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10 *Attorneys for Representative Plaintiffs*  
11 *and the Plaintiff Class*

**F I L E D** Superior Court of California  
County of Butte  
**APR 22 2026**  
Sharif Elmallah, Clerk  
By *[Signature]* Deputy

12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **IN AND FOR THE COUNTY OF BUTTE**

14 DONNA DRYDEN, individually, and on  
15 behalf of all others similarly situated,  
16  
17 Plaintiff,  
18  
19 v.  
20 TRI COUNTIES BANK; and DOES 1-10,  
21  
22 Defendants.

Case No. 23CV03115  
Assigned for All Purposes to:  
Hon. Virginia L. Gingery  
**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**  
Date: April 22, 2026  
Time: 9:00 A.M.  
Dept.: 7  
Judge: Hon. Virginia L. Gingery

23 **RECITALS**

24 This matter came before the Court for hearing on April 22, 2026, the Honorable Virginia  
25 L. Gingery, presiding. Cole & Van Note, Milberg Coleman Bryson Phillips Grossman PLLC, and  
26 Wucetich & Korovilas LLP appeared as counsel for Representative Plaintiffs, individually, and on  
27 behalf of the Settlement Class. Gordon, Rees, Scully & Mansukhani LLP, appeared for Defendant  
28 Tri Counties Bank.

Plaintiffs move for Final Approval of a Class Action Settlement. Plaintiffs seek an Order  
(1) granting final approval of the Class Action Settlement Agreement, (2) awarding attorneys' fees

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1 and costs to Settlement Class Counsel, (3) awarding a Service Award to the Representative  
2 Plaintiffs and (4) awarding reimbursement of Settlement Administration Costs.

3 The Court, having carefully considered the briefs, argument of counsel and all matters  
4 presented to the Court and good cause appearing, hereby **GRANTS** Plaintiffs' Motion.

5 **FINDINGS**

6 Based on the oral and written argument and evidence presented in connection with the  
7 Motion, the Court makes the following findings:

8 1. All terms used herein shall have the same meaning as defined in the proposed  
9 Settlement Agreement ("Agreement").

10 2. This Court has jurisdiction over the subject matter of the above-captioned litigation  
11 and over all parties to this litigation, including the Settlement Class.

12 **Preliminary Approval of the Settlement**

13 3. On January 21, 2026, this Court granted preliminary approval of a class-wide  
14 Settlement. At this same time, the Court approved certification of a provisional Settlement Class  
15 for settlement purposes only.

16 **Notice to the Settlement Class**

17 4. In compliance with the Preliminary Approval Order, the Class Notice was mailed  
18 by First Class Mail to the Settlement Class Members at their last known addresses. Mailing the  
19 Class Notice to their last known addresses was the best notice practicable under the circumstances  
20 and reasonably calculated to communicate actual notice of the litigation and the proposed  
21 settlement to the Settlement Class.

22 **Fairness of the Settlement**

23 5. The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.*  
24 (1996) 48 Cal.App.4th 1794, 1802.)

25 6. There has been no collusion between the parties in reaching the proposed  
26 Settlement.

27 7. Plaintiffs' investigation and discovery have been sufficient to allow the Court and  
28 counsel to act intelligently.

1           8.       Counsel for both parties have experience in similar data breach class action  
2 litigation. All counsel recommended approval of the Agreement.

3           9.       The consideration to be given to the Settlement Class Members under the terms of  
4 the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the  
5 claims asserted in this action and is fair, reasonable and adequate compensation for the release of  
6 Settlement Class Members' claims, given the uncertainties and risks of the litigation and the delays  
7 which would ensue from continued prosecution of the action.

8           10.      The proposed Agreement is approved as fair, adequate, reasonable and in the best  
9 interests of Settlement Class Members. The Court finds that the settlement represents an excellent  
10 result in a matter that presented numerous challenges for Plaintiffs and commends Class Counsel  
11 for their efforts in achieving this result.

12                   **Attorneys' Fees and Costs**

13           11.      The Agreement provides for (and Class Counsel seeks) an award of \$764,750.00 to  
14 Class Counsel as attorneys' fees and \$30,000.00 as litigation costs in this action.

15           12.      The award of attorneys' fees and reimbursement of litigation expenses are  
16 reasonable, in light of the contingent nature of Class Counsel's fees, the substantial amount of  
17 work actually performed such that Class Counsel will not receive a windfall incommensurate with  
18 the time and effort dedicated to the case, the risks assumed, the results achieved by Class Counsel,  
19 and due to the significant amount of work Class Counsel anticipates post-final approval of the  
20 settlement. Even without reaching the consideration of a multiplier on these fees, the amount  
21 requested is fair and reasonable in light of the work performed and risks taken in this matter.

22                   **Service Awards**

23           13.      The Agreement provides for a Service Award of up to \$5,000.00 for each  
24 Representative Plaintiff, subject to the Court's approval. The Court finds the Service Awards  
25 reasonable considering the risks and burdens undertaken by Representative Plaintiffs in this action  
26 and for their time and effort in bringing and prosecuting this matter on behalf of the Settlement  
27 Class.

28

1                   **Reimbursement of Settlement Administration Costs**

2                   14.     Plaintiffs request reimbursement of CPT Group’s Settlement Administration Costs  
3     in an amount not to exceed \$123,500.00. The Court finds this Reimbursement reasonable  
4     considering the work required to send the Notice, process settlement payments, establish and  
5     update a settlement website and communicate extensively with Class Members and Class Counsel.  
6     The Court finds that the claims rate in this matter exceeded that expected for a case of this type  
7     and commends the Claims Administrator for those efforts in achieving this result.  
8

9     **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10                  The Settlement Class is defined as: all individuals “whose Private Information may have  
11     been compromised in the data breach that is the subject of the Notice of Data Breach that was sent  
12     to Plaintiffs and Class Members on or around October of 2023 (the “Data Security Incident”).”  
13     Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members  
14     of their immediate families and their staff; (2) Defendant and its subsidiaries, parent companies,  
15     successors, predecessors, and any entity in which Defendant, has a controlling interest; (3) natural  
16     persons who properly execute and submit a Request for Exclusion prior to the expiration of the  
17     Opt-Out Period; and (4) the successors or assigns of any such excluded natural person. (S.A. ¶  
18     1.43.)

19                  1.     The Agreement is hereby finally approved as fair, reasonable, adequate and in the  
20     best interest of the Settlement Class.

21                  2.     Class Counsel are awarded attorneys’ fees in the amount of \$764,750.00 and  
22     litigation costs of \$30,000.00. Class Counsel shall not seek or obtain any other compensation or  
23     reimbursement from Defendant, Plaintiffs or members of the Settlement Class.

24                  3.     A Service Award in the amount of \$5,000 shall be awarded to Plaintiff Donna  
25     Dryden.

26                  4.     A Service Award in the amount of \$5,000 shall be awarded to Plaintiff Rita  
27     Delgado.  
28

1           5.     A Service Award in the amount of \$5,000 shall be awarded to Plaintiff Sarah  
2     Watkins.

3           6.     Settlement Administrator CPT Group shall be reimbursed in the amount of  
4     \$123,500.00 for Settlement Administration Costs.

5           7.     A Final Judgment in this action is hereby entered and this shall constitute a  
6     Judgment for purposes of California Rules of Court, Rule 3.769(h).

7           8.     This Final Judgment shall bind each Settlement Class Member and shall operate as  
8     a full release and discharge of the Released Claims against the Released Parties. All rights to appeal  
9     the Final Judgment have been waived. This Final Judgment and Final Approval Order shall have  
10    *res judicata* effect and bar all Settlement Class Members from bringing any action asserting  
11    Settlement Class Members' Released Claims under the Agreement.

12          9.     The Agreement and Settlement are not an admission by Defendant, nor is this Final  
13    Approval Order a finding of the validity of any claims in this action or of any wrongdoing by  
14    Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any  
15    document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
16    as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability  
17    whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
18    proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
19    an admission or concession with regard to the denials or defenses by Defendant and shall not be  
20    offered in evidence in any action or proceeding against Defendant in any court, administrative  
21    agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
22    Final Approval Order, this Final Judgment, the Agreement or any related agreement or release.  
23    Notwithstanding these restrictions, any of the Released Parties may file in this case or any other  
24    proceeding this Final Approval Order, this Final Judgment, the Agreement or any other papers and  
25    records on file in the case as evidence of the Settlement to support a defense of *res judicata*,  
26    collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
27    Released Claims.

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1 10. Notice of entry of this Final Approval Order and Final Judgment shall be given to  
2 Class Counsel on behalf of Plaintiffs and all Settlement Class Members. It shall not be necessary  
3 to send notice of entry of this Final Approval Order and Final Judgment to individual Settlement  
4 Class Members, which shall be posted on the settlement website. The time for any appeal shall run  
5 from service of notice of entry of the Final Approval Order and Final Judgment by Class Counsel  
6 on Defendant.

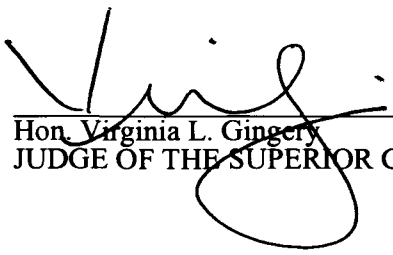
7 11. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to  
8 construe, interpret, implement and enforce the Agreement and this Judgment, to hear and resolve  
9 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any  
10 dispute arising from or in connection with the distribution of settlement benefits.

11 12. In the event the Settlement does not become final and effective in accordance with  
12 the terms of the Settlement Agreement or is terminated, cancelled or otherwise fails to become  
13 effective for any reason, then this Final Approval Order and Final Judgment and all orders entered  
14 in connection herewith shall be rendered null and void and shall be vacated.

15 13. A Compliance Hearing is hereby set for 4/27/2020 9:00  
16 this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall submit  
17 a Case Management Conference Statement, accompanied by a Declaration from the Claims  
18 Administrator (including a summary accounting identifying the distributions made, the number  
19 and value of any uncashed checks, the status of any unresolved issues and any other matters  
20 appropriate to evaluate the effectiveness and completeness of the distribution).

21  
22 **IT IS SO ORDERED.**

23  
24 Dated: 4/22/2020

25 By:   
26 Hon. Virginia L. Gingery  
27 JUDGE OF THE SUPERIOR COURT  
28