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Additional counsel listed below.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ANI AMIRIAN, WILLIAM WHITING,
LISA HALL, SHANNA CASTRO,
MARIS GELFMAN, KELLY GREEN,
ELIZABETH KLAPROTH, CHATTE
MITCHELL, SARAH OCHOA,
STEPHANIE SANCHEZ, JUDY
SEMENZA, GRACE STEVENSON,
TIMOTHY WOODS, and MAKSIM
YANOVSKY, individually, and on behalf
of all other members of the general public
similarly situated
Plaintiff,

vs.

UMPQUA HOLDINGS COMPANY
D/B/A UMPQUA BANK; an unknown
business entity; and DOES 1 THROUGH
100, inclusive,

Defendants.

Case No. BC674115

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT AND PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES AND
COSTS AND CLASS REPRESENTATIVE
SERVICE AWARDS**

Hearing: February 16, 2022 at 10:00 a.m.
Dept.: 6
Judge: Hon. Elihu M. Berle
Complaint Filed: August 30, 2017

FILED
Superior Court of California
County of Los Angeles

02/24/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

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Counsel for Plaintiffs and the Class

1 **[PROPOSED] ORDER**

2 Plaintiffs Ani Amirian, William Whiting, Lisa Hall, Shanna Castro, Maris Gelfman,
3 Kelly Green, Elizabeth Klaproth, Chatte Mitchell, Sarah Ochoa, Stephanie Sanchez, Judy
4 Semenza, Grace Stevenson, Timothy Woods, and Maksim Yanovsky (collectively “Plaintiffs”)
5 and Defendant Umpqua Holdings Co. (“Defendant”) have entered into the Joint Stipulation for
6 Class Action and PAGA Settlement Agreement (“Revised Settlement Agreement”)¹, which if
7 approved, would resolve this putative class action. Plaintiffs have filed a Motion for Order
8 Granting Final Approval of Class Settlement (“Final Approval Motion”) and a Motion for
9 Attorneys’ Fees and Costs and Class Representative Service Awards (“Fee Motion”). Upon
10 review and consideration of the Final Approval Motion, Fee Motion, and supporting documents
11 submitted by the parties, including the Revised Settlement Agreement and all exhibits thereto,
12 the Court determines and Orders the following:

- 13 1. The Settlement in this case is fair, adequate, and reasonable.
- 14 2. The Court finds that distribution of the Class Notice has been completed in
15 conformance with this Court’s Order Granting Preliminary Approval, entered on April 1, 2021.
16 The Class Notice was adequate, satisfied due process requirements, and was the best notice
17 practicable under the circumstances.
- 18 3. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of
19 the Settlement Agreement and declares the Settlement Agreement binding on all Settlement
20 Class Members who have not timely opted out. One individual, AnnMarie C. Young, submitted
21 a timely exclusion request and shall not be bound by the Settlement Agreement.
- 22 4. The Court certifies for settlement purposes the Settlement Class, which is defined
23 as follows: the “Hourly Employment Settlement Class,” defined as all individuals who are or
24 previously were employed by Defendant in California and classified as a non-exempt employee
25 at any time during the period from August 20, 2013 to the earlier of the date of preliminary
26 approval of this Agreement or September 20, 2020.; and the “MLO Settlement Class,” defined
27 as all individuals who are or previously were employed by Defendant in California as an

28 ¹ The Settlement Agreement is attached as Exhibit A to the Declaration of Jennifer Liu in Support of Plaintiffs’ Motion for Order Granting Final Approval of Class Settlement.

1 exempt Mortgage Loan Officer (or any substantially similar positions with different job titles)
2 at any time during the period from April 9, 2016 to the earlier of the date of preliminary
3 approval of this Agreement or September 20, 2020.

4 5. The Fee Motion seeks an award of attorneys' fees of \$416,667.67, equal to one-
5 third (33-1/3%) of the \$1.244 million settlement amount, and reimbursement to Class Counsel
6 of \$24,513.16 in litigation costs. Class Counsel also seek Class Representative Service Awards
7 in the amounts of: \$7,500 to lead Plaintiffs Ani Amirian, William Whiting, and Lisa Hall; and
8 \$5,000 to Plaintiffs Shanna Castro, Maris Gelfman, Kelly Green, Elizabeth Klaproth, Chatte
9 Mitchell, Sarah Ochoa, Stephanie Sanchez, Judy Semenza, Grace Stevenson, Timothy Woods,
10 and Maksim Yanovsky.

11 6. The amount of attorneys' fees requested is fair and reasonable under the
12 "percentage-of-recovery" method and consistent with the percentages awarded in other class
13 action settlements in California.

14 7. The amount of attorneys' fees requested is warranted for reasons set out in Class
15 Counsel's moving papers, including but not limited to the following: (1) the results obtained;
16 (2) the risks presented by the case; (3) the novelty and difficulty of the issues involved; (4) the
17 extent to which the litigation precluded other employment by the attorneys; (5) the experience,
18 reputation, and ability of the attorneys and the skill they displayed in the case; and (6) the delay
19 in awarding fees.

20 8. The expenses Class Counsel incurred in bringing this case to a settlement are fair
21 and reasonable, and their request for reimbursement of costs and expenses of \$24,513.16 is
22 reasonable.

23 9. Therefore, upon consideration of the Motion and memorandum and declarations
24 in support thereof, and based upon all matters of record including the pleadings and papers filed
25 in this action and oral argument given at the hearing on this matter, the Court hereby finds that:
26 (i) the attorneys' fees requested are reasonable and proper; (ii) the expenses requested were
27 necessary, reasonable, and proper; and (iii) the requested service awards are fair, reasonable,
28 and necessary to award the Class Representatives for their willingness to represent the interests

1 of the Class and the general public.

2 10. The Court hereby directs the parties to effectuate the terms of the Settlement as
3 set forth in the Settlement Agreement, except as modified herein.

4 11. The Effective Date of the Settlement shall be the last of the following dates: (a) if
5 no objections to the settlement are pending, then the date the Court enters judgment granting
6 Final Approval; (b) if an objection to the settlement is filed, then the date when the time expires
7 to file an appeal of the Court's grant of Final Approval of settlement; or (c) if an objection is
8 filed, as well as a timely Notice of Appeal of the Court's grant of Final Approval of settlement,
9 then the date the appeal is finally resolved, with the final approval unaffected. Notwithstanding
10 the foregoing, the Released Claims shall not be released, and the General Release set forth in
11 Paragraph 48 of the Revised Settlement Agreement shall not be effective, until Defendant has
12 made payment in full of the Maximum Settlement Amount to the Settlement Administrator, and
13 the Settlement Administrator has issued and mailed the Individual Settlement Payments ("ISP")
14 to the Settlement Class Members. The release is effective for each and every Settlement Class
15 Member on the date that the Settlement Administrator first issues and mails the ISP checks,
16 regardless of whether any specific ISP check is returned or cashed.

17 12. Defendant is hereby directed to deposit the Maximum Settlement Amount of
18 \$1,244,000 to the qualified settlement fund set up by the Settlement Administrator within
19 fourteen (14) days after the Effective Date.

20 13. The Settlement Administrator is hereby directed to distribute the following
21 amounts within thirty (30) calendar days after the Effective Date:

- 22 a. Payment to Class Counsel for Class Counsel Fees in the amount of
23 \$416,667.67, and reimbursement of \$24,513.16 in approved Class
24 Counsel Expenses;
- 25 b. Individual Settlement Payments to Settlement Class Members;
- 26 c. Payment of Class Representative Service Awards in the amounts of:
27 \$7,500 to lead Plaintiffs Ani Amirian, William Whiting, and Lisa Hall;
28 and \$5,000 to Plaintiffs Shanna Castro, Maris Gelfman, Kelly Green,

Elizabeth Klaproth, Chatte Mitchell, Sarah Ochoa, Stephanie Sanchez,
Judy Semenza, Grace Stevenson, Timothy Woods, and Maksim
Yanovsky;

- d. Payment to itself for Court-approved Settlement Administration Costs performed in connection with the Settlement in an amount not to exceed \$26,800.

14. Any unclaimed, residual settlement funds remaining one hundred and eighty (180) calendar days after the mailing of Individual Settlement Payments are made under the Settlement Agreement shall be tendered to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, for the benefit of those Settlement Class Members who did not cash their settlement checks until such time that they claim their property.

15. All parties are ordered to abide by all terms of the Settlement Agreement, as modified by the Court's Orders.

16. The Court hereby enters Judgment in the case. The Court will retain jurisdiction over the parties to enforce the terms of the Judgment pursuant to California Rule of Court 3.769(h).

17. A post-final approval compliance hearing will be held on September 21, 2022 at 8:30 a.m. in this Department. Class Counsel shall file a compliance statement and a declaration from the Settlement Administrator reporting on the final accounting of all settlement funds on or before September 12, 2022.

IT IS SO ORDERED.

Dated: 2-24-22



Elihu M. Berle

Elihu M. Berle / Judge

HONORABLE ELIHU M. BERLE
SUPERIOR COURT OF CALIFORNIA