

**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 16,417 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 \$3.26 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 e-mail (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.atticusadmin.com/rodriguez-v-river-city-bank-settlement/, call 1-800-205-6861, or write or e-mail Class Counsel listed below:

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Ari Cherniak
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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.	July 11, 2022
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.	July 11, 2022
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.	July 11, 2022

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.atticusadmin.com/rodriguez-v-river-city-bank-settlement/.

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.” Once the 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 16,417 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 \$3.26 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 e-mail 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 e-mail 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.atticusadmin.com/rodriguez-v-river-city-bank-settlement/. 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 October 26, 2022, at 9:00 a.m. (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 e-mail or mail with your new e-mail 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 e-mail stating your intent to be excluded from the Settlement. The e-mail 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 e-mail must be sent no later than 45 days after issuance of this Notice to: RiverCityDataBreach@atticusadmin.com.

You cannot exclude yourself by sending a notification to any other e-mail 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 e-mail an objection to the Settlement Administrator no later than July 11, 2022 (45 days after issuance of this Notice). The e-mailed 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 e-mail address:

RiverCityDataBreach@atticusadmin.com

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 fees 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 on 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 e-mailed 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 Frequently Asked Question No.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.atticusadmin.com/rodriguez-v-river-city-bank-settlement/, calling 1-800-205-6861, or writing or e-mailing Class Counsel at the following addresses:

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Ari Cherniak
HAMMONDLAW, P.C.
1201 Pacific Ave., Suite 600
Tacoma, WA, 98402
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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.