counties Bank, No. 23-CV-03115*.'" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt outs.
- 6.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Settlement Administrator, postmarked no later than sixty (60) days after the Notice Date or by appearing at the Final Approval Hearing and making an oral objection. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other person will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) days following the Notice Date. All written objections and supporting papers must clearly (a) state the Class Member's full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; (e) include a list, including case name, court, and docket number,

of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All objections must be emailed or postmarked to the Settlement Administrator on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections except and unless they personally appear at the Final Approval Hearing to orally state their objection.

## 7. SETTLEMENT ADMINISTRATION

### 7.1 Submission of Claims.

- (a) Submission of Electronic and Hard Copy Claims. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.
- (b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

### 7.2 Settlement Administrator's Duties.

- (a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement.
- (c) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the

Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

- (i) Receive Requests for Exclusion from Class Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than five (5) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- (ii) Provide weekly reports to Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), and the categorization and description of Claim Forms rejected by the Settlement Administrator. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- (iii) Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- (iv) Cooperate with any audit by Class Counsel or Defendant's Counsel, who shall have the right, but not the obligation, to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

- 7.3 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

## 8. SERVICE AWARDS

- 8.1 Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to \$5,000 (Five Thousand Dollars) per Class Representative. Class Counsel may file a motion seeking Service Awards for the Class Representatives on or before fourteen (14) days before the Objection Deadline.
- 8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall

be paid by the Settlement Administrator, in the amount approved by the Court, within 7 calendar days of the Effective Date.

- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Award in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Award shall constitute grounds for cancellation or termination of this Agreement.
- 8.4 The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

## **9. ATTORNEYS' FEES, COSTS, AND EXPENSES**

- 9.1 Class Counsel will file a motion seeking an award of attorneys' fees of up to 35% (thirty-five percent) of the Total Economic Benefits discussed in paragraph 1.45, and, additionally, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), not to exceed \$30,000, no later than fourteen (14) days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, within 7 calendar days of the Effective Date.
- 9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards.
- 9.4 Defendant reserves the right to challenge or object to Plaintiffs' requested Fee Award and Costs.

## **10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

- 10.1 The Effective Date of the Settlement shall be the first day after all of the following conditions have occurred:
  - (a) Defendant and Class Counsel execute this Agreement;
  - (b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;
  - (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;

- (d) The Court enters the Final Approval Order; and
  - (e) The Final Approval Order have become “Final” because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired. If there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.
- 10.2 Defendant shall have the right to void the settlement if (i) more than 175 Class Members who are not represented by counsel opt out of the Settlement or (ii) more than 50 Class Members file opt outs indicating they are represented by counsel in this matter. That decision shall be made no later than five (5) days after the administrator delivers the final opt out list to the Parties. Should Defendant exercise this option, it will be solely responsible for payment of any notice and settlement administration costs incurred.
- 10.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party, in its sole discretion, to be exercised within fourteen (14) days after such modification, may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.
- 10.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Action immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and vacated and shall not be used in or cited by any person or entity in support of claims or defenses.
- 10.5 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect, and the Parties will return to their respective positions existing immediately before the execution of this Agreement.

10.6 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of Notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

## **11. NO ADMISSION OF WRONGDOING OR LIABILITY**

11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:

- (a) shall not be offered or received against Defendant as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendant with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendant;
- (b) shall not be offered or received against Defendant as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendant;
- (c) shall not be offered or received against Defendant as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Defendant, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- (d) shall not be construed against Defendant as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by Defendant have any merit.

## **12. REPRESENTATIONS**

- 12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

## **13. NOTICE**

- 13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

**COLE & VAN NOTE**

Scott Edward Cole, Esq.  
555 12<sup>th</sup> Street, Suite 2100  
Oakland, California 94607  
Telephone: (510) 891-9800  
Facsimile: (510) 891-7030  
Email: sec@colevannote.com

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

John J. Nelson  
402 W. Broadway, Suite 1760  
San Diego, CA 92101  
Telephone: (858) 209-6941  
Email: jnelson@milberg.com

**WUCETICH & KOROVILAS LLP**

Jason M. Wucetich  
jason@wukolaw.com  
222 N. Pacific Coast Hwy., Suite 2000  
El Segundo, CA 90245  
Telephone: (310) 335-2001  
Facsimile: (310) 364-5201

*Plaintiffs' Co-Lead Counsel*

- 13.2 All notices to Defendant or Defendant's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

**GORDON REES SCULLY & MANSUKHANI**

Justin M. Holmes

Three Logan Square  
1717 Arch Street, Suite 610  
Philadelphia PA 19103

*Counsel for Defendant*

- 13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent by email and First Class mail to the following address:

Tri Counties Bank Data Security Incident Litigation  
c/o Settlement Administrator  
[XXXXXXXXXXXX]  
[XXXXXX]

- 13.4 The notice recipients and addresses designated in this Section may be changed by written notice agreed to by the Parties and posted on the Settlement Website.

#### **14. MISCELLANEOUS PROVISIONS**

- 14.1 Representation by Counsel. The Class Representatives and Defendant represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.
- 14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.
- 14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.
- 14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between Parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that

uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.

- 14.6 **Modification or Amendment.** This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.
- 14.7 **Waiver.** The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.8 **Severability.** Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.
- 14.9 **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties thereto.
- 14.10 **Survival.** The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 14.11 **Governing Law.** All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of California, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 14.12 **Interpretation.**
  - (a) Definitions apply to the singular and plural forms of each term defined.
  - (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
  - (c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."
- 14.13 **Fair and Reasonable.** The Parties and their counsel believe this Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

- 14.14 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.
- 14.15 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.
- 14.16 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.
- 14.17 Counterparts and Signatures. This 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 provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.
- 14.18 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.
- 14.19 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.
- 14.20 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.
- 14.21 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: _____	Dated: _____
For Defendant Tri Counties Bank	For Plaintiffs and Settling Class Members

Justin M. Holmes  
Justin Holmes  
**GORDON REESE SCULLY  
MASUKHANI, LLP**

/s/  
Scott E. Cole  
**COLE & VAN NOTE**

/s/  
John J. Nelson  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

/s/  
Jason M. Wucetich  
**WUCETICH KOROVILAS**

Justin M. Holmes  
Justin Holmes  
**GORDON REESE SCULLY  
MASUKHANI, LLP**

/s/  
Scott E. Cole  
**COLE & VAN NOTE**

/s/  
John J. Nelson  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

/s/  
Jason M. Wucetich  
**WUCETICH KOROVILAS**

Defendant:

Dated: \_\_\_\_\_

\_\_\_\_\_

[INSERT HERE]

Class Representatives:

Dated: \_\_\_\_\_

\_\_\_\_\_

Donna Dryden

Dated: 11/20/2025



Sarah Watkins

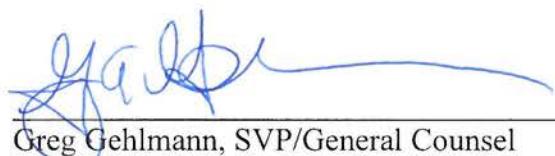
Dated: \_\_\_\_\_

\_\_\_\_\_

Rita Delgado

Defendant:

Dated: November 24, 2025



Greg Gehlmann, SVP/General Counsel

Class Representatives:

Dated: \_\_\_\_\_

Donna Dryden

Dated: \_\_\_\_\_

Sarah Watkins

Dated: \_\_\_\_\_

Rita Delgado

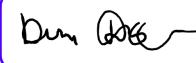
Defendant:

Dated: \_\_\_\_\_

[INSERT HERE]

Class Representatives:

Dated: \_\_\_\_\_  
11/21/2025

Signed by:  
  
9D187E4A8BB84CC...

Donna Dryden

Dated: \_\_\_\_\_

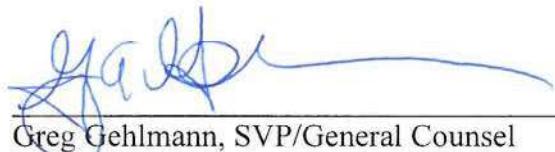
Sarah Watkins

Dated: \_\_\_\_\_

Rita Delgado

Defendant:

Dated: November 24, 2025



Greg Gehlmann, SVP/General Counsel

Class Representatives:

Dated: \_\_\_\_\_

Donna Dryden

Dated: \_\_\_\_\_

Sarah Watkins

Dated: November 24, 2025



Rita Delgado  
Rita Delgado (Nov 24, 2025 18:40:20 PST)

Rita Delgado

# EXHIBIT A

## Claim Form

### SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your Private Information was potentially compromised in the *Dryden v. Tri Counties Bank* Data Security Incident that took place on or about February 7, 2023 and if you did not opt out of the settlement, you may submit a claim.

**The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com), or you can complete and mail this Claim Form to the mailing address above. Settlement Class Members may qualify for one or more of the following benefits:**

- **Expanded Identity Theft and Fraud Monitoring (“EITFM”):** You may enroll in identity theft and fraud monitoring program with single bureau credit monitoring, lasting one year, and offering up to \$1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist. Settlement Class Members who accepted the Defendant’s original offer of identity theft and fraud monitoring shall be entitled to an additional one year if they claim this benefit. Enrollment instructions will be provided after the settlement receives final approval.
- **Documented Loss Payment:** You may submit a claim for actual out of pocket losses fairly attributable to the Data Security Incident and time spent dealing with it for up to \$5,000 per Settlement Class Member. To receive a Documented Loss payment, you must submit appropriate documentation supporting the losses.  
Any claim that is deemed by the Settlement Administrator to be deficient (and which cannot be cured after a reasonable period of time) will be deemed to be a claim for an Alternative Cash Payment, rather than be denied outright.
- **Alternative Cash Payment:** As an alternative to filing a claim for Documented Loss Payment, you can elect to make a claim for \$100 Alternative Cash Payment which may be adjusted on a pro rata basis. To receive this benefit, you must submit a Valid Claim, but no documentation is required to make a claim. The amount of the Alternative Cash Payment will be calculated under the Plan of Allocation in the Settlement Agreement, after deducting from the Settlement Fund the amounts needed to pay claims administration, attorney’s fees expenses, service awards, fees, cost of EITFM, documented losses and the approved California Statutory Cash Payment.
- **California Statutory Cash Payment:** In addition to making a claim for Documented Loss Payment or Alternative Cash Payment, Settlement Class Members who are residents of California (and/or who resided in California at any point between February 7, 2023 and the claim filing deadline) will be entitled to an additional cash payment in the amount of \$150, which may be adjusted on a pro rata basis should the total amount of claims exceed the Settlement Fund. To qualify for the California Statutory Cash Payment, you must provide proof of California residency by submitting a sworn attestation confirming their California residency.

**Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.** For more information and complete instructions visit [www.\[Web Address\].com](http://www.[Web Address].com).

**Settlement benefits will be distributed after the Settlement is approved by the Court and final.**

## Your Information

*This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [Email]@cptgroup.com.*

First Name

Last Name

Mailing Address

11. **What is the primary purpose of the *Journal of Clinical Endocrinology and Metabolism*?**

City

\_\_\_\_\_

## State

ZIP Code

## Phone Number

The diagram consists of three horizontal rows of rectangles. The first row has 3 rectangles. The second row has 3 rectangles. The third row has 5 rectangles. This visual representation corresponds to the mathematical equation  $3 - 3 - 5 = -5$ .

Email Address

\_\_\_\_\_

CPT ID (as shown on the notice you received)

--	--	--	--	--	--

## Expanded Identity Theft and Fraud Monitoring

Check this box to receive one (1) year of free of Expanded Identity Theft and Fraud Monitoring.

## Cash Payment

You can submit a claim for the following cash payments.

**1. Documented Loss Payment:** You can receive reimbursement up to \$5,000 for out-of-pocket losses fairly attributable to the Data Security Incident and time spent dealing with it. To receive a Documented Loss payment, you must submit appropriate documentation supporting the losses.

**Examples of documented losses include:** out of pocket expenses incurred as a result of the Data Security Incident, including (without limitation) (i) Long distance telephone charges; (ii) Cell phone minutes (if charged by the minute); (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident); (iv) Costs of credit reports purchased between February 7, 2023 and the claims deadline; (v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between February 7, 2023 and the claims deadline, provided claimant provides sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes; (vi) Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident; and (vii) Other documented losses incurred by Settlement Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator.

**Examples of supporting documentation include (but are not limited to):** (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. Self-prepared documents such as

handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

**Supporting documentation must be provided:** You must provide the details below and attach supporting documentation and attach documentation such as a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

Description of Expense and Supporting Documents	Amount

**2. Alternative Cash Payment:** As an alternative to filing a claim for Documented Loss Payment, you can elect to make a claim for \$100 Alternative Cash Payment which may be adjusted on a pro rata basis.

Check this box to receive Alternative Cash Payment.

**3. California Statutory Cash Payment:** If you resided in California at any point between February 7, 2023 and the Claim Form Deadline, you are eligible to claim up to a \$150 cash payment.

By checking this box, I attest under penalty of perjury that I resided in California between February 7, 2023 and the Claim Form Deadline.

### How You Will Receive Your Payment

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [www.\[Web Address\].com](http://www.[Web Address].com).

### Signature

By signing my name below, I declare under penalty of perjury under the laws of the State of California that the information included on this Claim Form is true and accurate, and I certify that I am eligible to make a claim in this Settlement, and that I am completing this Claim Form to the best of my personal knowledge. I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

Signature

Date: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
MM DD YYYY

# EXHIBIT B

A Settlement has been proposed in a class action lawsuit against Tri Counties Bank ("Defendant"), relating to the incident discovered on or around February 7, 2023, in which unauthorized third parties potentially gained access to Settlement Class Members' Private Information (the "Data Security Incident"). You are being provided this Notice because you have a right to know about a proposed settlement of this class action, and about your rights and options, before the Court decides whether to grant final approval of the Settlement.

**Who is Included?** All individuals whose Private Information may have been compromised in the data breach that is the subject of the Notice of Data Breach that was sent to Plaintiffs and Class Members on or around October of 2023.

**What does the Settlement Provide?** The Settlement provides a \$1,185,000 Settlement Fund which will be used to pay for Settlement Class Member claims, notice and administration expenses, attorneys' fees and expenses of counsel, and class representative service awards. Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following settlement benefits:

- a. Documented Loss Payment** – Reimbursement for certain losses that more likely than not resulted from the Data Security Incident up to \$5,000 per individual. You must provide documentation of losses.
- b. Alternative Cash Payment** – In the alternative to making claims for Documented Loss Payment, you may elect to make a claim for \$100 Alternative Cash Payment which may be adjusted on a pro rata basis.
- c. California Statutory Cash Payment** – If you resided in California at the time of the Data Security Incident, you may elect to receive an additional cash payment for \$150 which may be adjusted on a pro rata basis.
- d. Expanded Identity Theft and Fraud Monitoring** – One year of single bureau credit monitoring services.

**How To Get Benefits.** You must complete and file a Claim Form online or by mail postmarked by **[Deadline]**, including required documentation. You can file your claim online at [www.\[Website Address\].com](http://www.[Website Address].com) using the Unique ID and Passcode located on the front of this postcard or download and submit by mail. You may also complete the enclosed tear-off Claim Form for Alternative Cash Payment, California Statutory Cash Payment and Expanded Identity Theft and Fraud Monitoring *only*. Documented Loss Payment claims must be submitted on the website or by mail along with documentation.

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **[Deadline]**. If you do not exclude yourself, you will release any claims you may have against Prog and Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at [www.\[Website Address\].com](http://www.[Website Address].com). If you do not exclude yourself, you may **object to the Settlement**. Visit the website for complete information on how to exclude yourself or object to the Settlement.

**The Final Fairness Hearing.** The Court has scheduled a hearing in this case for **[Date/Time]** located at **[Address]**, to consider whether to approve the Settlement, attorneys' fees and expenses of counsel, and class representative service awards, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

This Notice is a Summary. For more information about the Settlement and how to file a Claim Form visit [www.\[Website Address\].com](http://www.[Website Address].com), call 1-888-764-4519 or email [Email address].



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PO BOX 19504  
IRVINE CA 92623**

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First Class  
U.S. Postage  
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**Court Approved Legal Notice**

Superior Court of California, Butte County  
*Dryden v. Tri Counties Bank*  
Case No. 23-CV-03115

**If your Private Information was potentially compromised in a Data Security Incident that took place at Tri Counties Bank on or around February 7, 2023, you could receive Settlement Benefits from a class action Settlement.**

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

***Dryden v. Tri Counties Bank***

PO Box 19504  
Irvine, CA 92623

ELECTRONIC SERVICE REQUESTED

CPT ID: «ID»  
Passcode: «Passcode»  
«FullName»  
«Address1» «Address2»  
«City», «State» «Zip»

***Dryden v. Tri Counties Bank - POSTCARD CLAIM FORM***

Complete and return this Claim Form to receive Alternative Cash Payment, California Statutory Cash Payment and/or Expanded Identity Theft and Fraud Monitoring by no later than [Deadline]. To submit a claim for Documented Loss Payment, visit the settlement website at [www.\[Website Address\].com](http://www.[Website Address].com).

**Alternative Cash Payment**

Check this box if you want to receive \$100 Alternative Cash Payment which may be adjusted on a pro rata basis. This cash payment is an alternative to submitting claims for Documented Loss Payment which requires documentation.

**California Statutory Cash Payment**

By checking this below, I attest under penalty of perjury that I resided in California between September 19, 2023 and the Claim Form Deadline and will be entitled to an additional \$150 cash payment which may be adjusted on a pro rata basis.

**Expanded Identity Theft and Fraud Monitoring**

Check this box if you want to receive one year of single bureau credit monitoring services. You must provide your email address to receive enrollment instructions: \_\_\_\_\_

**Payment** A paper check will be sent to the same address as this Notice. If you prefer an electronic payment such as PayPal, Venmo or Direct Deposit, file your claim at [www.\[Website Address\].com](http://www.[Website Address].com).

**Address Change** If your address is different from the preprinted data on the front of this postcard, please print your correct information. Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sign and Date Your Claim Form** By signing my name below, I declare under penalty of perjury under the laws of the State of California that the information included on this Claim Form for Alternative Cash Payment, California Statutory Cash Payment and/or Expanded Identity Theft and Fraud Monitoring is true and accurate, and I certify that I am eligible to make a claim in this Settlement, and that I am completing this Claim Form to the best of my personal knowledge.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

CPT ID: «ID» / Claimant: «FullName»

# EXHIBIT C

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Superior Court of California, Butte County

*Dryden v. Tri Counties Bank*  
Case No. 23-CV-03115

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

**If your Private Information was potentially compromised in a Data Security Incident that took place at Tri Counties Bank on or around February 7, 2023, you could receive Settlement Benefits from a class action Settlement.**

- A Settlement has been proposed in a class action lawsuit against Tri Counties Bank (“Defendant”), relating to the incident discovered on or around February 7, 2023, in which unauthorized third parties potentially gained access to Settlement Class Members’ Private Information (the “Data Security Incident”).
- If your Private Information was potentially accessible as a result of the Data Security Incident, including if you received a notification from Defendant about the Data Security Incident, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides a \$1,185,000 Settlement Fund which will be used to pay for Settlement Class Member claims, notice and administration expenses, attorneys’ fees and expenses of counsel, and class representative service awards.
- This Notice may affect your rights. Please read it carefully. For complete details, visit [www.\[Web address\].com](http://www.[Web address].com) or call toll-free [Toll-free number].

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<b>DO NOTHING</b>	You will not receive any Settlement Benefits and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to receive any Settlement Benefits. Claims must be submitted by <b>[Date]</b> .	<b>[Date]</b>
<b>EXCLUDE YOURSELF</b>	If you ask to be excluded, you will not receive any Settlement Benefits, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	<b>[Date]</b>
<b>OBJECT</b>	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	<b>[Date]</b>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service awards and costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Superior Court of California, Butte County is overseeing this class action. The lawsuit is known as *Dryden v. Tri Counties Bank*, Case No. 23-CV-03115. The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Tri Counties Bank is called the “Defendant.”

### 2. What is this lawsuit about?

This matter is a class action (the “Action”) arising from an incident whereby a third-party gained unauthorized access to certain database files, resulting in potentially accessing sensitive personal information of Defendant. The lawsuit asserts common law claims against Defendant for alleged negligent data security practices, alleged breach of contract, and statutory claims.

Defendant denies any allegation of wrongdoing and denies that Plaintiff would prevail or be entitled to any relief should this matter proceed to be litigated.

### 3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

### 4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiffs’ or Defendant’s favor. Instead, Plaintiffs and Defendant agreed to settle the Action. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendant.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if your Private Information was potentially involved in the Data Security Incident discovered in February 2023. Defendant previously mailed notice of the Data Security Incident to Settlement Class Members on or around October 12, 2023. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [Toll-free number] or by emailing [Email address]@cptgroup.com.

## 6. Are there exceptions to being included in the Settlement?

Yes, the following are not included in the Settlement Class: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Defendant and its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant, has a controlling interest; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

## 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at [www.\[Website address\].com](http://www.[Website address].com) or contact the Settlement Administrator's toll-free number at [Toll-free number] or by email at [Email address]@cptgroup.com.

# THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

## 8. What does the Settlement provide?

Under the Settlement, Defendant will establish a settlement fund in the amount of \$1,185,000. These funds will be used to pay for all valid claims made by Settlement Class Members, notice and administration costs, service awards, and attorneys' fees and costs. In addition, Defendant has or will make certain data security enhancements which are paid by Defendant separately and apart from the cash component paid to Class Members.

In addition to Expanded Identity Theft and Fraud Monitoring ("EITFM"), for which all Class Members who submit a claim will be eligible to elect, each Class Member may also qualify and submit a claim for either (i) a Documented Loss Payment or (ii) an Alternative Cash Payment (plus a California Statutory Cash Payment, if the Class Member is eligible):

- **Documented Loss Payment:** Settlement Class Members may submit a claim for actual out of pocket losses fairly attributable to the Data Security Incident and time spent dealing with it for up to \$5,000 per Settlement Class Member. To receive a Documented Loss payment, a Settlement Class Member must submit appropriate documentation, as determined by the administrator, to be valid. These losses must be justified and documented for tasks such as: (i) Long distance telephone charges; (ii) Cell phone minutes (if charged by the minute); (iii) Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident); (iv) Costs of credit reports purchased between February 7, 2023 and the claims deadline; (v) Documented costs paid for credit monitoring services and/or fraud resolution services purchased between February 7, 2023 and the claims deadline, provided claimant provides sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes; (vi) Documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident; and (vii) Other documented losses incurred by Settlement Class Members that are fairly traceable to the Data Security Incident as determined by the Settlement Administrator. Any claim submitted by a Settlement Class Member for a Documented Loss Payment that is deemed by the Settlement Administrator to be deficient (and which cannot be cured after a reasonable period of time) will be deemed to be a claim for an Alternative Cash Payment, rather than be denied outright.
- **Alternative Cash Payment:** As an alternative to filing a claim for Documented Loss Payment, Settlement Class Members can elect to make a claim for \$100 Alternative Cash Payment which may be adjusted on a pro rata basis. To receive this benefit, Settlement Class Members must submit a Valid Claim, but no documentation is required to make a claim. The amount of the Alternative Cash Payment will be calculated under the Plan of Allocation in Section 3.9 of the Settlement Agreement, after deducting from the

Settlement Fund the amounts needed to pay claims administration, attorney's fees expenses, service awards, fees, cost of EITFM, documented losses and the approved California Statutory Cash Payment.

- **California Statutory Cash Payment:** In addition to making a claim under Documented Loss Payment and Alternative Cash Payment, Settlement Class Members who are residents of California (and/or who resided in California at any point between September 19, 2023 and the claim filing deadline) will be entitled to an additional cash payment in the amount of \$150, which may be adjusted on a pro rata basis should the total amount of claims exceed the Settlement Fund. To qualify for the California Statutory Cash Payment, Settlement Class Members must provide proof of California residency by submitting a sworn attestation confirming their California residency.
- **Expanded Identity Theft and Fraud Monitoring (“EITFM”):** All Settlement Class Members who submit a claim for a monetary payment may also claim a code to enroll, at their option, in an identity theft and fraud monitoring program with single bureau credit monitoring, lasting one year, and offering up to \$1,000,000 in insurance for any losses due to fraud or identity theft during that time as well as access to a dedicated fraud/identity theft rehabilitation specialist. Settlement Class Members who accepted the Defendant' original offer of identity theft and fraud monitoring shall be entitled to an additional one year if they claim this benefit. The cost of the Expanded Identity Theft and Fraud Monitoring (but not Defendant' original offer of monitoring) will be paid from the Settlement Fund. Enrollment instructions will be provided after the settlement receives final approval.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 9. Do I need to submit a claim?

If you would like to receive benefits from the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

### 10. How do I submit a claim for the Settlement Benefits?

To receive Settlement Benefits, you must submit a valid and timely Claim Form to the Settlement Administrator by **[Deadline]**. You will need your name, address, telephone number, and email address, if applicable, and unique CPT ID provided in the Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [www.\[Website address\].com](http://www.[Website address].com). If by mail, the Claim Form must be **postmarked** by **[Deadline]**. You may request a Claim Form be mailed to you by calling **[Toll-free number]** or by writing to:

*Dryden v. Tri Counties Bank*  
PO Box 19504  
Irvine, CA 92623  
[Email address]@cptgroup.com

### 11. What am I giving up so as to receive the Settlement Benefits or to stay in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally

bind you. You will not be able to sue or be part of any other lawsuit against Defendant and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

## 12. What are the Released Claims?

The Settlement Agreement describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.\[Website address\].com](http://www.[Website address].com), in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

## 13. What happens if my contact information changes after I submit a claim or receive the Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Dryden v. Tri Counties Bank*  
PO Box 19504  
Irvine, CA 92623  
[Email address]@cptgroup.com

## 14. When will I receive my Settlement Benefits?

The Court will hold a hearing on [Date] at [Time] to decide whether to approve the Settlement. The Settlement Benefits will be distributed after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, [\[Website address\]](http://[Website address]).

# THE LAWYERS REPRESENTING YOU

## 15. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Suite 2100, Oakland, CA 94607; John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, 402 W. Broadway, Suite 1760, San Diego, CA 92101; and Jason M. Wucetich of Wucetich & Korovilas LLP, 222 N. Pacific Coast Hwy., Suite 2000, El Segundo, CA 90245 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

## 16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 35% of the Total Economic Benefits of the Settlement, plus reimbursement of costs, not to exceed \$30,000. They will also ask the Court to approve service awards not to exceed \$5,000 to each of the Plaintiffs for their service to the Action and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid from the Settlement Fund. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at [www.\[Website address\].com](http://www.[Website address].com) before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

## OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

### 17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail or email a written notice of intent to opt-out, also referred to as a "Request for Exclusion" in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone or email. You must mail your exclusion request postmarked no later than [Deadline] to:

*Dryden v. Tri Counties Bank*  
Attn: Opt-Outs  
PO Box 19504  
Irvine, CA 92623

### 18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

### 19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Security Incident. You must opt-out of the Action to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees, costs and service awards. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees, costs and service awards. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than [Deadline], stating you object to the Settlement.

The objection must include all the following additional information:

- a. the name of this Action, *Dryden v. Tri Counties Bank*, Case No. 23-CV-03115;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident);
- d. identify the specific factual and legal grounds for the objection;

- e. identify all counsel representing the Class Member, if any;
- f. include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years;
- g. contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing.
- h. objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- i. the objector's signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked by no later than [Date] to the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator:

Court	Class Counsel	Defendant's Counsel	Settlement Administrator
Superior Court of California, Butte County [Address]	<p>Scott Edward Cole Cole &amp; Van Note 555 12th Street Suite 2100 Oakland, CA 94607</p> <p>John J. Nelson Milberg Coleman Bryson Phillips Grossman, PLLC 402 W. Broadway, Suite 1760 San Diego, CA 92101</p> <p>Jason M. Wucetich Wucetich &amp; Korovilas LLP 222 N. Pacific Coast Hwy. Suite 2000 El Segundo, CA 90245</p>	<p>Justin M. Holmes Gordon Rees Scully Mansukhani, LLP Three Logan Square 1717 Arch Street Suite 610 Philadelphia, PA 19103</p>	<p>Dryden v. Tri Counties Bank Attn: Objections PO Box 19504 Irvine, CA 92623</p>

Any Settlement Class Member who fails to comply with the requirements for objecting in the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

## 21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service awards, and costs. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

## THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on [Date/Time] before Judge [Judge] at the [Court address].

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to Plaintiff. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.\[Website address\].com](http://www.[Website address].com).

### **23. Do I have to attend to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

### **24. May I speak at the Final Approval Hearing?**

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

## **IF YOU DO NOTHING**

### **25. What happens if I do nothing at all?**

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

## **GETTING MORE INFORMATION**

### **26. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.\[Website address\].com](http://www.[Website address].com) or call [Toll-free number]. You can also contact the Settlement Administrator by mail or email.

*Dryden v. Tri Counties Bank*  
PO Box 19504  
Irvine, CA 92623  
[Email address]@cptgroup.com

**Please do not call the Court or the Clerk of the Court for additional information.**