
EXHIBIT 1

REVISED SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Revised Settlement Agreement and Release of Claims is made and entered into by and between Plaintiff Sarah Connolly (the “Plaintiff”), individually and on behalf of the proposed Settlement Class as defined below, and Defendant Umpqua Bank, (“Umpqua,” and collectively with the Plaintiff, the “Parties”).

I. RECITALS

1. In 2014, the Plaintiff applied for employment with Umpqua for which she was extended an offer. After the offer was extended, the Plaintiff signed a purported disclosure and authorization form for the procurement of a background report.

2. On April 2, 2015, the Plaintiff filed a lawsuit, individually and on behalf of all others similarly situated, against Umpqua in the United States District Court for the Western District of Washington, styled *Connolly v. Umpqua Bank*, Case No. 15-cv-00517, (the “Lawsuit”), seeking to recover damages for alleged willful violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681a–1681x. The Plaintiff contends that the disclosure and authorization form Plaintiff signed in connection with her employment application with Umpqua violated sections 15 U.S.C. §§ 1681b(b)(2)(A)(i) and (ii) of the FCRA because the form was not “clear and conspicuous” and was not contained in a “standalone” document.

3. Umpqua denies that it has engaged in any wrongdoing; does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it; denies that the claims asserted by the Plaintiff are suitable for class treatment other than for settlement purposes; and denies that it has any liability whatsoever, but has agreed to this Settlement Agreement because of the substantial

expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its business operations.

4. Based upon their experience and an informed evaluation of the Lawsuit, Class Counsel recognize the substantial risks of continued litigation and delay, including the likelihood that the claims, if not settled now, might not result in any recovery for the Plaintiff and Settlement Class, as well as the fact that non-monetary relief contemplated as part of the settlement would not be otherwise available.

5. Class Counsel have conducted a thorough study and investigation of the law and facts relating to the claims that were asserted and that could have been asserted in the Complaint, or any prior versions of the Complaint, as well as a thorough study and investigation of the scope and identity of the Settlement Class (which are based in part on Umpqua's discovery responses and the information provided by Umpqua prior to execution of this Agreement), and have concluded, taking into account the benefits of this settlement and the risks and delay of further litigation, that this settlement is fair and reasonable and in the best interests of the Plaintiff and Settlement Class.

6. On May 7, 2018, the Court issued a Minute Order denying without prejudice the Plaintiff's motion for preliminary approval of the Parties' class action settlement, and asking the Parties to address certain issues identified by the Court relating to notice and other aspects of the settlement. Dkt. No. 93. The Parties have addressed these issues by this Revised Settlement Agreement and Release of Claims.

7. By virtue of this Agreement, the Parties desire to fully and completely resolve the Lawsuit in good faith, and settle any and all claims, defenses, and/or counterclaims that were

asserted or could have been asserted in the Lawsuit, subject to the approval of the Federal Court, and upon and subject to the following terms and conditions.

NOW THEREFORE, in consideration of the promises and the mutual covenants of the Parties stated in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

II. AGREEMENT

A. DEFINITIONS

1. Agreement or Settlement means this Revised Settlement Agreement and Release of Claims.

2. Class Counsel means Bailey & Glasser LLP, and Law Office of Nicholas F. Ortiz, PC.

3. Claim Form means the form attached as Exhibit A, which will be made available for members of the Settlement Class that could not be provided direct notice.

4. Class List means a list of all members of the Settlement Class, to be generated by Umpqua and provided to the Settlement Administrator and Class Counsel not more than ten (10) days after the Federal Court enters a preliminary approval order. The Class List shall include first and last names, last-known mailing addresses, e-mail addresses, as available and as provided by the Settlement Class Member to Umpqua, in Excel or another agreed-upon format. The Parties agree that Umpqua designates the Class List as confidential and the contact information in the Class List will be kept strictly confidential by the Settlement Administrator; that the Settlement Administrator will only use the Class List and any information contained therein for the purpose of effectuating the provisions of this Settlement Agreement; and that, absent express written permission of an authorized representative of Umpqua, the Settlement Administrator will not provide the contact information in the Class List to any third party.

5. Class Notice: (a) Postcard Notice means the notice attached hereto as Exhibit B(1), subject to Federal Court approval, which the Settlement Administrator will mail by first class mail to each Settlement Class Member who meets the criteria for inclusion in the Settlement Class; (b) Longform Notice means the notice attached hereto as Exhibit B(2), which the Settlement Administrator will email to each Settlement Class Member who meets the criteria for inclusion in the Settlement Class, and for whom the Defendant has a valid email address. The Settlement Administrator shall take steps designed to reduce the chances that the emails will get filtered to spam. If a Settlement Class Member does not have a valid e-mail address, the Settlement Administrator shall send the notice contained in Exhibit B(2), the Longform Notice, by first-class mail as set forth in Section II.C. of this Agreement. The Longform Notice shall also be posted on the website established by the Settlement Administrator for this action as set forth in Section II.C.

6. Class Period means the time period between April 2, 2010 and, through and including, September 21, 2015.

7. Class Representative means Plaintiff Sarah Connolly.

8. Complaint means the amended complaint dated February 17, 2017 filed by the Class Representative in the Lawsuit.

9. Defense Counsel means Davis Wright Tremaine LLP, and specifically, James E. Howard and Lauren Dorsett.

10. Effective Date means the first business day after the first date on which all of the following have occurred:

- a. all Parties, Class Counsel, and Defense Counsel have executed this Agreement;
- b. the Federal Court has issued a preliminary approval order;

c. reasonable notice has been given to Settlement Class Members, including providing them an opportunity to opt-out of, or object to the Settlement;

d. the Federal Court has held a fairness hearing, entered Final Judgment approving the Settlement, awarded the Class Representative any incentive payment, and entered an order awarding attorneys' fees and costs;

e. Class Counsel has given notice to Defense Counsel and the Settlement Administrator that they do not intend to appeal any award of attorneys' fees and costs; and

f. only if there are written objections filed before the fairness hearing and those objections are not later withdrawn or if Class Counsel appeals the award of attorneys' fees and costs, the last of the following events to occur:

g. if no appeal or reconsideration motion is filed, then the date on which the time to appeal or reconsider the Final Judgment has expired with no appeal or any other judicial review having been taken or sought;

h. or if an appeal or reconsideration of the Final Judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

11. Federal Court means the United States District Court for the Western District of Washington.

12. Final Approval Order or Final Judgment means the Federal Court's order granting final approval of this Settlement.

13. Lawsuit means the case filed by the Plaintiff in the United States District Court for the Western District of Washington, *Connolly v. Umpqua Bank*, Case No. 15-cv-00517, W.D. of Washington.

14. Net Settlement Fund means the amount of money remaining after the Settlement Amount is reduced by the following amounts, as approved by the Federal Court: (a) the incentive payment to the Class Representative; (b) reasonable attorneys' fees and costs to Class Counsel; and (c) the fees of the Settlement Administrator.

15. Opt-Out Deadline or Objections Deadline means the date the Federal Court establishes as the deadline by which Settlement Class Members must mail and postmark a written notice of their intent to opt-out of the Settlement and by which objections to the Settlement must be filed with the Federal Court. The Parties jointly request that this day shall be sixty (60) days after the initial mailing of the Postcard Notice.

16. Parties means collectively the Plaintiff Sarah Connolly and Defendant Umpqua Bank.

17. Settlement Administrator means a third-party settlement administrator that will be chosen after soliciting competitive bids and jointly agreed to by Class Counsel and Defense Counsel.

18. Settlement Amount means the amount of \$325,000.00 to be paid by Umpqua pursuant to the terms and conditions set forth in Section II.B. of this Agreement.

19. Settlement Class means all individuals who applied for employment with Umpqua, or were employed by Umpqua, who completed a disclosure and authorization form during the Class Period, and as to whom Umpqua obtained a consumer report for employment purposes during the Class Period. The Parties presently believe that the total Settlement Class

contains approximately 3,871 members. This number, however, is just an approximation and the Parties agree that reasonable increases or decreases of class members are expected as the Class List is finalized and does not materially impact the Settlement. The Parties agree, however, that if the number of class members increases by more than ten percent (10%), then Umpqua will pay an additional \$43.00 per class member, for each class member over the ten percent (10%) as part of the Settlement Amount.

20. Settlement Class Member means any individual who is a member of the Settlement Class who does not file a timely and valid written notice of intent to opt-out by the Opt-Out Deadline.

21. Umpqua means Defendant Umpqua Bank and its corporate affiliates, including owners, investors, predecessors, successors, assigns, current and former employees, shareholders, officers, directors, members, managers, agents, subcontractors, customers, attorneys, insurers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations, partnerships, limited liability companies or other organization, and all person acting by, through, under, or in concert with them.

B. SETTLEMENT AMOUNT

22. Umpqua shall pay the Settlement Amount of \$325,000.00, which shall be distributed in accordance with Paragraph 24 below. Umpqua will pay the Settlement Amount into an account which shall be established and maintained by the Settlement Administrator. Umpqua shall make an initial payment of the Settlement Amount as necessary to cover costs for all Class Notice. The balance of the Settlement Amount will be paid within 15 days of entry of the Final Approval Order. In no event shall Umpqua be required to pay any additional sum for the settlement of this matter other than the Settlement Amount.

23. The Settlement Amount shall represent the full extent of the Umpqua's financial obligations under this Agreement. Umpqua reserves the right to void any settlement agreement where any court orders payment of an amount in excess of the Settlement Amount or otherwise enters any order that would or could require Umpqua to do so. There shall be no reversion to Umpqua from the Settlement Amount under any circumstances. Any funds not accepted by the Settlement Class Members, including funds resulting from uncashed checks, will be paid to agreed upon *cy pres* recipients.

24. The Settlement Amount shall be distributed as follows:

a. **Incentive Payment to Class Representative.** Class Counsel will petition the Federal Court for an incentive payment of \$2,500.00 for the Class Representative for her service to the class in pursuing the Lawsuit, and for the general release of claims the Class Representative is giving to Umpqua as part of this Settlement. In a manner consistent with these limitations and applicable law, Umpqua shall not oppose the request. If approved by the Federal Court, this incentive payment will be paid to the Class Representative by the Settlement Administrator at the same time that checks are issued to the Settlement Class Members. This amount shall be in addition to the amount paid to the Class Representative, as a Settlement Class Member as part of the Net Settlement Fund. By signing this Agreement, the Parties warrant the Class Representative's incentive payment was negotiated only after the Settlement Amount and method of distribution to the Settlement Class Members had been agreed upon. Should the Federal Court decline to approve any requested payment, or reduce such payment, the Settlement shall still be effective.

b. **Expenses for Settlement Administrator.** The Settlement Administrator shall be paid from the Settlement Amount reasonable fees and costs incurred in connection with

administering this Settlement. Umpqua and Class Counsel shall receive no portion of the Settlement Amount in connection with settlement administration. As of today, the Parties estimate that the settlement administration costs will be approximately \$25,000.

c. **Attorneys' Fees and Costs for Class Counsel.** Class Counsel will apply to the Federal Court for an award of fee and costs to be paid from the Settlement Amount. The application for attorneys' fees shall be in an aggregate sum not to exceed one-third of the Settlement Amount. Costs shall be paid in addition to attorneys' fees in the amount in which they were or are incurred by Class Counsel and are approved for reimbursement by the Federal Court. By signing this Agreement, the Parties warrant that Class Counsel's attorneys' fees and costs were negotiated after the amount of the Settlement Amount and method of distribution to Settlement Class members had been agreed upon. Should the Federal Court decline to approve any requested payment, or reduce such payment, the Settlement shall still be effective, and the remainder of sought fees shall remain in the Net Settlement Fund for distribution to Settlement Class Members, subject to Class Counsel's right to appeal the fee award.

d. **Net Settlement Fund to Settlement Class Members.** The entire Net Settlement Fund shall be distributed in equal shares to all Settlement Class Members who do not opt-out. Settlement Class Members shall have 90 days after checks are mailed to negotiate their checks. Thirty (30) days following the close of the check-negotiation period, the Settlement Administrator shall distribute any remaining amounts in the Net Settlement Fund, including but not limited to those resulting from any uncashed or returned checks, to the *cy pres* recipients selected by the Parties and approved by the Court.

C. CLASS NOTICE AND RELATED PROCESSES

25. Within fifteen (15) days of receiving the Class List from Umpqua, the Settlement Administrator shall mail the Postcard Notice by first class U.S. mail to all individuals listed on

the Class List. Also within 15 days of receiving the Class List, the Settlement Administrator will email the Longform Notice to all individuals on the Class List, for whom a valid e-mail address has been provided, and mail by first-class mail the Longform Notice to all other Settlement Class Members.

26. Prior to e-mailing, the Settlement Administrator shall update the e-mail addresses on the Class List through the use of any appropriate databases routinely used by the Settlement Administrator for the purpose of updating e-mail addresses.

27. The Settlement Administrator shall take appropriate steps to reduce the chances that the email it sends is not filtered as spam. If any e-mail address included on the Class List results in a “bounce-back” indicating that the e-mail address was unable to receive the notice, or if any member of the Settlement Class does not have what appears to be a facially valid e-mail address, the Settlement Administrator shall mail the Longform Notice after using the U.S. Postal Office’s National Change of Address System and appropriate proprietary software or databases to verify and/or update the mailing addresses.

28. Should any mailed notice be returned as undeliverable or returned with a forwarding address, the Settlement Administrator shall re-mail the notice to the forwarding address and, if no forwarding address was provided, utilize any other legally available database for the purpose of finding new addresses to re-send.

29. The Settlement Administrator shall provide toll-free phone support for all questions related to the Settlement from the date Class Postcard Notice is mailed for a period of no less than thirty (30) days following the date that all checks mailed to Settlement Class Members expire. Class Counsel shall have an ongoing responsibility to respond to inquiries from members of the Settlement Class in circumstances where the Settlement Administrator is unable

to do so. In addition, the Settlement Administrator shall establish a website that shall be active for at least the same time period, and shall post to the website the Settlement Agreement and its exhibits, the pleadings in support of the Settlement Agreement, the Plaintiff's fee application, the parties' briefing on Defendant's motion to dismiss, the court's ruling on that motion, and the operative Complaint.

D. OBJECTION AND OPT-OUT REQUIREMENTS

30. **Right to Opt-Out.** All members of the Settlement Class will have the right to be excluded from, *i.e.*, to "opt-out" of, the Settlement Class. On or before the Opt-Out Deadline, each member of the Settlement Class who elects to opt-out of the Settlement must send, by first-class U.S. mail, written notice addressed to the Settlement Administrator indicating his or her name and address and stating that he or she desires to opt out of the Settlement or otherwise does not want to participate in the Settlement. The Long Form Notice shall contain an opt-out form which can be used for this purpose. The opt-out form shall also be available on the website established by the Settlement Administrator for this case. The Settlement Administrator shall send copies of all opt out forms to all counsel, shall prepare a suitable affidavit or declaration summarizing such submissions (or lack thereof), and shall electronically file such affidavit or declaration, along with copies of all executed opt-out forms, at least seven (7) days before any final approval hearing.

31. Any member of the Settlement Class who does not timely (as measured by the postmark on that individual's written notice) opt out of the Settlement by written notice correctly directed to the Settlement Administrator and containing the requisite information shall be treated as a Settlement Class Member and shall be bound by any orders of the Federal Court about the Settlement or the Settlement Class. In no event shall members of the Settlement Class who purport to opt out of the Settlement as a group, aggregate, collective, or class involving more

than one Settlement Class Member be considered a successful or valid opt out. Any member of the Settlement Class who fails to timely and validly opt out of the Settlement Class under this Agreement shall be bound by the terms of this Settlement. If more than five percent (5%) of the Settlement Class opt out, Umpqua may in its sole discretion exercise its right to void the Settlement. If Umpqua timely chooses to nullify the Settlement, this Agreement will be vacated, rescinded, cancelled, and annulled, and the Parties will return to the status quo ex ante, as if they had not entered into this Settlement. In that event, the Settlement and all negotiations and proceedings related to the Settlement (including but not limited to any information provided or exchanged during the Settlement process or to facilitate or execute the Settlement or Settlement approval process) will be without prejudice of the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible and will not be discoverable. The Plaintiff, Class Counsel, Umpqua, and Defense Counsel agree not to solicit opt outs, directly or indirectly, through any means.

32. **Objections to Settlement.** Any member of the Settlement Class who wishes to object to the Settlement must mail a timely written statement of objection to the Settlement Administrator no later than the Objections Deadline. The Settlement Administrator shall transmit the objection to Class Counsel and Defense Counsel, within one (1) business day of receipt. The objection must state the case name and number; the basis for and an explanation of the objection; the name, address, telephone number, and e-mail address of the Settlement Class member making the objection; and a statement of whether the Settlement Class member intends to appear at the fairness hearing, either with or without counsel. In addition, any objection must be personally signed by the Settlement Class member and by the Settlement Class member's counsel, if represented.

33. The Settlement Administrator shall prepare a suitable affidavit or declaration summarizing any objections submitted (or lack thereof), and shall electronically file such affidavit or declaration, along with copies of all objections, at least seven (7) days before any final approval hearing.

34. Any member of the Settlement Class who fails to make an objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

E. CLASS CERTIFICATION PURSUANT TO SETTLEMENT ONLY

35. The Parties stipulate to class certification for purposes of settlement only, and only as to the precise terms as set forth in this Agreement. Umpqua contends that the facts do not justify class certification under the governing legal standards absent Settlement. Should the Settlement not be approved by the Federal Court, or should the Settlement not proceed for any other reason, Umpqua specifically reserves its right to contest a future motion for class certification. The Federal Court has not ruled on class certification in the Lawsuit. Consequently, the Parties will request approval of the Settlement Class for purposes of administration and resolution of the Lawsuit only. Such request is not, and it should not be, construed as any admission of fact or law in the Lawsuit or any other matter that class certification is appropriate. If the Federal Court does not grant either preliminary or final approval of this Settlement as presented to the Federal Court in this Agreement, and the Settlement is not effectuated in any other jurisdiction, then the Parties agree to revert to their previous positions and Umpqua will not stipulate to class certification, and specifically denies the appropriateness thereof. For settlement purposes only, however, Umpqua agrees that the Settlement Class as defined above may be certified. Furthermore, the Parties agree that all rights of Umpqua to compel arbitration of the claims of any Settlement Class Member are expressly preserved and not waived, and may be

asserted, in the event that the Federal Court does not grant either preliminary or final approval of the Settlement.

F. RELEASE OF CLAIMS

36. **Plaintiff's Release.** On the Effective Day of this Agreement, and in consideration of the Settlement Amount and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Plaintiff and Class Counsel, Plaintiff, for herself, her successors, heirs, executors, representatives, administrators, bankruptcy trustees, guardians, wards, agents and assigns, and all those who claim through them or who assert claims on their behalf, hereby remise, release, waive, acquit, satisfy, and forever discharges Umpqua, and Umpqua's past, present, and future officers, directors, heirs, agents, employees, legal representatives, assigns, successors, affiliates, shareholders, beneficiaries, predecessors, insurers, administrators, and successors in interest, Umpqua's parent, holding, subsidiary, affiliates, and related entities, any business entity or division owning or controlling Umpqua in whole or in part, and any business entity or division owned or controlled in whole or in part by Umpqua (hereinafter collectively referred to as the "Released Parties"), all past, present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, known or unknown, existing or potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity federal, state, or local law, statute, ordinance, or regulation, and for claims for compensatory, consequential, punitive or exemplary damages, statutory damages, penalties, interest, attorney's fees, costs, or disbursements against the Released Parties (collectively "Plaintiff's Released Claims"), which the Plaintiff ever had, now has, or which any personal representative, successor, heir, or assign of the Plaintiff hereafter can, shall or may have against the Released Parties, for, upon, or by reason

of any matter, cause, or thing whatsoever, from the beginning of the world to the Effective Date of this Agreement, relating to or arising out of in any way the relationship with, or prospective relationship with, or contact otherwise with Umpqua. The Released Claims include any type of relief that can be released as a matter of law, including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief.

37. **Settlement Class Release.** On the Effective Day of this Agreement, and in consideration of the Settlement Amount and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Plaintiff and Class Counsel, all Settlement Class Members, for themselves, their successors, heirs, executors, representatives, administrators, bankruptcy trustees, guardians, wards, agents and assigns, and all those who claim through them or who assert claims on their behalf, hereby remise, release, waive, acquit, satisfy, and forever discharges the Released Parties from any claim, right, demand, charge, complaint, action, cause of action, obligation, or liability for any type of relief and statutory or punitive damages predicated on any claim and for actual or statutory damages, punitive damages, restitution, or other monetary relief of any and every kind, including, without limitation, those based on any federal, state, or local law, statute, regulation, or common law, including all claims for declaratory or injunctive relief, whether known or unknown, suspected or unsuspected under the law of any jurisdiction, which they ever had, now have or may have in the future resulting from, arising out of or in any way, directly or indirectly, the factual allegations made in the Lawsuit (collectively the "Released Claims"). The Released Claims therefore include but are not limited to claims arising under the FCRA, and equivalent provisions under state and local law.

The Settlement Class Release and Released Claims explicitly include claims for actual damages, statutory damages, and punitive damages, as well as for attorneys' fees and costs. The Parties agree that the payments made hereunder are meant to compensate Settlement Class Members for all harms incurred as a result of the allegations set forth in the Complaint. It is expressly intended and understood by the Parties that this Settlement Agreement is to be construed as a complete settlement, accord, and satisfaction of the Settlement Class Member Released Claims.

38. **After-Discovered Facts and Changes in Law.** The Plaintiff or any Settlement Class Member may hereafter discover facts other than, or different from, those that he or she knows or believed to be true with respect to the subject matter of the Plaintiff's Released Claims and the Released Claims, or the law applicable to such claims may change. Nonetheless, the Plaintiff and each Settlement Class Member expressly agree that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or liquidated, contingent or non-contingent claims with respect to the Plaintiff's Released Claims and the Released Claims. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including Plaintiff's Released Claims and the Released Claims, and that all of his or her claims in the Lawsuit shall be dismissed with prejudice and released, without regard to subsequent discovery of different or additional facts and subsequent changes in the law and without regard to whether he or she actually negotiated the check sent to him or her in payment of the consideration due under the terms of the Agreement.

G. NO ADMISSION OF LIABILITY

39. Umpqua does not admit any liability, and neither this Settlement nor the fact of the Settlement, nor any documents filed in support of the Settlement, shall constitute, or be offered, received, claimed, construed, or deemed as, an admission, finding or evidence of: (i) any

wrongdoing, (ii) any violation of any statute, law or regulation, (iii) any liability on the claims or allegations in the Lawsuit, or any other proceeding, or (iv) the propriety of certifying a litigation class in the Lawsuit, or any other proceeding, and shall not be used for any purpose whatsoever in any legal proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of the Settlement. Umpqua reserves all arguments to defend against Plaintiff's purported claims in the event that this Settlement does not obtain final approval by the Federal Court. Furthermore, Umpqua expressly reserves its right to seek to compel arbitration of the claims of any Settlement Class Member, and the Parties agree such right is expressly preserved and not waived, and may be asserted, in the event that the Federal Court does not grant either preliminary or final approval of the Settlement. Moreover, the Parties agree that Umpqua's right to compel arbitration in any other matter is in no way affected or waived by this Agreement.

H. TIMING OF BRIEFING, FINAL FAIRNESS HEARING, AND PAYMENTS

40. Plaintiff shall endeavor to move for preliminary settlement approval within twenty-one (21) days of the execution of this Agreement, shall propose the preliminary approval order attached hereto as Exhibit C, and shall request that the Settlement be preliminarily approved without a formal hearing and based on the submission of pleadings only. Umpqua shall not oppose the motion for preliminary approval.

41. Class Counsel will file the Motion for Approval of Attorneys' Fees and Costs and Class Representative's Service Payments (the "Motion"), before the Postcard Notice is issued to Settlement Class Members, shall be posted to the website established by the Settlement Administrator within 24 hours of filing, and shall be available to Settlement Class Members via U.S. mail or email upon request made to either Plaintiff's counsel or the Settlement Administrator.

42. Plaintiff shall move for final settlement approval no later than seven (7) days

following the Objections Deadline, and in cooperation with Defense Counsel, Class Counsel shall propose the Final Approval Order attached hereto as Exhibit D. Umpqua shall not oppose the motion for final approval, and the Parties shall jointly request a fairness hearing as soon as is practicable.

43. No later than five (5) business days following the Effective Date, Umpqua shall wire the Settlement Amount to the account established by the Settlement Administrator, less the amount previously paid for costs for Class Notice.

44. As soon as is practicable, but no later than fourteen (14) days following the Effective Date, for all Settlement Class Members who do not opt out, the Settlement Administrator shall either mail a check, or if a Settlement Class Member is a current employee of Umpqua, shall facilitate the payment of the amount due the Settlement Class Member as an additional payment in his or her regular paycheck, and shall pay the incentive payment to the Class Representative.

45. As soon as is practicable, but no later than fourteen (14) days following the Effective Date, the Settlement Administrator shall wire any approved attorneys' fees and costs to Class Counsel and shall take possession of any amounts approved by the Federal Court for payment to the Settlement Administrator.

I. SETTLEMENT CONTINGENT ON APPROVAL

46. This Settlement is contingent upon final approval by the Federal Court of the Settlement on precisely the same terms set forth in this Agreement. In the event that a court of competent jurisdiction rejects any portion of this Agreement, or requires modifications of any kind whatsoever, the Parties agree that they will make a good faith effort to accommodate the court's required modifications and, if they are unable to do so, they agree to return to discussions or mediation to try to resolve the court's concerns. In the event that a court of competent

jurisdiction does not finally approve this Settlement for the Settlement Class, this Agreement shall have no effect and will be null and void *ab initio*. The Parties agree that if for any reason, the Settlement is not finally approved, the Settlement Class shall be decertified, and that certification or denial of certification shall not be used by any person or entity or the Federal Court as a basis for certifying or denying certification of any class for litigation purposes.

47. **Settlement Modification.** The Parties may agree by stipulation executed by Class Counsel and Defense Counsel to modify the exhibits to this Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Federal Court about the contents of such exhibits without the need to further amend this Agreement. Any stipulation modifying the Settlement must be filed with the Federal Court and is subject to the Federal Court's approval.

J. MISCELLANEOUS

48. **Authority.** The signatories below represent they are fully authorized to enter into this Agreement and to bind the Parties and the Settlement Class Members.

49. **Best Reasonable Efforts and Mutual Full Cooperation.** The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement. The Parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Federal Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to ensure that checks are mailed to Settlement Class Members in a timely manner.

50. **Entire Agreement.** This Agreement, together with the exhibits referenced specifically herein, constitutes the full and entire agreement among the Parties with regard to the subject matter of this Agreement and supersedes all prior representations, agreements, promises,

or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Agreement.

51. **Binding Effect.** This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, subsidiaries, parents, affiliates and assigns, as well as current or future subsidiaries, parents, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities. This Agreement, specifically including all releases contained herein, is also intended to specifically inure to the benefit of any related restructured, merged, acquired or acquiring entity to the extent that Umpqua may undergo any corporate restructuring, merger, acquisition, or asset sale of any kind.

52. **No Prior Assignments.** The Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or that are rights released or discharged in this Settlement except as set forth in this Agreement.

53. **Construction.** The Parties agree that the terms and conditions of this Agreement are the result of arms-length negotiations between the Parties and that this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

54. **Construction of Captions and Interpretations.** Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no

way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

55. **Notices.** The Defendant has duly given the notices to the appropriate Federal and State officials as required by 28 U.S.C. § 1715. Should any other notices, demands or other communications be required after entry of the Federal Court's Final Approval Order and Final Judgment, they will be in writing and will be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested, addressed to counsel of record. Any communication made in connection with this Agreement shall be deemed to have been served when sent by overnight delivery or registered or certified first-class U.S. mail, postage prepaid, or when delivered in person at the addresses designated above.

56. **This Agreement may be executed in one or more counterparts.** All executed counterparts and each of them shall be deemed to be one and the same Agreement. This Agreement may be executed by signature delivered by facsimile, PDF, text, or .jpg and need not be the original "ink" signature. A complete set of executed counterparts shall be filed with the Federal Court. This Agreement shall become binding upon its execution by the Plaintiff and Umpqua.

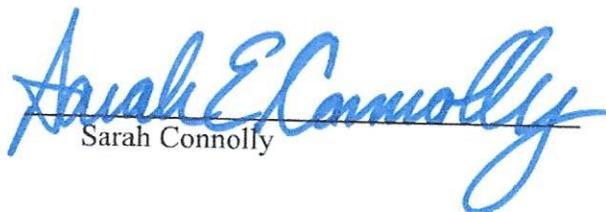
57. **Governing Law and Jurisdiction.** The law of the State of Washington (without reference to the principles of conflicts of law thereof) will govern the interpretation and enforcement of this Agreement, as well as any claims arising out of the Parties' relationship, unless otherwise governed by federal law. The Parties hereby consent to the exclusive

jurisdiction and venue of the Federal Court in Seattle, Washington for all disputes arising out of or relating to this Agreement.

58. **Attorney Representations.** This Agreement is entered into voluntarily by the Parties who stipulate and agree that they are under no duress or undue influence. The Parties represent that in the execution of this Agreement, they had the opportunity to consult legal counsel of their own selection and that said attorneys have reviewed this Agreement, made any desired changes and advised their respective clients with respect to the advisability of making the settlement and release provided herein and of executing this Agreement.

IN WITNESS WHEREOF the Parties have executed this Settlement Agreement as of the date set forth below.

Dated: 06/15, 2018


Sarah Connolly

UMPQUA BANK

Dated: 6/22, 2018

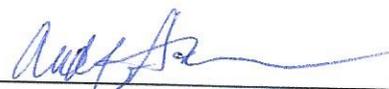
By: 
Name: Andy Hannon
Title: VP & Senior Counsel

EXHIBIT A

Connolly v. Umpqua Bank Settlement Claim Form

If you did not receive a notice by mail or e-mail advising you that you are a member of the Settlement Class, as defined below, in the lawsuit *Connolly, et al., v. Umpqua Bank*, Case No. 15-cv-00517, W.D. of Washington, but you believe that you are a member of the Settlement Class, you may make a claim by completing and submitting this form. You must also sign below confirming that the information provided is true and accurate. The Settlement Administrator will review your claim and determine whether you are in fact a member of the Settlement Class. **To be considered this Claim Form must be submitted by Month XX, XXXX.**

Part I: Claimant Identification.

Name (First, Last): _____,

Current Street
Address: _____

City: _____ State: _____ ZIP Code: _____

Contact Phone #: (_____) _____ - _____

Part II: Certification. By submitting this Claim Form, I certify that I applied for employment with Umpqua, or was employed by Umpqua, that I completed a disclosure and authorization form during the period April 2, 2010 through and including September 21, 2015; and my consumer report for employment purposes was obtained by Umpqua as a result of signing the disclosure and authorization form.

Signature: _____

Date: ____/____/____

Print Name: _____

If your address has changed since you applied for employment or were employed by Umpqua, state your prior address:

Street

Address: _____

City: _____ State: _____ ZIP

Code: _____

Return fully completed form to:
Connolly v. Umpqua Bank Settlement Administrator
c/o JND Legal Administration
P.O. Box 91307
Seattle, WA 98111

EXHIBIT B-1

Court-Ordered Legal Notice

Authorized by the United States District Court for the Western District of Washington at Seattle about a Class Action Lawsuit.

*This Notice may affect your legal rights.
Please read it carefully.*

Records obtained in this lawsuit indicate that between April 2, 2010 and September 21, 2015, you either applied for employment with Umpqua Bank or were employed by Umpqua, completed a disclosure and authorization form, and Umpqua obtained a copy of your credit report. As a result you may be a member of a pending class action lawsuit:

Connolly v. Umpqua Bank, Case No. 2:15-cv-00517-TSZ
(U.S.D.C., W.D. Washington at Seattle)

Please visit
www._____.com
for additional information.

**Connolly v. Umpqua Bank
Settlement Administrator**

P.O. Box _____
_____, _____

«Barcode»

Postal Service: Please do not mark barcode

Claim#: «ClaimID»-«MailRec»
«First1» «Last1»
«CO»
«Addr2»
«Addr1»
«City», «St» «Zip»
«Country»

You have been identified as a potential Settlement Class Member in a class action lawsuit that was filed by Sarah Connolly (Plaintiff) against Umpqua Bank (Umpqua). This suit alleges that Umpqua violated the Fair Credit Reporting Act (FCRA) by procuring background and credit checks without complying with certain aspects of the FCRA.

What can you get? The Settlement establishes a \$325,000.00 Settlement Fund that, after payment of certain court-approved expenses, such as administration costs and attorneys' fees, will be used to make payments to Settlement Class Members, and for payment to Plaintiff of a service award, if approved by the Court. If the Court approves the settlement, Umpqua will pay to each Settlement Class Member who does not opt out an estimated \$40.00 - \$47.00. Any uncashed checks will be paid to the following charitable organizations in equal amounts: Northwest Consumer Law Center (WA); Oregon Law Center; and Privacy Rights Clearinghouse (CA).

How do you get money? If the Settlement is approved by the Court, all Settlement Class Members will receive certain monetary benefits. You do NOT need to do anything to receive these benefits.

Your other rights? If you do not want to be legally bound by the Settlement, you must exclude yourself. Your exclusion must be postmarked by _____, 2018. An exclusion form is contained in the Longform Notice which will be sent to you by email or first class mail, and will be posted on the settlement website: www._____.com. If you do not exclude yourself you will not be able to sue Umpqua for any claim relating to the ones in this lawsuit, which are explained in the Longform Notice. If you exclude yourself, you cannot get money from the Settlement. If you stay in the Settlement Class, but do not think it is fair, you have the right to object to the Settlement. Your objection must be postmarked by _____, 2018. The Longform Notice explains how to exclude yourself or object to the Settlement.

Court Hearing. The Court will hold a hearing in this case on _____, 2018, at _____ p.m. at the United States District Court for the Western District of Washington at Seattle, 700 Stewart Street, Seattle, WA 98101, to consider whether to approve the Settlement. You may attend the hearing and ask to be heard by the Court, but you do not have to do so. If you do not take any action, you will be legally bound by the Settlement and any orders or judgments entered in the action, and you will fully, finally, and forever give up any rights to bring the claims in litigation against Umpqua.

For more information, please go to www._____.com.

Do not contact the Court, Umpqua or their counsel in this Action with questions.

EXHIBIT B-2

United States District Court for The Western District of Washington at Seattle

If you applied for a job or were employed by Umpqua bank, and you completed a form authorizing Umpqua to obtain a credit report about you, you may be entitled to payment from a class action.

A Federal Court Ordered This Notice – It is Not A Solicitation From A Lawyer.

- Umpqua Bank’s records identify you as a member of the Settlement Class in a class-action lawsuit that was filed by Sarah Connolly (the “Plaintiff”) against Umpqua Bank (Umpqua) (“Defendant”).
- The proposed settlement requires Defendant to provide Settlement Class Members with a check in an amount to be determined. Details are below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
DO NOTHING	If you do nothing you will remain eligible to participate in the settlement, and obtain benefits. You will be bound by the Court’s Final Judgment and the release of claims explained in the Settlement Agreement.	
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive any benefits from the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against the Defendant regarding the allegations in the Lawsuit.	Deadline: [Month Day, Year]
OBJECT	You may write to the Court about why you object to the Settlement and think it shouldn’t be approved. Filing an objection does not exclude you from the Settlement.	Deadline: [Month Day, Year]

- These rights and options – **and the deadlines to exercise them** – are explained in more detail below.

The Court in charge of this Lawsuit has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION- THIS CASE..... 2

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT? 2

THE SETTLEMENT BENEFITS – WHAT YOU GET 3

THE SETTLEMENT RELEASE—WHAT YOU WILL GIVE UP 4

YOUR RIGHTS - EXCLUDE YOURSELF 4

YOUR RIGHTS - OBJECT TO THE SETTLEMENT..... 4

FINAL APPROVAL HEARING..... 5

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IMPORTANT ADDRESSES 6

IMPORTANT DATES..... 7

BASIC INFORMATION- THIS CASE

A class action lawsuit entitled *Connolly v. Umpqua Bank*, Case No. 2:15-cv-00517-TSZ, is pending in the U.S. District Court for the Western District of Washington at Seattle (the “Lawsuit”). The Lawsuit claims that Defendant violated the Fair Credit Reporting Act (FCRA), 15 U.S.C. §§ 1681a-1681x, by procuring background and credit checks without complying with certain aspects of 15 U.S.C. § 1681b(b)(2). Defendant denies the claims, has asserted numerous defenses to the action, and denies that class certification is required or appropriate.

The Court has not decided who is right or wrong in this Lawsuit. Although no decision has been made about who is right and who is wrong, both sides have agreed to a proposed Settlement. A Settlement avoids the expense, delay and uncertainty of a trial and gets relief to Settlement Class Members more quickly. The Plaintiff and the attorneys for the Settlement Class think the Settlement is best for all Settlement Class Members.

The Lawsuit is called a “Class Action” because the Class Representative is suing on behalf of other people with similar claims, called “Class Members.” The parties have agreed to treat the Lawsuit as a Class Action for settlement purposes only.

HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

You are a Settlement Class Member if:

you applied for employment with Umpqua, or were employed by Umpqua, who completed a disclosure and authorization form during the Class Period, and as to whom Umpqua obtained a consumer report for employment purposes during the Class Period.

The Class Period is between April 2, 2010 through and including September 21, 2015.

THE SETTLEMENT BENEFITS – WHAT YOU GET

If the Settlement is approved by the Court, all Settlement Class Members will receive certain monetary benefits. If the Settlement is not approved by the Court, Settlement Class Members will not get any benefits of the Settlement and the parties will go back to Court for further proceedings, including possibly a trial. The parties have made their best efforts to negotiate a settlement that is fair and reasonable under the circumstances.

Cash Payments. Defendant will pay \$325,000 (the “Settlement Amount”) into a Settlement Fund which will be used to make cash payments to Settlement Class Members. Each Settlement Class Member will be entitled to an equal share of the Settlement Fund, after deduction for court approved attorneys’ fees and expenses, an incentive payment to the Class Representative for her service in bringing this Lawsuit, and the costs of settlement and administration. As described in more detail below, the Plaintiff intends to apply for an incentive payment of \$2,500, class counsel intend to apply for attorneys’ fees of \$108,322.50 and costs up to \$6,000, and settlement administration fees are estimated to be approximately \$25,000. The Plaintiff estimates that after deductions for court approved attorneys’ fees and expenses, an incentive payment, and administrative costs, this payment will be approximately \$40 - \$47 per class member, though this amount is an estimate.

You do NOT need to do anything to receive these benefits.

Plaintiff Incentive Payment. The Plaintiff will request an incentive payment of \$2,500 for her services as a class representative and her efforts in bringing the Lawsuit. If the Court approves the request, the incentive payment will be paid from the Settlement Amount.

Attorneys’ Fees. Counsel for the Settlement Class will seek attorneys’ fees and costs from the Settlement Amount of up to \$108,322.50, and expenses up to \$6,000, subject to approval by the Court at the Final Approval Hearing referred to below. If the Court approves the request, the fees and costs will be paid from the Settlement Amount. The Plaintiff’s application for attorneys’ fees and costs, and incentive payment, is available on the Settlement Administrator’s website for this case: www.____.com. You can also obtain a copy of the fee application by email or by mail, by contacting class counsel at either of the addresses below:

Elizabeth A. Ryan Bailey & Glasser LLP 99 High Street, Suite 304 Boston, MA 02110 T: 617.439.6730 F: 617.951.3954 eryl@baileyglasser.com	Nicholas F. Ortiz Law Office of Nicholas F. Ortiz, P.C 99 High Street, Suite 304 Boston, MA 02110 T: (617) 338-9400 F: (617) 507-3456 nfo@mass-legal.com
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Uncashed Checks. Any uncashed checks from these settlement payments will not revert to Umpqua, but will be donated in equal amounts to the following three non-profit organizations which serve a geographical area reflective of the distribution of the Settlement Class: The Northwest Consumer Law Center in Washington which focuses on consumer law, including credit reporting law, and provides representation and legal advice to individuals with consumer issues, training and support to other lawyers who help consumers, and education for consumers

about their rights and options; the Oregon Law Center which provides advice to individuals throughout the state of Oregon about their rights under the FCRA and other consumer laws, and employment issues; the Privacy Rights Clearinghouse (PRC) which serves Californians statewide and works to educate and enable consumers to protect their privacy.

THE SETTLEMENT RELEASE—WHAT YOU WILL GIVE UP

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. **A RELEASE MEANS THAT YOU WILL NOT BE ABLE TO FILE A LAWSUIT, CONTINUE PROSECUTING A LAWSUIT, OR BE PART OF ANY OTHER LAWSUIT AGAINST UMPQUA BANK REGARDING CLAIMS RELATED TO DISCLOSURE AND AUTHORIZATION FORM USED TO OBTAIN A CONSUMER REPORT (CREDIT REPORT)**

YOUR RIGHTS - EXCLUDE YOURSELF

If you are a member of the Settlement Class, you are included in the Settlement unless you request to be excluded. If you remain in the Settlement Class and this Settlement is approved by the Court, you will receive the benefits described above. If you do not want to participate in the Settlement, you can exclude yourself or “opt out.” If you exclude yourself, you will not receive any benefits from the Settlement, but you will not be bound by any judgment or release in this Lawsuit and will keep your right to sue Defendant on your own if you want. If you exclude yourself, you may not object to the Settlement.

To exclude yourself, you must send a written request that contains your original signature and: (a) the name and case number of the Lawsuit, “*Connolly v. Umpqua Bank*, Case No. 2:15-cv-00517-TSZ”; (b) your full name, address, email address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than [Month Day, Year] to the Settlement Administrator at:

Connolly v. Umpqua Bank, c/o Settlement Administrator
[Address]
[City, State ZIP]

An opt out form is included at the end of this Notice.

IF YOU DO NOT MAKE A TIMELY AND VALID REQUEST FOR EXCLUSION, YOU WILL REMAIN A SETTLEMENT CLASS MEMBER AND BE BOUND BY THE SETTLEMENT.

YOUR RIGHTS - OBJECT TO THE SETTLEMENT

If you do not request to be excluded, you may object to the Settlement. You may not do both. To object, you must send a letter saying that you object to “*Connolly v. Umpqua Bank*, Case No. 2:15-cv-00517-TSZ” to the Settlement Administrator at:

Connolly v. Umpqua Bank, c/o Settlement Administrator
[Address]
[City, State ZIP]

Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to the Settlement Administrator so that it is postmarked no later than [Month] [Day], 2018.

You may, but need not, file and serve your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS TO THE SETTLEMENT.

You may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear. If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing

FINAL APPROVAL HEARING

The Court will hold a hearing on _____ in Courtroom ____ at the United States District Court for the Western District of Washington at Seattle, 700 Stewart Street, Seattle, WA 98101, to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and costs to Class Counsel; to consider the request for an incentive payment to the Plaintiff; and to consider whether the Settlement Class Members should be bound by the Release and be prohibited from suing over Released Claims.

The hearing may be postponed to a different date or time or location without notice. Please contact the Settlement Administrator or class counsel for any updates about the Settlement generally or the Final Approval Hearing specifically. At that hearing, the Court will hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

GETTING MORE INFORMATION

This Notice, which has been approved by the Court, is only a summary. You may contact the Settlement Administrator at the postal mailing address: [Address; City; State; ZIP], or call toll-free at 1-800-XXX-XXXX. You may also obtain information about the case and key documents on the Settlement Administrator's website: www._____.com, including the Settlement Agreement, the motion for preliminary approval, the complaint, court orders, and Plaintiff's application for attorneys' fees.

If you have additional questions you may contact Class Counsel at the phone number and/or address listed below. Please be advised that Defendant and/or Defendant's Counsel cannot comment or otherwise provide any advice with respect to this Notice or the Settlement. Also, all of the records and other papers filed in the Lawsuit, including the Settlement Agreement, are on file with the Court and can be inspected during regular business hours at the Clerk's Office. The Clerk of the Court is located at the United States District Court for the Western District of Washington at Seattle 700 Stewart Street, Suite 2310, Seattle, WA 98101. **Please do not contact the Judge concerning this case.**

WHAT IF MY ADDRESS OR OTHER INFORMATION HAS CHANGED OR CHANGES AFTER I RECEIVE MY NOTICE?

It is your responsibility to inform the Settlement Administrator of your updated information so that a check may be sent to you if the settlement is approved. You may do so at the address below:

Connolly v. Umpqua Bank, Case No. 2:15-cv-00517-TSZ, c/o Settlement Administrator
[Address]
[City, State ZIP]

IMPORTANT ADDRESSES

Class Counsel:

Elizabeth A. Ryan Bailey & Glasser LLP 99 High Street, Suite 304 Boston, MA 02110 T: 617.439.6730 F: 617.951.3954 eryan@baileyglasser.com	Nicholas F. Ortiz Law Office of Nicholas F. Ortiz, P.C 99 High Street, Suite 304 Boston, MA 02110 T: (617) 338-9400 F: (617) 507-3456 nfo@mass-legal.com
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Defendant’s Counsel:

James E. Howard Lauren A. Dorsett Davis Wright Tremaine LLP 1201 Third Avenue, Suite 2200 Seattle, WA 98101

Class Administrator:

_____ Settlement Administration [Insert Settlement Administrator Address]
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Court:

COURT
United States District Court for the Western District of Washington at Seattle 700 Stewart Street Seattle, WA 98101

IMPORTANT DATES

- XXXXXXXXXX** All OPT OUTS/REQUESTS FOR EXCLUSION must be postmarked and mailed to the Settlement Administrator.
- XXXXXXXXXX** All OBJECTIONS must be postmarked and mailed to the Settlement Administrator.
- XXXXXXXXXX** All NOTICES OF APPEARANCES must be postmarked and mailed or hand-delivered to the Court and postmarked and mailed or hand-delivered to Class Counsel and Defendant's Counsel
- XXXXXXXXXX, at __:__** FINAL APPROVAL HEARING.

Dated: XXX XX, 2018

By: Order of the United States District Court
HONORABLE THOMAS S. ZILLY
UNITED STATES DISTRICT COURT JUDGE

Case 2:15-cv-00517-TSZ Document 95-3 Filed 06/25/18 Page 37 of 54
Connolly v. Umpqua Bank
Settlement Administrator
P.O. Box _____
_____, _____



Connolly v. Umpqua Bank
Case No. 2:15-cv-00517-TSZ
(U.S.D.C., W.D. Washington at Seattle)

**Must Be Postmarked
No Later Than
_____, 2018**

Opt Out Form

I wish to exclude myself from the Settlement in *Connolly v. Umpqua Bank*, Case No. 2:15-cv-00517-TSZ.

ORIGINAL SIGNATURE: _____ DATE (mm/dd/yyyy): _____

Print Full Name: _____

Address

City _____ State _____ Zip Code _____

Email Address

Telephone Number

Return fully completed form to:
Connolly v. Umpqua Bank Settlement Administrator
c/o JND Legal Administration
P.O. Box 91307
Seattle, WA 98111

Is this address different than the one this Notice and Claim Form was addressed to? Yes No

EXHIBIT C

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Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Case No. 2:15-cv-00517-TSZ

SARAH CONNOLLY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

UMPQUA BANK,

Defendant.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
REVISED CLASS ACTION
SETTLEMENT**

This matter came before the Court on Plaintiff Sarah Connolly’s Motion for Preliminary Approval of Class Action Settlement with Defendant Umpqua Bank (the “Motion”). Having reviewed the Motion and documents submitted in support of the Motion, including the Settlement Agreement and Release of Claims dated [_____] and exhibits thereto (collectively the “Settlement Agreement”), the Court determines and orders as follows:

1 1. The Settlement Agreement is hereby incorporated by reference in this Order as if
2 fully set forth herein. Capitalized terms in this Order shall, unless otherwise defined herein, have
3 the same meaning as in the Settlement Agreement.

4 2. Counsel have advised the Court that the parties have agreed, subject to final
5 approval by this Court, to settle this Lawsuit on the terms and conditions set forth in the Settlement
6 Agreement.

7 3. For purposes of the Settlement, this Court hereby provisionally approves the
8 following settlement class (“Settlement Class”):

 means all individuals who applied for employment with Umpqua, or were
9 employed by Umpqua, who completed a disclosure and authorization form during
10 the Class Period, and as to whom Umpqua obtained a consumer report for
employment purposes during the Class Period.

11 The Class Period means between April 2, 2010 through and including September 21, 2015. If, for
12 any reason, the Settlement is not approved or does not become effective, this provisional approval
13 shall be null and void, and shall not be used or referred to for any purpose in this Lawsuit or any
14 other action or proceeding.

15 4. For settlement purposes only, and subject to further consideration at the Final
16 Approval Hearing described in Paragraph 14 below, this Settlement Class meets the relevant
17 requirements of Fed. R. Civ. P. 23(a) and (b)(3).

18 5. For settlement purposes only, and after considering the relevant factors in Fed. R.
19 Civ. P. 23 and subject to further consideration at the Final Approval Hearing, Plaintiff is
20 conditionally designated as the Class Representative, and Class Counsel is conditionally appointed
21 as counsel for the Settlement Class. The law firms and attorneys conditionally representing the
22 Settlement Class are:

1 Elizabeth A. Ryan
2 Bailey & Glasser LLP
3 99 High Street, Suite 304
4 Boston, MA 02110

5 Nicholas F. Ortiz
6 Law Office of Nicholas F. Ortiz, P.C.
7 99 High Street, Suite 304
8 Boston, Massachusetts 02110

9 6. Pursuant to Fed. R. Civ. P. 23, the terms of the Settlement Agreement, and the
10 Settlement provided for therein, are preliminarily approved as (a) fair, reasonable, and adequate in
11 light of the relevant factual, legal, practical and procedural considerations of the Lawsuit, (b) free
12 of collusion to the detriment of Class Members, and (c) within the range of possible final judicial
13 approval, subject to further consideration thereof at the Final Approval Hearing described at
14 paragraph 14 of this Order. Accordingly, the Settlement Agreement and the Settlement are
15 sufficient to warrant notice thereof, as set forth below, and a full hearing on the Settlement.

16 7. To administer the Settlement, JND is hereby appointed as Settlement Administrator
17 and hereby directed to follow the terms of the Settlement Agreement and this Order. If not
18 inconsistent with the Settlement Agreement and Order, the Settlement Administrator shall follow
19 the direction of the parties in administering the Settlement.

20 8. Pursuant to the terms of the Settlement Agreement, within ten (10) days of the date
21 of this Order, Defendant shall provide to the Settlement Administrator the Class List. Within
22 fifteen (15) days of receiving the Class List, and pursuant to the procedures detailed in the
Settlement Agreement, the Settlement Administrator shall mail the Postcard Notice, attached to
the Settlement Agreement as Exhibit B-1, by first class U.S. mail to all individuals listed on the
Class List. Also within fifteen (15) days of receiving the Class List, the Settlement Administrator

1 will email the Longform Notice, substantially in the form attached to the Settlement Agreement as
2 Exhibit B-2, to each Settlement Class Member for whom a valid e-mail address has been provided,
3 and mail by first class U.S. mail to all other Settlement Class Members. In accordance with the
4 terms of the Settlement Agreement. Before sending the Class Notice, the Settlement Administrator
5 shall fill-in all applicable dates and deadlines in the Class Notice to conform with the dates and
6 deadlines specified for such events in this Order. The Settlement Administrator shall also have
7 discretion to format the Class Notice in a reasonable manner before mailing to minimize mailing or
8 administration costs.

9 9. If any Class Notice mailed pursuant to the Settlement Agreement and paragraph 8
10 above is returned by the United States Postal Service as undeliverable, then the Settlement
11 Administrator shall re-mail the Class Notice to the forwarding address, if any, and, if no
12 forwarding addresses was provided, utilize any other legally available database for the purpose of
13 finding new addresses and re-mailing.

14 10. The Court finds that the Settlement Agreement's plan for class notice is the best
15 notice practicable under the circumstances and satisfies the requirements of due process and Fed.
16 R. Civ. P. 23. That plan is approved and accepted. This Court further finds that the Class Notice
17 complies with Fed. R. Civ. P. 23 and is appropriate as part of the notice plan and the Settlement,
18 and thus it is hereby approved and adopted. This Court further finds that no other notice other than
19 that identified in the Settlement Agreement is reasonably necessary in the Lawsuit.

20 11. Any Class Member who wishes to be excluded from the Settlement Class and not
21 be bound by the Settlement Agreement must complete and mail a request for exclusion
22 (“Opt-Out”) to the Settlement Administrator at the address set forth in the Class Notice,

1 postmarked no later than sixty (60) days from the last projected date for the initial mailing of Class
2 Notice under paragraph 8 above. For a Class Member's Opt-Out to be valid and treated as a
3 Successful Opt-Out, it must (a) identify the Class Member; and (b) state the Class Member's desire
4 to opt out of the Settlement. No person shall purport to exercise any exclusion rights of any other
5 person, and in no event shall members of the Settlement Class who purport to opt out of the
6 Settlement as a group, aggregate, collective or class involving more than one Settlement Class
7 Member be considered a successful or valid opt out; any such purported opt-out shall be void. Any
8 Settlement Class Member who fails to timely and validly opt out of the Settlement Class under this
9 Settlement Agreement shall be bound by the terms of this Settlement. Further, any Class Member
10 who is a Successful Opt-Out will be deemed to have waived any rights or benefits under the
11 Settlement, and will not have standing to object to the Settlement.

12 12. At least seven (7) days before the date of the Final Approval Hearing, the
13 Settlement Administrator shall file with the Court copies of all executed opt-out forms, and
14 objections, along with an affidavit summarizing any such submission. The list shall be maintained
15 by this Court under seal in order to protect the privacy interests of those persons identified thereon.

16 13. Any Class Member who is not a Successful Opt-Out and who wishes to object to or
17 comment on any aspect of the proposed Settlement, in whole or in part, must mail a timely written
18 statement of objection to the Settlement Administrator no later than the Objections Deadline. To
19 be considered valid, each Objection must be timely (as judged by the filing deadline set forth
20 above), and must state: the case name and number; the basis for and an explanation of the
21 objection; the name, address, telephone number, and email address of the Settlement Class
22 Member making the objection; and a statement of whether the Settlement Class Member intends to

1 appear at the fairness hearing, either with or without counsel. In addition, any objection must be
2 personally signed by the Settlement Class Member and, if represented by counsel, then by counsel.
3 Objections that are untimely and/or otherwise invalid may not be considered by this Court unless
4 the Court orders otherwise.

5 14. A hearing (the “Final Approval Hearing”) shall be held before the undersigned at
6 _____ a.m./p.m. on _____, 2018, at the United States District Court at 700 Stewart Street,
7 Courtroom 15229, Seattle, Washington, to determine, among other things, (a) whether the
8 proposed Settlement should be finally approved as fair, reasonable and adequate, (b) whether the
9 Lawsuit should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (c)
10 whether Class Members should be bound by the Release set forth in the Settlement Agreement, (d)
11 whether Class Members should be subject to a permanent injunction that, among other things, bars
12 Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class
13 members or otherwise), any lawsuit, claim, demand or proceeding in any jurisdiction that is based
14 on or related to, directly or indirectly, matters within the scope of the Release, (e) whether the
15 Settlement Class should be finally certified, (f) the amount of attorneys’ fees and costs to be
16 awarded to Class Counsel, if any, and (g) the amounts to be awarded to Plaintiff for her service as
17 Class Representative, if any. This hearing may be postponed, adjourned, or continued by order of
18 the Court without further written notice to the Settlement Class.

19 15. Plaintiff’s application for attorneys’ fees and costs, and application for a Class
20 Representative Award to the Class Representative Plaintiff shall be filed with the Court before the
21 Postcard notice is issued to Settlement Class Members and shall be posted to the website
22

1 established by the Settlement Administrator and made available in accordance with the terms of
2 the Settlement Agreement.

3 16. Memoranda in support of the Settlement shall be filed with the Court no later than
4 seven days following the Objections Deadline.

5 17. Any Class Member who wishes to appear at the Final Approval Hearing, whether
6 pro se or through counsel, must file a notice of appearance in the Lawsuit, and contemporaneously
7 mail or hand-deliver the notice to Class Counsel and Counsel for the Defendant, no later than thirty
8 days before the Final Approval Hearing described in Paragraph 14 above. No Class Member shall
9 be permitted to raise matters at the Final Approval Hearing that the Class Member could have
10 raised in an Objection, but failed to do so. Any Class Member who fails to comply with the
11 Settlement Agreement, or the Class Notice, or any other order by the Court shall be barred from
12 appearing at the Final Approval Hearing unless the Court otherwise orders.

13 18. Any Class Member who wishes to intervene in the Lawsuit or seek other relief from
14 the Court must file with the Court, and contemporaneously mail or hand-deliver to Class Counsel
15 and Counsel for the Defendant, an appropriate motion or application, together with all supporting
16 pleadings or documentation, no later than thirty days before the Final Approval Hearing described
17 in Paragraph 14 above.

18 19. All other events contemplated by the Settlement Agreement to occur after this
19 Order and before the Final Approval Hearing, and all aspects of settlement administration during
20 that time, and all matters related to Court consideration of the Settlement, shall be governed by the
21 Settlement Agreement, to the extent not inconsistent herewith.
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1 20. The Parties are hereby authorized to retain the Settlement Administrator to assist in
2 effectuating the terms of, and administering, the Settlement. The Parties shall notify one another
3 and work together to resolve any matters involved in settlement administration that materially
4 concern or affect the Settlement Class.

5 21. All proceedings in the Lawsuit, other than such as may be necessary to carry out the
6 terms and conditions of the Settlement Agreement or the responsibilities related or incidental
7 thereto, are stayed and suspended until further order of this Court.

8 22. If Final Approval of the Settlement is not achieved, or if the Settlement is
9 terminated for any reason, the Settlement and all proceedings had in connection therewith shall be
10 without prejudice to the status quo ante rights of the parties to the Lawsuit, and all Orders issued
11 pursuant to the Settlement may be vacated upon a motion or stipulation from the Parties. In such an
12 event, the Settlement and all negotiations concerning it shall not be used or referred to in this
13 Lawsuit for any purpose whatsoever. This Order shall be of no force or effect if Final Approval
14 does not occur for any reason, and nothing in this Order shall be construed or used as an admission,
15 concession, or declaration by or against Defendant, of any fault, wrongdoing, breach, or liability.
16 Nor shall this Order be construed or used to show that certification of one or more classes would or
17 would not be appropriate if the Lawsuit were to be litigated rather than settled.

18 23. Neither the Settlement nor the Settlement Agreement constitutes an admission,
19 concession, or indication by the Parties of the validity of any claims or defenses in the Lawsuit or
20 of any wrongdoing, liability, or violation of law by Defendant, who vigorously denies all of the
21 claims and allegations raised in the Lawsuit.
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24. At or after the Final Approval Hearing, the Court may approve the Settlement with such modifications, if any, as may be agreed to by Class Counsel and Counsel for the Defendant and without future notice to Class Members.

IT IS SO ORDERED, on this, the ____ day of _____, 2018.

HONORABLE THOMAS S. ZILLY
UNITED STATES DISTRICT COURT JUDGE

Presented by:

Bailey & Glasser LLP
Attorneys for Plaintiff Sarah Connolly

By: /s/ Elizabeth Ryan
Elizabeth Ryan, admitted *pro hac vice*

EXHIBIT D

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Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

Case No. 2:15-cv-00517-TSZ

SARAH CONNOLLY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

UMPQUA BANK,

Defendant.

**[PROPOSED] FINAL ORDER
APPROVING REVISED CLASS ACTION
SETTLEMENT AND JUDGMENT**

Plaintiff Sarah Connolly (“Plaintiff” or “Class Representative”), through her respective
counsel, has submitted to the Court an Unopposed Motion for Final Approval of Settlement
Agreement, And Application For Class Representative Service Award, which seeks final approval
of the parties’ Settlement Agreement (the “Final Approval Motion”). Class Counsel has also
submitted to the Court their Unopposed Motion For An Order Awarding Attorneys’ Fees and
Costs.

1 This Court preliminarily approved the Settlement Agreement by Preliminary Approval
2 Order dated _____, 2018. Notice was given to all members of the Settlement Class
3 pursuant to the terms of the Preliminary Approval Order and Settlement Agreement.

4 This Court has reviewed the papers filed in support of the Final Approval Motion,
5 including the Settlement Agreement and the exhibits thereto, memoranda and arguments
6 submitted on behalf of the Settlement Class, and supporting affidavits (if any). The Court held a
7 hearing on _____, 2018, at which time the parties and all other interested persons were
8 heard in support of the proposed Settlement.

9 Based on the papers filed with the Court and the presentations made to the Court by the
10 parties and by other interested persons at the hearing, it appears to the Court that the Settlement
11 Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

Accordingly,

12 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

13 1. This Final Order Approving Class Action Settlement and Judgment of Dismissal
14 (“Final Approval Order”) incorporates by reference all definitions contained in the Settlement
15 Agreement, and all terms used herein shall have the same meaning as set forth in the Settlement
16 Agreement. The Settlement Agreement shall be deemed incorporated herein by this reference.

17 2. The Court has jurisdiction over the subject matter of this Lawsuit and over the
18 parties to this Lawsuit, including all Settlement Class Members for purposes of this Lawsuit.

19 3. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court
20 certifies the following Settlement Class for purposes of settlement only:

21 all individuals who applied for employment with Umpqua, or were
22 employed by Umpqua, who completed a disclosure and

1 authorization form during the Class Period, and as to whom
2 Umpqua obtained a consumer report for employment purposes
during the Class Period.

3 Class Period means between April 2, 2010 through and including September 21, 2015.

4 4. For settlement purposes only, this Court finds that the Settlement Class satisfies the
5 applicable prerequisites for class action treatment under Fed. R. Civ. P. 23, and more specifically
6 that: (a) the Settlement Class as defined above is so numerous that joinder of all members is
7 impracticable; (b) there are questions of law or fact common to the Settlement Class; (c) the claims
8 of the Class Representative are typical of the claims of the Settlement Class; (d) the Class
9 Representative will fairly and adequately protect the interests of the Settlement Class; (e) the
10 questions of law or fact common to the members of the Settlement Class predominate over the
11 questions affecting only individual members, and (f) certification of the Settlement Class is
superior to other available methods for the fair and efficient adjudication of the controversy.

12 5. Pursuant to the Court's Preliminary Approval Order, the approved Class Notice
13 was mailed or emailed to the Settlement Class. The Court has determined that the Class Notice
14 given to members of the Settlement Class fully and accurately informed members of the
15 Settlement Class of all material elements of the proposed Settlement; constituted valid, due, and
16 sufficient notice to all members of the Settlement Class; and fully complied with Rule 23(c)(2)(B)
17 of the Federal Rules of Civil Procedure.

18 6. The Court, having considered the relevant papers, including Plaintiff's Final
19 Approval Motion, and any objections filed by members of the Settlement Class, finds that this
20 Settlement, on the terms and conditions set forth in the Settlement Agreement, is in all respects
21 fair, reasonable, adequate, and in the best interests of the Settlement Class. The Court therefore
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1 grants final approval to the Settlement of this Litigation in accordance with the terms of the
2 Settlement Agreement.

3 7. The Court orders the parties to the Settlement Agreement to perform their
4 obligations thereunder pursuant to the terms of the Settlement Agreement.

5 8. The Court dismisses the Lawsuit, and all claims and causes of action asserted
6 therein, on the merits and with prejudice. This dismissal is without costs to any party, except as
7 specifically provided in the Settlement Agreement.

8 9. This Final Approval Order and Final Judgment of dismissal with prejudice set forth
9 herein is binding on all Settlement Class Members.

10 10. Plaintiff and Settlement Class Members are permanently barred and enjoined from
11 asserting, commencing, prosecuting or continuing any of the Released Claims described in the
12 Settlement Agreement against any of the Released Parties.

13 11. The Court adjudges that the Class Representative and all Settlement Class
14 Members shall, to the extent provided in the Settlement Agreement, conclusively be deemed to
15 have released and discharged the Defendant Umpqua Bank and all other Released Persons from
16 any and all of the Released Claims as provided in the Settlement Agreement.

17 12. Without affecting the finality of this Final Approval Order in any way, the Court
18 retains jurisdiction over: (a) implementation and enforcement of the Settlement Agreement
19 pursuant to further orders of the Court until the final judgment contemplated hereby has become
20 effective and each and every act agreed to be performed by the parties hereto shall have been
21 performed pursuant to the Settlement Agreement; (b) any other action necessary to conclude this
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1 settlement and to implement the Settlement Agreement; and (c) the enforcement, construction, and
2 interpretation of the Settlement Agreement.

3 13. The Plaintiff and Class Counsel have moved for an award of attorneys' fees and
4 costs of \$_____ and expenses in the amount of \$_____. The Court finds that Class Counsel's
5 requested award of attorneys' fees, costs and expenses is fair and reasonable, and the Court
6 approves of Class Counsel attorneys' fees, costs and expenses in this amount. The Court directs the
7 Settlement Administrator to disburse this amount to Class Counsel from the Settlement Fund as
8 provided in the Settlement Agreement.

9 14. Neither this Final Approval Order nor the Settlement Agreement is an admission or
10 concession by Defendant of any fault, omission, liability, or wrongdoing. This Final Approval
11 Order is not a finding of the validity or invalidity of any claims in this action or a determination of
12 any wrongdoing by Defendant. The final approval of the Settlement Agreement does not
13 constitute any opinion, position, or determination of this Court, one way or the other, as to the
14 merits of the claims and defenses of the Settlement Class Members or Defendant.

15 15. Settlement Class Members were given an opportunity to object to the Settlement.
16 There being no objections, the Court finds that no just reason exists for delay in entering this Final
17 Approval Order. Accordingly, the Clerk is hereby directed forthwith to enter this Final Approval
18 Order.

19 16. Should the Settlement not become effective and final in accordance with its terms,
20 this Final Approval Order shall be rendered null and void to the extent provided by and in
21 accordance with the Settlement Agreement and shall be vacated and, in such event, all orders and
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1 releases delivered in connection herewith shall be null and void to the extent provided by and in
2 accordance with the Settlement Agreement.

3 SO ORDERED, on this, the ____ day of _____ 2018.

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HONORABLE THOMAS S. ZILLY
6 UNITED STATES DISTRICT COURT JUDGE
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8 Presented by:

9 Bailey & Glasser LLP
10 Attorneys for Plaintiff Sarah Connolly

11 By: /s/ Elizabeth Ryan
12 Elizabeth Ryan, admitted *pro hac vice*
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