

# **SETTLEMENT AGREEMENT AND RELEASE**

*Cheryl Rethaford v. Columbia State Bank,*  
**Pierce County Superior Court, State of Washington**  
**Cause No. 21-2-08744-4**

## PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among Plaintiff Cheryl Rethaford and all those on whose behalf she is prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and Defendant Umpqua Bank, as successor by merger to Columbia State Bank (“Defendant”), on the other hand, as of the last date executed below. All references in this Agreement to a “Party” or the “Parties” shall refer to a party or the parties to this Agreement.

## RECITALS

A. On December 16, 2021, Plaintiff Juli Ann Benjamin filed a putative class action complaint in the Pierce County Superior Court, State of Washington, entitled *Juli Ann Benjamin v. Columbia State Bank*, Cause No. 21-2-08744-4.

B. On February 18, 2022, Plaintiffs Juli Ann Benjamin, Cheryl Rethaford, and Laura Bradley filed an amended putative class action complaint in the Pierce County Superior Court, State of Washington, entitled *Juli Ann Benjamin, Cheryl Rethaford, and Laura Bradley v. Columbia State Bank*, Cause No. 21-2-08744-4.

C. On May 10, 2022, Plaintiff Cheryl Rethaford filed a second amended putative class action complaint in the Pierce County Superior Court, State of Washington, entitled *Cheryl Rethaford v. Columbia State Bank*, Cause No. 21-2-08744-4, alleging claims on behalf of one class of consumers for breach of contract, including breach of the implied covenant of good faith and fair dealing, and a violation of Washington’s Consumer Protection Act.

D. Defendant filed a Motion to Dismiss on June 24, 2022. After filing the Motion to Dismiss, the Parties moved to stay the case pending mediation. While the case was stayed, Plaintiff Cheryl Rethaford indicated her intent to file a third amended putative class action complaint with an expanded nationwide class definition and to also include certain non-consumer businesses (“Complaint”).

E. On February 2, 2023, the Parties participated in mediation before the mediator Lou Peterson. At the end of the mediation, Mr. Peterson made a mediator’s proposal which was accepted by both Parties and resulted in this Agreement.

F. On February 28, 2023, the merger transaction involving Columbia Banking System, Inc., and its wholly owned bank subsidiary, Columbia State Bank, and Umpqua Holdings Corporation and its wholly owned bank subsidiary, Umpqua Bank, closed and took effect. Under the terms of the merger transaction, Umpqua Holdings Corporation merged with and into Columbia Banking System, Inc., with Columbia Banking System, Inc., being the surviving corporation, and Columbia State Bank merged with and into Umpqua Bank, with Umpqua Bank being the surviving bank.

G. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to or concede any of the allegations made in

the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted relating to the allegations in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

H. Plaintiff has entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the Parties agree as follows:

**1. DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Bar Date to Object” shall be the date set by the Court as the deadline for Class Members to file an Objection, and shall be approximately fifteen (15) days after the filing of the Motion for Final Approval.

(b) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out. The Bar Date to Opt Out shall be thirty (30) days after the date the Notice (defined below) must be delivered to Class Members.

(c) “Class” shall mean all current or former consumer and business customers of Defendant who were charged Retry Fees in a Columbia Bank account between December 15, 2015 and February 28, 2023.

(d) “Class Counsel” shall mean Kim D. Stephens and Cecily C. Jordan of Tousley Brain Stephens PLLC, Jeffrey D. Kaliel and Sophia G. Gold of Kaliel Gold PLLC, and David M. Berger and Tayler L. Walters of Gibbs Law Group LLP.

(e) “Class Member(s)” shall mean those current or former customers of Defendant who are in the Class.

(f) “Court” shall mean Pierce County Superior Court, State of Washington.

(g) “Defendant’s Counsel” shall mean Joshua Sasaki, KC Hovda, and Zachary A. Cooper of Miller Nash LLP.

(h) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the

Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(i) “Email Notice” shall mean a short form of the notice (attached as *Exhibit 1*) that shall be sent by email to Class Members who receive notice by email.

(j) “Exclusion Letter” shall mean a letter or other written communication by a Class Member who elects to opt out of this Agreement.

(k) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(l) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(m) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 9, below.

(n) “Long Form Notice” shall mean the form of notice (attached as *Exhibit 2*) that shall be posted on the settlement website created by the Settlement Administrator and shall be available to Class Members by mail or email on request made to the Settlement Administrator.

(o) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6, below.

(p) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees, costs, and service awards, the costs of Notice, and any other fees paid to the Settlement Administrator.

(q) “Notice” shall mean the notice to Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval/Notice Order (defined below) and shall refer to the Email Notice and Postcard Notice attached hereto as *Exhibit 1* and to the Long Form Notice attached hereto as *Exhibit 2*.

(r) “Postcard Notice” shall mean a short form of the notice (attached as *Exhibit 1*) that shall be sent by mail to Class Members who receive notice by mail.

(s) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 4 and 5, below.

(t) “Retry Fee(s)” shall mean:

- i. the fee(s) the Defendant charges on the second or third time (or subsequent times) a third party submits an item in an attempt to collect on a check (including an electronic check) or ACH payment item and the customer's account had an insufficient balance to cover the cost of the check or item resulting in Defendant's rejection of the attempt at collection and refusal to pay the check or item; and/or
- ii. the fee(s) the Defendant charges on the second or third time (or subsequent times) a third party submits an item in an attempt to collect on a check (including an electronic check) or ACH payment item and the Defendant pays the check or item, despite the fact that the customer's account had an insufficient balance to cover the amount of the check or item.

(u) "Settlement Administrator" shall mean the entity appointed by the Court to provide the notice and other administrative handling of this Agreement.

(v) "Settlement Fund" shall mean the Seven Hundred Thousand Dollars (\$700,000.00), to be paid by Defendant under the terms of this Agreement.

(w) "Uncollected Retry Fees" shall mean any Retry Fees that were assessed on Class Member accounts but were not paid by the Class Member when the account was closed and subsequently charged off by Defendant, the total value of which is calculated to be Three Hundred Fifty-Nine Thousand and Sixty-Eight Dollars (\$359,068).

(x) "Value of the Settlement" shall mean the value of the Settlement Fund plus the value of all Uncollected Retry Fees.

**2. AGREEMENT NOT TO PURSUE UNCOLLECTED RETRY FEES.** Defendant agrees not pursue collection of any Uncollected Retry Fees assessed against Class Members. No Class Member shall be entitled to a payment under the Settlement related to this provision regarding Uncollected Retry Fees.

**3. CLASS ACTION SETTLEMENT.** Plaintiff shall propose and recommend to the Court that the settlement class be certified, which class shall be comprised of the Class Members. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

**4. PRELIMINARY SETTLEMENT APPROVAL.** Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval/Notice Order. The Preliminary Approval/Notice Order shall provide for: preliminary approval of this Agreement, provisional certification of the class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified class, appointment of the Settlement Administrator to administer the

settlement as provided for in this Agreement, and the requirement that the Notice be given to the Class Members as provided in Section 5, below (or as otherwise determined by the Court).

**5. NOTICE TO THE CLASSES.**

(a) The Settlement Administrator shall send the Notice to all Class Members as specified by the Court in the Preliminary Approval/Notice Order.

(b) For those Class Members who are current customers of Defendant and have enrolled in online banking services with Defendant, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for these Class Members, even if these customers did not expressly consent to electronic delivery of the Email Notice to be sent under this Agreement. Defendant's provision of Class Member email addresses to the Settlement Administrator, and the Settlement Administrator's Email Notice to be sent to such Class Members, are specifically subject to the Court issuing an order requiring such notice as the "best notice practicable under the circumstances" pursuant to Washington Superior Court Civil Rule 23. The Settlement Administrator shall email an Email Notice to each such Class Member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for Class Members, update its database with these emails, and resend the Email Notice. Further, the Settlement Administrator will also send the Postcard Notice by United States mail to the last known mailing address of all Class Members who were sent notice by email but the email was returned as undeliverable.

(c) For those Class Members who are not current customers of Defendant, or are current customers of Defendant who have not enrolled in online banking services, or are Class Members who were sent an Email Notice but such emails were returned undeliverable, the Postcard Notice shall be mailed to these Class Members by first class United States mail to their last known mailing addresses. Defendant shall provide the Settlement Administrator with the last known mailing addresses for these Class Members. The Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Postcard Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address. For all mailed Postcard Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Postcard Notice once to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The Long Form Notice shall be posted on the settlement website created by the Settlement Administrator and shall be available on request made to the Settlement Administrator by any Class Member.

(e) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. The Settlement Administrator shall provide the Parties with a weekly report of the Notice. A summary

report of the Notice shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notice shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement, and shall not be used for any other purposes.

(f) The Notice shall be in a form approved by the Court and, substantially similar to the notice forms attached hereto as *Exhibits 1* and *2*. The Parties may by mutual written consent make non-substantive changes to the Notice without Court approval.

(g) All costs associated with publishing, mailing and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Settlement Administrator's fees and costs shall be paid out of the Settlement Fund.

**6. MOTION FOR FINAL APPROVAL.** Within thirty (30) days after the Bar Date to Opt Out, and provided the Court has entered the Preliminary Approval/Notice Order, Class Counsel shall file a Motion for Final Approval of this Agreement so that same can be heard on the Final Approval Hearing Date.

**7. ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

**8. THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) Payment to Class Members. Within fifteen (15) days after the entry of the Final Approval Order, Defendant shall transfer the Settlement Fund to the Settlement Administrator, less the total amount calculated by the Administrator, as provided in subsection 8(d)(iv), that will be credited to Class Members by Defendant, as provided in subsection 8(d)(iv)(b)(i), below. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsel's fees and costs; (b) any service award payment to the Plaintiff; (c) costs associated with administering the Notice in accordance with Section 5, above; and (d) any fees paid to the Settlement Administrator for services rendered in connection with the administration process. Defendant shall not make any additional or further contributions to the Settlement Fund, even if the total amount of all alleged Retry Fees charged to the Class Members exceeds the value of the Net Settlement Fund.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

i. Plaintiffs' Fees and Costs. Plaintiffs' reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund ten (10) days after the Effective Date. Class Counsel shall apply for an award of attorneys' fees of up to one-third (33 1/3%) of the Value of the Settlement, plus reimbursement of reasonable litigation costs, to be approved by the Court. Defendant agrees not to oppose an application for attorneys' fees of up to one-third (33 1/3%) of the Value of the Settlement, but reserves the right to oppose an application for fees in excess of that amount. Should the judgment approving the Settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendant; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court.

ii. Service Award. Plaintiff Cheryl Rethaford may apply to the Court for a service award of up to five thousand dollars (\$5,000.00). Subject to the Court's approval, the service award shall be paid from the Settlement Fund ten (10) days after the Effective Date.

iii. Settlement Administrator's Fees. The Settlement Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid within ten (10) days after the Effective Date. In the event the Effective Date does not occur or this Agreement is terminated pursuant to Section 15 below, Defendant agrees to cover any costs incurred and fees charged by the Settlement Administrator prior to the termination of this Agreement.

iv. Payments to Class Members. Payments from the "Net Settlement Fund" to the Class Members shall be calculated as follows:

a.  $\text{Net Settlement Fund} / \text{Total Retry Fees} \times \text{Total amount of Retry Fees charged to and paid by each Class Member} = \text{"Individual Payment."}$

b. Individual Payments shall be made no later than ten (10) days after the Effective Date, as follows:

i. For those Class Members who are customers of Defendant at the time of the distribution of the Net Settlement Fund, a credit in the amount of the Individual Payment they are entitled to receive shall be applied to the account that was assessed Retry Fees. If that account is no longer active, then a credit may be made to any checking or savings account they are then maintaining at Defendant that is held by them individually.

ii. For those Class Members who are not customers of Defendant at the time of the distribution of the Net Settlement Fund or at that time do not have an individual account, they shall be sent a check by the Settlement Administrator at the address used to



provide the Notice, or at such other address as designated by the Class Member. For Class Members who are not customers of Defendant at the time of the distribution and received the Notice electronically, they shall be sent a check by the Settlement Administrator to their last known mailing address. Defendant shall provide the Settlement Administrator with the last known mailing addresses for these Class Members. The Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed check is returned with forwarding address information, the Settlement Administrator shall re-mail the check to the forwarding address. For all mailed checks that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the check once to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail. For jointly held accounts, checks will be payable to all customers, and will be mailed to the first accountholder listed on the account. The Class Member shall have one hundred eighty (180) days to negotiate the check. Any checks uncashed after one hundred eighty (180) days shall be distributed pursuant to Section 11.

c. In no event shall any portion of the Settlement Fund revert to Defendant.

**9. FINAL REPORT TO THE COURT.** Within two hundred (200) days after the Effective Date (or such other date set by the Court), Class Counsel shall submit to the Court a Final Report, setting forth: (a) the amounts paid to Class Members by the Settlement Administrator, (b) any checks not cashed or returned; (c) the efforts undertaken to follow up on uncashed and/or returned checks; (d) the total amount of money unpaid to Class Members; and (e) the total amount of credits issued to Class Members by Defendant. Defendant shall provide a declaration under penalty of perjury setting forth the amount of the credits issued to Class Members. Class Counsel shall be entitled to verify credits by confidential review of a reasonable sample of Class Member account statements.

**10. THE SETTLEMENT ADMINISTRATOR.** In addition to the other obligations provided for under the terms of this Agreement, the Settlement Administrator shall have the following obligations:

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 CFR § 748,

and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall make the payments from the Settlement Fund as provided for in Section 8, above.

(d) The Settlement Administrator shall calculate the payments and/or credits owing to Class Members based on calculations provided by Defendant's expert, as verified by Class Counsel.

(e) The Settlement Administrator shall keep all information regarding Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be treated as confidential and only disclosed as reasonably necessary to effectuate the terms of this Agreement and shall not be used for any purposes other than the implementation of this Agreement.

(f) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(g) The Settlement Administrator shall provide the data in its claims administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other Party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(h) The Settlement Administrator shall provide the Parties with a weekly report setting forth: Notices sent, returned Notices, communications from Class Members, visits to the settlement website, the total payments issued to Class Members by the Settlement Administrator and the total amount of any checks uncashed and/or returned.

**11. CY PRES PAYMENT.** Subject to Court approval the total amount of uncashed checks, and residual amounts held by the Settlement Administrator at the time of the Final Report, shall be paid by the Settlement Administrator to an appropriate cy pres recipient proposed by Defendant and approved by the Court.

**12. OPT-OUTS.**

(a) A Class Member who wishes to exclude themselves from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall include the Class Member's name, the last four digits of their account number(s) or former account numbers(s), address, telephone number, and email address. The Exclusion Letter must state that the Class Member wishes to exclude themselves from the Agreement, and be signed and dated. An Exclusion Letter electing to opt out by any joint owner of an account shall be deemed to apply to all owners.

(b) The Settlement Administrator shall maintain a list of Class Members who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel and/or the Court upon two (2) court days' written notice.

### **13. OBJECTIONS.**

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

- A statement of the objector's intention to object to the settlement in the *Cheryl Rethaford v. Columbia State Bank* class action.
- The objector's name, address, telephone number, the last four digits of their account number or former account number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;
- A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection;
- A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and
- The objector's signature.

(c) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

#### **14. GENERAL RELEASE.**

(a) Except as to the rights and obligations provided for under the terms of this Agreement, Plaintiffs, on behalf of themselves and all of their respective past, present and future predecessors, successors, assigns, devisees, relatives, heirs, legatees, and agents, and each of the Class Members, including their respective past, present and future predecessors, successors, assigns, devisees, relatives, heirs, legatees, and agents, hereby fully releases and forever discharges Defendant, and all of its past, present and future predecessors (including but not limited to Columbia State Bank), successors, parents (including but not limited to Columbia Banking System, Inc.), subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the “Defendant Releasees”) from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, attorneys’ fees, damages, and remedies, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, against the Defendant Releasees that may have accrued from the beginning of time until the Effective Date that relate to the conduct, omissions, duties or matters that were or could have been alleged in the Complaint (“Released Claims”) including but not limited to claims resulting from, related to, or arising out of the following: (1) the assessment or charging of Retry Fees when there are multiple attempted presentments for collection on individual Automated Clearing House (ACH) payments or check payments (including an electronic check); and/or (2) the sufficiency of Defendant’s disclosures in its deposit account terms and conditions and related documents (collectively, the “Released Claims”). This paragraph constitutes a waiver of any statutory provision, right or benefit of any state or territory of the United States or any jurisdiction, and any principle of common law, at law or in equity, that prohibits the waiver of unknown claims.

(b) Plaintiffs or any Class Member may hereafter discover facts other than or different from those that the Plaintiffs or such Class Member knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those Class Members expressly agrees that, as of the Effective Date, he/she/they shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she/they shall be bound by this Agreement, including by the release herein and that all of their claims in the Pierce County Superior Court case entitled *Cheryl Rethaford v. Columbia State Bank*, Cause No. 21-2-08744-4, shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she/they never receive(s) actual notice of the Settlement and/or never receives a distribution of funds or credits from the Settlement.

(c) Nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present or future amounts that may be owed by the Plaintiffs or by any Class Member on his/her/their accounts, loans or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts, except for the fees subject to the settlement. Likewise, nothing in this Agreement shall operate or be construed to release any defenses or rights of set-off that the Plaintiffs or any Class Member has, other than with respect to the claims expressly released by this Agreement, in the event Defendant and/or its assigns seeks to recover any past, present or future amounts that may be owed by the Plaintiffs or by any Class Member on his/her/their accounts, loans or any other debts with Defendant, pursuant to the terms and conditions of such accounts, loans, or any other debts.

## **15. CONDITIONS TO SETTLEMENT.**

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- i. The Court has entered the Preliminary Approval/Notice Order;
- ii. The Court has entered the Final Approval Order, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and
- iii. The Effective Date has occurred.

(b) If all of the conditions specified in Section 15(a) are not met, and the Parties have no further recourse from the Court or an appellate court to complete these conditions, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 15 within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated, pursuant to Section 15(c) immediately above, or fails to become effective in accordance with Sections 15(a) and/or (b), then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

- i. Neither the Agreement terms nor any publicly disseminated information regarding the Agreement including, without limitation, the Notice, court filings, orders, and public statements relating to the Agreement, may thereafter be used as evidence for any purpose whatsoever.

- ii. The fact of, and any documents, findings, decisions, or orders relating to any failure of a court to approve the Agreement or any modifications or amendments of the Agreement, as well as the fact and content of any objections which may have been filed to the Agreement, may not be used as evidence for any purposes whatsoever.

**16. REPRESENTATIONS.**

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) Plaintiffs, on behalf of the Class Members, represents that they have made such inquiry into the terms and conditions of this Agreement as she deems appropriate, and that by executing this Agreement, she, based on Class Counsel's advice, and their understanding of the case, believe the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) Plaintiffs represent that they have no knowledge of conflicts or other personal interests that would in any way impact her representation of the class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

**17. FURTHER ASSURANCES.** Each of the Parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

**18. NO PRESS RELEASE OR PUBLICITY.** The Parties and Class Counsel agree not to make any statements, written or oral, or cause or encourage others to make any statements, written or oral, that defame, disparage or in any way criticize the personal or business reputation, or conduct of the other Party, including affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with any of them. Before entry of final judgment by the court, neither Plaintiff nor Class Counsel shall directly or indirectly issue or cause to be issued any statements to the media or engage in any other press, publicity or disclosure regarding this Agreement beyond those necessary to obtain court approval of the settlement. If contacted by the media after the entry of final judgment by the court, the Party may respond generally by stating that they are happy that the settlement was reached and that it is a fair and

reasonable result. Neither Party shall issue any press release or shall otherwise initiate press coverage of the settlement. Nothing in this paragraph shall be construed to limit Class Counsel's ability to perform their duties as required under this agreement and applicable law.

**19. APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Washington.

**20. NO ORAL WAIVER OR MODIFICIATON.** No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the Party making the waiver or modification.

**21. ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the Parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

**22. BINDING ON SUCCESSORS.** This Agreement shall inure to the benefit of, and shall bind, each of the Parties hereto and their heirs and successors.

**23. SEVERABILITY.** In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby. Notwithstanding any other provision of this Agreement, any order of the court regarding Class Counsel's request for attorneys' fees and expenses or Service Award to Plaintiff(s) is neither material to, nor part of the Agreement, and shall not operate to terminate or cancel the Agreement, or affect or delay the judgment approving this Agreement from becoming final. Neither a modification nor reversal on appeal of any order of the court regarding Class Counsel's request for attorneys' fees and expenses, or Plaintiff's Service Award, shall constitute grounds for any Party to cancel, terminate, or withdraw from the Agreement.

**24. COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

**25. NOTIFICATION.** Any notice to be given to Class Counsel and/or Plaintiffs shall be sent by email as follows:

Sophia G. Gold  
**KALIEL GOLD PLLC**

1100 15th Street NW 4th Floor  
Washington, D.C. 20005  
Telephone: (202) 350-4783  
jkaliel@kaliellpc.com  
sgold@kalielgold.com

David M. Berger  
Tayler Walters  
**GIBBS LAW GROUP LLP**  
505 14th Street, Suite 1110  
Oakland, California 94612  
Telephone: (510) 350-9247  
dmb@classlawgroup.com  
tlw@classlawgroup.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

Joshua Sasaki (admitted pro hac vice)  
KC Hovda, WSBA No. 51291  
Zachary A. Cooper, WSBA No. 53526  
**MILLER NASH LLP**  
Telephone: 206.624.8300  
Joshua.sasaki@millernash.com  
Kc.hovda@millernash.com  
Zachary.cooper@millernash.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the dates set forth below.

Dated: September 22, 2023

Umpqua Bank, as successor by merger to Columbia State Bank

By:  \_\_\_\_\_  
4EB000666360473

Its: SVP, Deputy General Counsel



Dated: September \_\_, 2023  
10/1/2023

Cheryl Rethaford, an individual on behalf of herself and those she represents

DocuSigned by:  
By: Cheryl Lee Rethaford  
6E008B4D8C1B41A...

Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

Dated: September \_\_, 2023

**MILLER NASH LLP**

Joshua Sasaki  
KC Hovda  
Zachary A. Cooper

By: Joshua Sasaki  
Joshua Sasaki

Attorneys for Defendant Columbia State Bank

Dated: September \_\_, 2023  
10/2/2023

**TOUSLEY BRAIN STEPHENS PLLC**

Kim D. Stephens  
Cecily C. Jordan

DocuSigned by:  
By: Kim Stephens  
Kim D. Stephens

Attorneys for Plaintiff

Dated: September \_\_, 2023  
10/2/2023

**KALIEL GOLD PLLC**

Sophia G. Gold  
Jeffrey D. Kaliel

DocuSigned by:  
By: Sophia Gold  
Sophia G. Gold

Attorneys for Plaintiff

Dated: September \_\_, 2023  
10/2/2023

**GIBBS LAW GROUP LLP**

David M. Berger

Taylor L. Walters

DocuSigned by:

By: \_\_\_\_\_ *David Berger* \_\_\_\_\_

David M. Berger

Attorneys for Plaintiff