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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 In re BANC OF CALIFORNIA
14 SECURITIES LITIGATION

) No. SACV 17-00118 AG (DFMx)
) consolidated with
) SACV 17-00138 AG (DFMx)

15 _____
16 This Document Relates To:

) CLASS ACTION

17 ALL ACTIONS.
18 _____

) STIPULATION OF SETTLEMENT

1 This Stipulation of Settlement dated October 28, 2019 (the “Stipulation”) is
2 made and entered into by and among: (i) Lead Plaintiff Iron Workers Local No. 25
3 Pension Fund (“Lead Plaintiff” or “Plaintiff”) (on behalf of itself and each of the Class
4 Members), by and through its counsel of record in the Litigation (as defined herein);
5 and (ii) defendant Banc of California, Inc. (“Defendant Banc” or “Banc”), by and
6 through its counsel of record in the Litigation. The Stipulation is intended to fully,
7 finally, and forever resolve, discharge, and settle the Released Plaintiff’s Claims and
8 Released Defendant’s Claims (as defined herein), subject to the approval of the Court
9 and the terms and conditions set forth in this Stipulation.

10 **I. THE LITIGATION**

11 The initial complaint in this Litigation was filed on January 23, 2017, in the
12 United States District Court for the Central District of California, Southern Division
13 (the “Court”). On May 1, 2017, the Court issued an order appointing Iron Workers
14 Local No. 25 Pension Fund as Lead Plaintiff, and Robbins Geller Rudman & Dowd
15 LLP (“Robbins Geller”) as Lead Counsel.

16 On May 31, 2017, Lead Plaintiff filed its Consolidated Amended Complaint for
17 Violation of the Federal Securities Laws (“Consolidated Complaint”). On June 30,
18 2017, Defendants Banc and Steven A. Sugarman (together “Defendants”) moved to
19 dismiss the Consolidated Complaint, which was opposed by Lead Plaintiff. On
20 September 6, 2017, the Court granted in part and denied in part Defendants’ motion to
21 dismiss.

22 On October 2, 2017, Lead Plaintiff and the Defendants filed a joint report and
23 Rule 26(f) discovery plan, and October 10, 2017, Defendants filed their answers to the
24 Consolidated Complaint. Shortly thereafter, the parties began formal discovery. Over
25 the course of the case Lead Plaintiff served several sets of written discovery on
26 Defendants and issued 78 document subpoenas to third parties. At the time the
27 Settlement was reached, counsel for Lead Plaintiff had collected and analyzed over
28 457,000 pages of documents from Defendants and over 773,000 pages from various

1 third parties and deposed 17 fact witnesses. The parties had also exchanged expert
2 reports.

3 On December 20, 2017, Lead Plaintiff moved for this action to be certified as a
4 class action, to be appointed as Class Representative and for Robbins Geller appointed
5 as Class Counsel. After extensive briefing on class certification issues, the Court
6 granted the motion on May 31, 2018. Defendants then filed a petition for permission
7 to appeal the Court's certification order to the U.S. Court of Appeals for the Ninth
8 Circuit on June 14, 2018, which Lead Plaintiff opposed. The Ninth Circuit denied
9 Defendants' petition on September 19, 2018.

10 In August 2018, the parties engaged the services of Robert H. Fairbank, a
11 nationally recognized mediator, to facilitate settlement negotiations. On August 10,
12 2018, the parties participated in a full day in-person mediation with Mr. Fairbank and
13 in advance of that session, prepared detailed statements of their case and defenses with
14 supporting evidence. The case did not settle, and the parties continued to litigate the
15 case. In June 2019, the parties engaged the services of the Hon. Layn Phillips (Ret.)
16 and Michelle Yoshida of Phillips ADR Enterprises, a nationally recognized mediation
17 firm. The parties participated in an in-person mediation session with Judge Phillips
18 and Ms. Yoshida on June 21, 2019, and in advance of that session, prepared detailed
19 statements of their case and defenses with supporting evidence. While the Settling
20 Parties did not reach an agreement to settle the Litigation at the mediation, the Settling
21 Parties continued settlement negotiations with the assistance of Judge Phillips who
22 provided the Settling Parties with a mediator's proposal on September 14, 2019. The
23 Settling Parties each accepted the mediator's proposal to settle the Litigation for
24 \$19.75 million.

25 **II. DEFENDANT'S DENIALS OF WRONGDOING AND**
26 **LIABILITY**

27 Defendant Banc has denied and continues to deny each and all of the claims
28 alleged by Lead Plaintiff and the Class in the Litigation. Defendant Banc expressly has

1 denied and continues to deny all charges of wrongdoing or liability against it arising out
2 of any of the conduct, statements, acts or omissions alleged, or that could have been
3 alleged, in the Litigation. Defendant Banc also has denied and continues to deny,
4 among other allegations, the allegations that Lead Plaintiff or the Class have suffered
5 any damage, that the price of Banc common stock was artificially inflated by reasons of
6 alleged misrepresentations, non-disclosures or otherwise, or that Lead Plaintiff or the
7 Class were harmed by the conduct alleged, or that could have been alleged, in the
8 Litigation. Defendant Banc believes that the Litigation is without merit and the
9 evidence developed to date supports its position that it acted in good faith and in a
10 manner it reasonably believed to be in accordance with all applicable rules, regulations,
11 and laws. Defendant Banc also believes that its public statements during the Class
12 Period contained no material misstatements or omissions. In addition, Defendant Banc
13 maintains that it has meritorious defenses to all claims alleged in the Litigation.

14 Nonetheless, Defendant Banc has taken into account the expense, uncertainty
15 and risks inherent in any litigation, especially in complex cases such as this Litigation,
16 and has, therefore, determined that it is desirable and beneficial to it that the Litigation
17 be settled in the manner and upon the terms and conditions set forth in this Stipulation.

18 **III. LEAD PLAINTIFF'S CLAIMS AND THE BENEFITS OF**
19 **SETTLEMENT**

20 Lead Plaintiff believes that the claims asserted in the Litigation have merit and
21 that the evidence developed to date supports the claims. However, Lead Plaintiff and
22 its counsel recognize and acknowledge the expense and length of continued
23 proceedings necessary to prosecute the Litigation against Defendant Banc through
24 trial and through appeals. Lead Plaintiff and its counsel also have taken into account
25 the uncertain outcome and the risk of any litigation, especially in complex actions
26 such as this Litigation, as well as recent changes in the law and the difficulties and
27 delays inherent in such litigation. Lead Plaintiff and its counsel also are mindful of
28 the inherent problems of proof under and possible defenses to the securities law

1 violations asserted in the Litigation. Lead Plaintiff and its counsel believe that the
2 Settlement set forth in the Stipulation confers substantial benefits upon the Class.
3 Based on their evaluation, Lead Plaintiff and its counsel have determined that the
4 Settlement set forth in the Stipulation is in the best interests of the Class.

5 **IV. TERMS OF STIPULATION AND AGREEMENT OF**
6 **SETTLEMENT**

7 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and
8 among Lead Plaintiff (for itself and the Class) and Defendant Banc, by and through
9 their attorneys of record, that, subject to the approval of the Court, the Litigation, the
10 Released Plaintiff's Claims and Released Defendant's Claims shall be finally and
11 fully compromised, settled, and released, and the Litigation shall be dismissed with
12 prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the
13 Stipulation, as follows.

14 **1. Definitions**

15 As used in the Stipulation the following terms have the meanings specified
16 below:

17 1.1 "Authorized Claimant" means any Class Member who submits a Claim
18 for payment that is approved for payment from the Net Settlement Fund pursuant to
19 the terms of this Stipulation and the Court-approved Plan of Allocation.

20 1.2 "Claim" means a paper claim submitted on a Proof of Claim and Release
21 or an electronic claim that is submitted to the Claims Administrator.

22 1.3 "Claimant" means a person or entity who or which submits a Claim
23 seeking to be eligible to share in the proceeds of the Net Settlement Fund.

24 1.4 "Claim Form" or "Proof of Claim and Release" means the form,
25 substantially in the form attached hereto as Exhibit A-2, that a Claimant must
26 complete and submit should that Claimant seek to share in the distribution of the Net
27 Settlement Fund.

28

1 1.5 “Claims Administrator” means the firm retained by Lead Plaintiff and
2 Lead Counsel, subject to approval of the Court, to administer the Settlement,
3 including providing all notices approved by the Court to Class Members, and
4 processing Claims.

5 1.6 “Class” means All persons and entities who purchased or otherwise
6 acquired the common stock of Banc of California, Inc. (“Banc” or the “Company”)
7 during the period from April 15, 2016 through January 20, 2017, inclusive (the “Class
8 Period”), and were damaged thereby. Excluded from the Class are Defendants,
9 present or former executive officers and directors of Banc and their immediate family
10 members (as defined in 17 C.F.R. §229.404, Instructions (1)(a)(iii) and (1)(b)(ii)).

11 1.7 “Class Member(s)” or “Member(s) of the Class” means a Person who
12 falls within the definition of the Class as set forth in ¶1.6 above.

13 1.8 “Class Period” means the period from April 15, 2016 through January 20,
14 2017, inclusive.

15 1.9 “Defendants” means Defendant Banc and Steven A. Sugarman.

16 1.10 “Defendant Banc” means Banc of California, Inc.

17 1.11 “Defendant Banc’s Counsel” means Morrison & Foerster LLP.

18 1.12 “Effective Date,” means the date upon which the Settlement and the
19 Sugarman Dismissal shall have become effective, as set forth in ¶7.1 of this
20 Stipulation.

21 1.13 “ERISA” means the Employee Retirement Income Security Act of 1974.

22 1.14 “Escrow Agent” means The Huntington National Bank.

23 1.15 “Fee and Expense Application” means Lead Counsel’s application or
24 applications for: (a) an award of attorneys’ fees; plus (b) expenses or charges in
25 connection with prosecuting the Litigation; plus (c) any interest on such attorneys’
26 fees and expenses at the same rate and for the same periods as earned by the
27 Settlement Fund (until paid) as may be awarded by the Court.

28

1 1.16 “Fee and Expense Award” means the payment of attorneys’ fees and
2 expenses of Plaintiffs’ Counsel from the Settlement Fund.

3 1.17 “Final” means, with respect to the Judgment approving the Stipulation,
4 substantially in the form of Exhibit B attached hereto or any other order of the Court,
5 including the dismissal with prejudice of Steven A. Sugarman (“Sugarman”), when
6 the last of the following shall occur: (i) the expiration of the time to file a motion to
7 alter or amend the Judgment or order under Federal Rule of Civil Procedure 59(e)
8 without any such motion having been filed; (ii) the time in which to appeal the
9 Judgment or order has passed without any appeal having been taken; or (iii) if a
10 motion to alter or amend is filed or if an appeal is taken, immediately after the
11 determination of that motion or appeal so that it is no longer subject to any further
12 judicial review or appeal whatsoever, whether by reason of affirmance by a court of
13 last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a
14 manner as to permit the consummation of the Settlement substantially in accordance
15 with the terms and conditions of this Stipulation. For purposes of this paragraph, an
16 “appeal” shall include any petition for a writ of certiorari or other writ that may be
17 filed in connection with approval or disapproval of this Settlement; however, any
18 appeal which concerns only the issue of Lead Counsel’s attorneys’ fees and expenses,
19 payments to Lead Plaintiff for its time and expenses, the Plan of Allocation, as
20 hereinafter defined, or the procedures for determining Authorized Claimants’
21 Recognized Claims shall not in any way delay or preclude the Judgment from
22 becoming Final.

23 1.18 “Judgment” means the Final Judgment and Order of Dismissal with
24 Prejudice to be rendered by the Court, substantially in the form attached hereto as
25 Exhibit B.

26 1.19 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP, 655 West
27 Broadway, Suite 1900, San Diego, CA 92101.

28 1.20 “Lead Plaintiff” means Iron Workers Local No. 25 Pension Fund.

1 1.21 “Litigation” means the action captioned *In re Banc of California*
2 *Securities Litigation*, No. SACV 17-00118 AG (DFMx) consolidated with SACV 17-
3 00138 AG (DFMx).

4 1.22 “Net Settlement Fund” means the Settlement Fund less any attorneys’
5 fees, expenses, and interest and any award to Lead Plaintiff provided for herein or
6 approved by the Court and less Notice and Administration Expenses, Taxes and Tax
7 Expenses, and other fees and expenses authorized by the Court.

8 1.23 “Notice” means the Notice of Pendency and Proposed Settlement of
9 Class Action, substantially in the form attached hereto as Exhibit A-1, which is to be
10 mailed to Class Members.

11 1.24 “Notice and Administration Expenses” means all costs, fees, and
12 expenses incurred in connection with providing notice to the Class and the
13 administration of the Settlement, including, but not limited to: (i) providing notice by
14 mail, publication, and other means to Class Members; (ii) receiving and reviewing
15 Claims; (iii) applying the Plan of Allocation; (iv) communicating with Persons
16 regarding the Settlement and claims administration process; (v) distributing the
17 proceeds of the Settlement; and (vi) fees related to the Escrow Account and
18 investment of the Settlement Fund.

19 1.25 “Person” means an individual, corporation (including all divisions and
20 subsidiaries), general partnership, limited partnership, association, joint stock
21 company, joint venture, limited liability company, professional corporation, estate,
22 legal representative, trust, unincorporated association, government or any political
23 subdivision or agency thereof, and any business or legal entity and their heirs,
24 predecessors, successors, representatives, or assignees.

25 1.26 “Plaintiffs’ Counsel” means any legal counsel who represented any
26 plaintiffs in the Litigation.

27 1.27 “Plan of Allocation” means the proposed plan of allocation of the Net
28 Settlement Fund set forth in the Notice.

1 1.28 “Preliminary Approval Order” means the proposed order, substantially in
2 the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval
3 of the Settlement set forth in the Stipulation, and approval for the mailing of the
4 Notice and publication of the Summary Notice, substantially in the forms of Exhibits
5 A-1 and A-3 attached hereto.

6 1.29 “Released Defendant Party” or “Released Defendant Parties” means
7 Defendant Banc, and each of its respective past, present, or future subsidiaries,
8 parents, affiliates, attorneys, principals, successors and predecessors, joint venturers,
9 assigns, officers, directors, shareholders, underwriters, trustees, partners, members,
10 agents, fiduciaries, contractors, employees, insurers, co-insurers, reinsurers,
11 controlling shareholders, accountants or auditors, commercial bank lenders, financial
12 or investment advisors, consultants, banks or investment bankers, personal or legal
13 representatives, estates, heirs, related or affiliated entities, in their capacity as such,
14 and any entity in which Defendant Banc has a controlling interest.

15 1.30 “Released Defendant’s Claims” means any and all actions, suits, claims,
16 demands, rights, liabilities, obligations, damages, costs, restitution, rescission, interest,
17 attorneys’ fees, expert or consulting fees, expenses, matters and issues whatsoever,
18 whether known or unknown, asserted or unasserted, whether arising under federal,
19 state, local, statutory, common, foreign or administrative law, or any other law, rule or
20 regulation, whether fixed or contingent, at law or in equity, whether class or individual
21 in nature, that any Released Defendant Party could have asserted against any of the
22 Releasing Plaintiff Parties that arise out of or relate in any way to the initiation,
23 prosecution, or settlement of the Litigation or the Released Defendant’s Claims.
24 “Released Defendant’s Claims” includes “Unknown Claims” as defined in ¶1.41
25 hereof. “Released Defendant’s Claims” does not include any claims relating to the
26 enforcement of the Settlement.

27 1.31 “Released Plaintiff’s Claims” means any and all claims and causes of
28 action of every nature and description, whether known or unknown, whether arising

1 under federal, state, common, or foreign law, that Lead Plaintiff or any other members
2 of the Class asserted or could have asserted in any forum that arise out of or are based
3 upon (a) the allegations, transactions, facts, matters or occurrences, representations or
4 omissions referred to in the operative complaint, and (b) the purchase or acquisition of
5 Banc common stock during the Class Period. “Released Plaintiff’s Claims” includes
6 “Unknown Claims” as defined in ¶1.41 hereof. “Released Plaintiff’s Claims” does not
7 include any claims relating to the enforcement of the Settlement.

8 1.32 “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means Lead
9 Plaintiff, Lead Counsel, each and every Class Member, and each of their respective
10 past or present subsidiaries, parents, affiliates, principals, successors and predecessors,
11 joint venturers, assigns, officers, directors, shareholders, underwriters, trustees,
12 partners, members, agents, fiduciaries, contractors, employees, insurers, co-insurers,
13 reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or
14 investment advisors or consultants, banks or investment bankers, personal or legal
15 representatives, estates, heirs, related or affiliated entities in their capacity as such.
16 Releasing Plaintiff Parties do not include any Person who timely and validly seeks
17 exclusion from the Class.

18 1.33 “Settlement” means the settlement between Lead Plaintiff and Defendant
19 Banc on the terms and conditions set forth in this Stipulation.

20 1.34 “Settlement Amount” means Nineteen Million, Seven Hundred and Fifty
21 Thousand Dollars (\$19,750,000.00) in cash to be paid by wire transfer or check to the
22 Escrow Agent pursuant to ¶2.2 of this Stipulation.

23 1.35 “Settlement Fund” means the Settlement Amount plus all interest and
24 income earned thereon.

25 1.36 “Settlement Hearing” means the hearing to be held by the Court to
26 determine whether the Settlement is fair, reasonable and adequate and should be
27 approved.

28

1 1.37 “Settling Parties” means, collectively, Defendant Banc and Lead Plaintiff
2 on behalf of itself and the Class.

3 1.38 “Summary Notice” means the Summary Notice, substantially in the form
4 attached hereto as Exhibit A-3, to be published as set forth in the Preliminary
5 Approval Order.

6 1.39 “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs,
7 imposts, and other charges of any kind (together with any and all interest, penalties,
8 additions to tax and additional amounts imposed with respect thereto) imposed by any
9 governmental authority, whether federal, state or local.

10 1.40 “Tax Expenses” means, without limitation, expenses of tax attorneys
11 and/or accountants and mailing and distribution costs and expenses relating to filing
12 (or failing to file) the returns described in ¶2.10.

13 1.41 “Unknown Claims” means any and all Released Plaintiff’s Claims which
14 the Releasing Plaintiff Parties do not know or suspect to exist in their favor at the time
15 of the release of the Released Defendant Parties, and any and all Released Defendant’s
16 Claims which the Released Defendant Parties do not know or suspect to exist in their
17 favor at the time of the release of the Releasing Plaintiff Parties, which, if known by
18 him, her, or it, might have affected his, her or its decision(s) with respect to the
19 Settlement, including the decision to object to the terms of the Settlement or to
20 exclude himself, herself, or itself from the Class. With respect to any and all Released
21 Plaintiff’s Claims and Released Defendant’s Claims, the Settling Parties stipulate and
22 agree that, upon the Effective Date, Lead Plaintiff and Defendant Banc shall expressly
23 waive, and each Releasing Plaintiff Party and Released Defendant Party shall be
24 deemed to have, and by operation of the Judgment shall have expressly waived, the
25 provisions, rights, and benefits of California Civil Code §1542, which provides:

26 A general release does not extend to claims which the creditor or
27 releasing party does not know or suspect to exist in his or her favor at the
28 time of executing the release and that, if known by him or her, would
have materially affected his or her settlement with the debtor or released
party.

1 Lead Plaintiff and Defendant Banc shall expressly waive, and each Releasing Plaintiff
2 Party and Released Defendant Party shall be deemed to have, and by operation of the
3 Judgment shall have expressly waived, any and all provisions, rights, and benefits
4 conferred by any law of any state or territory of the United States or any foreign
5 country, or any principle of common law, which is similar, comparable or equivalent
6 in substance to California Civil Code §1542. Lead Plaintiff, any Releasing Plaintiff
7 Party, Defendant Banc, or any Released Defendant Party may hereafter discover facts,
8 legal theories, or authorities in addition to or different from those which any of them
9 now knows or believes to be true with respect to the subject matter of the Released
10 Plaintiff's Claims and the Released Defendant's Claims, but Lead Plaintiff and
11 Defendant Banc shall expressly, fully, finally, and forever waive, compromise, settle,
12 discharge, extinguish, and release, and each Releasing Plaintiff Party and Released
13 Defendant Party shall be deemed to have waived, compromised, settled, discharged,
14 extinguished, and released, and upon the Effective Date and by operation of the
15 Judgment shall have waived, compromised, settled, discharged, extinguished, and
16 released, fully, finally, and forever, any and all Released Plaintiff's Claims and
17 Released Defendant's Claims as applicable, known or unknown, suspected or
18 unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent,
19 which now exist, or heretofore existed, or may hereafter exist, without regard to the
20 subsequent discovery or existence of such different or additional facts, legal theories,
21 or authorities. Lead Plaintiff and Defendant Banc acknowledge, and the Releasing
22 Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the
23 Judgment to have acknowledged, that the foregoing waiver was separately bargained
24 for and a key element of the Settlement.

25 **2. The Settlement**

26 2.1 The obligations incurred pursuant to this Stipulation are: (a) subject to
27 approval by the Court and the Judgment, reflecting such approval, becoming Final;
28 and (b) in full and final disposition of the Litigation with respect to the Releasing

1 Plaintiff Parties and Released Defendant Parties and any and all Released Plaintiff's
2 Claims and Released Defendant's Claims.

3 **a. The Settlement Amount**

4 2.2 In full settlement of the claims asserted in the Litigation against
5 Defendant Banc and in consideration of the releases specified in ¶4 below, all of
6 which the Settling Parties agree are good and valuable consideration, Defendant Banc
7 shall cause its Director's and Officer's liability insurance carriers to pay the
8 Settlement Amount by wire transfer or check in accordance with instructions to be
9 provided by the Escrow Agent. The Settlement Amount shall be paid within thirty
10 (30) business days of execution of this Stipulation and receipt by Banc of complete
11 payment instructions, including wire transfer instructions, payment address, and a
12 complete and executed Form W-9 for the Settlement Fund that reflects a valid tax
13 identification number. If the entire Settlement Amount is not timely paid to the
14 Escrow Agent, Lead Counsel may terminate the Settlement but only if: (i) Lead
15 Counsel has notified Defendant Banc's Counsel in writing of Lead Counsel's
16 intention to terminate the Settlement, and (ii) the entire Settlement Amount is not
17 transferred to the Escrow Agent within five (5) calendar days after Lead Counsel has
18 provided such written notice by email. The Escrow Agent shall deposit the Settlement
19 Amount in a segregated escrow account (the "Escrow Account") maintained by the
20 Escrow Agent.

21 2.3 With the sole exception of Defendant Banc's obligation to secure
22 payment of the Settlement Amount into the Escrow Account as provided for in ¶2.2,
23 the Released Defendant Parties shall have no responsibility for, interest in, or liability
24 whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or
25 the Claims Administrator, or any of their respective designees, in connection with the
26 administration of the Settlement or otherwise; (ii) the management, investment, or
27 distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination,
28 administration, calculation, or payment of any claims asserted against the Settlement

1 Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or
2 (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in
3 connection with the taxation of the Settlement Fund, distributions or other payments
4 from the Escrow Account, or the filing of any federal, state, or local returns.

5 2.4 Other than the obligation to cause the payment of the Settlement Amount
6 pursuant to ¶2.2, Defendant Banc shall have no obligation to make any other
7 payments into the Escrow Account or to any Class Member pursuant to this
8 Stipulation.

9 **b. The Escrow Agent**

10 2.5 The Escrow Agent shall invest the Settlement Amount deposited pursuant
11 to ¶2.2 hereof in United States Agency or Treasury Securities or other instruments
12 backed by the Full Faith & Credit of the United States Government or an Agency
13 thereof, or fully insured by the United States Government or an Agency thereof and
14 shall reinvest the proceeds of these instruments as they mature in similar instruments
15 at their then-current market rates. The Released Defendant Parties shall have no
16 responsibility for, interest in, or liability whatsoever with respect to investment
17 decisions executed by the Escrow Agent. All risks related to the investment of the
18 Settlement Fund shall be borne solely by the Settlement Fund. The Escrow Agent
19 shall not disburse the Settlement Fund except as provided in the Stipulation, by an
20 order of the Court, or with the written agreement of Defendant Banc's Counsel.

21 2.6 Subject to further order(s) and/or directions as may be made by the Court,
22 or as provided in the Stipulation, the Escrow Agent is authorized to execute such
23 transactions as are consistent with the terms of the Stipulation. The Released
24 Defendant Parties shall have no responsibility for, interest in, or liability whatsoever
25 with respect to the actions of the Escrow Agent, or any transaction executed by the
26 Escrow Agent.

27 2.7 All funds held by the Escrow Agent shall be deemed and considered to be
28 in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court,

1 until such time as such funds shall be distributed or returned pursuant to the
2 Stipulation and/or further order(s) of the Court.

3 2.8 Before the Effective Date, without further approval from Defendant Banc
4 or further order of the Court, Lead Counsel may expend up to \$250,000 from the
5 Settlement Fund to pay Notice and Administration Expenses actually incurred.
6 Additional sums for this purpose before the Effective Date may be paid from the
7 Settlement Fund upon approval of Defendant Banc or further order of the Court.
8 Taxes and fees related to the Escrow Account and investment of the Settlement Fund
9 may be paid as incurred, without further approval of Defendant Banc or further order
10 of the Court. After the Effective Date, without approval of Defendant Banc or further
11 order of the Court, Notice and Administration Expenses may be paid as incurred. In
12 the event that the Settlement does not become Final, any money paid or incurred for
13 the above purposes, including any related fees, shall not be returned or repaid to
14 Defendant Banc or its insurers.

15 2.9 It shall be Lead Counsel's responsibility to disseminate the Notice and
16 Summary Notice to the Class in accordance with this Stipulation and as ordered by the
17 Court. Class Members shall have no recourse as to the Released Defendant Parties
18 with respect to any claims they may have that arise from any failure of the notice
19 process.

20 **c. Taxes**

21 2.10 (a) The Settling Parties agree to treat the Settlement Fund as being at
22 all times a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1.
23 In addition, the Escrow Agent shall timely make, or cause to be made, such elections
24 as necessary or advisable to carry out the provisions of this ¶2.10, including the
25 "relation-back election" (as defined in Treas. Reg. §1.468B-1) back to the earliest
26 permitted date. Such elections shall be made in compliance with the procedures and
27 requirements contained in such regulations. It shall be the responsibility of the
28 Escrow Agent to timely and properly prepare and deliver the necessary documentation

1 for signature by all necessary parties, and thereafter to cause the appropriate filing(s)
2 to occur.

3 (b) The Settling Parties agree that Lead Counsel shall be
4 “administrators” of the qualified settlement fund for the purpose of §468B of the
5 Internal Revenue Code of 1986, as amended, and the regulations promulgated
6 thereunder. Lead Counsel shall timely and properly file, or cause to be filed, all
7 federal, state, or local tax returns and information returns necessary or advisable with
8 respect to the earnings on the funds deposited in the Escrow Account (including,
9 without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns
10 (as well as the election described in ¶2.10(a) hereof) shall be consistent with this ¶2.10
11 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or
12 penalties) on the income earned on the funds deposited in the Escrow Account shall be
13 paid out of the Settlement Fund as provided in ¶2.10(c) hereof.

14 (c) All (a) Taxes (including any estimated Taxes, interest or penalties)
15 arising with respect to the income earned by the Settlement Fund, including any Taxes
16 or tax detriments that may be imposed upon the Released Defendant Parties or their
17 counsel with respect to any income earned by the Settlement Fund for any period
18 during which the Settlement Fund does not qualify as a “qualified settlement fund” for
19 federal or state income tax purposes, and (b) Tax Expenses, shall be paid out of the
20 Settlement Fund; in all events the Settling Parties and their counsel shall have no
21 liability or responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses
22 shall be treated as, and considered to be, a cost of administration of the Settlement
23 Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund
24 without prior order from the Court or approval of Defendant Banc, and Lead Counsel
25 shall be authorized (notwithstanding anything herein to the contrary) to withhold from
26 distribution to Authorized Claimants any funds necessary to pay such amounts,
27 including the establishment of adequate reserves for any Taxes and Tax Expenses (as
28 well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-

1 2(l)(2)); neither the Releasing Plaintiff Parties, the Released Defendant Parties nor
2 their counsel are responsible nor shall they have any liability for any Taxes or Tax
3 Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each
4 other, their counsel, and their tax attorneys and accountants to the extent reasonably
5 necessary to carry out the provisions of this ¶2.10.

6 **d. Termination of Settlement**

7 2.11 In the event that the Settlement is not approved or the Settlement is
8 terminated, canceled, or fails to become effective for any reason, the Settlement Fund
9 less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or
10 due and owing in connection with the settlement provided for herein, shall be
11 refunded pursuant to written instructions from Defendant Banc's Counsel in
12 accordance with ¶7.5 herein.

13 **3. Class Certification, Preliminary Approval Order, Dismissal**
14 **of Steven A. Sugarman and Settlement Hearing**

15 3.1 By order dated May 31, 2018, the Court has certified the Litigation as a
16 class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil
17 Procedure on behalf of the Class. The Court has also certified Lead Plaintiff as Class
18 Representative and appointed Lead Counsel as Class Counsel pursuant to Rule 23(g)
19 of the Federal Rules of Civil Procedure.

20 3.2 Within fifteen (15) days after execution of the Stipulation, Lead Plaintiff
21 shall file a motion, seeking entry of the Preliminary Approval Order, substantially in
22 the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval
23 of the Settlement set forth in the Stipulation, and approval for the mailing of the
24 Notice and publication of the Summary Notice, substantially in the forms of Exhibits
25 A-1 and A-3 attached hereto. The Notice shall include the general terms of the
26 Settlement, the proposed Plan of Allocation, the general terms of the Fee and Expense
27 Application, and the date of the Settlement Hearing.
28

1 3.3 Lead Counsel shall request that after notice is given, the Court hold the
2 Settlement Hearing. At or after the Settlement Hearing, Lead Counsel also will
3 request that the Court approve the proposed Plan of Allocation and the Fee and
4 Expense Application and Lead Plaintiff’s request for payment of its time and
5 expenses, if any.

6 3.4 Lead Counsel shall also request, at or after the Settlement Hearing, that
7 the Court enter a dismissal, with prejudice, of Sugarman, pursuant to the
8 September 15, 2019, Agreement Between Lead Plaintiff and Steven A. Sugarman to
9 Dismiss Mr. Sugarman with Prejudice (“Sugarman Dismissal”). As set forth below in
10 ¶7.1, the Effective Date of this Stipulation shall not occur until the Settlement
11 becomes Final and the Sugarman Dismissal becomes Final. Likewise, the Effective
12 Date of the Sugarman Dismissal shall not occur until the Sugarman Dismissal
13 becomes Final and the Settlement becomes Final.

14 **4. Releases**

15 4.1 By operation of the Judgment, as of the Effective Date, as defined in
16 ¶1.12 hereof, Lead Plaintiff and each and every Releasing Plaintiff Party shall be
17 deemed to have fully, finally, and forever waived, released, discharged, and dismissed
18 each and every one of the Released Plaintiff’s Claims against each and every one of
19 the Released Defendant Parties and shall forever be barred and enjoined from
20 commencing, instituting, prosecuting, or maintaining any and all of the Released
21 Plaintiff’s Claims against any and all of the Released Defendant Parties, whether or
22 not such Releasing Plaintiff Party executes and delivers the Proof of Claim and
23 Release or shares in the Settlement Fund. Claims to enforce the terms of the
24 Stipulation are not released.

25 4.2 The Proof of Claim and Release to be executed by the Class Members
26 shall release all Released Plaintiff’s Claims against the Released Defendant Parties
27 and shall be substantially in the form contained in Exhibit A-2 attached hereto.
28

1 4.3 By operation of the Judgment, as of the Effective Date, as defined in
2 ¶1.12 hereof, Defendant Banc and each and every Released Defendant Party shall be
3 deemed to have fully, finally, and forever waived, released, discharged, and dismissed
4 each and every one of the Released Defendant's Claims against each and every one of
5 the Releasing Plaintiff Parties and shall forever be barred and enjoined from
6 commencing, instituting, prosecuting, or maintaining any and all of the Released
7 Defendant's Claims against any and all of the Releasing Plaintiff Parties. Claims to
8 enforce the terms of the Stipulation are not released.

9 **5. Provision of Notice, Administration and Calculation of**
10 **Claims, Final Awards and Supervision and Distribution of**
11 **the Settlement Fund**

12 5.1 As part of the Preliminary Approval Order, Lead Counsel shall seek
13 appointment of a Claims Administrator. The Claims Administrator shall administer
14 the Settlement, including, but not limited to, the process of receiving, reviewing, and
15 approving or denying Claims, under Lead Counsel's supervision and subject to the
16 jurisdiction of the Court. Other than Defendant Banc's obligation to provide its
17 securities holders records as provided in ¶5.2 below, the Released Defendant Parties
18 and Defendant Banc's Counsel shall have no responsibility for or interest in
19 whatsoever with respect to the administration of the Settlement or the actions or
20 decisions of the Claims Administrator, and shall have no liability whatsoever to the
21 Releasing Plaintiff Parties, including Lead Plaintiff, any other Class Member, or Lead
22 Counsel, in connection with such administration, including, but not limited to, with
23 respect to: (i) any act, omission, or determination by Lead Counsel, the Escrow Agent,
24 and/or the Claims Administrator, or any of their respective designees or agents, in
25 connection with the administration of the Settlement or otherwise; (ii) the
26 management or investment of the Settlement Fund or the Net Settlement Fund, or the
27 distribution of the Net Settlement Fund; (iii) the Plan of Allocation; (iv) the
28 determination, administration, calculation, or payment of any claims asserted against

1 the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the
2 Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or
3 costs incurred with the taxation of the Settlement Fund or the filing of any federal,
4 state, or local returns. Defendant Banc's Counsel shall cooperate in the administration
5 of the Settlement to the extent reasonably necessary to effectuate its terms.

6 5.2 In accordance with the terms of the Preliminary Approval Order, Lead
7 Counsel shall cause the Claims Administrator to mail the Notice and Claim Form to
8 those Members of the Class as may be identified through reasonable effort. Lead
9 Counsel shall also cause the Claims Administrator to have the Summary Notice
10 published in accordance with the terms of the Preliminary Approval Order to be
11 entered by the Court. For the purposes of identifying and providing notice to the
12 Class, within twenty (20) business days following the Settling Parties' execution of
13 this Stipulation, Defendant Banc shall provide or cause to be provided to the Claims
14 Administrator in electronic format (at no cost to the Settlement Fund, Lead Counsel or
15 the Claims Administrator) the names and addresses of Persons who purchased or
16 acquired Banc common stock during the Class Period, as listed on Banc's shareholder
17 transfer records, in electronic form, such as Excel.

18 5.3 The Claims Administrator, subject to such supervision and direction of
19 the Court as may be necessary or as circumstances may require, shall administer and
20 calculate the Claims submitted by Class Members and shall oversee distribution of the
21 Net Settlement Fund to Authorized Claimants.

22 5.4 The Settlement Fund shall be applied as follows:

23 (a) to pay all Notice and Administration Expenses as described in ¶2.8
24 hereof;

25 (b) to pay the Taxes and Tax Expenses as described in ¶2.10 hereof;

26 (c) to pay the Fee and Expense Award to Lead Counsel and to award
27 Lead Plaintiff an amount pursuant to 15 U.S.C. §78u-4(a)(4) for its representation of
28 the Class, if and to the extent allowed by the Court; and

1 (d) after the Effective Date, to distribute the Net Settlement Fund to
2 Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the
3 Court.

4 5.5 After the Effective Date, and in accordance with the terms of the
5 Stipulation, the Plan of Allocation, or such further approval and further order(s) of the
6 Court as may be necessary or as circumstances may require, the Net Settlement Fund
7 shall be distributed to Authorized Claimants, subject to and in accordance with the
8 following.

9 5.6 Within ninety (90) days after the mailing of the Notice or such other time
10 as may be set by the Court, each Person claiming to be an Authorized Claimant shall
11 be required to submit to the Claims Administrator a completed Proof of Claim and
12 Release, substantially in the form of Exhibit A-2 attached hereto, signed under penalty
13 of perjury and supported by such documents as are specified in the Proof of Claim and
14 Release.

15 5.7 The Claims Administrator shall receive Claims and determine first,
16 whether the Claim is a valid Claim, in whole or in part, and second, each Authorized
17 Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized
18 Claimant's Recognized Claim compared to the total Recognized Claims of all
19 Authorized Claimants (as set forth in the Plan of Allocation set forth in the Notice
20 attached hereto as Exhibit A-1, or in such other plan of allocation as the Court
21 approves).

22 5.8 Except as otherwise ordered by the Court, all Class Members who fail to
23 timely submit a valid Proof of Claim and Release within such period, or such other
24 period as may be ordered by the Court, or otherwise allowed, shall be forever barred
25 from receiving any payments pursuant to the Stipulation and the Settlement set forth
26 herein, but will in all other respects be subject to and bound by the provisions of the
27 Stipulation, the releases contained herein, and the Judgment. Notwithstanding the
28 foregoing, Lead Counsel shall have the discretion (but not an obligation) to accept

1 late-submitted claims for processing by the Claims Administrator so long as the
2 distribution of the Net Settlement Fund to Authorized Claimants is not materially
3 delayed thereby, but will bear no liability for failing to accept such late claims.

4 5.9 Proofs of Claim and Release that do not meet the submission
5 requirements may be rejected. Prior to rejection of a Proof of Claim and Release, the
6 Claims Administrator shall communicate with Claimants in order to remedy the
7 curable deficiencies in the Proofs of Claim and Release submitted. The Claims
8 Administrator, under supervision of Lead Counsel, if necessary, shall notify, in a
9 timely fashion and in writing, all Claimants whose Proofs of Claim and Release it
10 proposes to reject in whole or in part, setting forth the reasons therefore, and shall
11 indicate in such notice that the Claimant whose Claim is to be rejected has the right to
12 a review by the Court if the Claimant so desires and complies with the requirements of
13 ¶5.11 below.

14 5.10 If any Claimant whose Claim has been rejected in whole or in part desires
15 to contest such rejection, the Claimant must, within twenty (20) calendar days after
16 the mailing of the notice required in ¶5.10 above, or a shorter period of time if the
17 Claim was untimely, serve upon the Claims Administrator a notice and statement of
18 reasons indicating the Claimant's grounds for contesting the rejections along with any
19 supporting documentation, and requesting a review thereof by the Court. If a dispute
20 concerning a Claim cannot otherwise be resolved, Lead Counsel shall thereafter
21 present the request for review to the Court. Defendant Banc shall not take a position
22 on the administrative determinations of the Claims Administrator.

23 5.11 Each Claimant who submits a Proof of Claim and Release shall be
24 deemed to have submitted to the jurisdiction of the Court with respect to the
25 Claimant's Claim, including, but not limited to, all releases provided herein and in the
26 Judgment, and the Claim will be subject to investigation and discovery under the
27 Federal Rules of Civil Procedure, provided that such investigation and discovery shall
28 be limited to that Claimant's status as a Class Member and the validity and amount of

1 the Claimant's Claim. No discovery shall be allowed on the merits of the Litigation or
2 settlement in connection with the processing of the Claims. All proceedings with
3 respect to the administration, processing and determination of Claims and the
4 determination of all controversies relating thereto, including disputed questions of law
5 and fact with respect to the validity of Claims, shall be subject to the jurisdiction of
6 the Court, but shall not in any event delay or affect the finality of the Judgment. All
7 Class Members, other Claimants, and parties to this Settlement expressly waive trial
8 by jury (to the extent any such right may exist) and any right of appeal or review with
9 respect to such determinations.

10 5.12 Payment pursuant to this Stipulation and Plan of Allocation shall be
11 deemed final and conclusive against all Claimants. All Class Members whose Claims
12 are not approved shall be barred from participating in a distribution from the Net
13 Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation
14 and the Settlement, including the terms of the Judgment to be entered in the Litigation
15 and the releases provided for herein, and shall be banned from bringing any action
16 against the Released Defendant Parties concerning the Released Plaintiff's Claims.

17 5.13 Following the Effective Date, the Net Settlement Fund shall be
18 distributed to the Authorized Claimants substantially in accordance with the Plan of
19 Allocation approved by the Court. No distributions will be made to Authorized
20 Claimants who would otherwise receive a distribution of less than \$10.00. If there is
21 any balance remaining in the Net Settlement Fund after a reasonable period of time
22 after the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall,
23 if feasible, reallocate such balance among Authorized Claimants who negotiated the
24 checks sent in the initial distribution and who would receive a minimum of \$10.00.
25 These redistributions shall be repeated until the balance remaining in the Net
26 Settlement Fund is *de minimis*. Thereafter, any balance which still remains in the Net
27 Settlement Fund shall be donated to Orange County Public Law Center.

28

1 5.14 The Released Defendant Parties shall have no responsibility for, interest
2 in, or liability whatsoever with respect to the distribution of the Net Settlement Fund,
3 the Plan of Allocation, the determination, administration, or calculation of Claims, the
4 payment or withholding of Taxes or Tax Expenses, or any losses incurred in
5 connection therewith. No Person shall have any claim of any kind against the
6 Released Defendant Parties with respect to the matters set forth in ¶¶5.1-5.14 hereof;
7 and the Releasing Plaintiff Parties, including the Class Members, Lead Plaintiff, and
8 Lead Counsel, release the Released Defendant Parties from any and all liability and
9 claims arising from or with respect to the administration, investment or distribution of
10 the Settlement Fund.

11 5.15 No Person shall have any claim against Lead Plaintiff, Lead Counsel or
12 the Claims Administrator, or any other Person designated by Lead Counsel based on
13 determinations or distributions made substantially in accordance with the Stipulation
14 and the Settlement contained herein, the Plan of Allocation, or further order(s) of the
15 Court.

16 5.16 It is understood and agreed by the Settling Parties that any proposed Plan
17 of Allocation of the Net Settlement Fund, including, but not limited to, any
18 adjustments to an Authorized Claimant's Claim set forth therein, is not a part of the
19 Stipulation and is to be considered by the Court separately from the Court's
20 consideration of the fairness, reasonableness, and adequacy of the Settlement set forth
21 in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall
22 not operate to terminate or cancel the Stipulation or affect the finality of the Court's
23 Judgment approving the Stipulation and the Settlement set forth herein.

24 **6. Lead Counsel's Attorneys' Fees and Expenses**

25 6.1 Lead Counsel will submit a Fee and Expense Application on behalf of all
26 Plaintiffs' Counsel for: (a) an award of attorneys' fees; plus (b) expenses or charges in
27 connection with prosecuting the Litigation; plus (c) any interest on such attorneys'
28 fees and expenses at the same rate and for the same periods as earned by the

1 Settlement Fund (until paid) as may be awarded by the Court. Lead Counsel reserves
2 the right to make additional applications for fees and expenses incurred. In addition,
3 Lead Plaintiff may also submit a request for an award pursuant to 15 U.S.C. §78u-
4 4(a)(4) for its representation of the Class.

5 6.2 The amount of attorneys' fees and expenses awarded by the Court is
6 within the sole discretion of the Court. Any attorneys' fees and expenses awarded by
7 the Court shall be paid from the Settlement Fund to Lead Counsel immediately upon
8 entry of the Judgment and an Order awarding such attorneys' fees and expenses,
9 notwithstanding the existence of any timely filed objections thereto or to the
10 Settlement, or potential for appeal therefrom, or collateral attack on the awarded fees
11 and expenses, the Settlement, or any part thereof. Lead Counsel shall allocate any
12 Court-awarded attorneys' fees and expenses among other Plaintiffs' Counsel in a
13 manner in which it in good faith believes reflects the contributions of such counsel to
14 the initiation, prosecution, and resolution of the Litigation.

15 6.3 In the event that the Effective Date does not occur, or the Judgment or the
16 order making the Fee and Expense Award is reversed or modified, or the Stipulation is
17 canceled or terminated for any other reason, and such reversal, modification,
18 cancellation or termination becomes Final and not subject to review, and in the event
19 that the Fee and Expense Award has been paid to any extent, then: (a) Lead Counsel
20 with respect to the entire Fee and Expense Award, and (b) such of Plaintiffs' Counsel
21 who have received any portion of the Fee and Expense Award shall within thirty (30)
22 business days from receiving notice from the Defendant Banc's counsel or from a
23 court of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses
24 previously paid to them from the Settlement Fund plus interest thereon at the same
25 rate as earned on the Settlement Fund in an amount consistent with such reversal or
26 modification. Each such Plaintiffs' Counsel's law firm receiving fees and expenses,
27 as a condition of receiving such fees and expenses, on behalf of itself and each partner
28 and/or shareholder of it, agrees that the law firm and its partners and/or shareholders

1 are subject to the jurisdiction of the Court for the purpose of enforcing the provisions
2 of this paragraph.

3 6.4 The procedure for and the allowance or disallowance by the Court of any
4 applications by Lead Counsel for attorneys' fees and expenses, or the expenses of
5 Lead Plaintiff, to be paid out of the Settlement Fund, are not part of the Settlement set
6 forth in the Stipulation, and are to be considered by the Court separately from the
7 Court's consideration of the fairness, reasonableness, and adequacy of the Settlement
8 set forth in the Stipulation, and shall have no effect on the terms of the Stipulation or
9 on the validity or enforceability of this Settlement. The approval of the Settlement,
10 and it becoming Final, shall not be contingent on the award of attorneys' fees and
11 expenses, any award to Lead Plaintiff or Lead Counsel, nor any appeals to such
12 awards. Lead Plaintiff and Lead Counsel may not cancel or terminate the Stipulation
13 or the Settlement in accordance with ¶¶7.1-7.9 or otherwise based on the Court's or
14 any appellate court's ruling with respect to fees and expenses in the Litigation.

15 6.5 Any fees and/or expenses awarded by the Court shall be paid solely from
16 the Settlement Fund. The Released Defendant Parties shall have no responsibility for
17 any payment of attorneys' fees and/or expenses to Lead Counsel, Plaintiffs' Counsel,
18 or any other plaintiffs and counsel.

19 6.6 The Released Defendant Parties shall have no responsibility for the
20 allocation among Plaintiffs' Counsel, any other counsel who have represented one or
21 more plaintiffs in the Litigation, and/or any other Person who may assert some claim
22 thereto, of any Fee and Expense Award that the Court may make in the Litigation.

23 **7. Conditions of Settlement, Effect of Disapproval,**
24 **Cancellation or Termination**

25 7.1 The Effective Date of the Settlement and the Sugarman Dismissal shall
26 be the first business day on which all of the following shall have occurred or been
27 waived:
28

1 (a) the Settlement Amount has been deposited into the Escrow
2 Account;

3 (b) the Court has entered the Preliminary Approval Order, as required
4 by ¶3.2 hereof;

5 (c) the Court has entered the Judgment, or a judgment substantially in
6 the form of Exhibit B attached hereto, following notice to the Class and the Settlement
7 Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure;

8 (d) the Court has entered the dismissal with prejudice of Sugarman;

9 (e) Defendant Banc has not exercised its option to terminate the
10 Stipulation pursuant to ¶7.3 hereof;

11 (f) the Judgment has become Final, as defined in ¶1.17 hereof; and

12 (g) the Court's dismissal, with prejudice, of Sugarman has become
13 Final, as defined in ¶1.17 hereof.

14 7.2 This is not a claims made settlement. Upon the Effective Date, the
15 Released Defendant Parties, including Defendant Banc, Defendant's insurers, and/or
16 any other Person funding the Settlement on their behalf, shall have no interest in the
17 Settlement Fund or in the Net Settlement Fund, shall not have any right to the return
18 of the Settlement Fund or any portion thereof for any reason, and shall not have
19 liability should Claims made exceed the amount available in the Settlement Fund for
20 payment of such Claims. The Released Defendant Parties shall not be liable for the
21 loss of any portion of the Settlement Fund, nor have any liability, obligation, or
22 responsibility for the payment of Claims, Taxes, legal fees, or any other expenses
23 payable from the Settlement Fund. If the conditions specified in ¶7.1 hereof are not
24 met, then the Stipulation shall be canceled and terminated subject to ¶7.4 hereof
25 unless Lead Counsel and Defendant Banc's Counsel mutually agree in writing to
26 proceed with the Stipulation.

27 7.3 If prior to the Settlement Hearing, the aggregate number of shares of
28 Banc common stock purchased or acquired during the Class Period by Persons who

1 would otherwise be Class Members, but who request exclusion from the Class,
2 exceeds the sum specified in a separate supplemental agreement between Lead
3 Plaintiff and Defendant Banc (the “Supplemental Agreement”), Defendant Banc shall
4 have the discretion to withdraw from or terminate this Stipulation in accordance with
5 the procedures set forth in the Supplemental Agreement. The Settling Parties agree to
6 maintain the confidentiality of the Supplemental Agreement, which shall not be filed
7 with the Court unless a dispute arises as to its terms, or as otherwise ordered by the
8 Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered
9 by the Court. If required by the Court, the Supplemental Agreement and/or any of its
10 terms may be disclosed *in camera* to the Court for purposes of approval of the
11 Settlement, but such disclosure shall be carried out to the fullest extent possible in
12 accordance with the practices of the Court so as to preserve the confidentiality of the
13 Supplemental Agreement, particularly the threshold aggregate number of shares.

14 7.4 Defendant Banc and Lead Plaintiff shall each have the right to terminate
15 the Settlement and this Stipulation by providing written notice of their election to do
16 so to all other counsel of the Settling Parties within thirty (30) days of:

17 (a) the Court’s final non-appealable refusal to enter the Preliminary
18 Approval Order or any material part of it;

19 (b) the Settlement Amount not being timely funded when Lead
20 Counsel has complied with ¶2.2 hereof;

21 (c) the Court’s final non-appealable refusal to approve this Stipulation
22 or any material part of it;

23 (d) the Court’s final non-appealable refusal to enter the proposed
24 Judgment or any material part of it;

25 (e) The Court’s final non-appealable refusal to enter the dismissal,
26 with prejudice, of Sugarman; or

27
28

1 (f) the Judgment being modified or reversed in any material respect by
2 a Final order of the Court, the United States Court of Appeals, or the Supreme Court
3 of the United States.

4 For the avoidance of doubt, no order of the Court or modification or reversal on
5 appeal of any order of the Court concerning the Plan of Allocation or the amount of
6 any attorneys' fees, expenses, and interest awarded by the Court to Lead Counsel or
7 expenses to Lead Plaintiff shall operate to terminate or cancel this Stipulation or
8 constitute grounds for cancellation or termination of the Stipulation.

9 7.5 Unless otherwise ordered by the Court, in the event the Settlement is not
10 approved or the Settlement is terminated, canceled, or fails to become effective for
11 any reason, within thirty (30) business days after joint written notification of such
12 event is sent by Defendant Banc's Counsel and Lead Counsel to the Escrow Agent,
13 the Settlement Fund (including accrued interest), less expenses which have either been
14 disbursed pursuant to ¶¶2.8 and 2.10 hereof, or are chargeable to the Settlement Fund
15 pursuant to ¶¶2.8 and 2.10 hereof, shall be refunded by the Escrow Agent pursuant to
16 written instructions from Defendant Banc's Counsel. The Escrow Agent or its
17 designee shall apply for any tax refund owed on the Settlement Amount and pay the
18 proceeds, after deduction of any fees or expenses incurred in connection with such
19 application(s) for refund, pursuant to written instructions from Defendant Banc's
20 Counsel. In the event that the funds received by Lead Counsel consistent with ¶6.2
21 above have not been refunded to the Settlement Fund within the thirty (30) business
22 days specified in this paragraph, those funds shall be refunded by the Escrow Agent
23 pursuant to written instructions from Defendant Banc's Counsel immediately upon
24 their deposit into the Escrow Account consistent with ¶6.3 above.

25 7.6 In the event that the Stipulation is not approved by the Court or the
26 Settlement set forth in the Stipulation is terminated or fails to become effective in
27 accordance with its terms, the Settling Parties shall be restored to their respective
28 positions in the Litigation as of September 18, 2019. In such event, the terms and

1 provisions of the Stipulation and any aspect of the discussions or negotiations leading to
2 this Stipulation, with the exception of ¶¶2.8, 2.10, 2.11, 6.3, 7.5-7.7, 8.4, and 8.6 hereof,
3 shall not be admissible in this Litigation and shall not be used against or to the prejudice
4 of Defendant Banc or against or to the prejudice of Lead Plaintiff, in any court filing,
5 deposition, at trial, or otherwise, and any judgment or order entered by the Court in
6 accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

7 7.7 If the Effective Date does not occur, or if the Stipulation is terminated
8 pursuant to its terms, neither Lead Plaintiff nor any of its counsel shall have any
9 obligation to repay any amounts disbursed pursuant to ¶¶2.8 or 2.10. In addition, any
10 expenses already incurred pursuant to ¶¶2.8 or 2.10 hereof at the time of such
11 termination or cancellation but which have not been paid, shall be paid by the Escrow
12 Agent in accordance with the terms of the Stipulation prior to the balance being
13 refunded in accordance with ¶¶2.11 and 7.5 hereof.

14 7.8 Defendant Banc warrants as to itself that, as to the payments made by or
15 on behalf of it, at the time of such payment that Defendant Banc made or caused to be
16 made pursuant to ¶2.2 hereof, it was not insolvent, nor will the payment required to be
17 made by or on behalf of it render Defendant Banc insolvent, within the meaning of
18 and/or for the purposes of the United States Bankruptcy Code, including §§101 and
19 547 thereof. This warranty is made by Defendant Banc and not by Defendant Banc's
20 Counsel.

21 7.9 If, before the Settlement becomes Final, Defendant Banc files for
22 protection under the Bankruptcy Code or any similar law or a trustee, receiver,
23 conservator, or other fiduciary is appointed under Bankruptcy, and in the event of a
24 final order of a court of competent jurisdiction, not subject to any further proceedings,
25 determining the transfer of the Settlement Fund, or any portion thereof, by or on
26 behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or
27 similar transaction under Title 11 of the United States Code (Bankruptcy) or
28 applicable state law and any portion thereof is required to be refunded and such

1 amount is not promptly deposited in the Settlement Fund by or on behalf of any other
2 Defendant, then, at the election of Lead Plaintiff, the Settlement may be terminated
3 and the releases given and the Judgment entered in favor of Defendant Banc pursuant
4 to the Settlement shall be null and void. In such instance, the Settling Parties shall be
5 restored to their respective positions in the Litigation as of September 18, 2019.

6 **8. Miscellaneous Provisions**

7 8.1 The Settling Parties: (a) acknowledge that it is their intent to consummate
8 this agreement; and (b) agree to cooperate to the extent reasonably necessary to
9 effectuate and implement all terms and conditions of the Stipulation and to exercise
10 their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

11 8.2 The Settling Parties intend the Settlement to be the full, final, and
12 complete resolution of all claims asserted or that could have been asserted by the
13 Settling Parties with respect to the Litigation, Released Plaintiff's Claims and
14 Released Defendant's Claims. The Settlement compromises claims which are
15 contested and shall not be deemed an admission by any Settling Party as to the merits
16 of any claim or defense. Pursuant to 15 U.S.C. §78u-4(c)(1), the Final Judgment will
17 contain a finding that, during the course of the Litigation, the Settling Parties and their
18 respective counsel at all times complied with the requirements of Federal Rule of
19 Civil Procedure 11 in connection with the maintenance, prosecution, defense, and
20 settlement of the Litigation and shall not make any application for sanctions, pursuant
21 to Rule 11 or other court rule or statute, with respect to any claim or defense in this
22 Litigation. The Settling Parties agree that the Settlement Amount and the other terms
23 of the Settlement were negotiated at arm's length and in good faith by the Settling
24 Parties, and reflect a settlement that was reached voluntarily based upon adequate
25 information and after consultation with competent legal counsel. The Settling Parties
26 reserve their right to rebut, in a manner that such party determines to be appropriate,
27 any contention made in any public forum regarding the Litigation, including that the
28 Litigation was brought or defended in bad faith or without a reasonable basis.

1 8.3 The Settling Parties shall, in good faith, endeavor to communicate the
2 terms of the Settlement, if at all, in a manner that is respectful of the fact that no final
3 adjudication of fault was determined by a court or a jury.

4 8.4 Except as set forth in ¶8.5 below, this Stipulation, whether or not
5 consummated, and whether or not approved by the Court, and any discussions,
6 negotiations, proceedings, or agreements relating to the Stipulation, the Settlement,
7 and any matters arising in connection with settlement discussions or negotiations,
8 proceedings, or agreements, shall not be offered or received against or to the prejudice
9 of the Settling Parties or their respective counsel, for any purpose other than in an
10 action to enforce the terms hereof, and in particular:

11 (a) do not constitute, and shall not be offered or received against or to
12 the prejudice of Defendant Banc as evidence of, or construed as, or deemed to be
13 evidence of any presumption, concession or admission by Defendant Banc with
14 respect to the truth of any allegation by Lead Plaintiff and the Class or the validity of
15 any claim that has been or could have been asserted in the Litigation or in any
16 litigation, including, but not limited to, the Released Plaintiff's Claims, or of any
17 liability, damages, negligence, fault or wrongdoing of Defendant Banc or any person
18 or entity whatsoever;

19 (b) do not constitute, and shall not be offered or received against or to
20 the prejudice of Defendant Banc as evidence of a presumption, concession, or
21 admission of any fault, misrepresentations, or omission with respect to any statement
22 or written document approved or made by Defendant Banc, or against or to the
23 prejudice of Lead Plaintiff or any other Class Members as evidence of any infirmity in
24 the claims of Lead Plaintiff or the other Class Members;

25 (c) do not constitute, and shall not be offered or received against or to
26 the prejudice of Defendant Banc, Lead Plaintiff, any other Class Members, or their
27 respective counsel, as evidence of a presumption, concession or admission with
28 respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any

1 way referred to for any other reason against or to the prejudice of any of the Settling
2 Parties, in any other civil, criminal, or administrative action or proceeding, other than
3 such proceedings as may be necessary to effectuate the provisions of this Stipulation;

4 (d) do not constitute, and shall not be construed as, or offered or
5 received against or to the prejudice of Defendant Banc, Lead Plaintiff, or any other
6 Class Members, as evidence of a presumption, concession, or admission that the
7 consideration to be given hereunder represents the amount which could be or would
8 have been recovered after trial;

9 (e) do not constitute, and shall not be construed as, or offered or
10 received against or to the prejudice of Defendant Banc, Lead Plaintiff, or any other
11 Class Members, as evidence of a presumption, concession, or admission that any of
12 their claims are without merit or infirm or that damages recoverable under the
13 Consolidated Complaint would not have exceeded the Settlement Amount.

14 8.5 Defendant Banc or any other Released Defendant Party may file this
15 Stipulation and/or the Judgment in any action that may be brought against it in order
16 to support a defense or counterclaim based on principles of *res judicata*, collateral
17 estoppel, release, statute of limitations, statute of repose, good-faith settlement,
18 judgment bar or reduction, or any theory of claim preclusion or issue preclusion or
19 similar defense or counterclaim, or to effectuate any liability protection granted them
20 under any applicable insurance policy. The Settling Parties may file this Stipulation
21 and/or the Judgment in any action that may be brought to enforce the terms of this
22 Stipulation and/or the Judgment. All Settling Parties submit to the jurisdiction of the
23 Court for purposes of implementing and enforcing the Settlement.

24 8.6 All agreements made and orders entered during the course of the
25 Litigation relating to the confidentiality of information shall survive this Stipulation.

26 8.7 All of the Exhibits to the Stipulation, and the Supplemental Agreement,
27 are material and integral parts hereof and are fully incorporated herein by this
28 reference.

1 8.8 The Stipulation, along with its Exhibits and the Supplemental Agreement,
2 may be amended or modified only by a written instrument signed by or on behalf of
3 all Settling Parties or their respective successors-in-interest.

4 8.9 The waiver by one Settling Party of any breach of this Stipulation by any
5 other Settling Party shall not be deemed a waiver of any other prior or subsequent
6 breach of this Stipulation.

7 8.10 The Stipulation, its Exhibits, and the Supplemental Agreement constitute
8 the entire agreement among the Settling Parties and no representations, warranties or
9 inducements have been made to any party concerning the Stipulation or its Exhibits
10 other than the representations, warranties, and covenants contained and memorialized
11 in such documents.

12 8.11 Lead Counsel, on behalf of the Class, is expressly authorized by Lead
13 Plaintiff to take all appropriate action required or permitted to be taken by the Class
14 pursuant to the Stipulation to effectuate its terms and also is expressly authorized to
15 enter into any modifications or amendments to the Stipulation on behalf of the Class
16 which it deems appropriate.

17 8.12 All counsel and any other person executing this Stipulation, its Exhibits,
18 the Supplemental Agreement, or any related Settlement document, warrant and
19 represent that they have the full authority to do so, and that they have the authority to
20 take appropriate action required or permitted to be taken pursuant to the Stipulation to
21 effectuate its terms, without requiring additional consent, approval, or authorization of
22 any other Person, board, entity, tribunal, or other regulatory or governmental
23 authority.

24 8.13 The Stipulation may be executed in one or more counterparts. All
25 executed counterparts and each of them shall be deemed to be one and the same
26 instrument. A complete set of executed counterparts shall be filed with the Court.
27 Signatures sent by facsimile or pdf'd via e-mail shall be deemed originals.
28

1 8.14 This Stipulation shall be binding when signed, but the Settlement shall be
2 effective upon the entry of the Judgment and the payment in full of the Settlement
3 Amount, subject only to the condition that the Effective Date will have occurred.

4 8.15 The Stipulation shall be binding upon, and inure to the benefit of, the
5 successors and assigns of the Settling Parties hereto.

6 8.16 The headings herein are used for the purpose of convenience only and are
7 not meant to have legal effect.

8 8.17 The administration and consummation of the Settlement as embodied in
9 this Stipulation shall be under the authority of the Court, and the Court shall retain
10 jurisdiction for the purpose of entering orders providing for awards of attorneys' fees
11 and any expenses, and implementing and enforcing the terms of this Stipulation.

12 8.18 Pending approval of the Court of the Stipulation and its Exhibits, all
13 proceedings in this Litigation shall be stayed and all Members of the Class shall be
14 barred and enjoined from prosecuting any of the Released Plaintiff's Claims against
15 any of the Released Defendant Parties.

16 8.19 This Stipulation, its Exhibits, and the Supplemental Agreement shall be
17 considered to have been negotiated, executed and delivered, and to be wholly
18 performed, in the State of California. The construction, interpretation, operation,
19 effect, and validity of this Stipulation, its Exhibits, the Supplemental Agreement, and
20 all documents necessary to effectuate them, shall be governed by the internal,
21 substantive laws of the State of California without giving effect to that State's choice-
22 of-law principles, except to the extent that federal law requires that federal law
23 govern.

24 8.20 This Stipulation shall not be construed more strictly against one Settling
25 Party than another merely by virtue of the fact that it, or any part of it, may have been
26 prepared by counsel for one of the Settling Parties, it being recognized that it is the
27 result of arm's-length negotiations among the Settling Parties, and all Settling Parties
28 have contributed substantially and materially to the preparation of this Stipulation.

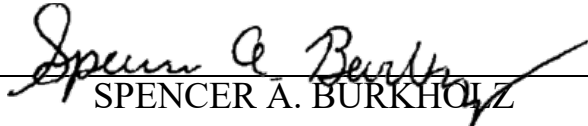
1 8.21 Nothing in the Stipulation, or the negotiations relating thereto, is intended
2 to or shall be deemed to constitute a waiver of any applicable privilege or immunity,
3 including, without limitation, attorney-client privilege, joint defense privilege, or work
4 product protection.

5 8.22 Unless otherwise provided, the Settling Parties may agree to reasonable
6 extensions of time to carry out any of the provisions of this Stipulation without further
7 order of the Court.

8 8.23 Except as otherwise provided herein, each party shall bear its own costs.

9 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be
10 executed, by their duly authorized attorneys, dated October 28, 2019.

11 ROBBINS GELLER RUDMAN
12 & DOWD LLP
13 SPENCER A. BURKHOLZ
14 LAURIE L. LARGENT
15 ROBERT R. HENSSLER JR.
16 MATTHEW I. ALPERT
17 ERIKA OLIVER

18 
19 SPENCER A. BURKHOLZ

20 655 West Broadway, Suite 1900
21 San Diego, CA 92101
22 Telephone: 619/231-1058
23 619/231-7423 (fax)

24 Lead Counsel for Plaintiff

25 MORRISON & FOERSTER LLP
26 MARK R. McDONALD
27 ROBERT B. HUBBELL

28

ROBERT B. HUBBELL

707 Wilshire Blvd., Suite 6000
Los Angeles, CA 90017-3543
Telephone: 213/892-5200
213/892-5454 (fax)

Attorney for Defendant Banc of California, Inc.

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2 to or shall be deemed to constitute a waiver of any applicable privilege or immunity,
3 including, without limitation, attorney-client privilege, joint defense privilege, or work
4 product protection.

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6 extensions of time to carry out any of the provisions of this Stipulation without further
7 order of the Court.

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10 executed, by their duly authorized attorneys, dated October 28, 2019.

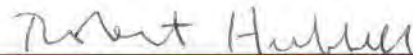
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24 Lead Counsel for Plaintiff

25 MORRISON & FOERSTER LLP
26 MARK R. McDONALD
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Attorney for Defendant Banc of California, Inc.

INDEX OF EXHIBITS TO STIPULATION OF SETTLEMENT

DOCUMENT	EXHIBIT
[Proposed] Order Preliminarily Approving Settlement and Providing for Notice	A
Notice of Pendency and Proposed Settlement of Class Action	A-1
Proof of Claim and Release	A-2
Summary Notice	A-3
[Proposed] Final Judgment and Order of Dismissal with Prejudice	B

EXHIBIT A

1 ROBBINS GELLER RUDMAN
& DOWD LLP
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9 Lead Counsel for Plaintiff

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 In re BANC OF CALIFORNIA
14 SECURITIES LITIGATION

) No. SACV 17-00118 AG (DFMx)
) consolidated with
) SACV 17-00138 AG (DFMx)

) CLASS ACTION

16
17 This Document Relates To:

18 ALL ACTIONS.
19

) [PROPOSED] ORDER
) PRELIMINARILY APPROVING
) SETTLEMENT AND PROVIDING
) FOR NOTICE

) EXHIBIT A
20
21
22
23
24
25
26
27
28

1 WHEREAS, an action is pending before this Court entitled *In re Banc of*
2 *California Securities Litigation*, No. SACV 17-00118 AG (DFMx) consolidated with
3 SACV 17-00138 AG (DFMx) (the “Litigation”);

4 WHEREAS, the parties having made application, pursuant to Federal Rule of
5 Civil Procedure 23(e), for an order preliminarily approving the settlement of this
6 Litigation, in accordance with a Stipulation of Settlement dated October 28, 2019 (the
7 “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms
8 and conditions for a proposed settlement of the Litigation and for dismissal of the
9 Litigation with prejudice upon the terms and conditions set forth therein; and the
10 Court having read and considered the Stipulation and the Exhibits annexed thereto;
11 and

12 WHEREAS, unless otherwise defined, all terms used herein have the same
13 meanings as set forth in the Stipulation.

14 NOW, THEREFORE, IT IS HEREBY ORDERED:

15 1. After a preliminary review, the Settlement appears to be fair, reasonable,
16 and adequate. The Settlement: (a) resulted from arm’s-length negotiations overseen
17 by an experienced mediator; and (b) is sufficient to warrant (i) notice thereof as set
18 forth below; and (ii) a full hearing on the Settlement. Accordingly, the Court does
19 hereby preliminarily approve the Stipulation and the Settlement set forth therein,
20 subject to further consideration at the Settlement Hearing described below.

21 2. A hearing (the “Settlement Hearing”) shall be held before this Court on
22 _____, 2020, at __: __ .m. [a date that is at least 100 days from the date of this
23 Order], at the United States District Court for the Central District of California,
24 Southern Division, Ronald Reagan Federal Building and U.S. Courthouse, 411 West
25 Fourth Street, Courtroom 10D, Santa Ana, CA 92701, for the following purposes:

26 (a) to determine whether the Settlement is fair, reasonable, and
27 adequate, and should be approved by the Court;

28

1 (b) to finally determine whether Judgment as provided under the
2 Stipulation should be entered, dismissing the Consolidated Complaint on the merits
3 and with prejudice, and to determine whether the release by the Class of the Released
4 Defendant Parties as set forth in the Stipulation, should be ordered, along with a
5 permanent injunction barring efforts to bring any Released Plaintiff's Claims or
6 Released Defendant's Claims extinguished by the Settlement;

7 (c) to finally determine whether the proposed Plan of Allocation for
8 the distribution of the Net Settlement Fund is fair and reasonable and should be
9 approved by the Court;

10 (d) to consider the application of Lead Counsel for an award of
11 attorneys' fees and expenses, and any application for an award to Lead Plaintiff;

12 (e) to consider Class Members' objections, if any, to the Settlement,
13 Plan of Allocation or application for fees and expenses; and

14 (f) to rule upon such other matters as the Court may deem appropriate.

15 3. The Court may adjourn the Settlement Hearing without further notice to
16 the Members of the Class, and reserves the right to approve the Settlement with such
17 modifications as may be agreed upon or consented to by the parties and without further
18 notice to the Class where to do so would not impair Class Members' rights in a manner
19 inconsistent with Rule 23 and due process of law. The Court further reserves the right
20 to enter its Judgment approving the Settlement and dismissing the Consolidated
21 Complaint, on the merits and with prejudice, regardless of whether it has approved the
22 Plan of Allocation or awarded attorneys' fees and expenses or made an award to Lead
23 Plaintiff.

24 4. The Court approves, as to form and content, the Notice of Pendency and
25 Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release
26 form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits
27 A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the
28 Notice and publishing of the Summary Notice, substantially in the manner and form

1 set forth in ¶¶7-8 of this Order, meet the requirements of Federal Rule of Civil
2 Procedure 23 and due process, Section 21D of the Securities Exchange Act of 1934,
3 15 U.S.C. §78u-4(a)(7), as amended by the PSLRA, the rules of this Court, and any
4 other applicable law, and is the best notice practicable under the circumstances and
5 shall constitute due and sufficient notice to all Persons entitled thereto.

6 5. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby
7 appointed to supervise and administer the notice procedure as well as the processing
8 of claims as more fully set forth below.

9 6. Defendant Banc shall provide, or cause to be provided, to the Claims
10 Administrator, at no cost to Lead Plaintiff, the Settlement Fund, Lead Counsel or the
11 Claims Administrator, within twenty (20) business days after execution of the
12 Stipulation, the names and addresses of Persons who purchased or acquired Banc
13 common stock during the period from April 15, 2016 through January 20, 2017,
14 inclusive, as listed on Banc’s shareholder transfer records. Defendant shall provide
15 this documentation in an electronic searchable form, such as Excel. In no event shall
16 the Defendants or any of the Released Defendant Parties have any responsibility for
17 the administration of the Settlement, and neither the Defendants nor any of the
18 Released Defendant Parties shall have any obligation or liability to the Lead Plaintiff,
19 Lead Counsel, or the Class in connection with such administration.

20 7. Lead Counsel, through the Claims Administrator, shall commence
21 mailing the Notice and Proof of Claim, substantially in the forms annexed hereto,
22 within ten (10) business days after the Court signs this Order (the “Notice Date”), or
23 by _____, 2019, by first-class mail to all Class Members who can be identified
24 with reasonable effort, and to be posted on the Settlement website at
25 www.BancOfCaliforniaSecuritiesSettlement.com.

26 8. Not later than seven (7) calendar days after the Notice Date, the Claims
27 Administrator shall cause the Summary Notice to be published once in the national
28 edition of *The Wall Street Journal* and once over a national newswire service.

1 9. At least seven (7) calendar days prior to the Settlement Hearing, Lead
2 Counsel shall serve on Defendant Banc’s Counsel and file with the Court proof, by
3 affidavit or declaration, of such mailing and publishing.

4 10. Lead Counsel may make non-material edits to the Notice, Proof of Claim,
5 and Summary Notice without Court approval.

6 11. Nominees who purchased or acquired Banc common stock for the
7 beneficial ownership of Class Members during the Class Period shall: (a) within seven
8 (7) calendar days of receipt of the Notice and the Proof of Claim (“Notice Packet”),
9 request from the Claims Administrator sufficient copies of the Notice Packet to
10 forward to all such beneficial owners and within seven (7) calendar days of receipt of
11 those Notice Packets forward them to all such beneficial owners; or (b) within seven
12 (7) calendar days of receipt of the Notice Packet, send a list of the names and
13 addresses of all such beneficial owners to the Claims Administrator in which event the
14 Claims Administrator shall promptly mail the Notice Packet to such beneficial
15 owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other
16 nominees solely for their reasonable out-of-pocket expenses incurred in providing
17 notice to beneficial owners who are Class Members out of the Settlement Fund, which
18 expenses would not have been incurred except for the sending of such notice, subject
19 to further order of this Court with respect to any dispute concerning such
20 compensation.

21 12. In order to be entitled to participate in the recovery from the Settlement
22 Fund after the Effective Date, each Class Member shall take the following action and
23 be subject to the following conditions:

24 (a) A properly completed and executed Proof of Claim must be
25 submitted to the Claims Administrator, at the post office box or electronic mailbox
26 indicated in the Notice and Proof of Claim, postmarked no later than ninety (90)
27 calendar days from the Notice Date. Such deadline may be further extended by Order
28 of the Court. Each Proof of Claim shall be deemed to have been submitted when

1 legibly postmarked (if properly addressed and mailed by first-class mail). Any Proof
2 of Claim submitted in any other manner shall be deemed to have been submitted when
3 it was actually received by the Claims Administrator at the address designated in the
4 Notice.

5 (b) The Proof of Claim submitted by each Class Member must satisfy
6 the following conditions: (i) it must be properly filled out, signed and submitted in a
7 timely manner in accordance with the provisions of the preceding subparagraph; (ii) it
8 must be accompanied by adequate supporting documentation for the transactions
9 reported therein, in the form of broker confirmation slips, broker account statements,
10 an authorized statement from the broker containing the transactional information
11 found in a broker confirmation slip, or such other documentation as is deemed
12 adequate by the Claims Administrator or Lead Counsel; (iii) if the person executing
13 the Proof of Claim is acting in a representative capacity, a certification of his current
14 authority to act on behalf of the Class Member must be provided with the Proof of
15 Claim; and (iv) the Proof of Claim must be complete and contain no material deletions
16 or modifications of any of the printed matter contained therein and must be signed
17 under penalty of perjury.

18 (c) Once the Claims Administrator has considered a timely submitted
19 Proof of Claim, it shall determine whether such claim is valid, deficient or rejected.
20 For each claim determined to be either deficient or rejected, the Claims Administrator
21 shall send a deficiency letter or rejection letter as appropriate, describing the basis on
22 which the claim was so determined. Persons who timely submit a Proof of Claim that
23 is deficient or otherwise rejected shall be afforded a reasonable time (at least seven (7)
24 calendar days) to cure such deficiency if it shall appear that such deficiency may be
25 cured.

26 (d) For the filing of and all determinations concerning their Proof of
27 Claim, each Class Member shall submit to the jurisdiction of the Court.
28

1 13. Any Class Member who does not timely submit a valid and timely Proof
2 of Claim within the time provided for, shall be barred from sharing in the distribution
3 of the proceeds of the Settlement Fund, but will in all other respects be subject to and
4 bound by the provisions of the Stipulation and the Judgment, if entered.
5 Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an
6 obligation) to accept late-submitted claims for processing by the Claims Administrator
7 so long as distribution of the Settlement Fund to Authorized Claimants is not
8 materially delayed thereby, but will bear no liability for failing to accept such late
9 claims.

10 14. Any Member of the Class may enter an appearance in the Litigation, at
11 their own expense, individually or through counsel of their own choice. If they do not
12 enter an appearance, they will be represented by Lead Counsel.

13 15. All Class Members shall be bound by all determinations and judgments
14 in this Litigation, whether favorable or unfavorable, unless such persons request to be
15 excluded, or “opt out,” from the Class. A Class Member wishing to be excluded from
16 the Class must submit to the Claims Administrator a request for exclusion (“Request
17 for Exclusion”), by first-class mail, such that it is postmarked no later than twenty-one
18 (21) calendar days prior to the Settlement Hearing, or _____ 20__, to the
19 address listed in the Notice. A Request for Exclusion must be signed and must legibly
20 state: (a) the name, address, and telephone number of the Person requesting exclusion;
21 (b) the number of shares of Banc common stock that the Person requesting exclusion
22 (i) owned as of the opening of trading on April 15, 2016, and (ii) purchased, acquired
23 and/or sold during the Class Period, as well as the number of shares, dates and prices
24 for each such purchase, acquisition and sale; and (c) that the Person wishes to be
25 excluded from the Class in *In re Banc of California Securities Litigation*, No. SACV
26 17-00118 AG (DFMx) consolidated with SACV 17-00138 AG (DFMx). All Persons
27 who submit valid and timely Requests for Exclusion in the manner set forth in this
28 paragraph shall have no rights under the Stipulation, shall not share in the distribution

1 of the Net Settlement Fund, and shall not be bound by the Stipulation or any Final
2 Judgment. Unless otherwise ordered by the Court, any Class Member who does not
3 submit a valid and timely written Request for Exclusion as provided by this paragraph
4 shall be bound by the Stipulation.

5 16. The Claims Administrator or Lead Counsel shall cause to be provided to
6 Defendant Banc's Counsel copies of all Requests for Exclusion no later than fifteen
7 (15) calendar days prior to the Settlement hearing.

8 17. The Court will consider comments or objections to the Settlement, the
9 Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and
10 expenses, including Lead Plaintiff's expenses as provided for by 15 U.S.C.
11 §78u-4(a)(4), only if such comments or objections and any supporting papers are
12 served by hand or sent by first-class mail, and are received at least twenty-one (21)
13 calendar days prior to the Settlement Hearing, or _____, 20__:

14 **Counsel for Lead Plaintiff**

15 Robbins Geller Rudman & Dowd LLP
16 Theodore J. Pintar
17 655 West Broadway, Suite 1900
18 San Diego, CA 92101

19 **Counsel for Defendant**

20 Morrison & Foerster LLP
21 Mark R. McDonald
22 707 Wilshire Blvd., Suite 6000
23 Los Angeles, CA 90017

24 Those comments or objections and any supporting papers must also be filed with the
25 Clerk of the United States District Court for the Central District of California,
26 Southern Division, Ronald Reagan Federal Building and United States Courthouse,
27 411 West Fourth Street, Santa Ana, CA 92701, at least twenty-one (21) calendar days
28 prior to the Settlement Hearing, or _____, 20__. Attendance at the Settlement
Hearing is not necessary but any Person wishing to be heard orally in opposition to the
Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses
or an award to Lead Plaintiff are required to indicate in their written objection whether

1 they intend to appear at the Settlement Hearing. The notice of objection must include
2 documentation establishing the objecting Person's membership in the Class, including
3 the number of shares of Banc common stock that the objecting Person: (i) owned as of
4 the opening of trading on April 15, 2016; and (ii) purchased, acquired and/or sold
5 during the Class Period, as well as the dates and prices for each such purchase,
6 acquisition or sale, copies of any papers, briefs, or other documents upon which the
7 objection is based, and the objector's signature, even if represented by counsel. In
8 addition, the objection must state whether it applies only to the objector, to a specific
9 subset of the Class, or to the entire Class, and also state with specificity the grounds
10 for the objection. Any Member of the Class who does not make his, her or its
11 objection in the manner provided shall be deemed to have waived such objection and
12 shall forever be foreclosed from making any objection to the fairness or adequacy of
13 the Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award
14 of attorneys' fees and expenses to Lead Counsel or expenses of the Lead Plaintiff
15 unless otherwise ordered by the Court. Class Members do not need to appear at the
16 Settlement Hearing or take any other action to indicate their approval.

17 18. All funds held by the Escrow Agent shall be deemed and considered to be
18 in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court,
19 until such time as such funds shall be distributed pursuant to the Stipulation and/or
20 further order(s) of the Court.

21 19. All opening briefs and supporting documents in support of the
22 Settlement, the Plan of Allocation, and any application by counsel for the Lead
23 Plaintiff for attorneys' fees and expenses or by Lead Plaintiff for its expenses shall be
24 filed and served no later than thirty-five (35) calendar days before the Settlement
25 Hearing, or _____, 20___. Replies to any objections shall be filed and served at
26 least seven (7) calendar days prior to the Settlement Hearing, or _____, 20__.

27 20. Neither Defendants nor the Released Defendant Parties shall have any
28 responsibility for the Plan of Allocation or any application for attorneys' fees or

1 expenses submitted by Lead Counsel or Lead Plaintiff, and such matters will be
2 considered separately from the fairness, reasonableness, and adequacy of the
3 Settlement. Any order or proceeding relating to the Plan of Allocation or any
4 application for attorneys' fees or expenses, or any appeal from any order relating
5 thereto or reversal or modification thereof, shall not operate to terminate or cancel the
6 Stipulation, or affect or delay the finality of the Judgment approving the Stipulation
7 and the settlement of the Litigation.

8 21. At or after the Settlement Hearing, the Court shall determine whether the
9 Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees
10 or payment of expenses shall be approved.

11 22. All reasonable expenses incurred in identifying and notifying Class
12 Members, as well as administering the Settlement Fund, shall be paid as set forth in
13 the Stipulation.

14 23. Neither the Stipulation, nor any of its terms or provisions, nor any of the
15 negotiations or proceedings connected with it, shall be construed as an admission or
16 concession by Defendants or any of the Released Defendant Parties of the truth of any
17 of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any
18 kind.

19 24. If the Stipulation and the Settlement set forth therein is not approved or
20 consummated for any reason whatsoever, the Stipulation and Settlement and all
21 proceedings had in connection therewith shall be without prejudice to the rights of the
22 Settling Parties *status quo ante*.

23 25. Pending final determination of whether the proposed Settlement should
24 be approved, neither the Lead Plaintiff, nor any Class Member, directly or indirectly,
25 representatively, or in any other capacity, shall commence or prosecute against any of
26 the Released Defendant Parties, any action or proceeding in any court or tribunal
27 asserting any of the Released Plaintiff's Claims.

28

1 26. Pending further order of the Court, all litigation activity, except that
2 contemplated herein, in the Stipulation, in the Notice, in the Summary Notice, or in
3 the Judgment, is hereby stayed and all hearings, deadlines and other proceedings in
4 this Action, except the Settlement Hearing and any deadlines set forth in this Order,
5 are hereby taken off calendar.

6 27. The Court retains exclusive jurisdiction over the Action to consider all
7 further matters arising out of or connected with the Settlement.

8 28. The Court's orders entered during this Litigation relating to the
9 confidentiality of information shall survive this Settlement.

10 IT IS SO ORDERED.

11
12 DATED: _____

THE HONORABLE ANDREW J. GUILFORD
UNITED STATES DISTRICT JUDGE

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EXHIBIT A-1

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SPENCER A. BURKHOLZ (147029)
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3 ROBERT R. HENSSLER JR. (216165)
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8 malpert@rgrdlaw.com
eoliver@rgrdlaw.com

9 Lead Counsel for Plaintiff

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 In re BANC OF CALIFORNIA
14 SECURITIES LITIGATION

) No. SACV 17-00118 AG (DFMx)
) consolidated with
) SACV 17-00138 AG (DFMx)

15 _____
16 This Document Relates To:

) CLASS ACTION

17 ALL ACTIONS.
18 _____

) NOTICE OF PENDENCY AND
) PROPOSED SETTLEMENT OF
) CLASS ACTION

19 EXHIBIT A-1
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1 ***A Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

2 **NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your
3 rights may be affected by the above-captioned class action lawsuit pending in this
4 Court (the “Litigation”) if you purchased or otherwise acquired the common
5 stock (“Securities”) of Banc of California, Inc. (“Banc of California” or the
6 “Company”) from April 15, 2016 through January 20, 2017, inclusive (the “Class
7 Period”).¹

8 **NOTICE OF SETTLEMENT:** Please also be advised that Lead Plaintiff Iron
9 Workers Local No. 25 Pension Fund (“Lead Plaintiff”), on behalf of the Class (as
10 defined in ¶1 below), has reached a proposed settlement of the Litigation for a
11 total of \$19.75 million in cash that will resolve all claims in the Litigation (the
12 “Settlement”).

13 **This Notice explains important rights you may have, including your possible**
14 **receipt of cash from the Settlement. Your legal rights will be affected whether**
15 **or not you act. Please read this Notice carefully!**

16 1. **Description of the Litigation and the Class:** This Notice relates to a
17 proposed Settlement of a class action lawsuit pending against Banc of California
18 (“Defendant Banc of California”) and Steven A. Sugarman (“Defendant Sugarman”)
19 (together, “Defendants”). The proposed Settlement, if approved by the Court, will
20 apply to the following Class (the “Class”): All persons and entities who purchased or
21 otherwise acquired the common stock of Banc of California, Inc. (“Banc” or the
22 “Company”) during the period from April 15, 2016 through January 20, 2017,
23 inclusive (the “Class Period”), and were damaged thereby. Excluded from the Class
24 are Defendants, present or former executive officers and directors of Banc and their
25 immediate family members (as defined in 17 C.F.R. §229.404, Instructions (1)(a)(iii)
and (1)(b)(ii)). Anyone with questions as to whether or not they are excluded from the
Class may call the Claims Administrator toll-free at 1-866-617-3471. In addition to
the proposed Settlement with Defendant Banc of California, Lead Plaintiff will be
dismissing Defendant Sugarman, with prejudice, following the final approval and
exhaustion of all appeals of the Settlement between Lead Plaintiff and Banc of
California. The Settlement with Defendant Banc is conditioned on the Court
approving the dismissal of Defendant Sugarman with prejudice, and the dismissal of
Defendant Sugarman with prejudice is conditioned on the Court approving the
Settlement with Defendant Banc.

26
27 ¹ All capitalized terms used in this Notice that are not otherwise defined
28 herein shall have the meanings provided in the Stipulation of Settlement dated
October 28, 2019 (the “Stipulation”), which is available on the website
www.BancOfCaliforniaSecuritiesSettlement.com.

1 2. **Statement of Class' Recovery:** Subject to Court approval, and as
2 described more fully in ¶¶39-45 below, Lead Plaintiff, on behalf of the Class, has
3 agreed to settle all Released Plaintiff's Claims (as defined in ¶41 below) against
4 Defendant Banc of California and other Released Defendant Parties (as defined in ¶42
5 below) in exchange for a settlement payment of \$19.75 million in cash (the
6 "Settlement Amount") to be deposited into an escrow account. The Net Settlement
7 Fund (the Settlement Fund less Taxes and Tax Expenses, Notice and Administration
8 Expenses, attorneys' fees and litigation expenses, and an amount to Lead Plaintiff
9 pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its representation of the Class)
10 will be distributed in accordance with a plan of allocation (the "Plan of Allocation")
11 that will be approved by the Court and will determine how the Net Settlement Fund
12 shall be distributed to Members of the Class. The Plan of Allocation is a basis for
13 determining the relative positions of Class Members for purposes of allocating the Net
14 Settlement Fund. The proposed Plan of Allocation is included in this Notice, and may
15 be modified by the Court without further notice.

16 3. **Statement of Average Distribution Per Share:** The Settlement Fund
17 consists of the \$19.75 million Settlement Amount plus interest earned. Assuming all
18 estimated potential Class Members elect to participate, the estimated average recovery
19 is \$0.52 per damaged share before deduction of Court-approved fees and expenses.
20 Class Members may recover more or less than this amount depending on, among other
21 factors, the aggregate value of the Recognized Claims represented by valid and
22 acceptable Claim Forms; when their shares were purchased or acquired and the price
23 at the time of purchase or acquisition; whether the shares were sold, and if so, when
24 they were sold and for how much. In addition, the actual recovery of Class Members
25 may be further reduced by the payment of fees and costs from the Settlement Fund, as
26 approved by the Court, including the cost of notifying Class Members and settlement
27 administration and any attorneys' fees and expenses awarded by the Court to Lead
28 Counsel and any award to Lead Plaintiff for its representation of the Class.

1 4. **Statement of the Parties' Position on Damages:** Defendant Banc of
2 California vigorously denies and has denied all claims of wrongdoing, that it engaged
3 in any wrongdoing, that it is liable to Lead Plaintiff and/or the Class and that Lead
4 Plaintiff or other Members of the Class suffered any injury. Moreover, the parties do
5 not agree on the amount of recoverable damages if Lead Plaintiff were to prevail on
6 each of the claims. The issues on which the parties disagree include, but are not
7 limited to, whether: (1) the statements made or facts allegedly omitted were material,
8 false or misleading; (2) Defendants are otherwise liable under the securities laws for
9 those statements or omissions; and (3) all or part of the damages allegedly suffered by
10 Members of the Class were caused by economic conditions or factors other than the
11 allegedly false or misleading statements or omissions.

1 5. **Statement of Attorneys’ Fees and Expenses Sought:** Lead Counsel
 2 will apply to the Court, on behalf of all Plaintiffs’ Counsel, for an award of attorneys’
 3 fees from the Settlement Fund of no more than 33% of the Settlement Amount, plus
 4 interest earned at the same rate and for the same period as earned by the Settlement
 5 Fund. In addition, Lead Counsel also will apply to the Court for payment from the
 6 Settlement Fund for Plaintiffs’ Counsel’s litigation expenses (reasonable expenses or
 7 charges of Plaintiffs’ Counsel in connection with commencing and prosecuting the
 8 Litigation), in an amount not to exceed \$1.7 million, plus interest earned at the same
 9 rate and for the same period as earned by the Settlement Fund. If the Court approves
 Lead Counsel’s fee and expense application, the estimated average cost per damaged
 share is \$0.21. In addition, Lead Plaintiff may apply for an amount not to exceed
 \$10,000 pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its representation of
 the Class.

10 6. **Identification of Attorneys’ Representatives:** Lead Plaintiff and the
 11 Class are being represented by Robbins Geller Rudman & Dowd LLP (“Lead
 12 Counsel”). Any questions regarding the Settlement should be directed to Theodore J.
 13 Pintar at Robbins Geller Rudman & Dowd LLP, 655 W. Broadway, Suite 1900, San
 Diego, CA 92101, 1-800-449-4900, tedp@rgrdlaw.com.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

DO NOTHING	Receive no payment pursuant to this Settlement. Remain a Class Member. Give up your rights.
REMAIN A MEMBER OF THE CLASS AND SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN [____], 20__	This is the only way to be potentially eligible to receive a payment.
EXCLUDE YOURSELF FROM THE CLASS (OPT OUT) BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS POSTMARKED NO LATER THAN [____], 20__	Receive no payment pursuant to this Settlement. This is the only option that allows you to ever potentially be part of any other lawsuit against Defendant Banc of California or the other Released Defendant Parties concerning the Released Plaintiff’s Claims.

1 2 3 4 5	OBJECT TO THE SETTLEMENT SO THAT IT IS <i>RECEIVED</i> NO LATER THAN [____], 20__	Write to the Court if you have any objection to the fairness of the Settlement, the request for attorneys’ fees and expenses, the requested award to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its representation of the Class, or the proposed Plan of Allocation.
6 7 8 9 10	GO TO THE HEARING ON [____], 20__, AT __:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN [____], 20__	Ask to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, the request for attorneys’ fees and litigation expenses, or the requested award to Lead Plaintiff.

WHAT THIS NOTICE CONTAINS

12	Why Did I Get This Notice?	Page ____
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15	Why Did Lead Plaintiff Agree To The Settlement?	Page ____
16	What Might Happen If There Were No Settlement?	Page ____
17	How Much Will My Payment Be?	Page ____
18	How Will My Claim Be Calculated?	Page ____
19	What Rights Am I Giving Up By Agreeing To The Settlement?	Page ____
20	What Payment Are The Attorneys For The Class Seeking? How Will The Lawyers Be Paid?	Page ____
21	How Do I Participate In The Settlement? What Do I Need To Do?	Page ____
22	What If I Do Not Want To Be A Part Of The Settlement? How Do I Exclude Myself?	Page ____
23	When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?	Page ____
24	What If I Bought Shares On Someone Else’s Behalf?	Page ____
25	Can I See The Court File? Whom Should I Contact If I Have Questions?	Page ____

28

1 **WHY DID I GET THIS NOTICE?**

2 7. You or someone in your family may have purchased or otherwise
3 acquired Banc of California Securities between April 15, 2016 and January 20, 2017,
4 inclusive.

5 8. The Court directed that you be sent this Notice because you have a right
6 to know about a settlement of a class action lawsuit, and about all of your options,
7 before the Court decides whether to approve the Settlement. If the Court approves it
8 and after any objections or appeals (if there are any) are resolved, the Claims
9 Administrator appointed by the Court will make the payments that the Settlement
10 allows.

11 9. This package explains the lawsuit, the Settlement, your legal rights, what
12 benefits are available, who is eligible for them, and how to get them.

13 **WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?**

14 10. This Litigation arises under Sections 10(b) and 20(a) of the Securities
15 Exchange Act of 1934, and alleges that during the period between April 15, 2016 and
16 January 20, 2017, inclusive (the “Class Period”), Defendants made, or caused to be
17 made, materially false and misleading statements about Sugarman’s, the former Chief
18 Executive Officer, business and financial ties to an admitted securities fraudster,
19 Jason W. Galanis (“Galanis”), and the internal investigation Banc of California
20 initiated during the latter part of 2015, which purportedly sought to determine the
21 existence of the alleged ties to Galanis.

22 11. Lead Plaintiff alleges that Defendants concealed these facts from
23 investors and that this scheme artificially inflated Banc of California Securities during
24 the Class Period. Lead Plaintiff alleges that on October 18, 2016, an article published
25 on the *Seeking Alpha* website revealed the Galanis ties, and Banc of California’s stock
26 price declined from a close of \$15.87 per share on October 17, 2016 to a close of
27 \$11.26 per share on October 18, 2016. Lead Plaintiff also alleges that on January 23,
28 2017, Banc of California announced that it misled investors about the independence of
its investigation into the ties between Galanis and Banc of California and disclosed
that the SEC had launched a formal investigation. Lead Plaintiff alleges that, as a
result of the January 23, 2017 news, shares of Banc of California stock dropped \$1.50
per share to close at \$14.65 at the close of trading on January 23, 2017.

12. The initial complaint in this Litigation was filed on January 23, 2017, in
the United States District Court for the Central District of California, Southern

1 Division (the “Court”). On May 1, 2017, the Court issued an order appointing Iron
2 Workers Local No. 25 Pension Fund as Lead Plaintiff, and Robbins Geller Rudman &
3 Dowd LLP (“Robbins Geller”) as Lead Counsel.

4 13. On May 31, 2017, Lead Plaintiff filed its Consolidated Amended
5 Complaint for Violation of the Federal Securities Laws (“Consolidated Complaint”).
6 On June 30, 2017, Defendants moved to dismiss the Consolidated Complaint, which
7 was opposed by Lead Plaintiff. On September 6, 2017, the Court granted in part and
8 denied in part Defendants’ motion to dismiss.

9 14. On October 2, 2017, Lead Plaintiff and the Defendants filed a joint report
10 and Rule 26(f) discovery plan, and October 10, 2017, Defendants filed their answers
11 to the Consolidated Complaint. Shortly thereafter, Lead Plaintiff and the Defendants
12 began formal discovery. Over the course of the case Lead Plaintiff served several sets
13 of written discovery on Defendants and issued 78 document subpoenas to third
14 parties. At the time the Settlement was reached, counsel for Lead Plaintiff had
15 collected and analyzed over 457,000 pages of documents from Defendants and over
16 773,000 pages from various third parties and deposed 17 fact witnesses. Lead
17 Plaintiff and the Defendants had also exchanged expert reports.

18 15. On December 20, 2017, Lead Plaintiff moved for this action to be
19 certified as a class action, to be appointed as Class Representative and for Robbins
20 Geller to be appointed as Class Counsel. After extensive briefing on class
21 certification issues, the Court granted the motion on May 31, 2018. Defendants then
22 filed a petition for permission to appeal the Court’s certification order to the U.S.
23 Court of Appeals for the Ninth Circuit on June 14, 2018, which Lead Plaintiff
24 opposed. The Ninth Circuit denied Defendants’ petition on September 19, 2018.

25 16. In August 2018, Lead Plaintiff and the Defendants engaged the services
26 of Robert H. Fairbank, a nationally recognized mediator, to facilitate settlement
27 negotiations. On August 10, 2018, Lead Plaintiff and the Defendants participated in a
28 full day in-person mediation with Mr. Fairbank. The case did not settle, and the
parties continued to litigate the case. In June 2019, Lead Plaintiff and the Defendants
engaged the services of the Hon. Layn Phillips (Ret.) and Michelle Yoshida of Phillips
ADR Enterprises, a nationally recognized mediation firm. Lead Plaintiff and the
Defendants participated in an in-person mediation session with Judge Phillips and
Ms. Yoshida on June 21, 2019. While the parties did not reach an agreement to settle
the Litigation at the mediation, they continued settlement negotiations with the
assistance of Judge Phillips and Ms. Yoshida, who provided Lead Plaintiff and the
Defendants with a mediator’s proposal on September 14, 2019. The Settling Parties
each accepted the mediator’s proposal to settle the Litigation for \$19.75 million.

1 17. Lead Plaintiff also agreed to dismiss, with prejudice, Steven A.
2 Sugarman, once the Court has entered the Final Judgment and Order of Dismissal with
3 Prejudice in connection with the Settlement, and the Judgment has become Final, *i.e.*,
4 following the exhaustion of all appeals, Lead Counsel will file a request to dismiss,
5 with prejudice, Steven A. Sugarman. The Settlement will not become Effective until
6 the exhaustion of all appeals of the Sugarman dismissal.

7 **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

8 18. If you are a Member of the Class, you are subject to the Settlement unless
9 you timely request to be excluded. The Class consists of all persons and entities who
10 purchased or otherwise acquired the common stock of Banc of California, Inc. during
11 the Class Period, and were damaged thereby. Excluded from the Class are
12 Defendants, present or former executive officers and directors of Banc and their
13 immediate family members (as defined in 17 C.F.R. §229.404, Instructions (1)(a)(iii)
14 and (1)(b)(ii)). Anyone with questions as to whether or not they are excluded from the
15 Class may call the Claims Administrator toll-free at 1-866-617-3471.

16 RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN
17 THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE
18 ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.
19 IF YOU WISH TO BE POTENTIALLY ELIGIBLE TO RECEIVE A
20 DISTRIBUTION OF THE SETTLEMENT PROCEEDS, YOU MUST
21 COMPLETE, SIGN AND SUBMIT THE ENCLOSED CLAIM FORM
22 POSTMARKED NO LATER THAN [_____], 20__.

23 **WHY DID LEAD PLAINTIFF AGREE TO THE SETTLEMENT?**

24 19. Lead Plaintiff and Lead Counsel believe that the claims asserted in the
25 action have merit. Lead Plaintiff and Lead Counsel recognize, however, that pursuing
26 their claims through trials and appeals would be expensive, lengthy, and may result in
27 a smaller recovery or no recovery at all.

28 20. The Settlement provides a substantial and immediate recovery. Lead
Plaintiff and Lead Counsel believe that the proposed Settlement is fair, reasonable and
adequate, and in the best interests of the Class. The Settlement was negotiated by
both sides of the Litigation with the assistance of a highly respected mediator.

21. Defendants have vigorously denied each and all of the claims alleged by
Lead Plaintiff in the Litigation. Defendants expressly have denied all charges of
wrongdoing or liability against them arising out of any of the conduct, statements, acts

1 or omissions alleged, or that could have been alleged, in the Litigation. Defendants
2 also have denied, among other things, the allegations that Lead Plaintiff or the Class
3 have suffered any damage or that Lead Plaintiff or the Class were harmed by the
4 conduct alleged in the Litigation. Although Defendant Banc of California continues
5 to deny Lead Plaintiff's allegations, it has concluded that further defense of the
6 Litigation would be protracted and expensive, and that it is desirable that the
7 Litigation be fully and finally settled in the manner and upon the terms and conditions
8 set forth in the Stipulation.

7 **WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

8
9 22. If there were no Settlement, Lead Plaintiff may fail to establish an
10 essential legal or factual element of the alleged claims. Then, neither Lead Plaintiff
11 nor the Class would recover anything from Defendants. Also, if Defendants
12 successfully proved any of their defenses, the Class may recover substantially less
13 than the amount provided in the Settlement, or nothing at all.

12 **HOW MUCH WILL MY PAYMENT BE?**

13
14 23. Defendant Banc of California has agreed to cause to be paid by its
15 insurance carriers Nineteen Million, Seven Hundred Fifty Thousand Dollars
16 (\$19,750,000.00) in cash into escrow for the benefit of the Class. At this time, it is not
17 possible to make any final determination of how much individual Class Members may
18 receive from the Settlement. Lead Plaintiff has proposed a plan for allocating the Net
19 Settlement Fund to those Class Members who timely submit valid Claim Forms. The
20 Plan of Allocation proposed by Lead Plaintiff is set forth below, and additional
21 information is available on the website created for purposes of this Settlement,
22 www.BancOfCaliforniaSecuritiesSettlement.com.

23 24. Payment pursuant to the Plan of Allocation shall be conclusive against all
24 Authorized Claimants. No person or entity shall have any claim based on
25 distributions made substantially in accordance with the Stipulation and the Settlement
26 contained therein, the Plan of Allocation, or further order(s) of the Court against Lead
27 Counsel, Lead Plaintiff, Class Members, the Claims Administrator, Defendants and
28 the other Released Defendant Parties (defined below), or any person or entity
designated by Lead Counsel. All Members of the Class who fail to timely submit an
acceptable Claim Form by the deadline set by the Court, or such other deadline as may
be ordered by the Court, or otherwise allowed, shall be forever barred from receiving
any payments pursuant to the Settlement, but will in all other respects be subject to
and bound by the terms of the Settlement, including the release of the Class Member's
Released Plaintiff's Claims.

1 25. The Court has reserved jurisdiction to allow, disallow, or adjust on
2 equitable grounds the claim of any Member of the Class.

3 26. The Plan of Allocation set forth below is the proposed plan submitted by
4 Lead Plaintiff and Lead Counsel for the Court's approval. The Court may approve
5 this plan as proposed or it may modify it without further notice to the Class.

6 27. Each Claimant shall be deemed to have submitted to the jurisdiction of
7 the United States District Court for the Central District of California, Southern
8 Division, with respect to his, her or its Claim Form.

9 28. Persons and entities that exclude themselves from the Class will not be
10 eligible to receive a distribution from the Net Settlement Fund and should not submit
11 Claim Forms.

12 **PLAN OF ALLOCATION**

13 29. The objective of the Plan of Allocation is to equitably distribute the
14 settlement proceeds to those Class Members who suffered economic losses as a
15 proximate result of the alleged wrongdoing. In developing the Plan of Allocation,
16 Lead Plaintiff's damages expert calculated the potential amount of estimated alleged
17 artificial inflation in Banc of California Securities that according to Lead Plaintiff's
18 allegations was caused by Defendants' alleged false and misleading statements and
19 material omissions. In calculating the estimated artificial inflation caused by
20 Defendants' alleged misrepresentations and omissions, Lead Plaintiffs' damages
21 expert considered the market and industry adjusted price changes in Banc of
22 California's Securities prices following certain corrective disclosures regarding Banc
23 of California and the allegations in the Consolidated Complaint.

24 30. The calculations made pursuant to the Plan of Allocation are not intended
25 to be estimates of, nor indicative of, the amounts that Class Members might have been
26 able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation
27 intended to be estimates of the amounts that will be paid to Authorized Claimants
28 pursuant to the Settlement. The computations under the Plan of Allocation are only a
method to weigh the claims of Authorized Claimants against one another for the
purposes of making *pro rata* allocations of the Net Settlement Fund.

29 **HOW WILL MY CLAIM BE CALCULATED?**

30 31. As discussed above, the Settlement provides \$19,750,000 in cash for the
31 benefit of the Class. The Settlement Amount and any interest it earns constitute the

1 “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’
2 fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or
3 expenses approved by the Court, is the “Net Settlement Fund.” If the Settlement is
4 approved by the Court, the Net Settlement Fund will be distributed to Authorized
5 Claimants – *i.e.*, members of the Class who timely submit valid Claim Forms that are
6 accepted for payment by the Court – in accordance with this proposed Plan of
7 Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court
8 may approve. Class Members who do not timely submit valid Claim Forms will not
9 share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The
10 Court may approve this proposed Plan of Allocation, or modify it, without additional
11 notice to the Class. Any order modifying the Plan of Allocation will be posted on the
12 Settlement website, www.BancOfCaliforniaSecuritiesSettlement.com.

13 32. In order to have recoverable damages in connection with purchases of
14 Banc of California common stock during the Class Period, disclosure(s) of the alleged
15 misrepresentations or omissions must be the cause of the decline(s) in the price of the
16 Banc of California common stock. In this case, Plaintiff alleges that Defendants made
17 false statements and omitted material facts during the period from April 15, 2016
18 through and including the close of trading on January 20, 2017, which had the effect
19 of artificially inflating the prices of Banc of California common stock. Artificial
20 inflation was removed from the price of Banc of California common stock as the
21 result of the alleged corrective disclosures that occurred on October 18, 2016, during
22 trading hours, and January 23, 2017, prior to the start of trading.² In order to have a
23 “Recognized Claim Amount” under the Plan of Allocation, shares of Banc of
24 California publicly traded common stock must have been (i) purchased or otherwise
25 acquired during the Class Period; and (ii) held through one or both corrective
26 disclosures.

27 **CALCULATION OF RECOGNIZED CLAIM AMOUNT**

28 33. Based on the formulas stated below, a “Recognized Claim Amount” will
be calculated for each purchase or acquisition of Banc of California publicly traded
common stock during the Class Period that is listed on the Claim Form and for which
adequate documentation is provided. If a Recognized Claim Amount calculates to a
negative number or zero under the formula below, that Recognized Claim Amount
will be zero.

² Any transactions in Banc of California common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

1 34. For each share of Banc of California publicly traded common stock
2 purchased or otherwise acquired during the period from April 15, 2016 through
3 January 20, 2017, inclusive, and:

4 (a) Sold prior to the close of trading on October 17, 2016, the
5 Recognized Claim Amount per share is zero.

6 (b) Retained at the end of October 17, 2016 and sold before
7 January 23, 2017, the claim per share shall be the lesser of: (i) the decline in inflation
8 shown in Table-1; and (ii) the difference between the purchase price and the sale
9 price.

10 (c) Retained on or beyond January 23, 2017 and sold before April 21,
11 2017, the claim per share shall be the least of: (i) the decline in inflation shown in
12 Table-1; (ii) the difference between the purchase price and the sale price; and (iii) the
13 difference between the purchase price and the average closing price up to the date of
14 sale as set forth in Table-2 below.

15 (d) Held as of the close of trading on April 21, 2017, the claim per
16 share shall be the lesser of: (i) the decline in inflation shown in Table-1; and (ii) the
17 difference between the purchase price and \$19.49 per share.³

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24 ³ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act
25 in which the plaintiff seeks to establish damages by reference to the market price of a security, the
26 award of damages to the plaintiff shall not exceed the difference between the purchase or sale price
27 paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of
28 that security during the 90-day period beginning on the date on which the information correcting the
misstatement or omission that is the basis for the action is disseminated to the market.” Consistent
with the requirements of the statute, Recognized Claim Amounts are reduced to an appropriate
extent by taking into account the closing prices of Banc of California common stock during the 90-
day look-back period. The mean (average) closing price for Banc of California common stock
during this 90-day look-back period was \$19.49 as shown in Table-2.

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TABLE-1
Decline in Inflation

Purchase Date	Date of Sale		
	4/15/2016 through 10/17/2016	10/18/2016 through 1/22/2017	Retained on or Beyond 1/23/2017
4/15/2016 through 10/17/2016	\$0.00	\$4.70	\$6.17
10/18/2016 through 1/20/2017		\$0.00	\$1.47
Purchased on or After 1/21/2017			\$0.00

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TABLE-2
Banc of California Closing Price and Average Closing Price
January 23, 2017 - April 21, 2017

Date	Banc Closing Price	Banc Average Closing Price	Date	Banc Closing Price	Banc Average Closing Price
1/23/2017	\$14.65	\$14.65	3/9/2017	\$20.70	\$18.30
1/24/2017	\$15.70	\$15.18	3/10/2017	\$20.90	\$18.38
1/25/2017	\$14.95	\$15.10	3/13/2017	\$20.65	\$18.44
1/26/2017	\$15.40	\$15.18	3/14/2017	\$20.65	\$18.51
1/27/2017	\$14.80	\$15.10	3/15/2017	\$20.90	\$18.57
1/30/2017	\$15.25	\$15.13	3/16/2017	\$20.75	\$18.63
1/31/2017	\$15.80	\$15.22	3/17/2017	\$20.75	\$18.68
2/1/2017	\$16.00	\$15.32	3/20/2017	\$20.80	\$18.74
2/2/2017	\$15.80	\$15.37	3/21/2017	\$20.20	\$18.77
2/3/2017	\$16.35	\$15.47	3/22/2017	\$19.85	\$18.80
2/6/2017	\$16.20	\$15.54	3/23/2017	\$20.20	\$18.83
2/7/2017	\$16.30	\$15.60	3/24/2017	\$20.30	\$18.86
2/8/2017	\$16.10	\$15.64	3/27/2017	\$20.75	\$18.90
2/9/2017	\$19.75	\$15.93	3/28/2017	\$20.95	\$18.95
2/10/2017	\$19.90	\$16.20	3/29/2017	\$20.70	\$18.99
2/13/2017	\$20.15	\$16.44	3/30/2017	\$20.90	\$19.03
2/14/2017	\$20.10	\$16.66	3/31/2017	\$20.70	\$19.06
2/15/2017	\$20.45	\$16.87	4/3/2017	\$20.20	\$19.08
2/16/2017	\$20.30	\$17.05	4/4/2017	\$19.95	\$19.10
2/17/2017	\$19.85	\$17.19	4/5/2017	\$19.90	\$19.12
2/21/2017	\$19.80	\$17.31	4/6/2017	\$20.55	\$19.14
2/22/2017	\$19.50	\$17.41	4/7/2017	\$20.25	\$19.16
2/23/2017	\$19.55	\$17.51	4/10/2017	\$20.30	\$19.18
2/24/2017	\$19.35	\$17.58	4/11/2017	\$21.60	\$19.23
2/27/2017	\$20.00	\$17.68	4/12/2017	\$21.40	\$19.26
2/28/2017	\$19.45	\$17.75	4/13/2017	\$21.05	\$19.30
3/1/2017	\$20.55	\$17.85	4/17/2017	\$21.70	\$19.34
3/2/2017	\$20.25	\$17.94	4/18/2017	\$21.45	\$19.37
3/3/2017	\$20.30	\$18.02	4/19/2017	\$21.30	\$19.40
3/6/2017	\$19.95	\$18.08	4/20/2017	\$21.95	\$19.44
3/7/2017	\$20.45	\$18.16	4/21/2017	\$22.10	\$19.49
3/8/2017	\$20.35	\$18.23			

ADDITIONAL PROVISIONS

1
2
3 35. If a Class Member held Banc of California common stock at the
4 beginning of the Class Period or made multiple purchases or sales of Banc of
5 California common stock during or after the Class Period, the starting point for
6 calculating a Claimant's Recognized Claim is to match the Claimant's holdings,
7 purchases and acquisitions to their sales using the FIFO (*i.e.*, first-in-first-out) method.
8 Under the FIFO method, Banc of California common stock sold during the Class
9 Period will be matched, in chronological order first against Banc of California
10 common stock held at the beginning of the Class Period. The remaining sales of Banc
11 of California common stock during the Class Period will then be matched, in
12 chronological order against Banc of California common stock purchased during the
13 Class Period.

14 36. Purchases and sales of Banc of California common stock shall be deemed
15 to have occurred on the "contract" or "trade" date as opposed to the "settlement" or
16 "payment" date. The receipt or grant by gift, inheritance or operation of law of Banc
17 of California common stock during the Class Period shall not be deemed a purchase or
18 sale of Banc of California common stock for the calculation of Recognized Claim,
19 unless (i) the donor or decedent purchased such shares of Banc of California common
20 stock during the Class Period; (ii) no Proof of Claim was submitted by or on behalf of
21 the donor, on behalf of the decedent, or by anyone else with respect to such shares of
22 Banc of California common stock; and (iii) it is specifically so provided in the
23 instrument of gift or assignment.

24 37. If a Claimant had a market gain with respect to his, her, or its overall
25 transactions in Banc of California Securities during the Class Period, the value of the
26 Claimant's Recognized Claim shall be zero. Such Claimants shall be bound by the
27 Settlement. If a Claimant suffered an overall market loss with respect to his, her, or
28 its overall transactions in Banc of California Securities during the Class Period, but
that market loss was less than the total Recognized Claim calculated above, then the
Claimant's Recognized Claim shall be limited to the amount of the actual market loss.

38. An Authorized Claimant's Recognized Claim shall be the amount used to
calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. If the
sum total of Recognized Claims of all Authorized Claimants who are entitled to
receive payment out of the Net Settlement Fund is greater than the Net Settlement
Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net
Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized
Claim divided by the total of the Recognized Claim of all Authorized Claimants,
multiplied by the total amount in the Net Settlement Fund. Given the costs of

1 distribution, the Net Settlement Fund will be allocated among all Authorized
2 Claimants whose distribution amount is \$10 or greater.

3 **WHAT RIGHTS AM I GIVING UP BY AGREEING TO THE**
4 **SETTLEMENT?**

5 39. If the Settlement is approved, the Court will enter a judgment (the
6 “Judgment”). The Judgment will dismiss with prejudice the claims against Defendant
7 Banc of California and will provide that Lead Plaintiff and all other Releasing
8 Plaintiff Parties (as defined in ¶43 below) shall have waived, released, discharged, and
9 dismissed each and every one of the Released Plaintiff’s Claims (as defined in ¶41
10 below), including Unknown Claims (as defined in ¶44 below), against each and every
11 one of the Released Defendant Parties (as defined in ¶42 below) and shall forever be
12 barred and enjoined from commencing, instituting, prosecuting, or maintaining any
and all of the Released Plaintiff’s Claims against any and all of the Released
Defendant Parties, whether or not they execute and deliver the Claim Form or share in
the Settlement Fund. Claims to enforce the terms of the Settlement are not released.

13 40. Any Plan of Allocation, request for an award of attorneys’ fees and
14 expenses, or an award to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4) in connection
15 with its representation of the Class, will in no way disturb or affect the Judgment and
16 are each considered separate from the Judgment. Any order or proceeding relating to
17 the Plan of Allocation, any order entered regarding any award of attorneys’ fees and
expenses or award to Lead Plaintiff, or any appeal from any order relating thereto or
reversal or modification thereof, shall not affect or delay the finality of the Judgment.

18 41. “Released Plaintiff’s Claims” means any and all claims and causes of
19 action of every nature and description, whether known or unknown, whether arising
20 under federal, state, common, or foreign law, that Lead Plaintiff or any other members
21 of the Class asserted or could have asserted in any forum that arise out of or are based
22 upon (a) the allegations, transactions, facts, matters or occurrences, representations or
23 omissions referred to in the operative complaint, and (b) the purchase or acquisition of
24 Banc of California common stock during the Class Period. “Released Plaintiff’s
Claims” includes “Unknown Claims” as defined in ¶44 below. “Released Plaintiff’s
Claims” do not include any claims relating to the enforcement of the Settlement.

25 42. “Released Defendant Party” or “Released Defendant Parties” means
26 Defendant Banc of California, and each of its respective past, present, or future
27 subsidiaries, parents, affiliates, attorneys, principals, successors and predecessors,
28 joint venturers, assigns, officers, directors, shareholders, underwriters, trustees,
partners, members, agents, fiduciaries, contractors, employees, insurers, co-insurers,

1 reinsurers, controlling shareholders, accountants or auditors, commercial bank lenders,
2 financial or investment advisors, consultants, banks or investment bankers, personal or
3 legal representatives, estates, heirs, related or affiliated entities, in their capacity as
such, and any entity in which Defendant Banc of California has a controlling interest.

4 43. “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” means Lead
5 Plaintiff, Lead Counsel, each and every Class Member, and each of their respective
6 past or present subsidiaries, parents, affiliates, principals, successors and predecessors,
7 joint venturers, assigns, officers, directors, shareholders, underwriters, trustees,
8 partners, members, agents, fiduciaries, contractors, employees, insurers, co-insurers,
9 reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or
10 investment advisors or consultants, banks or investment bankers, personal or legal
representatives, estates, heirs, related or affiliated entities in their capacity as such.
Releasing Plaintiff Parties do not include any Person who timely and validly seeks
exclusion from the Class.

11 44. “Unknown Claims” means any and all Released Plaintiff’s Claims which
12 the Releasing Plaintiff Parties do not know or suspect to exist in their favor at the time
13 of the release of the Released Defendant Parties, and any and all Released Defendant’s
14 Claims which the Released Defendant Parties do not know or suspect to exist in their
15 favor at the time of the release of the Releasing Plaintiff Parties, which, if known by
16 him, her, or it, might have affected his, her or its decision(s) with respect to the
17 Settlement, including the decision to object to the terms of the Settlement or to
18 exclude himself, herself, or itself from the Class. With respect to any and all Released
19 Plaintiff’s Claims and Released Defendant’s Claims, the Settling Parties stipulate and
20 agree that, upon the Effective Date, Lead Plaintiff and Defendant Banc of California
Party shall expressly waive, and each Releasing Plaintiff Party and Released Defendant
provides:

21 **A general release does not extend to claims which the creditor or**
22 **releasing party does not know or suspect to exist in his or her favor**
23 **at the time of executing the release and that, if known by him or her,**
24 **would have materially affected his or her settlement with the debtor**
or released party.

25 Lead Plaintiff and Defendant Banc of California shall expressly waive, and each
26 Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and
27 by operation of the Judgment shall have expressly waived, any and all provisions,
28 rights, and benefits conferred by any law of any state or territory of the United States
or any foreign country, or any principle of common law, which is similar, comparable
or equivalent in substance to California Civil Code §1542. Lead Plaintiff, any

1 Releasing Plaintiff Party, Defendant Banc of California, or any Released Defendant
2 Party may hereafter discover facts, legal theories, or authorities in addition to or
3 different from those which any of them now knows or believes to be true with respect
4 to the subject matter of the Released Plaintiff's Claims and the Released Defendant's
5 Claims, but Lead Plaintiff and Defendant Banc of California shall expressly, fully,
6 finally, and forever waive, compromise, settle, discharge, extinguish, and release, and
7 each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have
8 waived, compromised, settled, discharged, extinguished, and released, and upon the
9 Effective Date and by operation of the Judgment shall have waived, compromised,
10 settled, discharged, extinguished, and released, fully, finally, and forever, any and all
11 Released Plaintiff's Claims and Released Defendant's Claims as applicable, known or
12 unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued,
13 apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist,
14 without regard to the subsequent discovery or existence of such different or additional
15 facts, legal theories, or authorities. Lead Plaintiff and Defendant Banc of California
16 acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall
17 be deemed by operation of the Judgment to have acknowledged, that the foregoing
18 waiver was separately bargained for and a key element of the Settlement.

19
20 45. The Judgment also will provide that Defendant Banc of California and
21 each and every Released Defendant Party shall be deemed to have fully, finally, and
22 forever waived, released, discharged, and dismissed each and every one of the
23 Released Defendant's Claims against each and every one of the Releasing Plaintiff
24 Parties and shall forever be barred and enjoined from commencing, instituting,
25 prosecuting, or maintaining any and all of the Released Defendant's Claims against
26 any and all of the Releasing Plaintiff Parties. Claims to enforce the terms of the
27 Stipulation are not released.
28

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS
SEEKING? HOW WILL THE LAWYERS BE PAID?**

22 46. Lead Counsel has not received any payment for its services in pursuing
23 claims against Defendants on behalf of the Class, nor has Lead Counsel been paid for
24 its expenses. Before final approval of the Settlement, Lead Counsel intends to apply
25 to the Court for an award of attorneys' fees, on behalf of all Plaintiffs' Counsel, from
26 the Settlement Fund of no more than 33% of the Settlement Amount and for payment
27 of Plaintiffs' Counsel's litigation expenses in an amount not to exceed \$1.7 million,
28 plus interest on both amounts. In addition, Lead Plaintiff may apply for an amount
not to exceed \$10,000 pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its
representation of the Class. The Court will determine the amount of the award of fees
and expenses. Such sums as may be approved by the Court will be paid from the

1 Settlement Fund. Class Members are not personally liable for any such fees or
2 expenses.

3 **HOW DO I PARTICIPATE IN THE SETTLEMENT?**
4 **WHAT DO I NEED TO DO?**

5 47. If you fall within the definition of the Class as described above, and you
6 are not excluded by the definition of the Class and you do not elect to exclude yourself
7 from the Class, then you are a Class Member, and you will be bound by the proposed
8 Settlement if the Court approves it, and by any judgment or determination of the Court
9 affecting the Class. If you are a Class Member, you must submit a Claim Form and
10 supporting documentation to establish your potential entitlement to share in the
11 proceeds of the Settlement. A Claim Form is included with this Notice, or you may
12 go to the website maintained by the Claims Administrator for the Settlement to
13 download a copy or request that a Claim Form be mailed to you. The website is
14 www.BancOfCaliforniaSecuritiesSettlement.com. You may also request a Claim
15 Form by calling toll-free 1-866-617-3471. If you exclude yourself from the Class or
16 do not submit a timely and valid Claim Form with adequate supporting
17 documentation, you will not be entitled to share in the proceeds of the Settlement
18 unless otherwise ordered by the Court. Please retain all original records of your
19 ownership of, or transactions in, the shares, as they may be needed to document your
20 claim.

21 48. As a Class Member, for purposes of the Settlement, you are represented
22 by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel
23 of your own choice at your own expense. You need not retain your own counsel, but
24 if you choose to do so, your counsel must file a notice of appearance on your behalf
25 and must serve copies of his or her notice of appearance on the attorneys listed in the
26 section entitled, “When And Where Will The Court Decide Whether To Approve The
27 Settlement?” below.

28 49. If you do not wish to remain a Class Member, you may exclude yourself
from the Class by following the instructions in the section entitled, “What If I Do Not
Want To Be A Part Of The Settlement? How Do I Exclude Myself?” below. If you
exclude yourself from the Class, you will not be eligible to receive any benefit from
the Settlement and you should not submit a Claim Form but you will retain the right to
be a part of any other lawsuit against any of the Released Defendant Parties (as
defined in ¶42 above) with respect to any of the Released Plaintiff’s Claims (as
defined in ¶41 above).

1 50. If you wish to object to the Settlement or any of its terms, the proposed
2 Plan of Allocation, or Lead Counsel’s application for attorneys’ fees and litigation
3 expenses, and if you do not exclude yourself from the Class, you may present your
4 objections by following the instructions in the section entitled, “When And Where
5 Will The Court Decide Whether To Approve The Settlement?” below. If you exclude
6 yourself from the Class, you are not entitled to submit an objection.

7 **WHAT IF I DO NOT WANT TO BE A PART OF THE SETTLEMENT?
8 HOW DO I EXCLUDE MYSELF?**

9 51. Each Class Member will be bound by all determinations and judgments
10 in this lawsuit concerning the Settlement, whether favorable or unfavorable, unless
11 such person or entity mails, by first-class mail (or its equivalent outside the U.S.), or
12 otherwise delivers a written request for exclusion from the Class, addressed to *Banc of
13 California Securities Settlement, c/o Gilardi & Co. LLC, EXCLUSIONS, 3301 Kerner
14 Blvd., San Rafael, CA 94901*. The exclusion request must be *postmarked* no later
15 than _____, **20**__. Each request for exclusion must state the name, address and
16 telephone number of the person or entity seeking exclusion, that the sender requests to
17 be excluded from the Class in *Banc of California Securities Settlement*, and must be
18 signed by such person. Such persons or entities requesting exclusion must also
19 provide the following information: the number of shares of Banc of California
20 Securities that the Person requesting exclusion purchased, acquired and/or sold from
21 April 15, 2016 through January 20, 2017, inclusive, as well as the dates and prices for
22 each such purchase or acquisition and sale. The request for exclusion will not be
23 effective unless it provides the required information and is made within the time stated
24 above, or the exclusion is otherwise accepted by the Court. If you exclude yourself
25 from the Class, you should understand that Defendant Banc of California and the other
26 Released Defendant Parties will have the right to assert any and all defenses they may
27 have to any claims that you may seek to assert, including, without limitation, the
28 defense that any such claims are untimely under applicable statutes of limitations and
statutes of repose.

52. Excluding yourself from the Class is the only option that allows you to be
part of any other current or future lawsuit against Defendants or any of the other
Released Defendant Parties concerning the Released Plaintiff’s Claims. Please note,
however, that if you decide to exclude yourself from the Class, you may be time-
barred from asserting the claims covered by the Litigation by a statute of repose.

53. If you request to be excluded from the Class, you will not receive any
benefit provided for in the Stipulation.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?
DO I HAVE TO COME TO THE HEARING?
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

54. If you do not wish to object in person to the proposed Settlement, the proposed Plan of Allocation, and/or the application for attorneys' fees and litigation expenses, you do not need to attend the Settlement Hearing. You can object to or participate in the Settlement without attending the Settlement Hearing.

55. The Settlement Hearing will be held on _____, 20__, at _____ .m., before the Honorable Andrew J. Guilford, at the United States District Court, Central District of California, Southern Division, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Courtroom 10D, Santa Ana, CA 92701. The Court may approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the Members of the Class.

56. Any Class Member who does not timely request exclusion may object to the Settlement, the Plan of Allocation, and/or Lead Counsel's request for an award of attorneys' fees and litigation expenses, including Lead Plaintiff's request for an award pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its representation of the Class.⁴ You must submit your objection in writing. You must file any written objection or opposition, together with copies of all other supporting papers and briefs, with the Clerk's Office at the United States District Court for the Central District of California, Southern Division, at the address set forth below on or before _____, 20__. You must also serve the papers on Lead Counsel for the Class and counsel for Defendant Banc of California at the addresses set forth below so that the papers are *received* on or before _____, 20__.

⁴ Lead Plaintiff's initial motion papers in support of these matters will be filed with the Court on or before _____, 20__.

<u>Court</u>	<u>Lead Counsel for the Class</u>	<u>Counsel for Defendant Banc of California</u>
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	ROBBINS GELLER RUDMAN & DOWD LLP Theodore J. Pintar 655 West Broadway Suite 1900 San Diego, CA 92101	MORRISON & FOERSTER LLP Mark R. McDonald 707 Wilshire Blvd. Suite 6000 Los Angeles, CA 90017

57. Your objection must document the objecting Person's membership in the Class, including the number of shares of Banc of California Securities that you (1) owned as of the opening of trading on April 15, 2016, and (2) purchased, acquired and/or sold during the Class Period, as well as the dates and prices for each such purchase, acquisition or sale. Your objection must state whether it applies only to you, to a specific subset of the Class, or to the entire Class, and also state with specificity the grounds for the objection. Your objection must include copies of any papers, briefs, or other documents upon which the objection is based, a statement of whether the objector intends to appear at the Settlement Hearing, and your signature, even if you are represented by counsel. Documentation establishing your membership in the Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. If you object and desire to present evidence at the Settlement Hearing in support of your objection, you must include in your written objection or notice of appearance the identity of any witnesses you may call to testify and any exhibits they intend to introduce into evidence at the hearing.

58. You may not appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

59. You need not hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. If you hire an attorney, which will be at your own expense, however, he or she must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is received on or before ____, 20__.

60. The Settlement Hearing may be adjourned by the Court without further written notice to the Class, other than a posting of the adjournment on the Settlement

1 website, www.BancOfCaliforniaSecuritiesSettlement.com. If you plan to attend the
2 Settlement Hearing, you should confirm the date and time with Lead Counsel.

3 **Unless the Court orders otherwise, any Class Member who does not**
4 **object in the manner described above will be deemed to have waived**
5 **any objection and shall be forever foreclosed from making any**
6 **objection to the proposed Settlement, the proposed Plan of**
7 **Allocation, or Lead Counsel's request for an award of attorneys'**
8 **fees and litigation expenses and any amount sought by Lead Plaintiff**
9 **pursuant to 15 U.S.C. §78u-4(a)(4) in connection with its**
10 **representation of the Class. Class Members do not need to appear at**
11 **the hearing or take any other action to indicate their approval.**

8 **WHAT IF I BOUGHT SHARES ON SOMEONE ELSE'S BEHALF?**

9
10 61. Nominees who purchased, acquired, and/or sold Banc of California
11 Securities for beneficial owners who are Class Members are directed to: (a) request
12 within seven (7) calendar days of receipt of this Notice additional copies of the Notice
13 and the Claim Form from the Claims Administrator for such beneficial owners; or
14 (b) send a list of the names and addresses of such beneficial owners to the Claims
15 Administrator within seven (7) calendar days after receipt of this Notice. If a nominee
16 elects to send the Notice to beneficial owners, such nominee is directed to mail the
17 Notice within seven (7) calendar days of receipt of the additional copies of the Notice
18 from the Claims Administrator, and upon such mailing, the nominee shall send a
19 statement to the Claims Administrator confirming that the mailing was made as
20 directed, and the nominee shall retain the list of names and addresses for use in
21 connection with any possible future notice to the Class. Upon full compliance with
22 these instructions, including the timely mailing of the Notice to beneficial owners,
23 such nominees may seek reimbursement of their reasonable expenses actually incurred
24 in complying with these instructions by providing the Claims Administrator with
25 proper documentation supporting the expenses for which reimbursement is sought and
26 reflecting compliance with these instructions, including timely mailing of the Notice,
27 if the nominee elected or elects to do so. Such properly documented expenses
28 incurred by nominees in compliance with the terms of these instructions will be paid
from the Settlement Fund. You may also obtain copies of this Notice by calling toll-
free 1-866-617-3471, and you may also download it from the Settlement website,
www.BancOfCaliforniaSecuritiesSettlement.com.

25 **CAN I SEE THE COURT FILE?** 26 **WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

27 62. This Notice contains only a summary of the terms of the proposed
28 Settlement. More detailed information about the matters involved in the Litigation is

1 available at www.BancOfCaliforniaSecuritiesSettlement.com, including, among other
2 documents, copies of the Stipulation and Claim Form. All inquiries concerning this
3 Notice or the Claim Form should be directed to:

4 *Banc of California Securities Settlement*
5 Claims Administrator
6 c/o Gilardi & Co. LLC
7 P.O. Box 43319
8 Providence, RI 02940-3319
9 Toll-free number: 1-866-617-3471

10 **OR**

11 Theodore J. Pinter
12 ROBBINS GELLER RUDMAN & DOWD LLP
13 655 West Broadway, Suite 1900
14 San Diego, CA 92101
15 1-800-449-4900
16 tedp@rgrdlaw.com

17 **DO NOT CALL OR WRITE THE COURT OR THE**
18 **OFFICE OF THE CLERK OF COURT**
19 **REGARDING THIS NOTICE.**

20 Dated: _____

21 By Order of the Court
22 United States District Court
23 Central District of California
24 Southern Division

25 EXHIBIT A-1

26 71

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SPENCER A. BURKHOLZ (147029)
LAURIE L. LARGENT (153493)
3 ROBERT R. HENSSLER JR. (216165)
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5 San Diego, CA 92101
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8 malpert@rgrdlaw.com
eoliver@rgrdlaw.com

9 Lead Counsel for Plaintiff

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 In re BANC OF CALIFORNIA
14 SECURITIES LITIGATION

) No. SACV 17-00118 AG (DFMx)
) consolidated with
) SACV 17-00138 AG (DFMx)

16 This Document Relates To:

17 ALL ACTIONS.
18

) CLASS ACTION
) PROOF OF CLAIM AND RELEASE
) EXHIBIT A-2

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Member of the Class based on your claims in the action
3 entitled *In re Banc of California Securities Litigation*, No. SACV 17-00118 AG
4 (DFMx) consolidated with SACV 17-00138 AG (DFMx) (the “Litigation”), you must
5 complete and, on page ___ hereof, sign this Proof of Claim and Release. If you fail to
6 submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of
7 Claim and Release, your claim may be rejected and you may be precluded from any
8 recovery from the Net Settlement Fund created in connection with the proposed
9 Settlement of the Litigation.

10 2. Submission of this Proof of Claim and Release, however, does not assure
11 that you will share in the proceeds of the Settlement of the Litigation.

12 3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND
13 SIGNED PROOF OF CLAIM AND RELEASE ON OR BEFORE _____, 20___,
14 ADDRESSED AS FOLLOWS:

15 *Banc of California Securities Settlement*
16 Claims Administrator
17 c/o Gilardi & Co. LLC
P.O. Box 43319
Providence, RI 02940-3319

18 Online submissions: www.BancOfCaliforniaSecuritiesSettlement.com

19 If you are NOT a Member of the Class (as defined in the Notice of Pendency and
20 Proposed Settlement of Class Action (the “Notice”)), DO NOT submit a Proof of
21 Claim and Release form.

22 4. If you are a Member of the Class and you do not timely request exclusion
23 in connection with the proposed Settlement, you will be bound by the terms of any
24 judgment entered in the Litigation, including the releases provided therein,
25 WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE
26 FORM.

27
28

1 **II. CLAIMANT IDENTIFICATION**

2 If you purchased or otherwise acquired Banc of California, Inc. (“Banc of
3 California” or the “Company”) common stock (“Securities”) during the period from
4 April 15, 2016 through and including January 20, 2017, and held the Securities in
5 your name, you are the beneficial purchaser, acquirer or seller as well as the record
6 purchaser, acquirer or seller. If, however, you purchased, otherwise acquired or sold
7 Securities that were registered in the name of a third party, such as a nominee or
8 brokerage firm, you are the beneficial purchaser, acquirer or seller and the third party
9 is the record purchaser, acquirer or seller.

10 Use Part I of this form entitled “Claimant Identification” to identify each
11 purchaser, acquirer or seller of record (“nominee”), if different from the beneficial
12 purchaser, acquirer or seller of the Securities which form the basis of this claim.
13 THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL
14 PURCHASER(S), ACQUIRER(S) OR SELLER(S) OR THE LEGAL
15 REPRESENTATIVE OF SUCH PURCHASER(S), ACQUIRER(S) OR SELLER(S)
16 OF THE SECURITIES UPON WHICH THIS CLAIM IS BASED.

17 All joint purchasers, acquirers and/or seller(s) must sign this claim. Executors,
18 administrators, guardians, conservators and trustees must complete and sign this claim
19 on behalf of persons represented by them and their authority must accompany this
20 claim and their titles or capacities must be stated. The Social Security (or taxpayer
21 identification) number and telephone number of the beneficial owner may be used in
22 verifying the claim. Failure to provide the foregoing information could delay
23 verification of your claim or result in rejection of the claim.

24 If you are acting in a representative capacity on behalf of a Class Member (for
25 example, as an executor, administrator, trustee, or other representative), you must
26 submit evidence of your current authority to act on behalf of that Class Member. Such
27 evidence would include, for example, letters testamentary, letters of administration, or
28 a copy of the trust documents.

1 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large
2 numbers of transactions may request to, or may be requested to by the Claims
3 Administrator, submit information regarding their transactions in electronic files. All
4 such claimants MUST also submit a manually signed paper Proof of Claim and
5 Release form listing all their transactions whether or not they also submit electronic
6 copies. If you wish to submit your claim electronically, you must contact the Claims
7 Administrator at edata@gilardi.com to obtain the required file layout. No electronic
8 files will be considered to have been properly submitted unless the Claims
9 Administrator issues to the claimant a written acknowledgement of receipt and
10 acceptance of electronically submitted data.

11 **III. CLAIM FORM**

12 Use Part II of this form entitled “Schedule of Transactions in Banc of California
13 Securities” to supply all required details of your transaction(s) in Banc of California
14 Securities. If you need more space or additional schedules, attach separate sheets
15 giving all of the required information in substantially the same form. Sign and print or
16 type your name on each additional sheet.

17 On the schedules, provide all of the requested information with respect to *all* of
18 your purchases or acquisitions and *all* of your sales of Banc of California Securities
19 between April 15, 2016 and April 21, 2017, inclusive, whether such transactions
20 resulted in a profit or a loss. You must also provide all of the requested information
21 with respect to *all* of the Banc of California Securities you held at the close of trading
22 on April 14, 2016, January 20, 2017, and April 21, 2017. Failure to report all such
23 transactions may result in the rejection of your claim.

24 List these transactions separately and in chronological order, by trade date,
25 beginning with the earliest. You must accurately provide the month, day and year of
26 each transaction you list.

27
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1 The date of covering a “short sale” is deemed to be the date of purchase of Banc
2 of California Securities. The date of a “short sale” is deemed to be the date of sale of
3 Banc of California Securities.

4 Copies of stockbroker confirmation slips, stockbroker statements, or other
5 documents evidencing your transactions in Banc of California Securities should be
6 attached to your claim, including documentation for the close of any exchange traded
7 options listed on your claim even if the option was closed outside of the period
8 between April 15, 2016 and January 20, 2017, inclusive. If any such documents are
9 not in your possession, please obtain a copy or equivalent documents from your
10 broker because these documents are necessary to prove and process your claim.
11 Failure to provide this documentation could delay verification of your claim or result
12 in rejection of your claim.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

In re Banc of California Securities Litigation,
Case No. SACV 17-00118 AG (DFMx) consolidated with
SACV 17-00138 AG (DFMx)

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:

_____, 20__

Please Type or Print

Remember to attach copies of stockbroker confirmation slips, stockbroker statements or other documentation of your transactions in Banc of California Securities. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City State or Province

Zip Code or Postal Code Country

_____ Individual

Social Security Number or Taxpayer Identification Number _____ Corporation/Other

Area Code Telephone Number (work)

Area Code Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

1 PART II: SCHEDULE OF TRANSACTIONS IN BANC OF CALIFORNIA
2 SECURITIES

3 A. Number of Banc of California Securities held at the close of trading on
4 April 14, 2016: _____.

5 B. Purchases or acquisitions of Banc of California Securities between
6 April 15, 2016 and April 21, 2017, inclusive:

7 Trade Date Mo. Day Year	Number of Securities Purchased or Acquired	Total Purchase or Acquisition Price
8 1. _____	1. _____	1. _____
9 2. _____	2. _____	2. _____
10 3. _____	3. _____	3. _____

11
12 IMPORTANT: Identify by number listed above all purchases in which you
13 covered a "short sale": _____

14 C. Sales of Banc of California Securities between April 15, 2016 and
15 April 21, 2017, inclusive:

16 Trade Date Mo. Day Year	Number of Securities Sold	Total Sales Price
17 1. _____	1. _____	1. _____
18 2. _____	2. _____	2. _____
19 3. _____	3. _____	3. _____

20 D. Number of Banc of California Securities held at the close of trading on
21 January 20, 2017: _____

22 E. Number of Banc of California Securities held at the close of trading on
23 April 21, 2017: _____

24 If you require additional space, attach extra schedules in the same format as
25 above. Sign and print your name on each additional page.

26 **YOU MUST READ AND SIGN THE RELEASE ON PAGE _____.**

27 **FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN
28 PROCESSING YOUR CLAIM OR IN THE REJECTION OF YOUR CLAIM.**

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim and Release under the terms of the
4 Stipulation of Settlement described in the Notice. I (We) also submit to the
5 jurisdiction of the United States District Court for the Central District of California
6 with respect to my (our) claim as a Class Member and for purposes of enforcing the
7 release set forth herein. I (We) further acknowledge that I am (we are) bound by and
8 subject to the terms of any judgment that may be entered in the Litigation. I (We)
9 agree to furnish additional information to the Claims Administrator to support this
10 claim if requested to do so. I (We) have not submitted any other claim in connection
11 with the purchase or acquisition of Banc of California Securities and know of no other
12 person having done so on my (our) behalf.

13 **V. RELEASE**

14 1. I (We) hereby acknowledge full and complete satisfaction of, and do
15 hereby fully, finally and forever settle, release and discharge from the Released
16 Plaintiff's Claims each and all of the Released Defendant Parties as provided in
17 paragraph 4.1 of the Stipulation of Settlement.

18 2. This release shall be of no force or effect unless and until the Court
19 approves the Stipulation of Settlement and the Settlement becomes effective on the
20 Effective Date.

21 3. I (We) hereby warrant and represent that I (we) have not assigned or
22 transferred or purported to assign or transfer, voluntarily or involuntarily, any matter
23 released pursuant to this release or any other part or portion thereof.

24 4. I (We) hereby warrant and represent that I (we) have included
25 information about all of my (our) purchases, acquisitions and sales of Banc of
26 California Securities between April 15, 2016 and April 21, 2017, inclusive, and the
27 number of Banc of California Securities held by me (us) at the close of trading on
28 April 14, 2016, January 20, 2017, and April 21, 2017.

1 I declare under penalty of perjury under the laws of the United States of
2 America that the foregoing information supplied by the undersigned is true and
3 correct.

4 Executed this _____ day of _____
5 (Month/Year)
6 in _____
7 (City) (State/Country)

8 _____
(Sign your name here)

9 _____
(Type or print your name here)

10 _____
(Capacity of person(s) signing,
11 e.g., Beneficial Purchaser or Acquirer,
12 Executor or Administrator)

13
14 **ACCURATE CLAIMS PROCESSING TAKES A**
15 **SIGNIFICANT AMOUNT OF TIME.**
16 **THANK YOU FOR YOUR PATIENCE.**

17 **Reminder Checklist:**

- 18 1. Please sign the above release and acknowledgment.
- 19 2. Remember to attach copies of supporting documentation.
- 20 3. Do not send originals of stock certificates or other documentation as they
21 will not be returned.
- 22 4. Keep a copy of your claim form and all supporting documentation for
23 your records.
- 24 5. If you desire an acknowledgment of receipt of your claim form, please
25 send it Certified Mail, Return Receipt Requested.
- 26 6. If you move, please send your new address to the address below.
- 27 7. Do not use red pen or highlighter on the Proof of Claim and Release or
28 supporting documentation.

26 **THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE**
27 **OR IF MAILED POSTMARKED NO LATER THAN _____, 20__,**
28 **ADDRESSED AS FOLLOWS:**

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Banc of California Securities Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 43319
Providence, RI 02940-3319
www.BancOfCaliforniaSecuritiesSettlement.com

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SPENCER A. BURKHOLZ (147029)
LAURIE L. LARGENT (153493)
3 ROBERT R. HENSSLER JR. (216165)
MATTHEW I. ALPERT (238024)
4 ERIKA OLIVER (306614)
655 West Broadway, Suite 1900
5 San Diego, CA 92101
Telephone: 619/231-1058
6 619/231-7423 (fax)
spenceb@rgrdlaw.com
7 llargent@rgrdlaw.com
bhenssler@rgrdlaw.com
8 malpert@rgrdlaw.com
eoliver@rgrdlaw.com

9 Lead Counsel for Plaintiff

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 In re BANC OF CALIFORNIA
14 SECURITIES LITIGATION

) No. SACV 17-00118 AG (DFMx)
) consolidated with
) SACV 17-00138 AG (DFMx)

15 _____
16 This Document Relates To:

) CLASS ACTION

17 ALL ACTIONS.

) SUMMARY NOTICE

18 _____
) EXHIBIT A-3

1 IF YOU PURCHASED OR ACQUIRED BANC OF CALIFORNIA, INC. (“BANC
2 OF CALIFORNIA”) COMMON STOCK FROM APRIL 15, 2016, THROUGH AND
3 INCLUDING JANUARY 20, 2017 (THE “CLASS”), YOU COULD RECEIVE A
4 PAYMENT FROM A CLASS ACTION SETTLEMENT. CERTAIN PERSONS
ARE EXCLUDED FROM THE DEFINITION OF THE CLASS AS SET FORTH IN
THE STIPULATION OF SETTLEMENT.

5 PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
6 AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

7 YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of
8 Civil Procedure and Order of the United States District Court for the Central District
9 of California, Southern Division, that the above-captioned litigation (the “Litigation”)
10 has been certified as a class action and that a Settlement has been proposed for
11 \$19,750,000 in cash. A hearing will be held on _____, 20__, at __: __.m.,
12 before the Honorable Andrew J. Guilford at the Ronald Reagan Federal Building and
13 United States Courthouse, 411 West Fourth Street, Courtroom 10D, Santa Ana, CA
14 92701, for the purpose of determining whether: (1) the proposed Settlement should be
15 approved by the Court as fair, reasonable and adequate; (2) the proposed Plan of
16 Allocation for distribution of the Settlement proceeds is fair, reasonable and adequate
17 and therefore should be approved; and (3) the application of Lead Counsel for the
18 payment of attorneys’ fees and litigation expenses from the Settlement Fund,
19 including interest earned thereon, and an amount for Lead Plaintiff pursuant to
20 15 U.S.C. §78u-4(a)(4) in connection with its representation of the Class, should be
21 approved; and (4) the Court should enter the Final Judgment and Order of Dismissal
22 with Prejudice.

23 IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR
24 RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF THE LITIGATION,
25 AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND. If
26 you have not received a detailed Notice of Pendency and Proposed Settlement of
27 Class Action (the “Notice”) and a copy of the Proof of Claim and Release, you may
28 obtain a copy of these documents by contacting the Claims Administrator: *Banc of*

1 *California Securities Settlement*, c/o Gilardi & Co. LLC, P.O. Box 43319, Providence,
2 RI 02940-3319, 1-866-617-3471. You may also obtain copies of the Stipulation of
3 Settlement, Notice and Proof of Claim and Release at
4 www.BancOfCaliforniaSecuritiesSettlement.com.

5 If you are a Class Member, to be eligible to share in the distribution of the Net
6 Settlement Fund, you must submit a Proof of Claim and Release by mail postmarked
7 no later than _____, 20__, or submit it online by that date, establishing that
8 you are entitled to a recovery. If you do not submit a valid Proof of Claim and
9 Release, you will not share in the distribution of the Net Settlement Fund, but you will
10 still be bound by any judgment entered by the Court in this Litigation (including the
11 releases provided for therein).

12 If you are a Class Member and do not exclude yourself from the Class, you will
13 be bound by any judgment entered by the Court in this Litigation (including the
14 releases provided for therein) whether or not you submit a Proof of Claim and
15 Release. To exclude yourself from the Class, you must submit a written request for
16 exclusion so that is postmarked no later than _____, 20__, in accordance with
17 the instructions set forth in the Notice. If you request exclusion, you will not recover
18 money pursuant to the Settlement. Any objection to the proposed Settlement, the Plan
19 of Allocation, or the fee and expense application must be filed with the Court and
20 delivered such that it is **received** by each of the following no later than _____, 20__:

21 *Court:*

22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA
24 CLERK OF THE COURT
25 Ronald Reagan Federal Building &
26 United States Courthouse
27 411 West Fourth Street
28 Santa Ana, CA 92701

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Lead Counsel:

ROBBINS GELLER RUDMAN
& DOWD LLP
THEODORE J. PINTAR
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 800/449-4900

Defendants' Counsel:

MORRISON & FOERSTER LLP
MARK R. McDONALD
707 Wilshire Blvd., Suite 6000
Los Angeles, CA 90017
Telephone: 213/892-5200

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL REGARDING THIS NOTICE. If you have any questions about the Settlement, or your eligibility to participate in the Settlement, you may contact Lead Counsel at the address and phone number listed above.

DATED: _____

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

EXHIBIT B

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SPENCER A. BURKHOLZ (147029)
LAURIE L. LARGENT (153493)
3 ROBERT R. HENSSLER JR. (216165)
MATTHEW I. ALPERT (238024)
4 ERIKA OLIVER (306614)
655 West Broadway, Suite 1900
5 San Diego, CA 92101
Telephone: 619/231-1058
6 619/231-7423 (fax)
spenceb@rgrdlaw.com
7 llargent@rgrdlaw.com
bhenssler@rgrdlaw.com
8 malpert@rgrdlaw.com
eoliver@rgrdlaw.com

9 Lead Counsel for Plaintiff

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 SOUTHERN DIVISION

13 In re BANC OF CALIFORNIA
14 SECURITIES LITIGATION

) No. SACV 17-00118 AG (DFMx)
) consolidated with
) SACV 17-00138 AG (DFMx)

15 _____
16 This Document Relates To:

) CLASS ACTION

17 ALL ACTIONS.
18

) [PROPOSED] FINAL JUDGMENT
) AND ORDER OF DISMISSAL WITH
) PREJUDICE

19 _____
) EXHIBIT B

1 This matter came before the Court for hearing pursuant to the Order of this
2 Court, dated _____, on the application of the Settling Parties for approval of
3 the Settlement set forth in the Stipulation of Settlement dated October 28, 2019 (the
4 “Stipulation”). Due and adequate notice having been given to the Class as required in
5 the Order, the Court having considered all papers filed and proceedings held herein
6 and otherwise being fully informed in the premises and good cause appearing
7 therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

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

11 2. This Court has jurisdiction over the subject matter of the Litigation and
12 over all parties to the Litigation, including all Members of the Class.

13 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court
14 hereby approves the Settlement set forth in the Stipulation and finds that:

15 (a) the Stipulation and the Settlement contained therein are, in all
16 respects, fair, reasonable and adequate;

17 (b) there was no collusion in connection with the Stipulation;

18 (c) the Stipulation was the product of informed, arm’s-length
19 negotiations among competent, able counsel; and

20 (d) the record is sufficiently developed and complete to have enabled
21 Lead Plaintiff and Defendant Banc of California to have adequately evaluated and
22 considered their positions.

23 4. Accordingly, the Court directs the Settling Parties to consummate the
24 Settlement pursuant to the Stipulation, as well as the terms and provisions hereof. The
25 Litigation and all claims contained therein are dismissed with prejudice as to Lead
26 Plaintiff and the other Class Members. Except as to any persons who validly request
27 exclusion and whose names are set out in Exhibit 1 hereto, the Court hereby dismisses
28 with prejudice the Litigation and all Released Plaintiff’s Claims (including, without

1 limitation, Unknown Claims) of the Class as against each and all of the Released
2 Defendant Parties. The Settling Parties are to bear their own costs except as otherwise
3 provided in the Stipulation.

4 5. No Person shall have any claim against Lead Plaintiff, Lead Counsel, or
5 the Claims Administrator, or any other Person designated by Lead Counsel based on
6 determinations or distributions made substantially in accordance with the Stipulation
7 and the Settlement contained therein, the Plan of Allocation, or further order(s) of the
8 Court.

9 6. Upon the Effective Date, Lead Plaintiff and each of the Class Members
10 shall be deemed to have, and by operation of this Judgment shall have, fully, finally
11 and forever waived, released, discharged, and dismissed each and every one of the
12 Released Plaintiff's Claims (including, without limitation, Unknown Claims) against
13 each and every one of the Released Defendant Parties with prejudice on the merits,
14 whether or not Lead Plaintiff or such Class Member executes and delivers the Proof of
15 Claim and Release and whether or not Lead Plaintiff or each of the Class Members
16 ever seeks or obtains any distribution from the Settlement Fund. Claims to enforce
17 the terms of the Stipulation are not released.

18 7. Upon the Effective Date, Defendant Banc of California and each and
19 every Released Defendant Party shall be deemed to have, and by operation of this
20 Judgment shall have, fully, finally and forever waived, released, discharged, and
21 dismissed the Releasing Plaintiff Parties from all Released Defendant's Claims
22 (including, without limitation, Unknown Claims). Claims to enforce the terms of the
23 Stipulation are not released.

24 8. Upon the Effective Date, Lead Plaintiff, all Class Members and anyone
25 claiming through or on behalf of any of them are forever barred and enjoined from
26 commencing, instituting, asserting or continuing to prosecute any action or proceeding
27 in any court of law or equity, arbitration tribunal, administration forum or other forum
28

1 of any kind any of the Released Plaintiff's Claims (including, without limitation,
2 Unknown Claims) against any of the Released Defendant Parties.

3 9. The distribution of the Notice of Pendency and Proposed Settlement of
4 Class Action and publication of the Summary Notice as provided for in the
5 Preliminary Approval Order constituted the best notice practicable under the
6 circumstances, including individual notice to Class Members who could be identified
7 through reasonable effort. The notice provided was the best notice practicable under
8 the circumstances of those proceedings and of the matters set forth therein, including
9 the proposed Settlement set forth in the Stipulation, to all Persons entitled to such
10 notice, and said notice fully satisfied the requirements of Federal Rule of Civil
11 Procedure 23, due process and any other applicable law, including the Private
12 Securities Litigation Reform Act of 1995. No Class Member is relieved from the
13 terms of the Settlement, including the releases provided for therein, based upon the
14 contention or proof that such Class Member failed to receive actual or adequate
15 notice. A full opportunity has been offered to the Class Members to object to the
16 proposed Settlement and to participate in the hearing thereon. The Court further finds
17 that the notice provisions of the Class Action Fairness Act, 28 U.S.C. Section 1715,
18 were fully discharged and that the statutory waiting period has elapsed. Thus, the
19 Court hereby determines that all Members of the Class are bound by this Judgment,
20 except those persons listed on Exhibit 1 to this Judgment.

21 10. Any Plan of Allocation submitted by Lead Counsel or any order entered
22 regarding any attorneys' fee and expense application shall in no way disturb or affect
23 this Judgment and shall be considered separate from this Judgment. Any order or
24 proceeding relating to the Plan of Allocation or any order entered regarding any
25 attorneys' fee and expense application, or any appeal from any order relating thereto
26 or reversal or modification thereof, shall not affect or delay the finality of the Final
27 Judgment in this action.

28

1 11. This Judgment and the Stipulation, whether or not consummated, and any
2 discussion, negotiation, proceeding, or agreement relating to the Stipulation, the
3 Settlement, and any matter arising in connection with settlement discussions or
4 negotiations, proceedings, or agreements, shall not be offered or received against or to
5 the prejudice of the Settling Parties or their respective counsel, for any purpose other
6 than in an action to enforce the terms hereof, and in particular:

7 (a) do not constitute, and shall not be offered or received against or to
8 the prejudice of Defendant Banc as evidence of, or construed as, or deemed to be
9 evidence of any presumption, concession or admission by Defendant Banc with
10 respect to the truth of any allegation by Lead Plaintiff and the Class or the validity of
11 any claim that has been or could have been asserted in the Litigation or in any
12 litigation, including, but not limited to, the Released Plaintiff's Claims, or of any
13 liability, damages, negligence, fault or wrongdoing of Defendant Banc or any person
14 or entity whatsoever;

15 (b) do not constitute, and shall not be offered or received against or to
16 the prejudice of Defendant Banc as evidence of a presumption, concession, or
17 admission of any fault, misrepresentations, or omission with respect to any statement
18 or written document approved or made by Defendant Banc, or against or to the
19 prejudice of Lead Plaintiff or any other Class Members as evidence of any infirmity in
20 the claims of Lead Plaintiff or the other Class Members;

21 (c) do not constitute, and shall not be offered or received against or to
22 the prejudice of Defendant Banc, Lead Plaintiff, any other Class Members, or their
23 respective counsel, as evidence of a presumption, concession or admission with
24 respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any
25 way referred to for any other reason against or to the prejudice of any of the Settling
26 Parties, in any other civil, criminal, or administrative action or proceeding, other than
27 such proceedings as may be necessary to effectuate the provisions of the Stipulation;
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1 (d) do not constitute, and shall not be construed as, or offered or
2 received against or to the prejudice of Defendant Banc, Lead Plaintiff, or any other
3 Class Members, as evidence of a presumption, concession, or admission that the
4 consideration to be given hereunder represents the amount which could be or would
5 have been recovered after trial;

6 (e) do not constitute, and shall not be construed as, or offered or
7 received against or to the prejudice of Defendant Banc, Lead Plaintiff, or any other
8 Class Members, as evidence of a presumption, concession, or admission that any of
9 their claims are without merit or infirm or that damages recoverable under the
10 Consolidated Complaint would not have exceeded the Settlement Amount.

11 12. Without affecting the finality of this Judgment in any way, this Court
12 retains continuing jurisdiction over: (a) implementation of the Settlement and any
13 award or distribution of the Settlement Fund, including interest earned thereon;
14 (b) disposition of the Settlement Fund; (c) hearing and determining applications for
15 attorneys' fees and expenses in the Litigation; and (d) all parties hereto for the purpose
16 of construing, enforcing and administering the Settlement.

17 13. The Court finds that the Settling Parties and their respective counsel at all
18 times complied with the requirements of Federal Rule of Civil Procedure 11.

19 14. If the Settlement does not become effective in accordance with the terms
20 of the Stipulation, or the Effective Date does not occur, including by reason of the
21 dismissal, with prejudice, of Steven A. Sugarman, not being entered by the Court or
22 by such dismissal not becoming Final, or the Settlement Fund, or any portion thereof,
23 is returned to Defendant Banc of California or its insurers, then this Judgment shall be
24 rendered null and void to the extent provided by and in accordance with the
25 Stipulation and shall be vacated; and in such event, all orders entered and releases
26 delivered in connection herewith shall be null and void to the extent provided by and
27 in accordance with the Stipulation.

28

1 15. The Settling Parties shall bear their own costs and expenses except as
2 otherwise provided in the Stipulation or in this Judgment.

3 16. Without further order of the Court, the Settling Parties may agree to
4 reasonable extensions of time to carry out any of the provisions of the Stipulation.

5 17. The Court directs immediate entry of this Judgment by the Clerk of the
6 Court.

7 18. The Court's orders entered during this Litigation relating to the
8 confidentiality of information shall survive this Settlement.

9 IT IS SO ORDERED.

10 DATED: _____

THE HONORABLE ANDREW J. GUILFORD
UNITED STATES DISTRICT JUDGE

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CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury that on October 30, 2019, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses on the attached Electronic Mail Notice List, and I hereby certify that I caused the mailing of the foregoing via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

s/ Laurie L. Largent

LAURIE L. LARGENT

ROBBINS GELLER RUDMAN
& DOWD LLP

655 West Broadway, Suite 1900

San Diego, CA 92101-8498

Telephone: 619/231-1058

619/231-7423 (fax)

E-mail: llargent@rgrdlaw.com

Mailing Information for a Case 8:17-cv-00118-AG-DFM In re Banc of California Securities Litigation,

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

- **Manuel A Abascal**
manny.abascal@lw.com,manuel-abascal-7112@ecf.pacerpro.com
- **Zainab Anna Ali**
zali@mofo.com
- **Matthew Isaac Alpert**
malpert@rgrdlaw.com,kathyj@rgrdlaw.com,e_file_sd@rgrdlaw.com,MAIpert@ecf.courtdrive.com
- **Joel M Athey**
joel.athey@dlapiper.com,joel-athey-7389@ecf.pacerpro.com,kimberly.bachman@dlapiper.com
- **Margaret Nicole Buckles**
mbuckles@mofo.com
- **Spencer Alan Burkholz**
spenceb@rgrdlaw.com,e_file_sd@rgrdlaw.com
- **Jordan Davisson Cook**
jordan.cook@lw.com,#oecf@lw.com,jordan-cook-5273@ecf.pacerpro.com
- **Roman E Darmer , II**
rdarmer@jonesday.com,lmatson@jonesday.com,jthakur@jonesday.com,ECFIrvineNotifications@jonesday.com,epete@jonesday.com
- **Joseph De Leon**
joseph.deleon@lw.com
- **Lionel Zevi Glancy**
lglancy@glancylaw.com,lionel-glancy-2522@ecf.pacerpro.com,info@glancylaw.com
- **Brian T Glennon**
brian.glennon@lw.com,shirin.behrooz@lw.com,brian-glennon-0505@ecf.pacerpro.com
- **Andrew R Gray**
andrew.gray@lw.com,andrew-gray-3541@ecf.pacerpro.com,#oecf@lw.com,khadijah-fields-2405@ecf.pacerpro.com,jordan.cook@lw.com,CLAUDIA.BARBERENA@lw.com,jana.roach@lw.com
- **Robert Russell Henssler , Jr**
bhenssler@rgrdlaw.com,e_file_sd@rgrdlaw.com
- **William C Herbert**
wherbert@mofo.com
- **Robert B Hubbell**
rhubbell@mofo.com,docket-la@mofo.com,dawn-millner-4650@ecf.pacerpro.com,robert-hubbell-7718@ecf.pacerpro.com,dmillner@mofo.com
- **Michele D Johnson**
michele.johnson@lw.com,michele-johnson-7426@ecf.pacerpro.com,#oecf@lw.com,khadijah-fields-2405@ecf.pacerpro.com,jana.roach@lw.com
- **Laurie L Largent**
llargent@rgrdlaw.com,e_file_sd@rgrdlaw.com
- **Charles Henry Linehan**
clinehan@glancylaw.com,charles-linehan-8383@ecf.pacerpro.com
- **Tricia L McCormick**
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