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13 *Attorneys for Plaintiffs Younus Bayat and*
 14 *Mohammed Ereikat, and the Proposed Class*

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA

17
 18 YOUNUS BAYAT and MOHAMMED
 19 EREIKAT, on behalf of themselves and all
 others similarly situated,

20 Plaintiffs,

21 v.

22 BANK OF THE WEST,

23 Defendant.

Case No. 13-CV-2376 (EMC)

**STIPULATED UNDERTAKING RE
 ATTORNEYS FEES AND COSTS IN
 CONNECTION WITH PROPOSED CLASS
 ACTION SETTLEMENT**

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1 Plaintiffs Younus Bayat and Mohammed Ereikat (together, “Plaintiffs”) and defendant
2 Bank of the West (collectively, “the Parties”), by and through their undersigned counsel stipulate
3 and agree as follows:

4 WHEREAS, the undersigned Counsel and their respective law firms desire to give an
5 undertaking for repayment of their award of attorneys’ fees and costs (“Undertaking”), as is
6 required by the Settlement Agreement,

7 **STIPULATION**

8 NOW, THEREFORE, each of the undersigned Counsel, on behalf of themselves as
9 individuals and as agents for their respective law firms, hereby submit themselves and their
10 respective law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of
11 this Undertaking.

12 Capitalized terms used herein without definition have the meanings given to them in the
13 Settlement Agreement.

14 In the event that the Final Approval Order is reversed or modified on appeal, in whole or
15 in part, or the Agreement does not become effective for any reason the undersigned Counsel shall,
16 within fifteen (15) days of the event that prevents the Agreement from becoming effective, repay
17 to Bank of the West, or any of its successors or assigns the attorneys’ fees and costs paid from the
18 Fund to undersigned Counsel in the amount vacated or modified, including any accrued interest.

19 In the event the Final Approval Order is not reversed on appeal, in whole or in part, but
20 the attorneys’ fees and costs awarded by the Court are vacated or modified on appeal,
21 undersigned Counsel shall, within fifteen (15) days after the order vacating or modifying the
22 award of attorneys’ fees and costs becomes final, repay to the Fund the attorneys’ fees and costs
23 paid from the Fund to undersigned Counsel in the amount vacated or modified, including any
24 accrued interest.

25 Any action that may be required thereafter may be addressed to this Court on shortened
26 notice, but not less than five (5) court days.

27 This Undertaking and all obligations set forth herein shall expire upon finality of all
28 appeals of the Final Approval Order.

1 In the event undersigned Counsel fails to repay to the Fund or Bank of the West, or any of
2 its successors or assigns any of the attorneys' fees and costs that are owed pursuant to this
3 Undertaking, the Court shall, upon application of such entity and notice to undersigned Counsel,
4 summarily issue orders, including but not limited to judgments and attachment orders against
5 Counsel, and each of them, and may make appropriate findings for sanctions for contempt of
6 court.

7 The undersigned stipulate, warrant, and represent that they are equity partners in their
8 respective law firms and have both actual and apparent authority to enter into this stipulation,
9 agreement and undertaking on behalf of their respective law firms.

10 This Undertaking may be executed in one or more counterparts, each of which shall be
11 deemed an original but all of which together shall constitute one and the same instrument.

12 Signatures by facsimile shall be as effective as original signatures.

13 The undersigned declare under penalty of perjury under the laws of the State of California
14 and the United States that they have read and understand the foregoing and that it is true and
15 correct.

16 IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

17 AGREED TO BY UNDERSIGNED COUNSEL:

18
19 Dated: July 24, 2014

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

20
21 By: /s/ Jonathan D. Selbin

Jonathan D. Selbin

22 Dated: July 24, 2014

MEYER WILSON CO., LPA

23
24 By: /s/ Matthew R. Wilson

Matthew R. Wilson

1 ACKNOWLEDGED BY
2 COUNSEL FOR DEFENDANT:
3 BANK OF THE WEST

4 Dated: July 24, 2014

STROOCK & STROOCK & LAVAN LLP

5 By: /s/ Lisa M. Simonetti
6 Lisa M. Simonetti

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8 **ATTESTATION**

9 I, Jonathan D. Selbin, am the ECF user whose identification and password are being used
10 to file this Stipulation. I hereby attest that Matthew R. Wilson and Lisa M. Simonetti have
11 concurred in this filing.

12 /s/ Jonathan D. Selbin
13 Jonathan D. Selbin

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[PROPOSED] ORDER

The Court has considered the above Stipulation and finds that it is in the interests of the Parties and in service of judicial economy and efficiency. Therefore,

IT IS SO ORDERED this 6th day of August 2014.

Dated: 8/6/14 _____

Hon. Edward M. Chen
United States District Court Judge

