

IN THE SECOND JUDICIAL DISTRICT COURT OF NEW MEXICO, BERNALILLO COUNTY

If you were notified by mail of the Data Incident impacting First Financial Credit Union in 2022, you may be eligible for a class action settlement payment and credit monitoring services.

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

- A Settlement has been proposed in a class action lawsuit against First Financial Credit Union (“Defendant” or “FFCU”) relating to a data incident that occurred between January 17, 2022, and February 6, 2022, when unauthorized individuals gained access to FFCU’s network systems that contained the personally identifiable information (“PII”) of FFCU’s current and former members (the “Data Incident”).
- Plaintiffs allege that the PII of FFCU’s current and former members was exposed in the Data Incident. The potentially compromised PII includes names, addresses, Social Security numbers, driver’s license or government ID numbers, financial account information, and credit or debit card information. Plaintiffs allege that FFCU did not take appropriate care to protect its current and former members from the Data Incident.
- The Settlement includes all persons who provided their PII to FFCU and were notified that their PII may have been or was exposed to unauthorized third parties as a result of the Data Incident.
- Under the Settlement, FFCU has agreed to establish a \$1.6 million Settlement Fund to (1) pay for two years of 3B credit monitoring and identity theft insurance services; (2) provide cash payments of up to \$150 per Class Member for reimbursement of certain documented out-of-pocket expenses and lost time that resulted from the Data Incident; and (3) provide cash payments of up to \$5,000 per Class Member for reimbursement of documented extraordinary expenses that were caused by the Data Incident; or (4) provide cash payments to Class Members. The Settlement Fund will also be used to pay the costs of notice and settlement administration, and any Court-approved attorneys’ fees, costs and expenses, and Class Representative Service Awards.

Your legal rights are affected even if you do nothing. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get payment and/or credit monitoring. You must submit a claim by May 2, 2024 .
Ask to Be Excluded	Get no payment or credit monitoring. This is the only option that allows you to sue FFCU over the claims otherwise resolved by this Settlement. You must exclude yourself by April 2, 2024 .
Object	Write to the Court about why you do not like the Settlement. You must object by April 2, 2024 .
Do Nothing	Get no payment or credit monitoring. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to grant final approval of the Settlement. Payments and credit monitoring will only be made or permitted after the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 3

1. Why was this Notice issued?
2. What is this lawsuit about?
3. Why is this lawsuit a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?.....PAGE 3

5. How do I know if I am included in the Settlement?
6. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITSPAGE 4

7. What does the Settlement provide?
8. What Credit Monitoring and Insurance Services are available?
9. What payments are available for Compensation for Ordinary Expenses?
10. What payments are available for Compensation for Lost Time?
11. What payments are available for Compensation for Extraordinary Losses?
12. What Cash Compensation is available?

HOW TO GET BENEFITSPAGE 5

13. How do I get benefits?
14. How will claims be decided?

REMAINING IN THE SETTLEMENTPAGE 6

15. Do I need to do anything to remain in the Settlement?
16. What am I giving up as part of the Settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 6

17. If I exclude myself, can I get a payment from this Settlement?
18. If I do not exclude myself, can I sue FFCU for the same thing later?
19. How do I exclude myself from the Settlement?

THE LAWYERS REPRESENTING YOU.....PAGE 7

20. Do I have a lawyer in this case?
21. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENTPAGE 7

22. How do I tell the Court that I do not like the Settlement?
23. What is the difference between objecting and asking to be excluded?

THE COURT'S APPROVAL HEARINGPAGE 8

24. When and where will the Court decide whether to approve the Settlement?
25. Do I have to attend the hearing?
26. May I speak at the hearing?

IF YOU DO NOTHING.....PAGE 9

27. What happens if I do nothing?

GETTING MORE INFORMATION.....PAGE 9

28. How do I get more information?

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about the proposed Settlement in this class action lawsuit and about your options before the Court decides whether to give final approval to the Settlement. This Notice explains the legal rights and options you may exercise before the Court decides whether to approve the Settlement.

This matter involves the lawsuit styled *Briscoe v. First Financial Credit Union*, Case No. D-202-CV-2022-02974, pending in the Second Judicial District of the County of Bernalillo, New Mexico. The persons who sued are called the Plaintiffs. First Financial Credit Union is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that FFCU was responsible for the Data Incident and assert claims such as negligence, negligence per se, breach of fiduciary duty, breach of implied contract, breach of express contract, and violation of the New Mexico Unfair Trade Practices Act. The lawsuit seeks compensation for all persons whose PII was affected in the Data Incident.

FFCU denies all the Plaintiffs' claims and maintains it did not do anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called "Class Representatives" sue on behalf of all people who have similar claims. All of these people together are the "Class" or "Class Members." In this case, the Class Representatives are Brenda Briscoe and Roberta Keast. One Court will review the proposed Settlement and resolve the issues and potential claims relating to the Data Incident for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation or credit monitoring benefits. The Class Representatives and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does NOT mean that FFCU did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you provided your personal data to FFCU and were notified that your personal data may have been impacted because of the Data Incident occurring between January 17, 2022, and February 6, 2022.

Specifically excluded from the Settlement Class are FFCU's officers and directors, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judges assigned to the Litigation and to evaluate the fairness, reasonableness, and adequacy of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-888-568-2137 with questions, or visit FFCUSettlement.com. You may also write with questions to FFCU Data Incident Claims Administrator, P.O. Box 2258, Portland, OR 97208-2258. Please do not contact the Court with questions.

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for the following:

- two years of credit monitoring and insurance services;
- reimbursement of up to \$150 per Class Member for certain documented out-of-pocket expenses resulting from the Data Incident (“Compensation for Ordinary Losses”);
- reimbursement of up to 4.5 hours of lost time, at \$25 an hour, if at least one-half hour of documented time was spent dealing with the Data Incident (“Compensation for Lost Time”); and
- reimbursement of up to \$5,000 per Class Member for extraordinary fraudulent charges or out-of-pocket losses resulting from the Data Incident (“Compensation for Extraordinary Losses”);

OR

- a cash payment in an amount to be determined in accordance with the terms of the Settlement (“Cash Compensation”).

You may submit a claim for one or more of the above benefits by completing a Claim Form. You must also provide proof of your class membership in the form of either (1) the unique identifier provided in the notice you received by postcard or email; or (2) the name and physical address you provided to FFCU in connection with receiving FFCU’s services.

You must provide documentation with the Claim Form that supports each type of payment sought. Any expense for which you are seeking payment cannot have been reimbursed through any other source. If you provide a bill or payment card statement as part of required proof for any part of your claim, you may redact unrelated transactions and all but the first four and last four digits of any account number.

Finally, as part of the Settlement, FFCU has agreed to implement and/or maintain certain data security measures. More details are provided in the Settlement Agreement, which is available at FFCUSettlement.com.

8. What Credit Monitoring and Insurance Services are available?

You may file a Claim Form to receive credit monitoring and insurance services. Credit monitoring and insurance services provide a way to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection.

Credit monitoring and insurance services include (1) real-time monitoring of the credit file at all three major credit bureaus; (2) identity theft insurance (no deductible) of \$1,000,000; and (3) access to fraud resolution agents to help resolve identity thefts.

9. What payments are available for Compensation for Ordinary Expenses?

Class Members are each eligible to receive reimbursement of up to \$150 (in total, per person) for the following categories of unreimbursed, documented out-of-pocket expenses resulting from the Data Incident:

- card replacement fees;
- late fees;
- overlimit fees;
- interest on payday loans taken as a result of the Data Incident;
- other bank or credit card fees;
- long distance phone charges, cell phone charges (only if charged by the minute), and data charges (only if charged based on the amount of data used);

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

- postage, gasoline for local travel, and other incidental expenses; and
- fees for credit reports, credit monitoring, or other identity theft insurance products purchased between January 17, 2022, and the date of the close of the Claims Period.

10. What payments are available for Compensation for Lost Time?

Class members may also make a claim for up to 4.5 hours of unreimbursed attested lost time (at \$25 per hour) spent monitoring accounts, reversing fraudulent charges, or otherwise dealing with the Data Incident (only if at least one-half hour was spent and the Class member provides a description of the activities performed during the time claimed as reflected in the Claim Form).

11. What payments are available for Compensation for Extraordinary Losses?

Class Members who had other extraordinary unreimbursed, fraudulent charges or out-of-pocket losses and/or lost time incurred as a result of, or in resolving issues and losses caused by, the Data Incident are eligible to make a claim for reimbursement of up to \$5,000 per Class Member. As part of the claim, the Class Member must provide documentation plausibly supporting that:

- (1) they have incurred an actual, documented, and unreimbursed monetary loss;
- (2) the loss was more likely than not the result of the Data Incident;
- (3) the loss is not already covered by one or more of the categories in Question 9 or reimbursed through any other source; and
- (4) a reasonable effort was made to avoid or seek reimbursement for the loss (including exhaustion of all available credit monitoring insurance and identity theft insurance).

More details are provided in the Settlement Agreement, which is available at FFCUSettlement.com.

12. What Cash Compensation is available?

In the alternative to Credit Monitoring and Insurance Services Compensation for Ordinary and Extraordinary Losses, and Lost Time, you may instead elect to receive a cash payment. This is called “Cash Compensation.” The amount of the Cash Compensation will vary depending on the number of valid claims that are submitted. To receive Cash Compensation, you must submit a completed Claim Form electing to receive Cash Compensation.

You are not required to provide reasonable documentation with your Claim Form to receive Cash Compensation. The amount of individual Cash Compensation may be reduced or increased pro rata (equal share) depending on the number of Class Members who participate in the Settlement and the amount of money that remains in the Settlement Fund after payments of other Settlement benefits.

HOW TO GET BENEFITS

13. How do I get benefits?

To ask for a payment or to sign up for credit monitoring, you must complete and submit a Claim Form. Claim Forms are available at FFCUSettlement.com, or you may request one by mail by calling 1-888-568-2137. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **May 2, 2024**, to:

FFCU Data Incident Claims Administrator
P.O. Box 2258
Portland, OR 97208-2258

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

14. How will claims be decided?

The Claims Administrator, a neutral third party who has been hired to review and decide whether to approve the claims submitted in response to the Settlement, will decide in their professional judgment whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any Class Member. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

15. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment, you must submit a Claim Form postmarked by **May 2, 2024**.

16. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. The specific claims you are giving up are described in Paragraphs 87-89 of the Settlement Agreement. You will be releasing FFCU and all related people or entities as described in Section II, Paragraph 10.ee of the Settlement Agreement. The Settlement Agreement is available at FFCUSettlement.com.

The Settlement Agreement describes the released claims with specific details, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 20 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive a payment or credit monitoring from this Settlement, but you want to keep the right to sue FFCU about issues relating to the Data Incident, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

17. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

18. If I do not exclude myself, can I sue FFCU for the same thing later?

No. Unless you exclude yourself, you give up any right to sue for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit alleging claims released by the Settlement or otherwise relating to the Data Incident. If you exclude yourself, do not submit a Claim Form to ask for payment or credit monitoring.

19. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Briscoe v. First Financial Credit Union*, Case No. D-202-CV-2022-02974. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **April 2, 2024**, to:

FFCU Data Incident Settlement Exclusions
P.O. Box 2258
Portland, OR 97208-2258

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Class Counsel”: Ben Barnow and Anthony Parkhill of Barnow & Associates, 205 West Randolph St., Ste. 1630, Chicago, IL 60606, (312) 621-2000; and Andrew W. Ferich of Ahdoot & Wolfson, PC, 201 King of Prussia Rd., Ste 650, Radnor, PA 19087, (310) 474-9111.

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

21. How will the lawyers be paid?

Class Counsel will separately request the Court’s approval of an award for attorneys’ fees not to exceed \$533,333.33 and reasonable costs and expenses incurred in prosecuting the litigation. Class Counsel will also request approval of a service award of \$2,000 for each of the Class Representatives. Any amount that the Court awards for attorneys’ fees, costs, expenses, and service awards will be paid separately from the Settlement Fund and will not reduce the amount of payments to Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

You can tell the Court you do not agree with the Settlement or some part of it.

22. How do I tell the Court I do not like the Settlement?

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must **file** a written objection in this case, *Briscoe v. First Financial Credit Union*, Case No. D-202-CV-2022-02974, in the Second Judicial District Court of the City of Albuquerque, New Mexico, with the Clerk of the Court at Clerk of Court Second Judicial District Court of New Mexico Bernalillo County, 400 Lomas Blvd. NW, Albuquerque, NM 87102.

All written objections and supporting papers must:

- clearly identify the case name and number (*Briscoe v. First Financial Credit Union*, Case No. D-202-CV-2022-02974);
- state your full name, current address, and telephone number;
- contain a statement identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- contain a statement of whether you object to the Settlement in whole or in part, and all grounds for the objection, accompanied by any legal and factual support for the objection that you believe is applicable;
- contain a statement regarding whether you (or counsel of your choosing) intend to personally appear and/or testify at the Final Approval Hearing;
- include your signature or the signature of your duly authorized attorney or other duly authorized representative; and
- if applicable, provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which you (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; and (b) a list, by case number, court, and docket number, of all other cases in which you have been a named plaintiff in any class action or served as a lead plaintiff or class representative within the last three (3) years.

To be timely, your objection must be **filed** with the Clerk of the Court for the Second Judicial District of New Mexico no later than **April 2, 2024**.

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **April 2, 2024**:

Court	Class Counsel	Defense Counsel
Clerk of Court Second Judicial District Court of New Mexico Bernalillo County 400 Lomas Blvd. NW Albuquerque, NM 87102	Ben Barnow Barnow and Associates, P.C. 205 West Randolph Street Ste. 1630 Chicago, IL 60606 Tel: (312) 621-2000 Andrew W. Ferich Ahdoot & Wolfson, PC 201 King of Prussia Road Suite 650 Radnor, PA 19087	John C. Cleary Polsinelli PC 600 Third Avenue New York, NY 10016

23. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself 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 no longer affects you.

THE COURT’S APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

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

The Court will hold an Approval Hearing at **9:00 a.m. on April 29, 2024**, at the Second Judicial District Court of New Mexico, 400 Lomas Blvd. N.W., Albuquerque, N.M. 87102, Courtroom #502 (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check FFCUSettlement.com or call 1-888-568-2137. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys’ fees and reasonable costs and expenses, as well as the request for a service award for each of the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

25. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. If you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 22, the Court will consider it.

26. May I speak at the hearing?

You may ask the Court for permission to speak at the Approval Hearing. To do so, you must file an objection according to the instructions in Question 22, including all the information required therein. Your Objection must be **filed** with the Clerk of the Court for the Second District of New Mexico by mailing it postmarked no later than **April 2, 2024**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 22, postmarked no later than **April 2, 2024**.

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against FFCU about the legal claims released by the Settlement ever again.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at FFCUSettlement.com. You may also write with questions to FFCU Claims Administrator, P.O. Box 2258, Portland, OR 97208-2258. You can also get a Claim Form at the website, or by calling the toll-free number, 1-888-568-2137.

Questions? Call 1-888-568-2137 or visit FFCUSettlement.com.