

**Bayat v. Bank of the West,
United States District Court for the Northern District of California,
Case No. 13-cv-2376 (EMC)**

If automated calls were directed to your cell phone by Bank of the West, or an entity calling on its behalf, from November 2, 2008 through July 22, 2014, you may be entitled to benefits under a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement will provide \$3,354,745.98 (the “Settlement Fund”) to fully settle and release claims of persons to whom calls were placed on their cell phones by Bank of the West, or any entity calling on behalf of Bank of the West, using an automatic telephone dialing system or prerecorded or artificial voice during the time period set forth above.
- In addition to the Settlement Fund, settlement class members may submit a request to stop calls (referred to in the settlement agreement as a "Revocation Request") which will prevent Bank of the West from placing telephone calls to their cell phones through the use of an automatic telephone dialing system or prerecorded or artificial voice. Settlement class members who submit a request to stop calls will stop these calls. Settlement class members who fail to submit a request to stop calls will not stop such calls, and will be deemed to have given their legal consent to such calls in the future (except with respect to calls for purposes of telemarketing; the deemed consent does not extend to those calls).
- Plaintiffs allege that certain of these calls violated the federal Telephone Consumer Protection Act (the “TCPA”). Bank of the West denies plaintiffs’ allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of plaintiffs’ claims or Bank of the West’s defenses. By entering into the settlement, Bank of the West has not conceded the truth or validity of any of the claims against it.
- The Settlement Fund shall be used to pay all amounts related to the settlement, including awards to settlement class members who submit a valid and timely claim, attorneys’ fees and costs for plaintiffs’ counsel, any incentive awards for plaintiffs and the costs of administering the settlement. Class Counsel estimates that settlement class members who timely submit a valid claim will receive between \$25 and \$50. If there are any amounts remaining in the Settlement Fund after the administration is concluded, that money will be redistributed to settlement class members or distributed to a charity, the Opportunity Fund.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A REQUEST TO STOP CALLS FORM	If you submit a valid request to stop calls by March 10, 2015, you will not receive further automated calls from Bank of the West or entities calling on its behalf to your cell phone. You also will give up your rights to sue Bank of the West, other entities calling on its behalf and/or any other released parties on a released claim. If you fail to submit a valid and timely request to stop calls, you will not stop Bank of the West or entities acting on its behalf from making automated calls to your cell phone. You may submit both a request to stop calls and a claim form.
SUBMIT A CLAIM FORM	If you submit a valid claim form by March 10, 2015, you will receive a payment and will give up your rights to sue Bank of the West, other entities calling on its behalf and/or any other released parties on a released claim. You may submit both a claim form and a request to stop calls.
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue Bank of the West, other entities calling on its behalf and/or other released parties on your own regarding the legal claims in this case, but you will not receive a payment from the settlement and may not submit a request to stop calls. The deadline for excluding yourself is March 10, 2015.
OBJECT TO THE SETTLEMENT	Write to the Court about why you do not like the settlement. The deadline for objecting is March 10, 2015. To obtain a benefit from this settlement, you must still submit either a request to stop calls, claim form or both. If you submit only an objection, you will not receive any benefit from the settlement.
DO NOTHING	If you do nothing, you will not stop Bank of the West or entities acting on its behalf from making automated calls to your cell phone; you will not receive any monetary award and you will give up your rights to sue Bank of the West, other entities calling on its behalf and/or any other released parties on a released claim.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Requests to Stop Calls will become effective and payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why is this a class action?

In a class action, one or more people called Class Representatives (here, plaintiffs Younus Bayat and Mohammed Ereikat (“Plaintiffs”)) sue on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class

members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class. Here, the Court has certified a class action for settlement purposes only. The Honorable Edward M. Chen is in charge of this action.

2. Why is there a settlement?

Plaintiffs claim that Bank of the West violated the TCPA by placing calls, either itself or through entities calling on its behalf, to cellular telephones between November 2, 2008 and July 22, 2014, through the use of an automatic telephone dialing system or an artificial or prerecorded voice without prior express consent. Bank of the West denies these allegations and denies any claim of wrongdoing. The Court did not decide in favor of Plaintiffs or Bank of the West. Instead, both sides agreed to this settlement. That way, they avoid the risk and cost of a trial, and the settlement class members will receive compensation. Plaintiffs and their attorneys (“Class Counsel”) think the settlement is best for all persons in the settlement class.

WHO IS IN THE SETTLEMENT CLASS?

3. How do I know if I am a part of the settlement class?

The Court has certified a class action for settlement purposes only. The class (the “Settlement Class”) is defined as:

All persons within the United States to whom, on or after November 2, 2008 through July 22, 2014, a non-emergency telephone call was attempted by Bank of the West, or any other entity on its behalf, to a cellular telephone through the use of an automatic telephone dialing system or an artificial or prerecorded voice. Excluded from the Settlement Class are Bank of the West and any affiliate or subsidiary of Bank of the West, along with any employees thereof, and any entities in which any of such companies have a controlling interest, the Judge to whom the Action is assigned and any member of the Judge’s staff and immediate family, as well as all persons who validly opt out of the Settlement Class.

THE LAWYERS REPRESENTING YOU

4. Do I have lawyers in this case?

The Court has appointed the law firms of Lief Cabraser Heimann & Bernstein, LLP and Meyer Wilson Co., LPA as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by these lawyers.

5. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of \$838,686.50 of the Settlement Fund to them for attorneys’ fees and expenses. Class Counsel also will ask the Court to approve payment of \$2,000 each to Plaintiffs for their services as Class Representatives. The Court may award less than these amounts. In addition, the Settlement Fund will be used to pay for administration and notice of this settlement, which is estimated to cost approximately \$413,607. Bank of the West has agreed not to oppose these requests.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Settlement Class Members may ask not to receive further automated telephone calls to their cell phones from Bank of the West or entities calling on its behalf by submitting a valid request to stop calls. Settlement Class Members also may receive a cash payment by submitting a valid claim form.

7. How much will my payment be?

Your share of the Settlement Fund will depend on the number of valid claim forms that Settlement Class Members submit. Class Counsel estimate that the amount of the cash award (while dependent upon the number of claims) may be within the range of \$25 to \$50.

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the settlement. This means that, if the settlement is approved, you cannot sue, continue to sue or be part of any other lawsuit against Bank of the West, entities calling on its behalf or any other released parties asserting a released claim. It also means that all of the Court’s orders will apply to you and legally bind you. Unless you opt out of the settlement, you will agree to release Bank of the West, any other entities calling on its behalf and any other released parties from any and all claims that arise from the automated calls to your cellular telephone at issue in this action.

HOW TO ASK NOT TO RECEIVE FURTHER AUTOMATED CALLS ON YOUR CELL PHONE

9. How can I ask not to receive further automated calls on my cell phone?

In order to ask that Bank of the West or entities calling on its behalf stop making automated calls to your cell phone, you must send in a request to stop calls. You may get a request to stop calls on the Settlement Website, www.BayatTCPASettlement.com, or by calling the Toll-Free Settlement Hotline, 877-430-3694. **Read the instructions carefully, fill out the form completely and accurately, sign it and submit it.** To be valid, the request to stop calls must be completed fully and accurately and submitted timely. The failure to provide an account number will not invalidate a request to stop calls; however, you are asked to provide an account number, if available, to ensure accuracy. A request to stop calls may be submitted by mail to the claims administrator at:

Bayat v. Bank of the West, c/o Gilardi & Co. LLC, P.O. Box 8060 San Rafael, CA 94912-8060 or via the Settlement Website. If you are submitting a request to stop calls via the Settlement Website, it must be submitted no later than March 10, 2015. If you are mailing your request to stop calls to the claims administrator, it must be postmarked by that date.

If you do not opt-out (as explained below) and fail to submit a valid and timely request to stop calls, you will be deemed to have provided prior express consent to receive future automated telephone calls to your cell phone from Bank of the West or entities calling on its behalf. However, a failure to submit a valid and timely request to stop calls will not be deemed to have provided consent to receive telemarketing calls; these calls are governed by a different legal standard.

If you do not submit a request to stop calls now, you will retain any rights that exist in the law to revoke consent to calls in the future. That request would be separate from the settlement.

HOW TO APPLY FOR A PAYMENT

10. How can I get a payment?

To qualify for a payment, you must send in a claim form or submit the required information through the Toll-Free Settlement Hotline. You may get a claim form on the Settlement Website, www.BayatTCPASettlement.com, or by calling the Toll-Free Settlement Hotline, 1-877-430-3694. **Read the instructions carefully, fill out the form completely and accurately, sign it and submit it.** To be valid, the claim form must be completed fully and accurately and submitted timely. A claim form may be submitted by mail to the claims administrator at: Bayat v. Bank of the West, c/o Gilardi & Co. LLC, P.O. Box 8060 San Rafael, CA 94912-8060, via the Settlement Website or you may submit the required information through the Toll-Free Settlement Hotline. If you are submitting your claim via the Settlement Website or Toll-Free Settlement Hotline, it must be submitted no later than March 10, 2015. If you are mailing your claim form to the claims administrator, it must be postmarked by that date.

WHEN WILL I RECEIVE MY SETTLEMENT BENEFIT?

11. When would I receive what I ask for?

The Court will hold a hearing on April 2, 2015 to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a request to stop calls and/or claim form will be informed of the progress of the settlement through information posted on the Settlement Website at www.BayatTCPASettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the settlement?

If you want to keep the right to sue or continue to sue Bank of the West or other entities that may have been involved in the calls that are the subject of the action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the settlement, you must send a letter by mail that: (a) is signed by you; (b) includes your full name, address, telephone number and your account number(s) at Bank of the West (except that persons in the Settlement Class who do not currently have and have not previously had some banking, lending or other relationship with Bank of the West, shall not be required to include an account number); and (c) includes the following statement: "I/we request to be excluded from the class settlement in Bayat v. Bank of the West, N.D. Cal., Case No. 13-cv-2376 (EMC)." No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may exclude any other person in the Settlement Class from the Settlement Class. **To be valid, you must mail your exclusion request postmarked no later than March 10, 2015 to the claims administrator at Bayat v. Bank of the West, c/o Gilardi & Co. LLC, P.O. Box 6002, Larkspur, CA 94977-6002.**

13. If I do not exclude myself, can I sue Bank of the West for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Bank of the West or any released parties for the claims that this settlement resolves.

14. If I exclude myself, can I get a benefit from this settlement?

No. If you ask to be excluded, you will not be able to submit a request to stop calls, you will not be able to submit a claim for a settlement payment and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not agree with the settlement?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views.

To object, you must make your objection in writing, stating that you object to the settlement in Bayat v. Bank of the West. In order to be considered by the Court, the written objection must set forth: (a) the name and case number of this action; (b) your full name, address and telephone number; (c) an explanation of the basis upon which you claim to be a Settlement Class Member; (d) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel; (e) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection; (f) the identity of all counsel representing you who will appear at the final approval hearing; (g) a list of all persons who will be called to testify at the final approval hearing in support of the objection; (h) a statement confirming whether you intend to personally appear and/or testify at the final approval hearing; and (i) your signature (an attorney's signature is not sufficient).

In order to be valid, objections must be filed with the Court no later than March 10, 2015. Even if you timely and properly object, to obtain a benefit from this settlement, you must submit a request to stop calls, claim form or both. If you object but fail to submit either a request to stop calls or a claim form, you will not stop Bank of the West or entities acting on its behalf from making automated calls to your cell phone and you will not receive any monetary award.

16. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will not stop Bank of the West or entities acting on its behalf from making automated calls to your cell phone; you will not receive any monetary award; and you will give up your rights to sue Bank of the West, other entities calling on its behalf and/or any other released parties on a released claim.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a final approval hearing at 1:30 p.m. on April 2, 2015 at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, in Courtroom 5 – 17th Floor. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 15 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiffs.

19. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the final approval hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 15 above. To speak at the final approval hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than March 10, 2015. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

21. Is this the entire settlement?

No. This notice is only a summary of the proposed settlement. More details are in a settlement agreement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.BayatTCPASettlement.com, or you can write to the address below or call the Toll-Free Settlement Hotline, 1-877-430-3694.

22. How do I get more information?

You can call the Toll-Free Settlement Hotline, 1-877-430-3694; write to the claims administrator at Bayat v. Bank of the West, c/o Gilardi & Co. LLC, P.O. Box 8060 San Rafael, CA 94912-8060; or review the settlement agreement.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, BANK OF THE WEST OR BANK OF THE WEST'S COUNSEL ABOUT THE SETTLEMENT. ALSO, TELEPHONE REPRESENTATIVES WHO ANSWER CALLS MADE TO THE TOLL FREE NUMBER ARE NOT AUTHORIZED TO CHANGE THE TERMS OF THE SETTLEMENT OR THIS NOTICE.

DATE: July 22, 2014.