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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE BANC OF CALIFORNIA,
INC. STOCKHOLDER
DERIVATIVE LITIGATION

This Document Relates To:
ALL ACTIONS.

) Lead Case No. 8:19-cv-621-DMG-DFMx
) (Consolidated with Case Nos. 19-cv-
) 1152 and 19-cv-05488)
) [PROPOSED] ORDER AND FINAL
) JUDGMENT

1 This matter came before the Court for hearing on _____, 2021, to
2 consider approval of the proposed settlement ("Settlement") set forth in the Amended
3 Corrected Stipulation and Agreement of Settlement dated September 27, 2021, and the
4 exhibits thereto (the "Stipulation"). The Court has reviewed and considered all documents,
5 evidence, objections (if any), and arguments presented in support of or against the
6 Settlement. Good cause appearing therefore, the Court enters this Judgment.

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

8 1. This Judgment incorporates by reference the definitions in the Stipulation, and
9 all capitalized terms used herein shall have the same meanings as set forth in the
10 Stipulation.

11 2. This Court has jurisdiction over the subject matter of the Action, including all
12 matters necessary to effectuate the Settlement, and over all Parties to the Action.

13 3. The Court finds that the Notice provided to Banc of California, Inc. ("Banc")
14 stockholders constituted the best notice practicable under the circumstances. The Notice
15 fully satisfied the requirements of Rule 23.1 of the Federal Rules of Civil Procedure and
16 the requirements of due process.

17 4. The Court hereby approves the Settlement set forth in the Stipulation and finds
18 that the Settlement is, in all respects, fair, reasonable, and adequate to each of the Parties,
19 and further finds that the Settlement is in the best interests of Banc and its stockholders.

20 5. The Action and all claims contained therein, as well as all of the Released
21 Claims against Released Persons, are dismissed with prejudice. The Parties are to bear
22 their own costs, except as otherwise provided below.

23 6. Upon the Effective Date, Plaintiffs' Released Persons shall fully, finally and
24 forever release, relinquish and discharge as against Defendants' Released Persons any and
25 all of Plaintiffs' Released Claims, and shall forever be barred and enjoined from instituting,
26 commencing, or prosecuting any and all of Plaintiffs' Released Claims against Defendants'
27 Released Persons.

1 7. Upon the Effective Date, Defendants' Released Persons shall fully, finally,
2 and forever release, relinquish, and discharge as against Plaintiffs' Released Persons any
3 and all of Defendants' Released Claims, and shall forever be barred and enjoined from
4 instituting, commencing, or prosecuting any and all of Defendants' Released Claims
5 against Plaintiffs' Released Persons.

6 8. Nothing herein shall in any way impair or restrict the rights of any Party to
7 enforce the terms of the Stipulation.

8 9. During the course of the litigation, all parties and their respective counsel at
9 all times complied with the requirements of Rule 11 of the Federal Rules of Civil
10 Procedure, and all other similar laws or statutes.

11 10. The Court hereby approves the sum of \$_____ for the payment
12 of Plaintiffs' Counsel's attorneys' fees and expenses in the Action ("Fee and Expense
13 Amount"), and finds that the Fee and Expense Amount is fair and reasonable. No other
14 fees, costs, or expenses may be awarded to Plaintiffs' Counsel in connection with the
15 Settlement. The Fee and Expense Amount shall be distributed in accordance with the terms
16 of the Stipulation.

17 11. The Court hereby approves the service awards of \$_____ for each of the
18 Plaintiffs to be paid from Plaintiffs' Counsel's Fee and Expense Amount in recognition of
19 Plaintiffs' participation and effort in the prosecution of the Action.

20 12. Neither the Stipulation nor the Settlement, nor any act performed or document
21 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
22 deemed to be or may be offered, attempted to be offered, or used in any way by the Parties
23 or any other Person as a presumption, a concession, or an admission of, or evidence of, any
24 fault, wrongdoing, or liability of the Parties or Released Persons, or of the validity of any
25 Released Claims; or (b) is intended by the Parties to be offered or received as evidence or
26 used by any other person in any other actions or proceedings, whether civil, criminal, or
27 administrative, other than to enforce the terms therein.

28 13. The Released Persons may file the Stipulation and/or the Judgment, and file

1 or reference acts performed or documents executed pursuant to or in furtherance of the
2 Stipulation and/or the Judgment: (i) in any action that may be brought against them in order
3 to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
4 full faith and credit, release, good faith settlement, judgment bar or reduction, or any other
5 theory of claim preclusion or issue preclusion or similar defense or counterclaim; (ii) in
6 furtherance of the Settlement contemplated in the Stipulation; and (iii) in any action to
7 enforce the Settlement.

8 14. Without affecting the finality of this Judgment in any way, this Court hereby
9 retains continuing jurisdiction with respect to implementation and enforcement of the terms
10 of the Stipulation. If for any reason the Effective Date does not occur, or if the Stipulation
11 is in any way canceled, terminated or fails to become Final in accordance with its terms,
12 then: (a) all Parties and Released Persons shall be restored to their respective positions in
13 the Action as of the Execution date of the Stipulation; (b) all releases delivered in
14 connection with the Stipulation shall be null and void, except as otherwise provided for in
15 the Stipulation; (c) the Fee and Expense Amount paid to Plaintiffs' Counsel shall be
16 refunded and returned within fifteen (15) calendar days of receiving notice from
17 Defendants or from a court of appropriate jurisdiction; and (d) all negotiations,
18 proceedings, documents prepared, and statements made in connection herewith shall be
19 without prejudice to the Parties, shall not be deemed or construed to be an admission by a
20 Party of any act, matter, or proposition, and shall not be used in any manner for any purpose
21 in any subsequent proceeding in the Action, or in any other action or proceeding. In such
22 event, the terms and provisions of the Stipulation shall have no further force and effect
23 with respect to the Parties and shall not be used in the Action or in any other proceeding
24 for any purpose.

25 15. Pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, this Court
26 hereby finally approves the Stipulation and Settlement in all respects, and orders the Parties
27 to perform its terms to the extent the Parties have not already done so.

28 16. This Judgment is a final judgment, and the Court finds that no just reason

1 exists for delay in entering the Judgment in accordance with the Stipulation. Accordingly,
2 the Clerk is hereby directed to enter this Judgment forthwith in accordance with Rule 58
3 of the Federal Rules of Civil Procedure.

4 **IT IS SO ORDERED.**

5
6 DATED:

7 _____
8 HONORABLE DOLLY M. GEE
9 U.S. DISTRICT JUDGE

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