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21 UMPQUA HOLDINGS COMPANY D/B/A UMPQUA BANK

22 *Plaintiffs' Counsel listed on following page*

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **FOR THE COUNTY OF LOS ANGELES**

25 ANI AMIRIAN, WILLIAM WHITING, LISA
26 HALL, SHANNA CASTRO, MARIS
27 GELFMAN, KELLY GREEN, ELIZABETH
28 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,

Plaintiffs,

vs.

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

Defendant.

Case No. BC674115

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: August 30, 2017
Trial Date: None Set

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23 Attorneys for Plaintiffs
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24 Shanna Castro, Tim Woods, Chatte Mitchell, Maksim Yanovsky, Judy Semenza, Sarah Ochoa,
Lisa Hall, Maris Gelfman, and Kelly Green
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1 Subject to the Court's approval, the Parties have entered into an Agreement pursuant to the
2 terms and conditions in this Joint Stipulation of Class Action and PAGA Settlement Agreement
3 ("Agreement") between the Plaintiffs (as defined herein) individually and on behalf of the
4 Settlement Class, and Defendant Umpqua Bank, an Oregon state-chartered bank and wholly-
5 owned subsidiary of Umpqua Holdings Corporation (the "Defendant").

6 I. DEFINITIONS

7 1. "Action" represents all causes of action, claims, and allegations in the Second
8 Amended Complaint ("SAC") in *Ani Amirian et al v. Umpqua Holdings Company D/B/A Umpqua*
9 *Bank*, Case No. BC674115, Superior Court in the Superior Court of the County of Los Angeles
10 (Stanley Mosk).

11 2. "Agreement" or "Settlement Agreement" is the instant Joint Stipulation of Class
12 Action and PAGA Settlement Agreement.

13 3. "Class Counsel" means the attorneys of record for the Class Representatives and
14 Class Members, *i.e.*, Haig B. Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyers,
15 APC; Michael H. Boyamian and Armand R. Kizirian of Boyamian Law, Inc.; Jennifer Liu and
16 Logan Talbot of The Liu Law Firm, P.C.; and Robert Ottinger of The Ottinger Firm, P.C.

17 4. "Class Counsel Award" means an award of attorneys' fees, expenses and costs
18 granted to Class Counsel and paid from the Maximum Settlement Amount.

19 5. "Class Data" means information regarding Class Members that Defendant will
20 collect from its electronic records and provide to the Settlement Administrator. It shall be
21 formatted as a Microsoft Excel spreadsheet and shall include for each Class Member their full
22 name, last known address, last known telephone number, last known email address, and Social
23 Security number; as well as information sufficient to allow the Settlement Administrator to
24 calculate the number of "Workweeks" for all Class Members during the Class Period.

25 6. "Class Members" shall mean all members of the Hourly Employee Settlement
26 Class (as defined herein) and the MLO Settlement Class (as defined herein).

27 7. "Class Period" for the Hourly Employee Settlement Class shall mean the time
28 period from August 20, 2013 to the earlier of the date of preliminary approval of this Agreement

1 or September 20, 2020. The “Class Period” for the MLO Settlement Class shall mean the time
2 period from April 9, 2016 to the earlier of the date of preliminary approval of this Agreement or
3 September 20, 2020.

4 8. “Class Representative Service Award” or “Service Award” means the amount that
5 the Court authorizes to be paid to the Class Representatives from the Maximum Settlement
6 Amount, in addition to each Class Representative’s Individual Settlement Payment.

7 9. “Class Representatives” means the named Plaintiffs in this Action: Ani Amirian,
8 William Whiting, Lisa Hall, Shanna Castro, Maris Gelfman, Kelly Green, Elizabeth Klaproth,
9 Chatte Mitchell, Sarah Ochoa, Stephanie Sanchez, Judy Semenza, Grace Stevenson, Timothy
10 Woods, and Maksim Yanovsky.

11 10. “Court” means the Superior Court for the State of California, County of Los
12 Angeles.

13 11. “Defendant” shall mean Umpqua Bank, an Oregon state-chartered bank and
14 wholly-owned subsidiary of Umpqua Holdings Corporation, as well as Defendant’s past, present,
15 and future, and direct and indirect, officers, directors, members, managers, employees, agents,
16 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
17 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

18 12. “Defense Counsel” or “Counsel for Defendant” shall mean Michael J. Nader of
19 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 500 Capitol Mall, Suite 2500, Sacramento, CA
20 95814.

21 13. “Effective Date” means the later of the following: (a) if no objections to the
22 settlement are pending, then the date the Court enters judgment granting Final Approval; (b) if an
23 objection to the settlement is filed, then the date when the time expires to file an appeal of the
24 Court’s grant of Final Approval of settlement; or (c) if an objection is filed, as well as a timely
25 Notice of Appeal of the Court’s grant of Final Approval of settlement, then the date the appeal is
26 finally resolved, with the final approval unaffected. Notwithstanding the foregoing, the Released
27 Claims shall not be released, and the General Release set forth in Paragraph 48 below shall not be
28 effective, until Defendant has made payment in full of the Maximum Settlement Amount to the

1 Settlement Administrator, and the Settlement Administrator has issued and mailed the Individual
2 Settlement Payments to the Class Members. The release is effective for each and every Class
3 Member on the date that the Settlement Administrator first issues and mails the ISP checks,
4 regardless of whether any specific ISP check is returned or cashed.

5 14. "Final Approval Order" means the Court's order granting final approval of the
6 Settlement.

7 15. "Hourly Employment Settlement Class" is defined as all individuals who are or
8 previously were employed by Defendant in California and classified as a non-exempt employee at
9 any time during the period from August 20, 2013 to the earlier of the date of preliminary approval
10 of this Agreement or September 20, 2020.

11 16. "Individual Settlement Payment" or "ISP" means the amount payable from the Net
12 Settlement Amount to each Settlement Class Member.

13 17. "Maximum Settlement Amount" or "MSA" means the maximum sum to be paid by
14 Defendant pursuant to this Settlement, which is One Million, Two Hundred Forty-Four Thousand
15 Dollars and Zero Cents (\$1,244,000.00). The MSA shall include all payments contemplated by
16 this Settlement Agreement, including but not limited to all ISPs, the Service Awards, the Class
17 Counsel Award, the PAGA Penalties Fund, the Settlement Administration Costs, and any award of
18 costs or reimbursements to Class Counsel. In no event shall Defendant pay any amount more than
19 the MSA.

20 18. "MLO Settlement Class" is defined as all individuals who are or previously were
21 employed by Defendant in California as an exempt Mortgage Loan Officer (or any substantially
22 similar positions with different job titles) at any time during the period from April 9, 2016 to the
23 earlier of the date of preliminary approval of this Agreement or September 20, 2020.

24 19. "Net Settlement Amount" or "NSA" means the MSA minus the Service Awards,
25 the Class Counsel Award, the PAGA Penalties Fund, the Settlement Administration Costs, and
26 any award of costs or reimbursements to Class Counsel.

27 20. "Notice Packet" means the Notice of Class Action and PAGA Settlement in a form
28 substantially similar to the form attached as **Exhibit 1** (the "Notice"); a Change of Address Form

1 in a form substantially similar to the form attached as **Exhibit 2**; and a pre-printed and post-paid
2 return envelope.

3 21. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.
4 Cal. Lab. Code §§ 2698-2699.5.

5 22. "PAGA Penalties Fund" is the amount of fifty-thousand dollars (\$50,000), which
6 shall be deducted from the MSA. The PAGA Penalties Fund shall be allocated as follows: twenty-
7 five percent (25%) to the Settlement Class Members on a pro rata basis as defined herein, and
8 seventy-five percent (75%) to the LWDA pursuant to Cal. Lab. Code § 2699(i).

9 23. "Parties" mean Plaintiffs and Defendant, collectively, and "Party" shall mean either
10 Plaintiffs or Defendant, individually.

11 24. "Payment Ratio" means the respective Qualified Workweeks for each Settlement
12 Class Member divided by the total Qualified Workweeks for all Settlement Class Members.

13 25. "Plaintiffs" shall mean the named Plaintiffs in this Action: Ani Amirian, William
14 Whiting, Lisa Hall, Shanna Castro, Maris Gelfman, Kelly Green, Elizabeth Klaproth, Chatte
15 Mitchell, Sarah Ochoa, Stephanie Sanchez, Judy Semenza, Grace Stevenson, Timothy Woods, and
16 Maksim Yanovsky.

17 26. "Preliminary Approval Date" means the date the Court enters an order granting
18 preliminary approval of the Settlement Agreement.

19 27. "Preliminary Approval Order" means the Order Granting Preliminary Approval.

20 28. "Qualified Settlement Fund" means the fund set up by the Settlement Administrator
21 into which the MSA shall be deposited and disbursements from it shall be made.

22 29. "Qualified Workweeks" means the number of Workweeks (as defined herein) for
23 each Settlement Class Member within the Class Period.

24 30. "Released Claims" by Settlement Class Members means all claims that were
25 alleged in Plaintiffs' Second Amended Complaint or that could have been alleged based on the
26 facts and legal theories alleged in the Second Amended Complaint, including the following: (a)
27 any and all claims for unpaid wages, including claims for minimum, overtime, and double-time
28 wages, the failure to pay for all hours worked, and the failure to pay for all hours worked at correct

1 rates; (b) any and all claims for meal period violations, including claims for late, short, interrupted
2 and/or missed meal periods and/or the failure to pay premium wages; (c) any and all claims for
3 rest break violations, including claims for late, short, interrupted and/or missed rest breaks and/or
4 the failure to pay premium wages; (d) any and all claims for improper or inaccurate itemized wage
5 statements, including claims for injuries suffered therefrom; (e) any and all claims for untimely
6 payment of wages, including claims for the untimely payment of wages paid during employment
7 and claims for the untimely payment of wages after the termination of employment; (f) claims for
8 the failure to keep requisite payroll records; (g) claims for unreimbursed business expenses; (h)
9 any and all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004,
10 Labor Code Section 2699 et seq. (“PAGA”) premised on the facts, claims, causes of action, or
11 legal theories described in the PAGA Notice dated August 10, 2017 as alleged in the Second
12 Amended Complaint, which includes claims for penalties based on violations of Labor Code
13 Sections 201, 202, 203, 204, 206, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
14 2800, and 2802; (i) any and all claims under the Business & Professions Code (including Section
15 17200 et seq.) premised on the facts, claims, or legal theories described in the Second Amended
16 Complaint; and (j) the alleged violation of, or claims for relief pursuant to, Labor Code Sections
17 201-204, 206, 206.5, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
18 1197, 1197.1, 1198, 2698 et seq. (the PAGA), 2800, 2802, and IWC Wage Order 4-2001. Each
19 and every ISP check will include an endorsement confirming that by cashing the check, the SCMs
20 are releasing the Released Claims. The Released Claims shall not include claims for wrongful
21 termination, unemployment insurance, disability, social security, workers’ compensation, and
22 claims outside of the Hourly Employee Settlement Class Period and MLO Settlement Class
23 Period.

24 31. “Released Parties” means Defendant as defined herein.

25 32. “Request for Exclusion” refers to a formal request to be excluded from the
26 Settlement Agreement as described in the “Requests for Exclusion” section herein.
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33. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notices to Class Members, and the last date on which Class Members may submit requests for exclusion or objections to the Settlement Agreement.

34. "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement Agreement.

35. "Settlement Administrator" means Settlement Services, Inc., as approved by the Court.

36. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the MSA for administration of this Settlement.

37. "Settlement Class" shall collectively refer to the Hourly Employee Settlement Class and the MLO Settlement Class.

38. "Settlement Class Members" or "SCMs" shall mean all members of the Hourly Employee Settlement Class (as defined herein) and the MLO Settlement Class (as defined herein) who do not submit a request for exclusion. SCMs will be bound by the Released Claims and by the terms of the Settlement Agreement and any final judgment entered in this Action.

39. "Workweek" means the seven consecutive days starting on and including Monday through and including Sunday (a "week") during which time the Class Data reflects that a given SCM worked during the Class Period at any point in time for any amount of time during a given week, and does not include weeks when an SCM was on PTO, a leave of absence, jury duty, or the like for the entire week.

II. RECITALS

40. Class Certification. The Parties stipulate and agree to certification of the Settlement Classes for the purposes of this Settlement Agreement only. Should the Settlement Agreement not obtain Court approval and become final and effective, class certification shall immediately be set aside and the Settlement Class immediately decertified. The Parties' stipulation to class certification as part of the Settlement Agreement shall not be considered in connection with the issue of whether a class should be certified in this Action or any other action,

1 and shall not be admissible in any such proceeding other than in the context of this Settlement
2 Agreement.

3 41. Procedural History. Plaintiff Ani Amirian initially filed a class action complaint in
4 this Action on August 30, 2017, alleging claims for unpaid overtime, failure to provide meal and
5 rest breaks, unpaid minimum wages, failure to pay wages upon termination, wages not timely paid
6 during employment, non-compliant wage statements, failure to keep requisite payroll records,
7 unreimbursed business expenses, and unfair business practices. On November 8, 2017, Plaintiff
8 Amirian filed a first amended complaint to add an eleventh cause of action for penalties under the
9 PAGA based on her August 10, 2017 PAGA notice. On April 11, 2019, Plaintiff William Whiting
10 filed a class action complaint, *Whiting v. Umpqua Bank*, CGC-19-575197, in the Superior Court of
11 the County of San Francisco, that alleged similar claims as the present Action. After the Court
12 granted Defendant's motion to compel arbitration, several of the named plaintiffs filed individual
13 arbitration claims.

14 42. Mediation. The Parties agreed to mediate a resolution of all litigation and
15 arbitration based on the claims in this Action, and the mediation took place on April 9, 2020. The
16 mediation was conducted by Tripper Ortman, an experienced wage and hour mediator. No
17 settlement was reached that day, but the Parties continued to work on resolving the case, and
18 eventually worked out the terms of this Settlement Agreement, and respectfully seek Court
19 approval.

20 43. Complaint. As a result of the mediated settlement, and thus by agreement of the
21 Parties, on July 31, 2020, Plaintiffs filed a stipulation and proposed order requesting the Court's
22 approval to file the Second Amended Complaint in this Action that includes all claims originally
23 brought by all parties in all previous litigation and arbitration that is settled by this Agreement.
24 On August 11, 2020, the Court granted Plaintiffs leave to file the Second Amended Complaint.
25 Plaintiffs filed the Second Amended Complaint, which was entered on the Court docket on August
26 18, 2020.

27 44. Benefits of Settlement Agreement to Settlement Class Members. Plaintiffs and
28 Class Counsel recognize the expense and length of continued proceedings necessary to litigate this

1 Action through trial and potential appeals. Plaintiffs have also taken into account the uncertainty
2 and risk of the outcome of further litigation and arbitration, and the difficulties and delays inherent
3 in such proceedings. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary
4 to establish liability for the claims asserted in the Action, both generally and in response to
5 Defendant's defenses, and the difficulties in establishing damages for the Settlement Class
6 Members. Thus, Plaintiffs and Class Counsel have determined that the terms set forth in this
7 Settlement Agreement are fair, adequate and reasonable, and in the best interests of the Settlement
8 Class Members.

9 45. Defendant's Reasons for Settlement Agreement. Defendant has concluded that
10 further defense of this Action would be protracted and expensive for all Parties. Substantial
11 amounts of Defendant's time and resources have been, and unless this Settlement Agreement is
12 completed, will continue to be devoted to the defense of the Action. Defendant has also taken into
13 account the risks of further litigation in reaching its decision to enter into this Settlement
14 Agreement. Defendant firmly contends that it is not liable for any of Plaintiffs' claims, but has
15 agreed to settle along the terms set forth in this Settlement Agreement to fully resolve the Action.

16 46. Settlement Class Members' Claims. The Class Representatives claim that their
17 allegations have merit in regards to the putative Settlement Class Members. Defendant claims that
18 the Released Claims have no merit. This Settlement Agreement is a compromise settlement of
19 disputed claims. The monies paid in this Settlement Agreement are genuinely disputed and the
20 Parties agree that the provisions of Labor Code section 206.5 do not apply to this Settlement
21 Agreement. Nothing in this Settlement Agreement or its exhibits, and no action taken to carry out
22 this Settlement Agreement may be construed or used as an admission by or against the putative
23 Settlement Class Members or Class Counsel as to the merits of the claims asserted.

24 **III. TERMS OF SETTLEMENT AGREEMENT**

25 47. Settlement Agreement Consideration by Defendant. Defendant shall pay the MSA
26 and nothing more than the MSA, in the total amount of One Million, Two Hundred Forty-Four
27 Thousand Dollars and Zero Cents (\$1,244,000.00).
28

1 48. General Release of Claims By the Named Plaintiffs. As of the Effective Date, in
2 exchange for the consideration in this Settlement Agreement, Plaintiffs, for themselves and their
3 heirs, successors and assigns, hereby waive, release, acquit and forever discharge the Released
4 Parties from any and all Released Claims as well as any and all claims, actions, charges,
5 complaints, grievances and causes of action, of whatever nature, whether known or unknown,
6 which exist or may exist on Plaintiffs' behalf as of the date they sign this Settlement Agreement,
7 including but not limited to, any and all tort claims, contract claims, claims for unpaid wages,
8 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
9 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
10 claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
11 under any federal, state or other governmental statute, law, regulation or ordinance, including, but
12 not limited to, claims for violation of the Fair Labor Standards Act, the California Labor Code, the
13 Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the
14 Americans with Disabilities Act, the Employee Retirement Income Security Act, Title VII of the
15 Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family
16 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California
17 Business & Professions Code Section 17200 et seq.. Plaintiffs expressly waive and relinquish any
18 and all claims, rights or benefits they may have under California Civil Code § 1542, which
19 provides as follows: **"A general release does not extend to claims that the creditor or releasing**
20 **party does not know or suspect to exist in his or her favor at the time of executing the release**
21 **and that, if known by him or her, would have materially affected his or her settlement with**
22 **the debtor or released party."** Plaintiffs may later discover claims or facts in addition to, or
23 different from, those which they know or believe to exist, but they expressly agrees to fully,
24 finally and forever settle and release any and all claims against the Released Parties, known or
25 unknown, suspected or unsuspected, which exist or may exist at the time they sign this Settlement
26 Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs'
27 employment with Defendant. The Parties further acknowledge, understand and agree that this
28

1 Settlement Agreement would not have been finalized without this representation and commitment
2 from the Plaintiffs.

3 49. Conditions Precedent: This Settlement Agreement will become final and effective
4 only upon the occurrence of all of the following events: (a) the Court enters an order granting
5 preliminary approval of the Settlement Agreement; (b) the Court enters an order granting final
6 approval of the Settlement Agreement and a Final Judgment; and (c) the Effective Date occurs.

7 50. Nullification of Settlement Agreement. In the event that this Settlement Agreement
8 is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or
9 modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete
10 resolution of the claims as described herein, then (a) this Settlement Agreement shall be void ab
11 initio and of no force or effect, and shall not be admissible in any judicial, administrative or
12 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; (b) the
13 conditional class certification (obtained for any purpose) shall be void ab initio and of no force or
14 effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any
15 purpose or with respect to any issue, substantive or procedural; and (c) none of the Parties to this
16 Settlement Agreement will be deemed to have waived any claims, objections, defenses or
17 arguments in the Action, including with respect to the issue of class certification.

18 51. Certification of the Settlement Class. The Parties stipulate to conditional class
19 certification of the Settlement Class for the Class Period for purposes of the Settlement Agreement
20 only, and to agree that the Plaintiffs shall be appointed as Class Representatives, and that Haig B.
21 Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyers, APC; Michael H. Boyamian and
22 Armand R. Kizirian of Boyamian Law, Inc.; Jennifer Liu and Logan Talbot of The Liu Law Firm,
23 P.C.; and Robert Ottinger of The Ottinger Firm, P.C. shall be appointed Class Counsel.

24 52. Tax Liability. The Parties make no representations as to the tax treatment or legal
25 effect of the payments called for hereunder, and SCMs are not relying on any statement or
26 representation by the Parties in this regard. SCMs understand and agree that they will be
27 responsible for the payment of any taxes and penalties assessed on the ISPs they receive, and that
28

1 they will be solely responsible for any penalties or other obligations resulting from their personal
2 tax reporting of their ISPs.

3 53. Circular 230 Disclaimer. Each Party to this Settlement Agreement acknowledges
4 and agrees that no provision of this Settlement Agreement, and no written communication or
5 disclosure between the Parties or their attorneys, was intended to be relied upon as tax advice
6 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as
7 amended); and that each Party has relied exclusively on their own, independent legal and tax
8 counsel for advice (including tax advice) in connection with this Settlement Agreement; and that
9 each Party is not entitled to rely upon any communication or disclosure by any attorney or advisor
10 to avoid any tax penalty.

11 54. Preliminary Approval Motion. At the earliest practicable time, Class Counsel shall
12 file with the Court a Motion for Order Granting Preliminary Approval and supporting papers,
13 which shall include this Settlement Agreement. Class Counsel shall provide a courtesy draft of
14 the motion papers to Defense Counsel at least five (5) business days before filing the documents.

15 55. Settlement Administrator. By accepting the role as Settlement Administrator, the
16 Settlement Administrator is bound to all of the terms, conditions and obligations described in this
17 Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole
18 and exclusive responsibility for: (a) calculating the Qualified Workweeks, Payment Ratio, and the
19 ISP for each Settlement Class Member; (b) locating SCMs, including performing skip tracing and
20 calling and emailing SCMs, if necessary; (c) processing and mailing payments to the Class
21 Representatives, Class Counsel, the LWDA, and the SCMs; (d) printing and mailing the Notices to
22 the SCMs as directed by the Court; (e) responding to SCMs inquiries; (f) establishing the
23 Qualified Settlement Fund; (f) receiving and reporting objections, opt outs, Requests for
24 Exclusion, and Notices of Objection; (g) deducting all legally required taxes from the ISPs and
25 distributing tax forms; (h) processing and mailing any tax payments to the appropriate state and
26 federal taxing authorities; (i) providing declaration(s) as necessary in support of preliminary
27 and/or final approval of this Settlement Agreement; (j) establishing a website to make information
28 about the settlement available to SCMs, including to give notice of final judgment to SCMs; and

(k) other tasks that the Parties mutually agree on, or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of its duties. Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendant and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the ISPs or any other distribution of monies contemplated by this Settlement Agreement.

56. Notice Procedure.

a. Class Data. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party, or use the Class Data for any purpose other than to administer this Settlement Agreement. However, for the limited purpose of enabling Class Counsel to perform their duties under this Settlement Agreement, the Settlement Administrator may provide a summary report of the Class Data to Class Counsel as needed, and information regarding specific SCMs as necessary for Class Counsel to perform their duties as Class Counsel. Defendant shall provide the Settlement Administrator with the Class Data to prepare and mail the Notices to the SCMs. This shall take place within fourteen (14) calendar days of the Preliminary Approval Date.

b. Notices.

i. The Notice of Class Action and PAGA Settlement Agreement mailed out to Class Members (the "Notice") shall be in a form substantially similar to the form attached as **Exhibit 1**. The Notice shall instruct Class Members to notify the Settlement Administrator of their current mailing address where the ISP should be mailed following the Effective Date. The Notice shall include the release to be given by each Class Member in exchange for the ISP.

- 1 ii. The Notice shall also provide each Class Member's starting and
2 ending dates of employment in a class position during the
3 Settlement Class Period, the number of Qualified Workweeks
4 calculated by the Settlement Administrator, and the Settlement
5 Administrator's calculation of each Class Member's estimated ISP.
- 6 c. Notice By First Class U.S. Mail. No later than fourteen (14) calendar days
7 after receiving the Class Data from Defendant as provided herein, the
8 Settlement Administrator shall mail copies of the Notice to all Class
9 Members via regular First Class U.S. Mail. The Settlement Administrator
10 shall perform skip-tracing of Class Members' addresses prior to the initial
11 mailing of Notice Packets and shall otherwise exercise its best judgment to
12 determine the current mailing address for each Class Member.
- 13 d. Undeliverable Notices. Any Notices returned to the Settlement
14 Administrator as non-delivered on or before the Response Deadline shall be
15 re-mailed to the forwarding address affixed thereto. If no forwarding
16 address is provided, the Settlement Administrator shall promptly attempt to
17 determine a correct address by lawful use of skip-tracing, or other standard
18 search using the name, address, email address, social media, and/or Social
19 Security number of the Class Member involved, and shall then perform a re-
20 mailing, if another mailing address is identified by the Settlement
21 Administrator. If any Notices sent to Class Members currently employed
22 by Defendant are returned to the Settlement Administrator as non-delivered
23 and no forwarding address is provided, the Settlement Administrator shall
24 notify Defendant. Defendant will request that the currently employed SCM
25 provide a corrected address to the Defendant to forward to the Settlement
26 Administrator. Class Members who received a re-mailed Notice shall have
27 their Response Deadline extended fifteen calendar (15) days from the
28 original Response Deadline.

- 1 e. Disputes Regarding ISPs. SCMs will have the opportunity, should they
2 disagree with the estimated number of Qualified Workweeks stated on their
3 Notice, to provide documentation and/or an explanation to show contrary
4 employment dates. If there is a dispute, the Settlement Administrator will
5 consult with the Parties to determine whether an adjustment is warranted.
6 The Settlement Administrator shall determine the eligibility for, and the
7 amounts of, any ISP under the terms of this Settlement Agreement, and that
8 determination shall be binding upon the SCM and the Parties. The deadline
9 for SCMs to submit disputes to the Settlement Administrator regarding their
10 ISPs shall be the same as the Response Deadline, or in the case of remailed
11 Notices, their extended Response Deadline.
- 12 f. Disputes Regarding Administration of Settlement Agreement. Any disputes
13 not resolved by the Settlement Administrator concerning the administration
14 of the Settlement Agreement will be resolved by the Court under the laws of
15 the State of California. Prior to any such involvement of the Court, counsel
16 for the Parties will confer in good faith to resolve the disputes without the
17 necessity of involving the Court.
- 18 g. Requests for Exclusion.
- 19 i. The Notice shall include an explanation that Class Members who
20 wish to exclude themselves from the Settlement Agreement must
21 submit a written Request for Exclusion by the Response Deadline.
22 The written Request for Exclusion (1) must state that the Class
23 Member has decided to exclude himself or herself from the
24 Settlement Agreement, (2) must contain the name, address, and the
25 last four digits of the Social Security number of the person
26 requesting exclusion, (3) must be signed by the Class Member, and
27 (4) must be postmarked by the Response Deadline and returned to
28 the Settlement Administrator at the specified address.

- 1 ii. The Request for Exclusion will not be valid if it is not timely
2 submitted, or if it is not signed by the Class Member, or if it does
3 not contain the name and address of the Class Member. The date of
4 the postmark on the return mailing envelope for the Request for
5 Exclusion shall be the exclusive means used to determine whether
6 the Request for Exclusion was timely submitted. Class Members
7 who fail to submit a valid and timely written Request for Exclusion
8 on or before the Response Deadline shall be Settlement Class
9 Members (“SCMs”) who are bound by all terms of the Settlement
10 Agreement, and any final judgment entered in this Action, if the
11 Settlement Agreement is approved by the Court.
- 12 iii. Any Class Member who requests to be excluded from the Settlement
13 Agreement will not be entitled to any recovery under the Settlement
14 Agreement and will not be bound by its terms or have any right to
15 object, appeal or comment on it. Nothing in this Settlement
16 Agreement can be construed as a waiver of any defense that
17 Defendant or the Released Parties have or could assert against
18 anyone who timely serves a Request for Exclusion.
- 19 iv. No later than five (5) calendar days after the Response Deadline, the
20 Settlement Administrator shall provide counsel for the Parties with a
21 final list of the Class Members who have timely submitted written
22 Requests for Exclusion.
- 23 v. At no time shall any of the Parties or their counsel seek to solicit or
24 otherwise encourage Class Members to submit Requests for
25 Exclusion from the Settlement Agreement.
- 26 h. Objections.
- 27 i. The Notice shall state that SCMs who wish to object to the
28 Settlement Agreement must mail to the Settlement Administrator a

1 written statement of objection (“Notice of Objection”) by the
2 Response Deadline. The postmark date of the mailing shall be
3 deemed the exclusive means for determining that a Notice of
4 Objection was served timely.

- 5 ii. SCMs who submit a timely Notice of Objection will have a right to
6 appear at the Final Approval/Settlement Agreement Fairness
7 Hearing in order to have their objections heard by the Court. The
8 Notice of Objection must be signed by the SCM and state the case
9 name and number, the name and address of the SCM, the last four
10 digits of the SCM’s Social Security number, the basis for the
11 objection, and if the SCM intends to appear at the Final
12 Approval/Settlement Agreement Fairness Hearing.
- 13 iii. At no time shall any of the Parties or their counsel seek to solicit or
14 otherwise encourage SCMs to object to the Settlement Agreement or
15 appeal from the Order and Final Judgment.
- 16 iv. Class Members who submit a written Request for Exclusion are not
17 entitled to object to the Settlement Agreement.
- 18 v. The Settlement Administrator shall send all objections to Class
19 Counsel and Defense Counsel. Class Counsel will be responsible
20 for filing the Notices of Objection with the Court in advance of the
21 Final Approval Hearing. Plaintiffs and/or Defendant may file
22 oppositions to Notices of Objection no later than nine (9) court days
23 prior to the date of the Final Approval/Settlement Agreement
24 Fairness Hearing.
- 25 vi. Defendant shall not be responsible for the fees, costs, or expenses
26 incurred by Plaintiffs, Class Counsel, or SCMs arising from or
27 related to any objection to the Settlement Agreement or related to
28 any appeals thereof.

i. Changes to the Date, Time, and/or Location of the Final Approval Hearing.

The Notice shall inform Class Members that the Final Approval Hearing may be continued to a different date or time or changed to a different location without further notice to SCMs, and that SCMs may contact Class Counsel to inquire into the date, time, and location of the Final Approval Hearing.

57. Funding and Allocation of the Maximum Settlement Amount. Upon satisfaction of the preconditions described in this Settlement Agreement, and pursuant to the timeline and instructions below, Defendant will deposit the MSA into a Qualified Settlement Fund to be established by the Settlement Administrator.

a. Funding Due Date. No later than fourteen (14) calendar days after the Effective Date, Defendant shall provide the MSA to the Settlement Administrator to fund the Settlement Agreement.

b. Individual Settlement Payments. ISPs shall be paid from the NSA and shall be paid pursuant to the following formula:

i. Calculation of Individual Settlement Payments (“ISPs”). Using the Class Data, the Settlement Administrator will calculate the total Qualified Workweeks for all SCMs. The respective Qualified Workweeks for each SCM will be divided by the total Qualified Workweeks for all SCMs, resulting in the Payment Ratio for each individual SCM. Each SCM’s Payment Ratio will then be multiplied by the NSA to calculate each SCM’s estimated ISP. The ISP will be provided only to the individual SCM. Each ISP will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). The ISP checks will include an endorsement confirming that by cashing the check, each SCM is releasing the Released Claims.

- 1 ii. Tax Allocation. The Settlement Administrator will be responsible
2 for issuing to claimants an IRS Form W-2 for any amounts deemed
3 “wages” and an IRS Form 1099 for the portions allocated to non-
4 wage amounts, including penalties and interest. For tax purposes,
5 each ISP shall be allocated as follows:
- 6 (1) For each individual Hourly Employee Settlement Class
7 Member, the ISP shall be allocated as follows: (a) 25% as wages
8 subject to IRS Form W-2 reporting and applicable
9 taxes/withholdings; and (b) 75% as non-wage income, penalties, and
10 interest for which an IRS Form 1099 will be issued.
- 11 (2) For each individual MLO Settlement Class Member, the ISP
12 shall be allocated 100% to non-wage income, penalties, and interest
13 for which an IRS Form 1099 will be issued.
- 14 Defendant shall be responsible for the employer’s share of payroll
15 taxes, with respect to the ISP amounts treated as wages.
- 16 iii. Mailing. ISPs shall be mailed by regular, First Class, U.S. Mail to
17 each SCM no later than twenty (20) calendar days after Defendant
18 provides funds to the Settlement Administrator for disbursement
19 under this Settlement Agreement.
- 20 iv. Uncashed Checks. Any checks issued to SCMs shall remain valid
21 and negotiable for one hundred and eighty (180) days after the date
22 they are issued. The Settlement Administrator will mail a reminder
23 notice to those SCMs who have not cashed their checks after one
24 hundred twenty (120) days and will also send a reminder via any
25 available email address or social media for these SCMs. In the
26 event that an ISP check has not been cashed within one hundred and
27 eighty (180) days, then such funds, plus any accrued interest, will be
28 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. The Parties agree that this disposition results in no unpaid residue under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their individual settlement payment checks. Therefore, Defendant will not be required to pay any interest on these amounts. The Settlement Administrator shall prepare a report regarding the extent of unclaimed funds, and the report shall be presented to the Court by Class Counsel.

c. Class Representative Service Awards (“Service Awards”). Defendant agrees not to oppose or object to the following Class Representative Service Awards in exchange for each individual’s General Release of claims, including the Released Claims, and for their time, effort and risk in bringing and prosecuting this matter. The Service Awards shall be in addition to each Class Representative’s ISP as an SCM:

(1) Up to seven thousand five hundred dollars and zero cents (\$7,500.00) for the following named Plaintiffs: Ani Amirian, William Whiting, and Lisa Hall.

(2) Up to five thousand dollars and zero cents (\$5,000.00) for the following named Plaintiffs: Elizabeth Klaproth, Grace Stevenson, Stephanie Sanchez, Shanna Castro, Tim Woods, Chatte Mitchell, Maksim Yanovsky, Judy Semenza, Sarah Ochoa, Maris Gelfman, and Kelly Green.

ii. The Settlement Administrator shall pay the Service Awards to each Class Representative from the MSA after the Effective Date. Any

1 portion of the requested Service Awards that is not awarded to a
2 Class Representative shall become part of the NSA.

3 iii. The Settlement Administrator shall issue an IRS Form 1099 - MISC
4 to each Class Representative for the Service Award. Each Class
5 Representative shall be solely and legally responsible to pay any and
6 all applicable taxes on the Service Award and shall hold harmless
7 Defendant and the Released Parties from any claim or liability for
8 taxes, penalties, or interest arising as a result of the Service Award.

9 iv. If the Court reduces or does not approve the requested Service
10 Award, Plaintiffs and Class Counsel shall not have the right to
11 modify or revoke the Settlement Agreement, which shall remain
12 binding.

13 d. Class Counsel Award.

14 i. In consideration for settling the Action and for all Released Claims
15 to the Released Parties, as well as the General Release of claims by
16 the Class Representatives, Class Counsel intends to apply for an
17 award of attorneys' fees not to exceed Four Hundred Sixteen
18 Thousand Six hundred Sixty-Six Dollars and Sixty-Seven Cents
19 (\$416,666.67) in attorneys' fees, plus actual costs and expenses as
20 supported by declaration not to exceed \$25,000. These amounts will
21 be issued out of the MSA.

22 ii. Class Counsel, Plaintiffs and the SCMs will not apply to the Court
23 for any additional payment of attorney fees and costs, or for an
24 increase in the MSA. The Parties agree that, over and above the
25 Court-approved Class Counsel Award, each of the Parties, including
26 all SCMs, shall bear their own fees and costs, including, but not
27 limited to, those related to the investigation, filing, or prosecution of
28 the Action; the negotiation, execution, or implementation of this

1 Settlement Agreement; and/or the process of obtaining,
2 administering, or challenging an Order Granting Preliminary
3 Approval and/or Final Approval.

4 iii. Any portion of the requested Class Counsel Award that is not
5 awarded to Class Counsel shall be part of the NSA and shall be
6 distributed to SCMs as provided in this Settlement Agreement.

7 iv. The Settlement Administrator shall pay the Class Counsel Award to
8 Class Counsel from the MSA after the Effective Date.

9 v. Class Counsel shall be solely and legally responsible to pay all
10 applicable taxes on the Class Counsel Award. The Settlement
11 Administrator shall issue an IRS Form 1099 - MISC to Class
12 Counsel for the payment.

13 vi. In the event that the Court reduces or does not approve the requested
14 Class Counsel Award, Plaintiffs and Class Counsel shall not have
15 the right to modify or revoke the Settlement Agreement, which shall
16 remain binding.

17 e. PAGA Penalties Fund. Fifty-Thousand Dollars (\$50,000) shall be allocated
18 from the MSA for the release of claims for civil penalties under the Private
19 Attorneys General Act of 2004. The Settlement Administrator shall pay
20 seventy-five percent (75%) of the Fund, or \$37,500, to the California Labor
21 and Workforce Development Agency (the "PAGA Payment") after
22 Defendant provides funds to the Settlement Administrator for disbursement
23 under this Settlement Agreement. Twenty-five percent (25%) of the
24 remaining amount of the \$50,000 payment, or \$12,500, will remain in the
25 NSA and distributed as described in this Settlement Agreement. Class
26 Counsel will take all action required by California Labor Code section
27 2699(l).
28

1 f. Settlement Administrator Costs. The Settlement Administrator shall be
2 paid for the costs of administration of the Settlement Agreement from the
3 MSA. Based upon estimates received, the Settlement Administrator Costs
4 shall not exceed Twenty-Six Thousand and Eight Hundred Dollars and No
5 Cents (\$26,800). The Settlement Administrator shall be paid the Settlement
6 Administrator Costs after Defendant provides funds to the Settlement
7 Administrator for disbursement under this Settlement Agreement.

8 58. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
9 accomplish the terms of this Settlement Agreement, including but not limited to, the execution of
10 necessary documents and to take such other action as may be reasonably necessary to implement
11 the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement
12 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense
13 Counsel, take all necessary steps to secure the Court's Preliminary and Final Approval of this
14 Settlement Agreement. The Parties also agree to cooperate in the Settlement Administration
15 process. The Parties each represent they do not have any financial interest in the Settlement
16 Administrator or otherwise have a relationship with the Settlement Administrator that could create
17 a conflict of interest. Class Counsel will also notify Defense Counsel if subpoenaed or upon
18 receipt of any other request for documents or information regarding any other lawsuit filed, or
19 potential lawsuit, against the Released Parties that covers or includes any SCMs and the Released
20 Claims.

21 59. Preliminary Approval Hearing. Plaintiffs shall obtain a hearing before the Court to
22 request the preliminary approval of the Settlement Agreement, and the setting of a date for a Final
23 Approval/Settlement Agreement Fairness Hearing. The Preliminary Approval Order shall provide
24 for the Notice of Class Action and PAGA Settlement (the "Notice") to be sent to all Class
25 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs
26 shall submit this Settlement Agreement and the proposed Notice. Plaintiffs shall provide drafts of
27 the motion filed in support of preliminary approval to Defense Counsel at least five (5) business
28 days before filing the documents.

1 60. Final Approval Motion. At the earliest practicable time following the expiration of
2 the Response Deadline, or at the time specified by the Court, Plaintiffs shall file with the Court a
3 Motion for Order Granting Final Approval and Entering Judgment, requesting final approval of
4 the Settlement Agreement and a determination of the amounts payable for the Service Awards, the
5 Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs. Plaintiffs
6 shall provide drafts of the motion filed in support of final approval to Defense Counsel at least five
7 (5) business days before filing the documents.

- 8 a. Declaration by Settlement Administrator. The Settlement Administrator
9 shall submit a declaration in support of Plaintiffs' motion for final approval
10 of this Settlement Agreement detailing the number of Notices mailed and
11 re-mailed to Class Members, the number of undeliverable Notices, the
12 number of timely requests for exclusion, the number of Notices of
13 Objections received, the amount of the average ISP, the Settlement
14 Administration Costs, and any other information as the Parties mutually
15 agree on, or that the Court orders the Settlement Administrator to provide.
- 16 b. Final Approval Order and Judgment. The Parties shall present an Order
17 Granting Final Approval of Class Action and PAGA Settlement Agreement
18 to the Court for its approval, and Judgment thereon consistent with the
19 terms and conditions of this Settlement Agreement.

20 61. Review of Motions for Preliminary and Final Approval. Class Counsel will
21 provide an opportunity for Defense Counsel to review the Motions for Preliminary and Final
22 Approval prior to filing with the Court. The Parties and their counsel will cooperate and use their
23 best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of
24 the Settlement Agreement, and entry of Judgment.

25 62. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
26 Action, except such proceedings necessary to implement and complete the Settlement Agreement,
27 pending the Final Approval/Settlement Agreement Fairness Hearing to be conducted by the Court,
28 and that the time within which to bring this action to trial under California Code of Civil

1 Procedure Section 583.310 shall be extended from the date the Memorandum of Agreement was
2 signed by all parties on May 18, 2020, until the settlement is revoked and the stay is lifted.

3 63. Nullification of Settlement Agreement. In the event that the Court does not grant
4 final approval, or the Court does not enter a final judgment as provided herein, or the Settlement
5 Agreement does not become final for any other reason, this Settlement Agreement shall be null
6 and void and any order or judgment entered by the Court in furtherance of this Settlement
7 Agreement shall be treated as void from the beginning. In such a case, the entire MSA money
8 shall be returned to the Defendant; the Parties shall proceed in all respects as if this Settlement
9 Agreement had not been executed, except that any costs already incurred by the Settlement
10 Administrator shall be paid by equal apportionment among the Parties (except as provided in
11 Paragraph 64 below); and this Agreement and its terms, and the communications, negotiations,
12 and settlement discussions related the Action, shall be inadmissible to the fullest extent allowed by
13 law. In the event an appeal is filed from the Court's final judgment, or any other appellate review
14 is sought, administration of the Settlement Agreement shall be stayed pending final resolution of
15 the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to
16 being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate
17 review, shall be paid to the Settlement Administrator within thirty (30) days of said notification.

18 64. Defendant's Option To Terminate Settlement. If, after the Response Deadline and
19 before the Final Approval Hearing, the number of Class Members who submitted timely and valid
20 written requests for exclusion from the Settlement is at least ten percent (10%) of all Class
21 Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement and
22 its stipulation to class certification. If Defendant exercises the option to terminate this Settlement,
23 Defendant shall: (a) provide written notice by certified mail to Class Counsel at their addresses
24 listed in this Agreement, prior to the Final Approval Hearing and no later than seven (7) calendar
25 days after receiving notice from the Settlement Administrator of the number of Class Members
26 who have submitted timely and valid requests for exclusion; (b) pay all Settlement Administration
27 Costs incurred up to the date or as a result of the termination; and (c) the Parties shall proceed in
28 all respects as if this Agreement had not been executed.

1 65. No Unalleged Claims. Plaintiffs and Class Counsel represent that, as of the
2 date of execution of this Settlement, they are not currently aware of any: (a) unalleged claims in
3 addition to, or different from, those which are finally and forever settled and released against the
4 Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any
5 claims or causes of action could be brought against Defendant, except such facts and theories
6 specifically alleged in the Action. Plaintiffs and Class Counsel further represent that, other than
7 the claims alleged in the Action, they have no plans to assert any other claims against Defendant in
8 any judicial, administrative, or arbitral forum. Plaintiffs and Class Counsel further represent that
9 they do not represent and are not seeking to represent any persons other than Plaintiffs who have
10 expressed any interest in pursuing litigation or seeking any recovery against Defendant. The
11 Parties further acknowledge, understand and agree that this representation is essential to the
12 Agreement and that this Agreement would not have been entered into were it not for this
13 representation. Nothing in this Paragraph will be construed as a restraint on the right of any
14 counsel to practice.

15 66. No Effect on Employee Benefits. Amounts paid to the Plaintiffs or other SCMs
16 pursuant to this Settlement Agreement shall not be deemed pensionable earnings or have any
17 effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay,
18 retirement plans, etc.) of the Plaintiffs or SCMs.

19 67. Exhibits and Headings. The terms of this Settlement Agreement include the terms
20 set forth in the attached Exhibits. The descriptive headings of any paragraphs or sections of this
21 Settlement Agreement are inserted for ease of reference only and do not constitute a part of this
22 Settlement Agreement.

23 68. Amendment or Modification. With Court approval, this Settlement Agreement
24 may be amended or modified only by a written instrument that is signed by counsel for all Parties
25 or their successors-in-interest, and signed by the Parties or their successors-in-interest.

26 69. Entire Settlement Agreement. This Settlement Agreement and its exhibits
27 constitute the entire Settlement Agreement among the Parties, and no oral or written
28 representations, warranties or inducements have been made to any Party concerning this

1 Settlement Agreement or its exhibits other than the representations, warranties and covenants
2 contained and memorialized in the Settlement Agreement and its exhibits.

3 70. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
4 and represent they are expressly authorized by the Parties whom they represent to negotiate this
5 Settlement Agreement and to take all appropriate actions needed by this Settlement Agreement to
6 effectuate its terms. The person signing this Settlement Agreement on behalf of Defendant
7 represents and warrants that they are authorized to sign this Settlement Agreement on behalf of
8 Defendant. Plaintiffs represent that they are authorized to sign this Settlement Agreement and that
9 they have not assigned, transferred, or encumbered any claim, or part of a claim, demand, cause of
10 action or any rights herein released and discharged or covered by this Settlement Agreement to
11 any third-party.

12 71. Binding on Successors and Assigns. The provisions of this Settlement Agreement
13 shall run in perpetuity. This Settlement Agreement shall be binding upon, and inure to the benefit
14 of, the successors or assigns of the Parties.

15 72. California Law Governs. All terms of this Settlement Agreement and its exhibits,
16 and any disputes arising hereunder shall be governed by and interpreted according to the laws of
17 the State of California.

18 73. Counterparts. This Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
20 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange
21 among themselves copies or originals of the signed counterparts.

22 74. This Settlement Agreement Is Fair, Adequate and Reasonable. The Parties believe
23 that this Settlement Agreement is a fair, adequate and reasonable Settlement Agreement of this
24 Action and have arrived at this Settlement Agreement after extensive arm's-length negotiations,
25 taking into account all relevant factors, present and potential. The Parties further agree that this
26 Settlement Agreement shall not be construed in favor of or against any party by reason of the
27 extent to which any party or their counsel participated in the drafting of this Settlement
28 Agreement.

1 75. Jurisdiction of the Court. The Parties agree that, pursuant to California Code of
2 Civil Procedure Section 664.6, the Court shall retain jurisdiction with respect to the interpretation,
3 implementation and enforcement of the terms of this Settlement Agreement and all orders and
4 judgments entered in connection to it, and the Parties and their counsel submit to the jurisdiction
5 of the Court for purposes of interpreting, implementing and enforcing the Settlement Agreement
6 and all orders and judgments entered in connection to it.

7 76. Publicity. Plaintiffs and Plaintiffs' Counsel agree not to publicize the Settlement,
8 including the fact of the Settlement, its terms or contents, and the negotiations underlying the
9 Settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be
10 strictly required to effectuate the terms of the Settlement. For the avoidance of doubt, this section
11 means Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or
12 respond to any media or publication entities, publish information in manner or form, whether
13 printed or electronic, on any medium or otherwise communicate, whether by print, video,
14 recording or any other medium, with any person or entity, including the general public, concerning
15 the Settlement, its terms or contents and the negotiations underlying the Settlement, or identify
16 Defendant or its principals owners as associated with the underlying lawsuit, except as shall be
17 contractually required to effectuate the terms of the Settlement. However, for the limited purpose
18 of allowing Plaintiffs' Counsel to file legal documents in other actions, Plaintiffs' Counsel may
19 refer to any information in the public record for such purposes.

20 77. Waiver of Certain Appeals. The Parties agree to waive all appeals from the Court's
21 final approval of the Settlement Agreement, unless the Court modifies the Settlement Agreement.

22 78. Denial of Liability. The Parties expressly recognize that the making of this
23 Settlement Agreement does not in any way constitute an admission or concession of wrongdoing
24 on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation
25 thereof, nor any statements, discussions or communications, nor any materials prepared,
26 exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will
27 any of the foregoing constitute, be introduced, be used or be admissible in any way in any other
28 judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any

1 violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order,
2 or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may
3 be used in any proceeding in the Court that has as its purpose the interpretation, implementation,
4 or enforcement of the Settlement or any orders or judgments of the Court entered into in
5 connection therewith.

6 79. Notice of Settlement Agreement to LWDA. Class Counsel shall provide notice of
7 this Settlement Agreement to the Labor Workforce Development Agency ("LWDA") as required
8 by Labor Code Section 2699(1)(2).

9 80. IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA
10 Settlement Agreement and Release of Claims is voluntarily executed by the Parties and their
11 attorneys as of the dates noted.

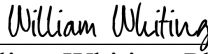
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IT IS SO AGREED:

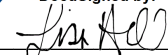
Dated: _____

Ani Amirian, Plaintiff

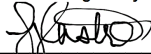
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DocuSigned by:

 William Whiting, Plaintiff

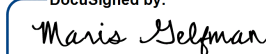
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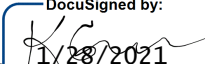
DocuSigned by:

 Lisa Hall, Plaintiff

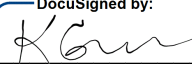
Dated: 1/27/2021

DocuSigned by:

 Shanna Castro, Plaintiff

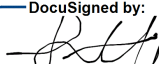
Dated: 1/27/2021

DocuSigned by:

 Maris Gelfman, Plaintiff

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 Dated: 1/28/2021
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DocuSigned by:

 Kelly Green, Plaintiff

Dated: 1/27/2021

DocuSigned by:

 Elizabeth Klapproth, Plaintiff

Dated: 1/27/2021

DocuSigned by:

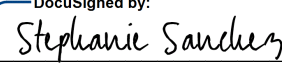
 Chante Mitchell, Plaintiff

Dated: 1/28/2021

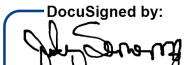
DocuSigned by:

 Sarah Ochoa, Plaintiff

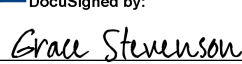
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DocuSigned by:

 Stephanie Sanchez, Plaintiff

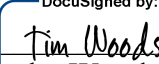
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 Judy Semenza, Plaintiff

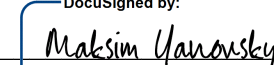
Dated: 1/28/2021

DocuSigned by:

 Grace Stevenson, Plaintiff

Dated: 1/28/2021

DocuSigned by:

 Timothy Woods, Plaintiff

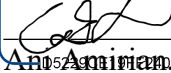
Dated: 1/28/2021

DocuSigned by:

 Maksim Yanovsky, Plaintiff

IT IS SO AGREED:

Dated: 1/28/2021

DocuSigned by:


Ann Amiran, Plaintiff

Dated: _____

William Whiting, Plaintiff

Dated: _____

Lisa Hall, Plaintiff

Dated: _____

Shanna Castro, Plaintiff

Dated: _____

Maris Gelfman, Plaintiff

Dated: _____

Kelly Green, Plaintiff

Dated: _____

Elizabeth Klaproth, Plaintiff

Dated: _____

Chatte Mitchell, Plaintiff

Dated: _____

Sarah Ochoa, Plaintiff

Dated: _____

Stephanie Sanchez, Plaintiff

Dated: _____

Judy Semenza, Plaintiff

Dated: _____

Grace Stevenson, Plaintiff

Dated: _____

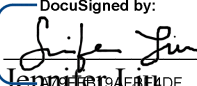
Timothy Woods, Plaintiff

Dated: _____

Maksim Yanovsky, Plaintiff

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Dated: 1/28/2021

DocuSigned by:

Jennifer Lau

THE LIU LAW FIRM, P.C.
Attorneys for Plaintiffs
*As to Paragraph 76, and otherwise
Approved as to form only*

Dated: 2/1/2021

DocuSigned by:

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Andrew Ognall
As authorized agent for Defendant

Dated: 2/1/2021

DocuSigned by:

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Michael J. Nader
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART
*Attorney for Defendant
Approved as to form only*

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EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Amirian, et al. v. Umpqua Holdings Company D/B/A Umpqua Bank,
Case No. BC674115,
Superior Court of the County of Los Angeles (Spring Street)

THIS IS A COURT-AUTHORIZED NOTICE.

IT IS NOT A SOLICITATION.

PLEASE READ THIS NOTICE CAREFULLY ABOUT YOUR LEGAL RIGHTS.

- To:**
1. **Hourly Employee Settlement Class** defined as all individuals who are or previously were employed by Umpqua Bank or its subsidiaries, affiliates or divisions or by its parent company Umpqua Holdings Corporation in California (“Defendant” or “Umpqua”) and classified as a non-exempt employee at any time during the period from August 20, 2013 to September 20, 2020.
 2. **MLO Settlement Class** defined as all individuals who are or previously were employed by Defendant in California as an exempt Mortgage Loan Officer (“MLO”) (or any substantially similar positions with different job titles) at any time during the period from April 9, 2016 to September 20, 2020.

GENERAL INFORMATION

1. Why did I get this notice?

The Court has preliminarily approved a settlement of the lawsuit, *Amirian, et al. v. Umpqua Holdings Company D/B/A Umpqua Bank*, Case No. BC674115, in the Superior Court of the County of Los Angeles (Spring Street) (the “**Lawsuit**”). The settlement is on behalf of the following two proposed classes:

- “**Hourly Employee Settlement Class Members**” is defined as all individuals who are or previously were employed by Umpqua Bank or its subsidiaries, affiliates or divisions or by its parent company Umpqua Holdings Corporation (“**Defendant**”) and classified as a non-exempt employee at any time during the period from August 20, 2013 to September 20, 2020.
- “**MLO Settlement Class Members**” defined as all individuals who are or previously were employed by Defendant in California as an exempt Mortgage Loan Officer (or any substantially similar positions with different job titles) at any time during the period from April 9, 2016 to September 20, 2020.

You received this notice because Defendant’s records show that you worked for Defendant as (a) an hourly, non-exempt employee in California at any time during August 20, 2013 to September 20, 2020 (the “**Hourly Class Period**”), or (b) as an exempt Mortgage Loan Officer at any time during the period from April 9, 2016 to September 20, 2020 (the “**MLO Class Period**”). This notice explains the Lawsuit, the Settlement Agreement, your legal rights, the benefits available for you, your eligibility for benefits, and how you obtain them.

2. What is this Lawsuit about?

The Lawsuit claims that Defendant violated sections of the California Labor Code and the California Business and Professions Code. Specifically, Plaintiffs’ Second Amended Complaint alleges that Defendant failed to pay all wages, including overtime and minimum wages, failed to provide compliant meal and rest breaks, failed to pay final wages upon termination, failed to timely pay wages during employment, failed to provide compliant wage statements, failed to keep requisite payroll records, failed to reimburse for all business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California

Private Attorneys General Act (“PAGA”) based on the claims pleaded in Plaintiffs’ Second Amended Complaint. Defendant denies the allegations in the Lawsuit and contends that it complied with the law. The Court has not made a ruling on the merits of the case.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case the Plaintiffs), sue on behalf of people who appear to have similar claims, in this case the Hourly Employee Settlement Class Members and the MLO Settlement Class Members. The Hourly Employee Settlement Class Members and the MLO Settlement Class Members are jointly referred to herein as the “**Class Members**.” One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Lawsuit is before the Superior Court of the County of Los Angeles (Spring Street) (the “**Court**”).

4. How do I know if I am part of the settlement?

You are part of the settlement, and a Class Member, if you are included in the definition of either (a) an Hourly Employee Settlement Class Member during the Hourly Class Period, or (b) an MLO Settlement Class Member during the MLO Class Period.

5. Do I have a lawyer in this case?

The Court has appointed Class Counsel listed below to represent your interests in this case: Haig B. Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyers, APC; Michael H. Boyamian and Armand R. Kizirian of Boyamian Law, Inc.; Jennifer Liu and Logan Talbot of The Liu Law Firm, P.C.; and Robert Ottinger of The Ottinger Firm, P.C.

6. What is the settlement amount and how will the Individual Settlement Payment be calculated?

The Settlement provides that Defendant will pay a maximum of One Million, Two Hundred Forty-Four Thousand Dollars and Zero Cents (\$1,244,000.00) (the “**Maximum Settlement Amount**”). The “**Net Settlement Amount**” is the portion of the Maximum Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion (“**Settlement Class Members**”). The Net Settlement Amount is the Maximum Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$416,666.67).
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000);
- C. **Service Payments to the Class Representatives** as follows: (1) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the following named Plaintiffs: Ani Amirian, William Whiting, and Lisa Hall; and (2) up to Five Thousand Dollars and Zero Cents (\$5,000.00) for the following named Plaintiffs: Elizabeth Klaproth, Grace Stevenson, Stephanie Sanchez, Shanna Castro, Timothy Woods, Chatte Mitchell, Maksim Yanovsky, Judy Semenza, Sarah Ochoa, Maris Gelfman, and Kelly Green.
- D. **Settlement Administration Costs** which are currently estimated to be \$26,800.
- E. **PAGA Payment to the LWDA** of Thirty-Seven Thousand Five Hundred Dollars (\$37,500). This represents 75% of the \$50,000 allocated to PAGA penalties. The remaining \$12,500 will be included in the Net Settlement Amount and distributed to Settlement Class Members.

The portion of the Net Settlement Amount that you are eligible to claim (“**Individual Settlement Payment**”) will be determined on a pro rata basis, based on the number workweeks you worked in California as either an

Hourly Employee Class Member or as an MLO Class Member for Defendant during the Class Period (“**Workweeks**”).

Your Individual Settlement Payment will be apportioned as twenty-five percent (25%) for wages and seventy-five percent (75%) for penalties and interest. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately. The penalties and interest portions of each Individual Settlement Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

7. How much will my Individual Settlement Payment be?

- (a) Hourly Employee Settlement Class Members: You worked XXX Workweeks as an Hourly Employee during the Hourly Class Period from August 20, 2013 to September 20, 2020, based on your starting and ending dates of employment of XXXX. Your estimated Individual Settlement Payment is \$XXX.XX. The amount of your Settlement Payment may change depending on the number of timely and valid Requests for Exclusions submitted in the settlement, if any. This amount is only an estimate. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.
- (b) MLO Settlement Class Members: You worked XXX Workweeks as an MLO during the MLO Class Period from April 9, 2016 to September 20, 2020, based on your starting and ending dates of employment of XXXX. Your estimated Individual Settlement Payment is \$XXX.XX. The amount of your Settlement Payment may change depending on the number of timely and valid Requests for Exclusions submitted in the settlement, if any. This amount is only an estimate. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.

Your estimated Individual Settlement Payment was determined based on Defendant’s record of your employment during the relevant class period, and is presumed correct.

8. What do I do if I think the calculation of my Workweeks are wrong?

If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the periods described above, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute. Submission of these documents must be postmarked before [45 calendar days from the date of mailing] (the “**Response Deadline**”). All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

HOW CAN I GET A PAYMENT?

9. How do I get my Individual Settlement Payment?

You do not need to do anything to get your Individual Settlement Payment after the Court approves the Settlement. You must notify the Settlement Administrator of any change or correction in your contact information. **It is your responsibility to keep the Settlement Administrator informed of any change in your address.** If you no longer receive mail at the address to which this Notice was mailed, you may use the enclosed Change of Address Form to notify the Settlement Administrator of your current mailing address and telephone number.

10. What am I giving up to get an Individual Settlement Payment?

Unless you exclude yourself, you remain in the Class, which means you will not be able to sue or be part of any other lawsuit against the “Released Parties” for any of the “Released Claims” in this Lawsuit. Specifically, you will be giving up or “releasing” the “Released Claims” described below:

“**Released Claims**” means all claims that were alleged in Plaintiffs’ Second Amended Complaint or that could have been alleged based on the facts and legal theories alleged in the Second Amended Complaint, including the following: (a) any and all claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the failure to pay for all hours worked, and the failure to pay for all hours worked at correct rates; (b) any and all claims for meal period violations, including claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages; (c) any and all claims for rest break violations, including claims for late, short, interrupted and/or missed rest breaks and/or the failure to pay premium wages; (d) any and all claims for improper or inaccurate itemized wage statements, including claims for injuries suffered therefrom; (e) any and all claims for untimely payment of wages, including claims for the untimely payment of wages paid during employment and claims for the untimely payment of wages after the termination of employment; (f) claims for the failure to keep requisite payroll records; (g) claims for unreimbursed business expenses; (h) any and all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code Section 2699 et seq. (“PAGA”) premised on the facts, claims, causes of action, or legal theories described in the PAGA Notice dated August 10, 2017 as alleged in the Second Amended Complaint, which includes claims for penalties based on violations of Labor Code Sections 201, 202, 203, 204, 206, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; (i) any and all claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claims, or legal theories described herein or in the Action; and (j) the alleged violation of, or claims for relief pursuant to, Labor Code Sections 201-204, 206, 206.5, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq. (the PAGA), 2800, 2802, and IWC Wage Order 4-2001. The Released Claims shall not include claims for wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Hourly Employee Settlement Class Period and MLO Settlement Class Period.

“**Released Parties**” shall mean Umpqua Bank, an Oregon state-chartered bank and wholly-owned subsidiary of Umpqua Holdings Corporation, as well as Umpqua Bank’s past, present, and future, and direct and indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I exclude myself from the settlement?

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Claims, then you must submit a Request for Exclusion in conformity with the requirements described here. If you exclude yourself, you will not receive an Individual Settlement Payment.

To exclude yourself from the Settlement Agreement, you must submit a signed written Request for Exclusion. The statement (1) must state that you have decided to exclude yourself from the Settlement Agreement, (2) must contain your name, address, and the last four digits of your social security number, (3) must be signed by you, and (4) must be mailed to the Settlement Administrator at the address listed below, post-marked by [45 calendar days from the date of mailing]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

Requests for Exclusion which are postmarked or fax-stamped after the Response Deadline may not be accepted.

12. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and Released Parties for the Released Claims. If you have a pending lawsuit involving Released Claims, speak to your lawyer immediately.

13. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can object to the settlement and give your reasons for why you think the Court should not approve it. The Court will consider your views. To make a written objection, you must mail your objection to the Settlement Administrator no later than [45 calendar days from the date of mailing]. Your objection must be signed and must include your full name, address, the name of this case and case number (provided above), the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] if you wish to make an objection even if you do not submit a written objection.

14. What is the difference between objecting and being excluded?

Objecting is telling the Court that you do not like something about the settlement. You may only object if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you cannot object.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [redacted] a.m./p.m. on [redacted], 2020], at the Los Angeles County Superior Court (Spring Street), Department 6, located at 312 North Spring Street, Los Angeles, CA 90012.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the settlement. If there are objections, the Court will consider them.

The Final Approval Hearing may be continued to a different date or time or changed to a different location without further notice to the Class. You may contact Class Counsel, listed below in this Class Notice, to inquire into the date, time, and location of the Final Approval Hearing.

16. Do I have to come to the hearing?

No. If you agree to the settlement, you do not have to come to Court to talk about it. You have a right to attend the hearing, but you are not required to do so. You may also retain your own lawyer at your expense to attend on your behalf. If you would like to attend the Final Approval Hearing remotely, you will need to create an account with LA Court Connect and schedule a remote appearance. You may do so by visiting www.lacourt.org/lacc, clicking on the "Creating your Court ID (one time)" link under the "Litigants and Others" section, and following the prompts to create an account and schedule a remote audio or video appearance.

Class Members planning to attend the Final Approval Hearing in person (or reviewing court files in person) should note the Court's current social distancing procedures as of October 13, 2020:

1. All persons entering any courthouse or courtroom shall wear a face mask over their nose and mouth at all times within public areas of the courthouse or courtroom. Face masks with valves should not be used. Face shields may not be used without a face mask except as required by a physician. Children under the age of two (2) are exempt from the order.

2. Persons with a medical condition, mental health condition, or disability that preclude them from wearing a face mask are exempt from this order. Nevertheless, they must take whatever protective measures their condition permits, such as wearing a face shield with a drape on the bottom edge as long as their medical condition allows it. Individuals with disabilities who seek an exemption from this order as a reasonable accommodation pursuant to the Americans with Disabilities Act or Rule 1.100 of the California Rules of Court, should contact the ADA liaison at the courthouse. A list of ADA liaisons is available at www.lacourt.org/ada/adahome.aspx. To reduce the risk of contagion, the matters of individuals exempted from wearing a mask may be scheduled when fewer people are present in court.
3. Non-exempt individuals who decline or refuse to wear a face mask will be denied entry to the courthouse and/or courtroom.
4. Individuals who remove their face masks after entering the courthouse or courtroom will be reminded to wear them. If they refuse, they may be denied services, may have their legal matters rescheduled, and/or will be asked to leave the courthouse or courtroom immediately. Persons who refuse to leave voluntarily will be escorted out of the courthouse and/or courtroom by Los Angeles Sheriff Department's personnel.
5. Maintain at least six (6) feet of physical distance from all persons (except those within your household) at all times. Comply with social distance signage throughout the courthouse.
6. Use hand sanitizer when entering the courthouse, practice good hand washing hygiene, and cover coughs and sneezes, preferably with a tissue.

The Court's social distancing procedures may change without further notice to the Class. Class Members may visit the Court's website at www.lacourt.org to see if the Court has updated its social distancing procedures.

17. How will I learn if the settlement is approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[redacted\] .com](http://www. [redacted] .com).

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the Released Claims.

GETTING MORE INFORMATION

19. Who may I contact if I have questions about the Settlement?

This notice summarizes the proposed Settlement Agreement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel, by visiting the Settlement Administrator website located at [www. \[redacted\] .com](http://www. [redacted] .com), or by reviewing the Settlement Agreement and other documents filed in this matter online by entering the case number (BC674115) on the Court's website: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, and then clicking the link to access document images for the case.

Please do not contact the clerk of the Court, the Judge, or Umpqua's managers, supervisors, or their attorneys for information.

ADDITIONAL IMPORTANT INFORMATION

20. **Umpqua supports the settlement and will not retaliate in any manner whatsoever** against any Class Member, whether they choose to stay in the Class as a Settlement Class Member and receive an Individual Settlement Payment, or request to be excluded from the Settlement, or object to the settlement.
21. **It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file**, as this will be the address to which your Individual Settlement Payment installments will be sent. If you no longer receive mail at the address to which this Notice was mailed, you may use the enclosed Change of Address Form to notify the Settlement Administrator of your current mailing address and telephone number.
22. **Individual Settlement Payment checks must be cashed soon after receipt.** If the Settlement Agreement is approved you will be mailed your Individual Settlement Payment. The check will remain valid for 180 days after the date it is issued. If you do not cash the check sent for your Individual Settlement Payment within 180 days, these funds will be sent to the California State Controller and held by the State Controller's Office Unclaimed Property Fund on your behalf.

EXHIBIT 2

Amirian, et al. v. Umpqua Holdings Company D/B/A Umpqua Bank,
Case No. BC674115,
Superior Court of the County of Los Angeles (Spring Street)

CHANGE OF ADDRESS FORM

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip>>

You must notify the Settlement Administrator of any change or correction in your contact information. **It is your responsibility to keep the Settlement Administrator informed of any change in your address.**

If you no longer receive mail at the address to which this Notice was mailed (printed above), if your mailing address was printed incorrectly, or if for any reason you want your Individual Settlement Payment or future correspondence concerning this Action to be sent to a different address, you may use this Change of Address Form to notify the Settlement Administrator of your current or preferred mailing address and telephone number.

Full Legal Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Please return this completed Change of Address Form to:

[Settlement Administrator]

[Address]