

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION**

BUTTONWOOD TREE VALUE PARTNERS, LP,
et al.,

Plaintiffs,

v.

JACK A. SWEENEY, STEVEN J. SWEENEY,
MARILYN J. SWEENEY GARY M. HORGAN, H.
ANTHONY GARTSHORE, ELIZABETH
THOMPSON, FRED M. EDWARDS, THOMAS
MCCULLOUGH, RICHARD E. SCHREIBER,
LAWRENCE J. SHERMAN,

Defendants.

Case No.: 8:10-cv-00537 CJC (MLGx)

CLASS ACTION

NOTICE OF CLASS ACTION SETTLEMENT

YOUR LEGAL RIGHTS COULD BE AFFECTED IF YOU ARE A MEMBER OF THE FOLLOWING SETTLEMENT CLASS:

All Persons and entities who purchased or otherwise acquired First Regional Bancorp (“First Regional”) common stock (the “Company Stock”) during the period from January 30, 2007 through January 29, 2010 (the “Class Period”) and were damaged thereby, along with any persons who subsequently acquired or were transferred any of Plaintiffs’ Released Claims (as defined below) (collectively, the “Class”), except that excluded from the Class are Defendants in the case listed above (the “Action”), F. David Hare, Dorthea Montoya, Carolyn Zarro Nicholson and Ralph Downing, and their immediate family members, heirs, successors and assigns (the “Excluded Persons”). The Class includes any purchasers of First Regional shares, purchased directly or indirectly for the benefit of the First Regional Bancorp ESOP, the First Regional Bank (“Bank”) 401(k) Plan, or any other First Regional or Bank employee benefits plans, other than for the benefit of the Excluded Persons.

**PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION FROM A LAWYER. YOU HAVE NOT BEEN SUED.**

Honorable Judge Cormac J. Carney, United States District Court Judge for the Central District of California (the “Court”) has preliminarily approved a proposed settlement (the “Settlement”) of a class action lawsuit brought under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. The Settlement will provide for payments to members of the Class who timely submit valid Proof of Claim and Release Forms (the “Proof of Claims”) in accordance with the procedures set forth herein. The Settlement is summarized below.

The Court has scheduled a hearing (the “Fairness Hearing”) to consider the Plaintiffs’ Motion for Final Approval of the Settlement and Class Counsel’s (defined in the answer to Question No. 11 below) Application of Class Counsel for Attorneys’ Fees and Reimbursement of Expenses (“Fee Application”). The Fairness Hearing before Judge Carney has been scheduled for July 21, 2014, at 1:30 p.m., in Courtroom 9B of the United States District Court for the Central District of California, Santa Ana Division, located at 411 W. 4th Street, Santa Ana, CA 92701.

Any objections to the Settlement or the Application for Attorneys’ Fees and Expenses must be served in writing on Class Counsel and on Defendants’ attorneys, as identified on Page 7 of this Notice of Class Action Settlement (“Notice”). The procedure for objecting is described below.

This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in a settlement agreement (“Settlement Agreement”). Capitalized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, is available at a website dedicated to the Settlement, www.FirstRegionalBancorpSecuritiesSettlement.com.

PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY IN THIS CASE. IF YOU WOULD LIKE TO PARTICIPATE IN THE SETTLEMENT, HOWEVER, YOU MUST TIMELY SUBMIT A VALID PROOF OF CLAIM FORM AS DESCRIBED MORE FULLY BELOW. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT BY FOLLOWING THE PROCEDURES DESCRIBED BELOW OR EXCLUDE YOURSELF FROM THE SETTLEMENT BY OPTING OUT.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

<p>YOU MAY FILE A PROOF OF CLAIM AND RELEASE FORM BY AUGUST 8, 2014.</p>	<p>If you choose this option, you will share in the proceeds of the proposed Settlement if your Proof of Claim is timely, valid, and you are entitled to a distribution under the Plan of Allocation (described below in response to Question No. 7) and if the proposed Settlement is approved by the Court. You will be bound by the judgment and release to be entered by the Court as described below (the “Judgment”). To be valid, your request must contain the information set forth in response to Question 8 below and all other information required by the Proof of Claim form and be postmarked by August 8, 2014.</p>
<p>YOU MAY DO NOTHING AT ALL.</p>	<p>If you choose this option, you will not share in the proceeds of the settlement, but you will be bound by the Judgment.</p>
<p>YOU MAY OPT OUT OF THE CLASS BY JUNE 23, 2014.</p>	<p>If you do not wish to be included in the Class and do not wish to participate in the proposed Settlement, you may request to be excluded. If you timely submit a valid request for exclusion, you will not share in the proceeds of the Settlement, and you will not be bound by the Judgment. It will then be your responsibility to pursue any of the claims that you preserve by opting out of the Class. To be valid, your request for exclusion must contain the information set forth in response to Question 10 below and be postmarked by June 23, 2014.</p>
<p>YOU MAY OBJECT TO THE SETTLEMENT BY JUNE 30, 2014.</p>	<p>If you wish to object to any part of the Settlement or Fee Application, you may (as discussed below) write to the Court and counsel about why you object. It is possible that the Settlement and Fee Application may be approved over your objection. If that occurs, you will be bound by the Judgment unless you have also timely submitted a valid request to be excluded from the Class. You will also not receive a distribution unless you submit a timely and valid Proof of Claim. To be considered, your objection must be filed according to the procedures set forth in response to Question 13 below no later than June 30, 2014.</p>
<p>YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON JULY 21, 2014.</p>	<p>If you submit a written objection to the Settlement and/or Fee Application to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Court hearing about the Settlement and present your objections to the Court. You may attend the hearing even if you do not file a written objection, but you will only be allowed to speak at the hearing if you file a written objection in advance of the hearing.</p>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

Further information regarding this litigation and this Notice may be obtained by contacting Class Counsel:

Richard D. Greenfield
 Ilene Freier Brookler
 GREENFIELD & GOODMAN, LLC
 250 Hudson Street – 8th Floor
 New York, NY 10013
 whitehatrdg@earthlink.net

Jonathan W. Cuneo
 Matthew E. Miller
 CUNEO GILBERT & LADUCA LLP
 507 C Street, N.E.
 Washington, DC 20002
 jonc@cuneolaw.com

WHAT THIS NOTICE CONTAINS

SUMMARY OF SETTLEMENT..... 3

BASIC INFORMATION..... 4

1. WHY DID I GET THIS NOTICE PACKAGE? 4

2. WHAT IS THE ACTION ABOUT? 4

3. WHY IS THIS CASE A CLASS ACTION? 4

4. WHY IS THERE A SETTLEMENT? 4

5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT? 5

THE SETTLEMENT BENEFITS—WHAT YOU GET 5

6. WHAT DOES THE SETTLEMENT PROVIDE? 5

7. HOW MUCH WILL MY PAYMENT BE? 5

8. HOW MAY I RECEIVE A PAYMENT? 6

9. WHEN WOULD I GET MY PAYMENT? 6

10. CAN I GET OUT OF THE SETTLEMENT? 7

THE LAWYERS REPRESENTING YOU..... 7

11. DO I HAVE A LAWYER IN THE CASE? 7

12. HOW WILL THE LAWYERS BE PAID? 7

13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT? 7

THE FAIRNESS HEARING 8

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? 8

15. DO I HAVE TO COME TO THE HEARING? 8

16. MAY I SPEAK AT THE HEARING? 8

IF YOU DO NOTHING 8

17. WHAT HAPPENS IF I DO NOTHING AT ALL? 8

GETTING MORE INFORMATION 8

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT? 8

SUMMARY OF SETTLEMENT

This litigation (the “Action”) is a class action in which the Plaintiffs allege that the Defendants violated federal securities laws in connection with statements made or omissions by the Defendants about First Regional and the Bank during the Class Period. Copies of the Complaint (defined below) and other documents filed in the Action related to the Settlement are available for review at www.FirstRegionalBancorpSecuritiesSettlement.com.

A Settlement Fund consisting of five million five hundred thousand dollars (\$5,500,000) in cash is being established in the Action. The net amount in the Settlement Fund, including interest, and after payment of any taxes, expenses, and approved attorneys’ fees and expenses, will be allocated to participating Class members according to a Plan of Allocation to be approved by the Court.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Defendants strongly dispute the claims asserted in the Action. Further, the Plaintiffs would face an uncertain outcome if the Action were to continue. Continued litigation could result in a judgment or verdict greater or less than \$5,500,000 or in no recovery at all.

The Plaintiffs and the Defendants disagree on liability and do not agree on the amount that would be recoverable even if the Plaintiffs were to prevail at trial. The Defendants deny all claims and contentions by the Plaintiffs. The Defendants deny that they are liable to the Class and that the Class has suffered any damages for which the Defendants could be held legally responsible. Nevertheless, having considered the uncertainty and risks inherent in any litigation, particularly in a complex case such as this, the Plaintiffs and Defendants have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

STATEMENT OF ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES TO BE SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding them attorneys’ fees in the amount of one third (33 1/3%) of the amount recovered in the Settlement, plus reimbursement of their expenses in an amount not to exceed \$235,000. Any amount awarded will be paid from the proceeds of the Settlement Fund. Defendants will take no position on this application and have no responsibility for payment of such fees and expenses.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have purchased or acquired First Regional Stock during **the period from January 30, 2007 to January 29, 2010**. You may also have been transferred or acquired claims that would otherwise be released as part of the Settlement.

The Court directed that this Notice be sent to you because, if you fall within the definition of the Class, you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund, after payment of fees and expenses to Class Counsel and expenses related to the Settlement will be paid to the Class and then allocated among Class members according to a Court-approved Plan of Allocation. This Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Central District of California. The individuals who sued are called the "Plaintiffs," and the people they sued are called "Defendants." The Plaintiffs are Buttonwood Tree Value Partners, LP and John Sorrells. The Defendants are Jack A. Sweeney, Steven J. Sweeney, Marilyn J. Sweeney Gary M. Horgan, H. Anthony Gartshore, Elizabeth Thompson, Fred M. Edwards, Thomas Mccullough, Richard E. Schreiber, and Lawrence J. Sherman (collectively, "Defendants"). The Action is known as *Buttonwood Tree Value, Partners et al. v. Jack A. Sweeney et al.*, Case No.: 8:10-cv-00537 CJC (MLGx).

2. WHAT IS THE ACTION ABOUT?

The Action claims that Defendants violated the federal securities laws by misrepresenting or omitting material information about the financial health and operating condition of First Regional and its wholly-owned subsidiary, the Bank, during the Class Period. The Defendants deny that they have liability to Plaintiffs or the members of the Class. If the Action were to continue, the Defendants would raise numerous defenses to liability, including:

- Defendants did not engage in any conduct that would give rise to liability to the Class under the federal securities laws;
- The uncertainties and risks associated with the Company Stock were adequately disclosed;
- The information at issue, even if misrepresented or omitted, was not material;
- Any decreases in the trading prices of Company Stock during the Class Period were caused not by alleged misconduct on the part of the Defendants but by external forces, including the overall decline in the market;
- Even if the Class could recover, the damages that Plaintiff and the Class seeks are inflated or non-existent;

HISTORY OF THE ACTION

This Action was commenced on May 5, 2010 with the filing of a Complaint against the Defendants alleging that, during the Class Period, the Defendants violated federal securities laws by misrepresenting the financial and operating condition of First Regional and its wholly-owned subsidiary, the Bank. In the approximately four years since the Action was commenced, the Class Representatives faced motions to dismiss the Action and a motion for summary judgment, all of which were resolved in favor of the Class Representatives except that First Regional's former auditor, Deloitte & Touche, LLP, prevailed with respect to its own motion to dismiss. During the pendency of the Action, the Defendants and non-parties produced hundreds of thousands of documents and certain depositions were taken. After the Court granted Plaintiffs' motion for certification of the Class on September 12, 2013, the parties renewed earlier discussions with Defendants with regard to a possible settlement of the Action. Ultimately, with the assistance of the Hon. John Leo Wagner, a retired judge acting as mediator, the parties orally reached a negotiated settlement which was subsequently memorialized in the Settlement Agreement.

3. WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called "class representatives," sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the "class" and are referred to individually as "class members." One case resolves the issues for all class members together. Because the wrongful conduct alleged in this Action affected a large group of people—purchasers and acquirers of First Regional Stock during the Class Period—in a similar way, Plaintiffs filed this case as a class action.

4. WHY IS THERE A SETTLEMENT?

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the case against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in

no recovery at all or in a recovery that is less than the amount of the Settlement. The proposed settlement provides an immediate benefit to Class members, and will avoid the years of delay that would likely occur in the event of a contested trial and appeals. Moreover, the Federal Deposit Insurance Corporation (“FDIC”) was seeking to recover a substantial sum from many of the same Defendants simultaneously as Plaintiffs in this Action. That action could have exhausted many of the limited sources from which to fund a recovery by the Plaintiffs or the Class. Based on these factors, the Plaintiffs and Class Counsel have concluded that the proposed Settlement is in the best interests of all Class members.

5. HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

You are a member of the Class if you fall within the definition of the Class approved by Judge Cormac J. Carney. The Class definition is:

All Persons and entities who purchased or otherwise acquired First Regional Bancorp common stock during the period from January 30, 2007 through January 29, 2010 and were damaged thereby, along with any persons who subsequently acquired or have been transferred any of Plaintiffs’ Released Claims (as defined below), except that excluded from the Class are Defendants in the Action, F. David Hare, Dorthea Montoya, Carolyn Zarro Nicholson and Ralph Downing, and their immediate family members, heirs, successors and assigns. The Class includes any purchasers of First Regional shares, purchased directly or indirectly for the benefit of the First Regional Bancorp ESOP, the First Regional Bank 401(k) Plan, or any other benefits plans, other than for the benefit of the excluded persons.

If you are a member of the Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

A Settlement Fund consisting of \$5,500,000 is being established in the Action. The net amount in the Settlement Fund, including interest, and after payment of, or establishment of reserves for, any taxes and Court-approved costs, fees, and expenses, including fees and expenses of Class Counsel, and after payment of expenses incurred in calculating, satisfying, and administering the allocation, the remaining amount will be allocated to members of the Class according to a Plan of Allocation to be approved by the Court.

If the Settlement is approved by the Court, all Class members who do not timely submit a valid request for exclusion from the Class and anyone claiming through them shall be deemed to fully release the Plaintiffs’ Released Persons from Plaintiffs’ Released Claims. The Plaintiffs’ Released Persons are broadly defined and include: (a) First Regional and the Bank and their parents, affiliates, partners, subsidiaries, predecessors, Successors, assigns, and past or present directors, officers, employees, associates, controlling persons, attorneys, counselors, insurers, reinsurers, financial or investment advisors, consultants, advisors, representatives or agents, and (b) (i) each of the Defendants, (ii) any person, other than Deloitte & Touche LLP (“Deloitte”), formerly named as a defendant in the Action (including, without limitation, F. David Hare and Dorthea Montoya), (iii) and each Defendant or former defendant’s respective family members, heirs, executors, trustees, personal representatives, estates or administrators, attorneys, counselors, insurers, reinsurers, financial or investment advisors, consultants, advisors, representatives, agents and successors-in-interest. Deloitte is not a Plaintiffs’ Released Person. Plaintiffs’ Released Claims are broadly defined and include any and all claims of any nature whatsoever, whether individual, representative, or derivative, known or unknown, accrued or unaccrued, by or on behalf of the Plaintiffs, and each and every member of the Class, including their respective heirs, beneficiaries, executors, administrators, past and present partners, agents, attorneys, successors, and assigns that were brought in the Action or arise out of the same or substantially similar facts, circumstances, situations, transactions, or occurrences as those alleged in the Action. This means that Class members who do not exclude themselves from the Class will not have the right to sue the Plaintiffs’ Released Persons for anything related to their purchases of First Regional Stock during the Class Period.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of the Plaintiffs’ Released Persons and Plaintiffs’ Released Claims, are set forth in the Settlement Agreement (including its exhibits), which may be obtained at a dedicated Settlement website, www.FirstRegionalBancorpSecuritiesSettlement.com.

7. HOW MUCH WILL MY PAYMENT BE?

Your share (if any) of the Settlement Fund, net of the fees and expenses described above, will depend on your claimed loss, compared to other Class members’ claimed losses during the Class Period. Each Class member’s share will be calculated according to a Court-approved Plan of Allocation. Because the Settlement proceeds are less than the total losses alleged by the Class, each Class member’s recovery will likely be less than his or her claimed loss. You are not responsible for calculating the amount you may be entitled to receive under the Settlement.

In general, your proportionate share of the Settlement will be calculated as follows:

- The total purchase price you paid for shares of First Regional Stock during the Class Period will be totaled. The total amount you received for selling First Regional Stock during the Class Period will then be subtracted from that amount. If you purchased shares during the Class Period and never sold them, you will be deemed to have sold them at 10 cents per share. The amount by which what you paid for First Regional Stock during the Class Period exceeds what you received in sales of First Regional Stock during the Class Period will be deemed your “Net Loss” for purposes of the Plan of Allocation.
- If you received more during the Class Period in sales of First Regional Stock than you paid during the Class Period to purchase First Regional Stock, you will not be deemed to have a Net Loss. If you do not have a Net Loss, you will not be entitled to a distribution from the Settlement Fund under the Plan of Allocation. You will also not receive a distribution if your share of the Net Settlement Fund (defined below) or your Loss is less than \$10.00.
- If you are deemed to have a Net Loss of more than \$10.00, your Net Loss will be added together with the Net Losses of all other Class members who timely submit valid Proofs of Claim. As noted above, the money paid into the Settlement Fund will first be used to pay fees and expenses associated with pursuing the litigation and with certain actions necessary to finalize and obtain Court approval for the Settlement. The amounts remaining in the Settlement Fund after payment of those fees and expenses, referred to as the “Net Settlement Fund,” will then be available for distribution to the Class.
- In the unlikely event that there are sufficient funds in the Net Settlement Fund, each Class member who timely submits a valid Proof of Claim will receive an amount equal to that Class member’s Net Loss. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Class member who timely submits a valid Proof of Claim, then each such Class member will be paid the percentage of the Net Settlement Fund that each such Class member’s claim bears to the total of the claims of all other such Class members.
- It is estimated that if all Class members timely submit valid Proofs of Claim, you may receive 8-10% of your Net Loss before deduction of counsel fees and the other expenses referred to above. Because it is unlikely that all Class members will submit valid Proofs of Claim, it is estimated that you will receive somewhat more, although it is impossible to make an accurate estimate of such an increased percentage at this time.

If you have questions regarding the allocation of the Settlement proceeds, please write to Class Counsel listed on Page 2 above.

8. HOW MAY I RECEIVE A PAYMENT?

If you are a Class member, you may be entitled to share in the proceeds of the Settlement. By electing to share in the proceeds of the Settlement, you will be bound by the Judgment entered by the Court, if the Court approves the Settlement. To claim your share of the Settlement Fund, you must submit a valid Proof of Claim and Release Form postmarked on or before August 8, 2014.

A Proof of Claim and Release Form has been enclosed with this Notice. Your Proof of Claim and Release Form must contain complete and legible answers to each question it contains. You must also sign the Proof of Claim form. If you wish to share in the proceeds of the Settlement, you should return your completed Proof of Claim and Release Form in the enclosed pre-addressed envelope, postmarked on or before August 8, 2014.

If your Proof of Claim and Release Form is submitted on time but is not complete, or if it is complete but it is submitted late, you will be bound by the Judgment but will not receive a distribution from the Settlement Fund.

9. WHEN WOULD I GET MY PAYMENT?

The Settlement cannot be completed unless and until several events occur. These events include final approval of the Settlement by the Court and calculation of the amount of the Settlement proceeds owed to each Settlement Class member. If objections are made to the Settlement or appeals are taken by objectors from approval of the Settlement, this process may take a long time to complete. The Settlement funds, however, will be invested in secure, interest-bearing securities, and the interest income will be included in the amount allocated to Settlement Class members.

There will be no payments if the Settlement Agreement is terminated.

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve, or materially modifies, the Settlement Agreement, (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court, or (3) by the Parties under certain circumstances described in the Settlement Agreement. If the Settlement Agreement is terminated, the Action will proceed as if the Settlement Agreement had not been entered into.

10. CAN I GET OUT OF THE SETTLEMENT?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Settlement, you will not receive a share of the Settlement Fund. To exclude yourself from the Settlement, you must submit a written request for exclusion that must be sent by First Class Mail and postmarked on or before June 23, 2014. You must set forth: (a) your name, address, telephone number, and your signature; (b) a description of your purchases of First Regional Stock, which must include the date(s) of purchase, number of shares purchased, and the price(s) per share at which you completed each purchase; (c) an estimate of the Loss you suffered as a result of purchases of First Regional Stock during the Class Period; and (d) that you wish to be excluded from the Class. The exclusion request should be addressed as follows:

First Regional Bancorp Securities Litigation
EXCLUSION REQUEST
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera CA 94976-0990

Your request for exclusion will not be considered valid unless all of the information described above is included in your request. If you do not make a valid and timely request in writing to be excluded from the Class, you will be bound by any Judgment entered by the Court, regardless of whether or not you submit a Proof of Claim form.

You can also object to the Settlement and ask the Court not to approve it. For more information on how to object to the Settlement, see the answer to Question No. 13 below.

THE LAWYERS REPRESENTING YOU

11. DO I HAVE A LAWYER IN THE CASE?

The Court has appointed the law firms of Greenfield & Goodman, LLC and Cuneo, Gilbert & Laduca, LLP, as Class Counsel for the Plaintiffs and the Class in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for an award of attorneys' fees of \$1,833,333.33, or one third (33 1/3%) of the Settlement Fund, and reimbursement of their expenses of approximately \$228,544.85 (and not to exceed \$235,000), together with interest earned on the amount awarded by the Court. This motion will be considered at the Fairness Hearing described below. Defendants will not take any position on that matter before the Court.

OBJECTING TO THE ATTORNEYS' FEES

By following the procedures described in the answer to Question No. 13, you can tell the Court that you do not agree with the fees and expenses the attorneys intend to seek and ask the Court to deny their motion or limit the award.

13. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you are a Class member, you can object to the Settlement if you do not like any part of it. You can also give reasons why you think the Court should not approve it. To object, you must send a letter or other writing saying that you object to the Settlement in *Buttonwood Tree Value Partners, LP et al. v. Jack A. Sweeney, et al.*, Case No.: 8:10-cv-00537 CJC (MLGx). Be sure to include your name, address, telephone number, and signature and a full explanation of all the reasons why you object to the Settlement and that you are a member of the Class. **Your written objection must be sent to the following counsel and must be received no later than June 30, 2014:**

CLASS COUNSEL
Matthew E. Miller
CUNEO, GILBERT & LADUCA, LLP
507 C Street, N.E.
Washington, DC 20002

DEFENDANTS' COUNSEL
Charles E. Weir
Jason D. Strabo
McDERMOTT WILL & EMERY LLP
2049 Century Park East, 38th Floor
Los Angeles, CA 90067

You must also file your objection with the Clerk of the Court of the United States District Court for the Central District of California. The address is Clerk of the Court, United States District Court for the Central District of California, Santa Ana Division, 411 W. 4th St., Courtroom 9B, Santa Ana, CA 92701

The objection must refer prominently to *Buttonwood Tree Value Partners, LP et al. v. Jack A. Sweeney, et al.*, Case No.: 8:10-cv-00537 CJC (MLGx). **Your objection must be filed with the Court no later than June 30, 2014.**

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement as fair, reasonable, and adequate (the "Fairness Hearing"). You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend.

14. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold the Fairness Hearing at 1:30 p.m. on July 21, 2014, at the United States District Court for the Central District of California, Santa Ana Division, 411 W. 4th St., Santa Ana, CA 92701, in the courtroom then occupied by United States District Judge Cormac J. Carney. The Court may adjourn the Fairness Hearing without further notice to the Class, so if you wish to attend, you should confirm the date and time of the Fairness Hearing with Class Counsel before doing so. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the Application for Attorneys' Fees and Reimbursement of Expenses by Class Counsel. We do not know how long these decisions will take or whether appeals will be taken.

15. DO I HAVE TO COME TO THE HEARING?

No, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is not necessary.

16. MAY I SPEAK AT THE HEARING?

If you submit a written objection to the Settlement and/or the Fee Application to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection in advance of the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Buttonwood Tree Value Partners, LP et al. v. Jack A. Sweeney, et al.*, Case No.: 8:10-cv-00537 CJC (MLGx)." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be sent to the attorneys listed in the answer to Question No. 13 above, postmarked no later than June 30, 2014, and must be filed with the Clerk of the Court at the address listed in the answer to Question No. 13.

IF YOU DO NOTHING

17. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Settlement Class member, you will be bound by the Judgment in the case but you will not receive any distribution from the Settlement Fund.

GETTING MORE INFORMATION

18. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may review a copy of the Settlement Agreement at a dedicated Settlement internet site, www.FirstRegionalBancorpSecuritiesSettlement.com. You are encouraged to read the complete Settlement Agreement, Plaintiffs' submissions in support of the Settlement and the Fee Application.

DATED: May 15, 2014

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT COURT OF CALIFORNIA
SANTA ANA DIVISION