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LAW AND MOTION DEPT. 53/54
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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15
16 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 IN AND FOR THE CITY AND COUNTY OF SACRAMENTO

18 KYLE RODRIGUEZ, on behalf of
himself and all others similarly situated,
19
20 Plaintiff,

21 vs.

22 RIVER CITY BANK, a California
Corporation; and DOES 1-10,
23 Defendants.

Case No. 34-2021-00296612
cc

**REVISED [PROPOSED] ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 26, 2022

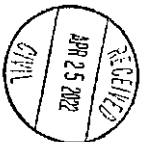
Time: 9:00 a.m.

Judge: Christopher Krueger

Dept.: 54

Reservation No.: 2630457

Action filed: March 16, 2021



1 1. This matter is before the Court on Plaintiff Kyle Rodriguez's ("Plaintiff" or
2 "Rodriguez") Motion for Preliminary Approval of the Proposed Class Action Settlement.
3 Plaintiff, individually and on behalf of the proposed settlement class, and Defendant River City
4 Bank ("Defendant" or "Bank") have entered into a Class Action Settlement Agreement and
5 Release ("Settlement Agreement") that, if approved, would settle the above-captioned litigation.
6 Having considered the motion, the Settlement Agreement together with all exhibits and
7 attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS
8 HEREBY ORDERED as set forth below.

9 2. The Court has jurisdiction over this litigation, Plaintiff, Defendant, the Class
10 Members, and the Settlement Administrator, who by agreeing to administer the Settlement
11 consents to the jurisdiction of this Court and to be bound by any order of this Court related to
12 administration of the Settlement.

13 3. Unless otherwise defined herein, all terms that are capitalized herein shall have
14 the same meaning ascribed to those terms in the Settlement Agreement.

15 **I. BACKGROUND**

16 4. This putative class action commenced against defendant River City Bank's
17 ("Bank") on 3/16/2021 arises from a data breach involving "Private Financial Information"
18 ("PFI") consisting of Bank's customer names, addresses, dates of birth, social security numbers
19 and account information. The First Amended Complaint ("1AC") asserts that an employee of
20 Bank downloaded customer data to a personal storage drive and then sent the information to a
21 third party, thereby exceeding his/her authorized access to the data which was otherwise limited
22 to "legitimate bank purposes." (1AC, ¶1.) According to the 1AC, Bank discovered this breach on
23 or about 9/29/2020 but did not provide a Notice of Data Breach until 11/19/2020, leaving Bank
24 customers "at considerable risk of identity theft and fraud" and "causing [them] to expend time,
25 money and resources addressing their damaged security interests and even their reputations."
26 (1AC, ¶2.) It is further alleged that "class members now must take steps to monitor their personal
27 and business accounts, networks, computer profiles, and remote financial relations/associations
28 to prevent or respond to identity or other theft," prompting them to here seek "injunctive and
monetary relief to remedy the harm caused by [Bank's] failure to safeguard its customers'
[PFI]." (Id.)

 The 1AC purports to assert seven separate causes of action against Bank in this order:
Negligence, Negligence Per Se, Bailment, Breach of Implied Contract, Violation of the Unfair

1 Competition Law, Violation of the Customer Records Act, and Violation of the California
2 Consumer Privacy Act. However, Bank previously demurred to all causes of action except the
3 fourth for Breach of Implied Contract. On 9/2/2021 this Court sustained Bank's demurrer except
4 as to the first cause of action for negligent and although plaintiff was granted leave to amend as
5 to some but not all causes of action, no Second Amended Complaint was filed by the 10/1/2021
6 deadline (or at any time thereafter).

7 In any event, based on the Court's ruling, the parties have negotiated a settlement of this
8 putative class action whereby Bank has agreed to pay a non-reversionary Gross Settlement
9 Amount ("GSA") of \$140,000 but if the total number of class members exceeds 16,223 by 5% or
10 more (i.e., more than 17,034), then the GSA shall also increase by the same percentage. The
11 putative class is defined as: all Bank customers who are natural persons with California mailing
12 addresses whose "Personal Information" was accessed, copied and/or transferred without
13 authorization on or about 9/29/2020 but excluding (1) officers, directors or attorneys of Bank, (2)
14 any judge or judicial officer presiding over this matter or an immediate family member, and (3)
15 those who validly opt-out of the proposed class. From the GSA, the following amounts will be
16 deducted:

- 17 • Plaintiff's attorneys to receive fees of no more than \$49,000 (35%) plus litigation
18 costs of no more than \$10,000.
- 19 • The class representatives will receive a service payment of no more than \$2,500.
- 20 • Fees to the claims administrator, Atticus Administration, LLC, not to exceed
21 \$25,000 (unless the total number of class members exceeds 16,223 by 5% or
22 more).
- 23 • The remainder of roughly \$56,000 will be distributed equally to those
24 participating in the settlement.

25 The class is estimated to consist of 16,223 individuals and if none opt-out of the settlement, each
26 is expected to receive roughly \$3.45. This amount will be deposited directly into his/her account
27 if still open and if not, by other electronic means. If such electronic payment is not accepted
28 within six months, it will be donated for cy pres distribution to Bet Tzedek Legal Services, based
in Los Angeles. Plaintiff acknowledges that given the Court's ruling on the demurrer and other
information obtained to date, there are number of obstacles to his prevailing against Bank at trial
on the remaining causes of action.

1 **II. PRELIMINARY APPROVAL OF SETTLEMENT**

2 5. The Court finds that: the Settlement Agreement appears to be the result of serious,
3 informed, non-collusive negotiations; that it does not improperly grant preferential treatment to
4 any individual or segment of the Class; and that its terms appear to be fair, reasonable, and
adequate.

5 6. The Court finds the proposed settlement appears to be fair and reasonable under
6 the circumstances and therefore the present motion for preliminary approval is hereby
7 GRANTED.

8 **III. PRELIMINARY CERTIFICATION OF SETTLEMENT**
9 **CLASS**

10 7. The Court preliminarily certifies the Class for settlement purposes only.

11 8. The Class is defined as follows:

12 All of the Bank's customers who are natural persons (i.e., excluding entities such
13 as corporations, partnerships, limited liability companies, limited liability
14 partnerships and trusts) with California mailing addresses, whose Personal
15 Information was, on or about September 27-29, 2020, transferred, copied or
16 stored on a storage drive or storage service not authorized by the Bank and/or was
17 accessed by a person not authorized by the Bank; provided, however, that the
following are excluded from the Class: (i) the Bank; (ii) any entity in which the
18 Bank has a controlling interest; (iii) the Bank's officers, directors, and attorneys;
19 (iv) any judge or judicial officer presiding over this matter and the members of
20 their immediate families; and (v) any individual or entity that timely and validly
21 opts-out from the Class.

22 9. The Court preliminarily finds that: the Class is comprised of approximately
23 16,223 individuals before any opt outs; there are questions of law or fact common to the Class;
24 the claims of Rodriguez, as class representative, are typical of the Class Members' potential
25 claims; and Rodriguez will fairly and adequately protect the interests of the Class.

26 10. The Court preliminarily finds that the Class satisfies the requirements of class
27 certification for purposes of settlement because: the questions of law or fact common to the Class
28 predominate over individual questions; class action litigation is superior to other available
methods of adjudication of this controversy; and Defendant has acted on grounds that apply
generally to the Class.

11 11. The Court hereby appoints Rodriguez as the Class Representative.

12 12. The Court hereby appoints as Class Counsel Julian Hammond and Ari Cherniak,
as well as their firm, HammondLaw, P.C.

1 **IV. NOTICE AND ADMINISTRATION**

2 13. Pursuant to the Settlement Agreement, Rodriguez has requested that Atticus
3 Administration LLC be designated as the Settlement Administrator, and Defendant has not
4 objected. The Court approves the designation. The Settlement Administrator shall perform all the
5 duties of the Settlement Administrator set forth in the Settlement Agreement.

6 14. The Court finds that the revised proposed Notice (Long Form) and Notice (Short
7 Form) (collectively, the "Notices"), attached hereto as **Exhibits A and B**, and the procedures set
8 forth in the Settlement Agreement for identification of the Class Members, establishment of a
9 website, and distribution of the Notices, satisfy the requirements of due process and provide fair
10 and reasonable notice under the circumstances. The Notices and distribution procedures are
11 reasonably calculated to apprise Class Members of the nature of this litigation, the scope of the
12 Class, the terms of the Settlement Agreement, the right of Class Members to object to the
13 Settlement Agreement or exclude themselves from the Class and the process for doing so, and of
14 the Final Approval Hearing. The Court therefore approves the Notices and the proposed
15 procedures for distribution of the Notices, and directs the parties and the Settlement
16 Administrator to proceed with providing notice accordingly.

17 **V. EXCLUSION AND OBJECTIONS**

18 15. Class Members who wish to opt-out and exclude themselves from the Settlement
19 Class may do so by timely submitting written notice via e-mail of such intent to the designated e-
20 mail address established by the Settlement Administrator, sent no later than 45 days after
21 issuance of the Notice to the Class Member. The written notice must include the name of this
22 case, the Class Member's name, and a statement that he or she wants to be excluded from the
23 Settlement Class.

24 16. Any Class Member who opts out of the Class in the manner and within the time
25 limit specified above will not have any rights under the Settlement Agreement; will not receive
26 any compensation under the Settlement Agreement; will not have standing to submit any
27 objection to the Settlement Agreement; and will not be bound by the Settlement Agreement

28 17. All Class Members who do not opt out and exclude themselves shall be bound by
the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

 18. Class Members who do not exclude themselves from the Settlement and who wish
to object to the Settlement may do so by submitting a notice of objection via e-mail to the
Settlement Administrator in accordance with the procedures outlined in the Notice (Long Form)

1 no later than the 45 days after issuance of the Notice to the Class Member. The written notice of
2 objection shall state:

- 3 a. The objector's full name and e-mail address;
- 4 b. The name of this case; and
- 5 c. A statement of all grounds for the objection, accompanied by any legal support
6 for the objection the objector believes applicable.

7 19. Substantial compliance with the above is required. The written objection or opt-
8 out requirements can be waived upon a showing of good cause.

9 20. Any Class Member who does not timely submit a written objection in accordance
10 with these procedures and the procedures detailed in the Notice and Settlement Agreement, shall
11 be deemed to have waived any objection, shall not be permitted to object to the Settlement, and
12 shall be precluded from seeking any review of the Settlement Agreement and/or the Final
13 Approval Order and Judgment by appeal or other means.

14 VI. FINAL APPROVAL HEARING

15 21. The Court will hold a Final Approval Hearing on October 26, 2022, at 9:00 a.m.,
16 in Department 54 of the Superior Court of California, County of Sacramento, Hall of Justice, 813
17 6th St., Second Floor, Sacramento, CA 95814.

18 22. At the Final Approval Hearing, the Court will again review the settlement's terms
19 and conditions, and consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the
20 Class should be finally certified for purposes of the Settlement; (c) a final judgment should be
21 entered; and (d) Class Counsel's motion for attorneys' fees and costs and a Service Award
22 should be granted.

23 23. The Court reserves the right to continue the date of the Final Approval hearing
24 without further notice to Settlement Class Members.

25 VII. STAY AND INJUNCTION

26 24. All proceedings and deadlines in this matter, except those necessary to implement
27 this Order and the Settlement, are hereby stayed and suspended until further order of the Court.

28 25. All Class Members who do not validly opt out and exclude themselves are hereby
enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement
Agreement until further order of the Court.

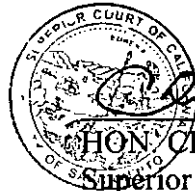
26. In the event that the Settlement Agreement is terminated pursuant to the terms of

1 the Settlement Agreement, (a) the Settlement Agreement and this Order shall become void, shall
2 have no further force or effect, and shall not be used the Lawsuit or any other proceedings for
3 any purpose other than as may be necessary to enforce the terms of the Settlement Agreement
4 that survive termination; (b) this matter will revert to the status that existed before execution of
5 the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of
6 the Parties' settlement discussions, negotiations or documentation (including any briefs filed in
7 support of preliminary or final approval of the Settlement) shall (i) be admissible into evidence
8 for any purpose in any Action or other proceeding other than as may be necessary to enforce the
9 terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or
10 concession by any Party regarding the validity of any of the Subject Claims or the propriety of
11 certifying any class against Defendant, or (iii) be deemed an admission or concession by any
12 Party regarding the truth or falsity of any facts alleged in the Actions or the availability or lack of
13 availability of any defense to the Subject Claims.

14 27. For the reasons discussed above, the Court GRANTS Plaintiff's motion for
15 preliminary approval.

16 IT IS SO ORDERED

17 Dated: 4-26-2022



HON. CHRISTOPHER KRUEGER
Superior Court Judge

EXHIBIT A

Class Action Settlement Agreement and Release
Exhibit A

NOTICE (LONG FORM) OF PROPOSED SETTLEMENT OF CLASS ACTION REGARDING RIVER CITY BANK DATA BREACH

Kyle Rodriguez v. River City Bank.

Case No. 34-2021-00296612

Superior Court of the State of California in and for the County of Sacramento

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

THE COURT IS CONSIDERING A SETTLEMENT OF A CLASS ACTION THAT COULD AFFECT YOUR LEGAL RIGHTS

I. SUMMARY

- The records of River City Bank (the “Bank”) show you were a customer of the Bank and that on or about September 27-29, 2020 there was a Data Breach in which your Personal Information (such as your name, social security number, date of birth, drivers’ license number, passport number, bank account number, and bank account balance) was downloaded by a Bank employee to a storage device and/or storage service not authorized by the Bank, and sent to a third party not authorized by the Bank to receive such information.
- Kyle Rodriguez (“Plaintiff”) filed a complaint seeking to recover damages from the Bank on behalf of himself and the Class, including you, composed of approximately 16,223 individuals.
- The proposed settlement (the “Settlement”) provides for a payment by the Bank of \$140,000 to compensate the Class Members, pay the attorneys’ fees and costs for Class counsel, service award for Plaintiff, and pay all of the costs related to the administration of the settlement.
- Each Class Member will receive approximately \$_____ which will be directly deposited by the Bank (if the Class Member has an account at the Bank) or provided to the Class Member in an email (with a link to PayPal, Venmo or Zelle, electronic commerce services that facilitate payments between parties) from the Settlement Administrator to the Class Member using the Bank’s last known e-mail address for the Class Member.
- If the proposed settlement is approved by the Court and you do not opt out of the Settlement, you will be bound by the Settlement and will be deemed to have released the Bank from any liability due to the data breach.

- You have the right to opt out of the Settlement or to object to the Settlement.
- Please read this notice carefully. Your legal rights will be affected whether you act or do not act.
- For further details, please see www._____, call _____, or write or email Class Counsel listed below:

Julian Hammond
Ari Cherniak
HAMMONDLAW, P.C.
1201 Pacific Ave., Suite 600
Tacoma WA 98402
Tel.: (310) 601-6766
Fax: (310) 295-2385
Email: jhammond@hammondlawpc.com; acherniak@hammondlawpc.com

Do not contact the court to ask questions about this Notice.

II. YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OPTIONS	RESULT	DEADLINE
Do Nothing	If you do nothing, you will: a) automatically be included in the Settlement; b) should receive your share of the settlement; and c) will be unable to pursue any other claim or lawsuit against the Bank related to the subject Data Breach.	None
Exclude Yourself (“Opt Out”)	You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt out” of the Settlement and get no payment from the Settlement. This is the only option that allows you to keep your rights to bring a lawsuit against the Bank for claims related to the Data Breach.	_____

	For information on how to exclude yourself, see Frequently Asked Question number 15 below.	
Object to the Settlement	You may object to the Settlement, including the amount of the Settlement and/or the attorneys' fees, costs and expenses. For information on how to object, see Frequently Asked Question number 17 below.	_____
Go to the Fairness Hearing	You may attend the Final Fairness Hearing at which the Court may hear arguments for and against the Settlement. You may also speak at the hearing on October 26, 2022 if you comply with the requirements for doing so. For information about those requirements and the hearing, see Frequently Asked Question numbers 17 and 20-22 below.	_____

These rights and options—and the deadlines to exercise them—are explained in more detail below.

III. FREQUENTLY ASKED QUESTIONS

1. Why did I get this Notice?

The Court authorized this Notice because the Bank's records show you were a customer of the Bank and that your Personal Information (such as your name, social security number, date of birth, driver's license number, passport number, bank account number, and bank account balance) was downloaded by a Bank employee to a storage device and/or storage service not authorized by the Bank, and sent to a third party not authorized by the Bank to receive such information.

You have a right to know about the proposed Settlement of a class action lawsuit against the Bank, your options, and how the Settlement may affect your rights before the Court decides whether to approve the Settlement. If the Court approves it and any objections and appeals are resolved, the Settlement Administrator approved by the Court will make the payment to the Class Members pursuant to the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, and what benefits are available. This Notice also explains the ways you may participate in, object to, or exclude yourself from the Settlement.

2. What is this lawsuit about?

The name of this case is *KYLE RODRIGUEZ, on behalf of himself and all others similarly situated, Plaintiff, vs. RIVER CITY BANK, a California Corporation; and DOES 1-10, Defendant* (the “Lawsuit”). It is case number 34-2021-00296612 in the Superior Court of the State of California in and for the County of Sacramento

This case involves a breach on or about September 27-29, 2020 of Personal Information (such as names, social security numbers, dates of birth, drivers’ license numbers, passport numbers, bank account numbers, and bank account balances) for the Bank’s customers. The breach entailed an employee of the Bank downloading Personal Information to a storage device and/or storage service not authorized by the Bank and sending that information to a third party not authorized by the Bank to receive such information. The Bank notified customers of the breach on or about November 20, 2020.

The Lawsuit was brought against the Bank by Plaintiff on behalf of a Class of individuals whose Personal Information was affected.

The Lawsuit seeks restitution and damages, including statutory damages pursuant to the California Consumer Privacy Act, for Class Members. Copies of documents with more details about the claims and a ruling by the court are available at www._____.com.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and people with similar claims. This group is called the “Class” and the people in the class are called “Class Members.” One court resolves the issues for all class members, except for those who exclude themselves from the Class. In this case, Plaintiff is the Class Representative.

4. Who is the defendant?

The Defendant is River City Bank, also referred to as the “Bank,” which is a bank with its headquarters in Sacramento, California.

5. Why is there a proposed Settlement?

The Court did not decide this case. Instead, both sides agreed to a Settlement. That way, they avoid the costs

and risks of trial and appeals, and Class Members get compensation. The Class Representative and his attorneys think the Settlement is best for the Class Members.

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

The Bank's records show that you are a Class Member, unless you opt out. Thus, if the Settlement is approved and you do not opt out, you will be part of the Settlement and you will receive your portion of the settlement amount.

The "Class" is defined as:

All of the Bank's customers who are natural persons (i.e., excluding entities such as corporations, partnerships, limited liability companies, limited liability partnerships and trusts) with California mailing addresses whose Personal Information was, on or about September 27-29, 2020, transferred, copied or stored on a storage drive or storage service not authorized by the Bank and/or was accessed by a person not authorized by the Bank; provided, however, that the following are excluded from the Class: (i) the Bank; (ii) any entity in which the Bank has a controlling interest; (iii) the Bank's officers, directors, and attorneys; (iv) any judge or judicial officer presiding over this matter and the members of their immediate families; and (v) any individual or entity that timely and validly opts-out from the Class.

A "Class Member" means any member of the Settlement Class.

7. How much will I receive?

Pursuant to the proposed Settlement Agreement, the Bank will pay \$140,000 to compensate the Class Members, pay the attorneys' fees and costs for Class Counsel, pay a service award to Plaintiff, and pay all of the costs related to the administration of the settlement. The Class, before opt outs, consists of approximately 16,223 individuals. The Class Members who do not opt out will equally share in the portion of the settlement amount available for distribution to the Class Members, which is estimated to be \$_____ per Class Member.

8. How can I receive my share of the Settlement?

You do not need to do anything to receive your share of the Settlement, unless a) at the time the funds are distributed to the Class Members you no longer have any account at the Bank; and b) you have changed your e-mail address from that provided to the Bank. In that case, please contact the Settlement Administrator via email with your new e-mail address.

If you have an account with the Bank when the settlement is distributed to Class Members, the Bank will deposit your share of the Settlement into one of your accounts. If you no longer have an account at that time, the Settlement Administrator will provide your share of the Settlement in an email with a link to PayPal, Venmo or Zelle, electronic commerce services that facilitate payments between parties.

9. What is the Bank doing to protect customers?

Subsequent to the data breach, the Bank implemented additional security procedures and practices aimed at preventing any similar data breaches from occurring in the future. The new security procedures and practices include new security software that is designed to block almost all employees from using the Bank's computer systems to access online storage sites or to move Personal Information for the Bank's customers to an online storage site or another storage device not authorized by the Bank. The Bank also offered affected customers two years of free identity protection services provided by a third-party protection service.

10. What am I giving up?

Unless you exclude yourself from the settlement, you are staying in the Class, which means you will a) release the Bank from any liability related to the Data Breach; and b) not be permitted to sue, continue to sue, or be part of any other lawsuit against the Bank related to the Data Breach.

The Settlement Agreement sets forth the details of the Settlement terms, which will be binding upon you. The Settlement Agreement is available at www._____.com. Please read it carefully. If you have any questions, you may contact the law firm listed on under Frequently Asked Question No. 24 for free, or you can talk to your own lawyer.

11. How do I file a claim?

You do not need to file a claim to participate in the Settlement. As noted above, you will automatically participate in the settlement if you do nothing.

12. When will I receive my benefits?

The Court will hold a hearing on _____ (which the court might continue to a new date) to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. Resolving them can take time, perhaps more than a year. If and when the Settlement becomes final, the Bank and the Settlement Administrator will begin the distribution to the Class Members.

13. What happens if my contact information has changed?

If you have an account with the Bank when the settlement is distributed to Class Members, the Bank will deposit your share of the Settlement into one of your accounts. If you no longer have an account at that time, the Settlement Administrator will e-mail you a link for you to obtain your share of the Settlement.

If you have closed all your accounts at the Bank before the Settlement is distributed and you have changed your e-mail address from that provided to the Bank, you should contact the Settlement Administrator via email or mail with your new e-mailing address.

14. What happens to any settlement money not paid to Class Members?

Any money left in the Settlement Fund (i.e., after the Bank electronically deposits money with Class Members who are still account holders, after the Settlement Administrator attempts to e-mail payments to other Class Members, and after payment of all attorneys' fees, costs, service award, and administrative

expenses), the balance will be paid to the following non-profit organization: Bet Tzedek.

15. How do I "Opt Out" and exclude myself from the Settlement?

If you do not want to receive benefits from the Settlement, and you want to keep your right, if any, to sue the Bank on your own about the Data Breach on about September 27-29, 2020, then you must take steps to exclude yourself from the Settlement. This is called "opting out" of the Class. When you opt out, you will not receive any benefits of the Settlement, and you will not be bound by its terms.

To opt out, you must send to the Settlement Administrator an email stating your intent to be excluded from the settlement. The email should include: (1) the name of this case (*Kyle Rodriguez v. River City Bank*); (2) your name; and (3) a statement that you want to be excluded from the Settlement. The email must be sent no later than 45 days after issuance of this Notice to: _____

You cannot exclude yourself by sending a notification to any other email address or location, or after the deadline set forth above. You cannot exclude yourself by telephone or by mail. If you ask to be excluded, you will not get any Settlement payment and you cannot object to the Settlement. However, you may be able to sue (or continue to sue) the Bank in the future.

16. Can I sue the Bank later?

Unless you opt out, you give up the right to sue the Bank on your own about the Data Breach on about September 27-29, 2020. You must opt out pursuant to the section immediately above if you want to sue the Bank on your own.

17. How do I tell the Court that I do not like the proposed Settlement?

You can object to the Settlement if you do not like any part of it, but do not wish to opt out of the Settlement. You can give reasons why you think the Court should not approve it. The Court will consider your views. You cannot ask the Court to order a larger settlement, but you can voice your concerns. The Court can only approve or deny the Settlement. If the Court denies it, no Settlement payments will be made and the lawsuit will continue. If that is what you want to happen, you must object.

To object to the settlement, you must email an objection to the Settlement Administrator no later than _____ (45 days after issuance of this Notice). The emailed objection must include all of the following:

- Your name and e-mail address;
- The name of this case (*Kyle Rodriguez v. River City Bank*); and
- A statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable.

You must e-mail the objection to the Settlement Administrator at the following email address:

If you do not comply with the requirements set forth above, you may lose the right to object to the settlement or to be heard at the Final Fairness Hearing.

18. What's the difference between objecting and excluding?

The difference between objecting and excluding (also known as opting out) is that objecting is informing the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself (opting out) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case and the settlement no longer affect you.

19. How will the funds from the settlement be distributed?

Subject to the Court's approval, the Settlement Fund will be used as follows: (a) to pay all the costs, expenses and taxes to administer the settlement; (b) to pay Class Counsel's attorneys' fees, costs, and Plaintiff's service award, as authorized by the Court; (d) to distribute the remaining amounts equally to each Class Member; and (e) to distribute to a non-profit organization any amounts which could not be distributed to Class Members.

20. When and where will the Court decide whether to approve the Proposed Settlement?

The Court will hold a Final Fairness Hearing at October 26, 2022 at 9:00 a.m. in Department 54 at the Superior Court of California, County of Sacramento located at the Hall of Justice, 813 6th Street, 2nd Floor, Sacramento, CA 95814. The Court may change the time and date of the Fairness Hearing without further notice to the class. Notice of any change will be posted at the courthouse or on the Court's website. If you want to participate in the hearing remotely (such as via a telephone conference or Zoom), please check the court's website or contact the Settlement Administrator for the Court's current policy and procedures).

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at the Final Fairness Hearing. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You do not have to attend, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. If you emailed your written objection by the deadline, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

You may speak at the Fairness Hearing if you object to the Settlement pursuant to paragraph 17, above.

23. What happens if I do nothing at all?

If you do nothing, you will be bound by the settlement, you will receive your portion of the settlement distribution, and you will not be able to sue the Bank in a separate lawsuit in connection with the Data Breach that is the subject of this lawsuit.

24. Do I have a lawyer in this case?

If you do not opt out of the Class, you and the other Class Members will be represented by Class Counsel who are Julian Hammond, Ari Cherniak and other lawyers at HammondLaw, P.C., 1201 Pacific Ave., Suite 600, Tacoma, WA, 98402.

You will not be charged for these lawyers who will be paid from the Settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

25. How will the lawyers be paid?

You do not have to pay Class Counsel. To date, Class Counsel have not requested or been paid any attorneys' fees. As part of the Settlement, Class Counsel will ask the Court for payment of attorneys' fees from the Settlement Fund of up to \$49,000 and reimbursement of costs and expenses associated with litigation up to \$10,000. The Court may award less than these amounts. Class Members shall have no obligation to pay any fees or expenses of Class Counsel. No payment of attorneys' fees or reimbursement of expenses shall be made in favor of Class Counsel, absent an order of the Court. The costs of providing this notice and administering the Settlement are being paid from the Settlement Fund.

26. How do I get more information?

This Notice summarizes the litigation and the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other important documents, and learn more about the litigation and Settlement, by visiting www.hammondlawpc.com, calling _____, or writing or emailing Class Counsel at the following addresses:

Julian Hammond
Ari Cherniak
HAMMONDLAW, P.C.
1201 Pacific Ave., Suite 600
Tacoma, WA, 98402
Email: jhammond@hammondlawpc.com
acherniak@hammondlawpc.com

You may obtain case documents by visiting the office of the Clerk of Superior Court of California, County of Sacramento, 720 9th Street, Room 102, Sacramento, CA 95814 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You can also get a copy of these and other documents by contacting Class Counsel.

EXHIBIT B

Class Action Settlement Agreement and Release
Exhibit B

To: <<Class Member Email Address>>

From: Settlement Administrator

Subject: NOTICE OF SETTLEMENT OF CLASS ACTION (Short Form)

**ISSUED BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

You are receiving this e-mail because you were a customer of River City Bank and on or about September 27-29, 2020 your Personal Information (such as your name, social security number, date of birth, drivers' license number, passport number, bank account number, and bank account balance) was downloaded by a Bank employee to a storage device and/or storage service not authorized by the Bank, and sent to a third party not authorized by the Bank to receive such information.

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the California Superior Court, County of Sacramento ("Court") titled *Kyle Rodriguez v. River City Bank*, Case No. 34-2021-00296612 ("Action"). According to available records, you are a "Class Member." **The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.**

What is the Action about? Plaintiff Kyle Rodriguez filed a complaint seeking to recover damages from the Bank on behalf of himself and the Class, including you, composed of approximately 16,223 individuals, whose Personal Information was affected by the September 27-29, 2020 Data Breach.

What relief does the Settlement provide? River City Bank will pay \$140,000 to compensate the Class Members, pay the attorneys' fees and costs for Class Counsel, pay a service award to Plaintiff, and pay all of the costs related to the administration of the settlement. The Class currently consists of approximately 16,223 individuals. Class Members who do not exclude themselves from the Settlement will equally share in the portion of the settlement amount available to distribution to the Class Members, which is estimated to be \$_____ per Class Member.

How do I Receive my Settlement Share if the settlement is approved? You do not need to do anything to receive your share of the Settlement, unless a) at the time the funds are distributed to the Class Members you no longer have any account at the Bank; and b) you have changed your e-mail address from that provided to the Bank. In either case, please contact the Settlement Administrator via email with your new e-mail address.

If you have an account with the Bank when the settlement is distributed to Class Members, the Bank will deposit your share of the Settlement into one of your accounts. If you no longer have an account at that time, the Settlement Administrator will e-mail you a link to obtain your share of the Settlement.

Court Approval of the Settlement/When the Payment Will Be Made: The Court will hold a "Final Approval Hearing" on October 26, 2022, at 9:00 a.m. to consider whether to approve the Settlement. The payment will be issued only if the Settlement is approved.

Other Options: If you are a Class Member and don't want to be legally bound by the Settlement, you must exclude yourself by emailing the Settlement Administrator at _____. If you stay in the Settlement, you may object to it (*i.e.*, state the reasons you do not like it) by emailing the Settlement Administrator.

For instructions on how to exclude yourself from the Settlement or how to object to the Settlement, please see the Notice (Long Form) at www.settlement.com. The Notice (Long Form) also explains in detail which legal claims you will give up if you participate in the settlement. If you object, you may ask to appear at the Final Approval Hearing, but you don't have to.

More information? For complete information about the Settlement, including the Settlement Agreement, court documents, and the detailed notice and to learn more about how to exercise your various options under the Settlement, visit www.settlement.com. You may also write to the Settlement Administrator via email at admin@settlement.com, telephone (800-XXX-XXXX); or mail at

Settlement Administrator
c/o Atticus Administration LLC
Address: