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11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA
 13 WESTERN DIVISION

14
 15 BARRY R. LLOYD, Individually and
 16 on Behalf of All Others Similarly
 Situated,

17
 18 Plaintiff,

19 v.

20 CVB FINANCIAL CORP., et al.,

21 Defendants.
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Case No.: CV 10-06256-CAS

CLASS ACTION

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

1 WHEREAS, a consolidated class action is pending in this Court entitled *Lloyd v.*
2 *CVB Financial Corp.*, Case No. 10-cv-06256 (the “Action”);

3 WHEREAS, (a) Lead Plaintiff Jacksonville Police & Fire Pension Fund (“Lead
4 Plaintiff”), on behalf of itself and the Settlement Class (defined below); and (b)
5 defendant CVB Financial Corp. (“CVB” or the “Company”), and defendants
6 Christopher D. Myers and Edward J. Biebrich, Jr. (the “Individual Defendants”; with
7 CVB, “Defendants”; together with Lead Plaintiff, the “Parties”), have determined to
8 settle claims asserted against Defendants in this Action with prejudice on the terms and
9 conditions set forth in the Stipulation and Agreement of Settlement (the “Stipulation”)
10 subject to approval of this Court (the “Settlement”);

11 WHEREAS, Lead Plaintiff has made an application, pursuant to Rule 23 of the
12 Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in
13 accordance with the Stipulation, certifying the Settlement Class for purposes of the
14 Settlement only, and allowing notice to Settlement Class Members as more fully
15 described herein;

16 WHEREAS, the Court has read and considered: (a) Lead Plaintiff’s motion for
17 preliminary approval of the Settlement, and the papers filed and any arguments made in
18 connection therewith; and (b) the Stipulation and the exhibits attached thereto; and

19 WHEREAS, unless otherwise defined herein, all capitalized words contained
20 herein shall have the same meanings as they have in the Stipulation;

21 NOW THEREFORE, IT IS HEREBY ORDERED:

22 1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and
23 (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of
24 effectuating the proposed Settlement, a Settlement Class consisting of all persons and
25 entities who purchased or otherwise acquired the common stock of CVB between
26 March 4, 2010, and August 9, 2010, inclusive (the “Settlement Class Period”), and were
27 damaged thereby. Excluded from the Settlement Class are Defendants; the officers and
28 directors of CVB during the Settlement Class Period (the “Excluded Officers and

1 Directors”); members of the Immediate Family of each of the Individual Defendants
2 and of the Excluded Officers and Directors; any entity in which any Defendant, any
3 Excluded Officer and Director, or any of their respective Immediate Family had during
4 the Settlement Class Period and/or has a controlling interest; Defendants’ liability
5 insurance carriers; any affiliates, parents or subsidiaries of CVB; all CVB plans that are
6 covered by ERISA; and the legal representatives, heirs, agents, affiliates, successors-in-
7 interest or assigns of any excluded person or entity, in their respective capacity as such.
8 Also excluded from the Settlement Class are any persons and entities who or which
9 exclude themselves by submitting a request for exclusion that is accepted by the Court.

10 2. **Class Findings** – Solely for purposes of the proposed Settlement of this
11 Action, the Court finds that each element required for certification of the Settlement
12 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the
13 members of the Settlement Class are so numerous that their joinder in the Action would
14 be impracticable; (b) there are questions of law and fact common to the Settlement
15 Class which predominate over any individual questions; (c) the claims of Lead Plaintiff
16 in the Action are typical of the claims of the Settlement Class; (d) Lead Plaintiff and
17 Lead Counsel have and will fairly and adequately represent and protect the interests of
18 the Settlement Class; and (e) a class action is superior to other available methods for the
19 fair and efficient adjudication of the Action.

20 3. The Court hereby finds and concludes that pursuant to Rule 23 of the
21 Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Lead
22 Plaintiff Jacksonville Police & Fire Pension Fund is an adequate class representative
23 and certifies it as Class Representative for the Settlement Class. The Court also
24 appoints Lead Counsel as Class Counsel for the Settlement Class, pursuant to Rule
25 23(g) of the Federal Rules of Civil Procedure.

26 4. **Preliminary Approval of the Settlement** – The Court hereby
27 preliminarily approves the Settlement, as embodied in the Stipulation, as being fair,
28

1 reasonable and adequate to the Settlement Class, subject to further consideration at the
2 Settlement Hearing to be conducted as described below.

3 5. **Settlement Hearing** – The Court will hold a settlement hearing (the
4 “Settlement Hearing”) on march 13, 2017, at 10:00 a.m. at the United States District
5 Court for the Central District of California, First Street Courthouse, 350 West First
6 Street, Courtroom 8D, Los Angeles, CA 90012, or such other location as may be
7 reported on the Court website, [http://www.cacd.uscourts.gov/judges-schedules-](http://www.cacd.uscourts.gov/judges-schedules-procedures)
8 [procedures](http://www.cacd.uscourts.gov/judges-schedules-procedures), for the following purposes: (a) to determine whether the proposed
9 Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable
10 and adequate to the Settlement Class, and should be approved by the Court; (b) to
11 determine whether a Judgment substantially in the form attached as Exhibit B to the
12 Stipulation should be entered dismissing claims in the Action with prejudice against
13 Defendants as set forth in the Stipulation; (c) to determine whether the proposed Plan of
14 Allocation for the proceeds of the Settlement is fair and reasonable and should be
15 approved; (d) to determine whether the motion by Lead Counsel for an award of
16 attorneys’ fees and reimbursement of Litigation Expenses should be approved; and (e)
17 to consider any other matters that may properly be brought before the Court in
18 connection with the Settlement. Notice of the Settlement and the Settlement Hearing
19 shall be given to Settlement Class Members as set forth in paragraph 7 of this Order.

20 6. The Court may adjourn or relocate the Settlement Hearing without further
21 notice to the Settlement Class, and may approve the proposed Settlement with such
22 modifications as the Parties may agree to, if appropriate, without further notice to the
23 Settlement Class.

24 7. **Retention of Claims Administrator and Manner of Giving Notice** –
25 Lead Counsel is hereby authorized to retain JND Legal Administration (the “Claims
26 Administrator”) to supervise and administer the notice procedure in connection with the
27 proposed Settlement as well as the processing of Claims as more fully set forth below.
28

1 Notice of the Settlement and the Settlement Hearing shall be given by Lead Counsel as
2 follows:

3 (a) within five (5) business days of the date of entry of this Order, CVB
4 shall provide or cause to be provided to the Claims Administrator in electronic format
5 (at no cost to the Settlement Fund, Lead Counsel or the Claims Administrator) its
6 security lists (consisting of names and addresses) of the holders of CVB common stock
7 during the Settlement Class Period;

8 (b) not later than ten (10) business days after the date of entry of this
9 Order (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice
10 and the Claim Form, substantially in the forms attached hereto as Exhibits 1 and 2,
11 respectively (the “Notice Packet”), to be mailed by first-class mail to potential
12 Settlement Class Members at the addresses set forth in the records provided by CVB or
13 in the records which CVB causes to be provided, or who otherwise may be identified
14 through further reasonable effort;

15 (c) contemporaneously with the mailing of the Notice Packet, the
16 Claims Administrator shall cause copies of the Notice and the Claim Form to be posted
17 on a website to be developed for the Settlement, from which copies of the Notice and
18 Claim Form can be downloaded;

19 (d) not later than ten (10) business days after the Notice Date, the
20 Claims Administrator shall cause the Summary Notice, substantially in the form
21 attached hereto as Exhibit 3, to be published once in *Investors’ Business Daily* and to be
22 transmitted once over the *PR Newswire*; and

23 (e) not later than seven (7) calendar days prior to the Settlement
24 Hearing, Lead Counsel shall serve on Defendants’ Counsel and file with the Court
25 proof, by affidavit or declaration, of such mailing and publication.

26 8. **Approval of Form and Content of Notice** – The Court (a) approves, as to
27 form and content, the Notice, the Claim Form, and the Summary Notice, attached hereto
28 as Exhibits A-1, A-2, and A-3, respectively, and (b) finds that the mailing and

1 distribution of the Notice and Claim Form and the publication of the Summary Notice
2 in the manner and form set forth in paragraph 7 of this Order (i) is the best notice
3 practicable under the circumstances; (ii) constitutes notice that is reasonably calculated,
4 under the circumstances, to apprise Settlement Class Members of the pendency of the
5 Action, of the effect of the proposed Settlement (including the Releases to be provided
6 thereunder), of Lead Counsel's motion for an award of attorneys' fees and
7 reimbursement of Litigation Expenses, of their right to object to the Settlement, the Plan
8 of Allocation and/or Lead Counsel's motion for attorneys' fees and reimbursement of
9 Litigation Expenses, of their right to exclude themselves from the Settlement Class, and
10 of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate and
11 sufficient notice to all persons and entities entitled to receive notice of the proposed
12 Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil
13 Procedure, the United States Constitution (including the Due Process Clause), the
14 Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and
15 all other applicable law and rules. The date and time of the Settlement Hearing shall be
16 included in the Notice and Summary Notice before they are mailed and published,
17 respectively.

18 9. **Nominee Procedures** – Brokers and other nominees who purchased or
19 otherwise acquired CVB common stock during the Settlement Class Period for the
20 benefit of another person or entity shall (a) within seven (7) calendar days of receipt of
21 the Notice, request from the Claims Administrator sufficient copies of the Notice Packet
22 to forward to all such beneficial owners and within seven (7) calendar days of receipt of
23 those Notice Packets forward them to all such beneficial owners; or (b) within seven (7)
24 calendar days of receipt of the Notice, send a list of the names and addresses of all such
25 beneficial owners to the Claims Administrator in which event the Claims Administrator
26 shall promptly mail the Notice Packet to such beneficial owners. Upon full compliance
27 with this Order, such nominees may seek reimbursement of their reasonable expenses
28 actually incurred in complying with this Order by providing the Claims Administrator

1 with proper documentation supporting the expenses for which reimbursement is sought.
2 Such properly documented expenses incurred by nominees in compliance with the
3 terms of this Order shall be paid from the Settlement Fund, with any disputes as to the
4 reasonableness or documentation of expenses incurred subject to review by the Court.

5 10. **Participation in the Settlement** – Settlement Class Members who wish to
6 participate in the Settlement and to be potentially eligible to receive a distribution from
7 the Net Settlement Fund must complete and submit a Claim Form in accordance with
8 the instructions contained therein. Unless the Court orders otherwise, all Claim Forms
9 must be postmarked no later than one hundred twenty (120) calendar days after the
10 Notice Date. Notwithstanding the foregoing, Lead Counsel may, at its discretion,
11 accept for processing late Claims provided such acceptance does not delay the
12 distribution of the Net Settlement Fund to the Settlement Class. By submitting a Claim,
13 a person or entity shall be deemed to have submitted to the jurisdiction of the Court
14 with respect to his, her or its Claim and the subject matter of the Settlement.

15 11. Each Claim Form submitted must satisfy the following conditions: (a) it
16 must be properly completed, signed and submitted in a timely manner in accordance
17 with the provisions of the preceding paragraph; (b) it must be accompanied by adequate
18 supporting documentation for the transactions and holdings reported therein, in the form
19 of broker confirmation slips, broker account statements, an authorized statement from
20 the broker containing the transactional and holding information found in a broker
21 confirmation slip or account statement, or such other documentation as is deemed
22 adequate by Lead Counsel or the Claims Administrator; (c) if the person executing the
23 Claim Form is acting in a representative capacity, a certification of his, her or its current
24 authority to act on behalf of the Settlement Class Member must be included in the
25 Claim Form to the satisfaction of Lead Counsel or the Claims Administrator; and (d)
26 the Claim Form must be complete and contain no material deletions or modifications of
27 any of the printed matter contained therein and must be signed under penalty of perjury.
28

1 12. Any Settlement Class Member that does not timely and validly submit a
2 Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be
3 deemed to have waived his, her or its right to share in the Net Settlement Fund; (b) shall
4 be forever barred from participating in any distributions therefrom; (c) shall be bound
5 by the provisions of the Stipulation and the Settlement and all proceedings,
6 determinations, orders and judgments in the Action relating thereto, including, without
7 limitation, the Judgment or Alternate Judgment, if applicable, and the Releases
8 provided for therein, whether favorable or unfavorable to the Settlement Class; and (d)
9 will be barred from commencing, maintaining or prosecuting any of the Released
10 Plaintiffs' Claims against each and all of the Defendants' Releasees, as more fully
11 described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim
12 Forms may be accepted for processing as set forth in paragraph 10 above.

13 13. **Exclusion From the Settlement Class** – Any member of the Settlement
14 Class who wishes to exclude himself, herself or itself from the Settlement Class must
15 request exclusion in writing within the time and in the manner set forth in the Notice,
16 which shall provide that: (a) any such request for exclusion from the Settlement Class
17 must be mailed or delivered such that it is received no later than twenty-one (21)
18 calendar days prior to the Settlement Hearing, to: *Barry R. Lloyd v. CVB Financial*
19 *Corp.*, c/o JND Class Action Administration, ATTN: EXCLUSIONS, P.O. Box 6847,
20 Broomfield, CO 80021; and (b) each request for exclusion must (i) state the name,
21 address, and telephone number of the person or entity requesting exclusion, and in the
22 case of entities, the name and telephone number of the appropriate contact person;
23 (ii) state that such person or entity “requests exclusion from the Settlement Class in
24 *Lloyd v. CVB Financial Corp.*, 10-cv-06256”; (iii) state the number of shares of CVB
25 common stock that the person or entity requesting exclusion held as of the beginning of
26 the Settlement Class Period, and the number of shares that the person or entity
27 requesting exclusion purchased/acquired and/or sold during the Settlement Class
28 Period, as well as the dates and prices of each such purchase/acquisition and sale; and

1 (iv) be signed by the person or entity requesting exclusion or an authorized
2 representative. A request for exclusion shall not be effective unless it provides all the
3 required information and is received within the time stated above, or is otherwise
4 accepted by the Court.

5 14. Any person or entity who or which timely and validly requests exclusion in
6 compliance with the terms stated in this Order and is excluded from the Settlement
7 Class shall not be a Settlement Class Member, shall not be bound by the terms of the
8 Settlement or any orders or judgments in the Action and shall not receive any payment
9 out of the Net Settlement Fund.

10 15. Any Settlement Class Member who or which does not timely and validly
11 request exclusion from the Settlement Class in the manner stated in this Order: (a) shall
12 be deemed to have waived his, her or its right to be excluded from the Settlement Class;
13 (b) shall be forever barred from requesting exclusion from the Settlement Class in this
14 or any other proceeding; (c) shall be bound by the provisions of the Stipulation and
15 Settlement and all proceedings, determinations, orders and judgments in the Action,
16 including, but not limited to, the Judgment or Alternate Judgment, if applicable, and the
17 Releases provided for therein, whether favorable or unfavorable to the Settlement Class;
18 and (d) will be barred from commencing, maintaining or prosecuting any of the
19 Released Plaintiffs' Claims against any of the Defendants' Releasees, as more fully
20 described in the Stipulation and Notice.

21 16. **Appearance and Objections at Settlement Hearing** – Any Settlement
22 Class Member who does not request exclusion from the Settlement Class may enter an
23 appearance in the Action, at his, her or its own expense, individually or through counsel
24 of his, her or its own choice, by filing with the Clerk of Court and delivering a notice of
25 appearance to both Lead Counsel and Defendants' Counsel, at the addresses set forth in
26 paragraph 17 below, such that it is received no later than twenty-one (21) calendar days
27 prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement
28 Class Member who does not enter an appearance will be represented by Lead Counsel.

1 17. Any Settlement Class Member who does not request exclusion from the
2 Settlement Class may file a written objection to the proposed Settlement, the proposed
3 Plan of Allocation, and/or Lead Counsel’s motion for an award of attorneys’ fees and
4 reimbursement of Litigation Expenses and appear and show cause, if he, she or it has
5 any cause, why the proposed Settlement, the proposed Plan of Allocation and/or Lead
6 Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses should
7 not be approved; *provided, however*, that no Settlement Class Member shall be heard or
8 entitled to contest the approval of the terms and conditions of the proposed Settlement,
9 the proposed Plan of Allocation and/or the motion for attorneys’ fees and
10 reimbursement of Litigation Expenses unless that person or entity has filed a written
11 objection with the Court and served copies of such objection on Lead Counsel and
12 representatives of Defendants’ Counsel at the addresses set forth below such that they
13 are received no later than twenty-one (21) calendar days prior to the Settlement
14 Hearing.

15 **Lead Counsel**

15 **Defendants’ Counsel Representative**

16 Bernstein Litowitz Berger
17 & Grossmann LLP
18 Timothy A. DeLange, Esq.
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22 18. Any objections, filings and other submissions by the objecting Settlement
23 Class Member: (a) must state the name, address, and telephone number of the person or
24 entity objecting and must be signed by the objector; (b) must contain a statement of the
25 Settlement Class Member’s objection or objections, and the specific reasons for each
26 objection, including any legal and evidentiary support the Settlement Class Member
27 wishes to bring to the Court’s attention; and (c) must include documents sufficient to
28 prove membership in the Settlement Class, including the number of CVB common

1 stock shares that the objecting Settlement Class Member purchased/acquired and/or
2 sold during the Settlement Class Period, as well as the dates and prices of each such
3 purchase/acquisition and sale, and the number of shares held at the beginning of the
4 Settlement Class Period. Objectors who enter an appearance and desire to present
5 evidence at the Settlement Hearing in support of their objection must include in their
6 written objection or notice of appearance the identity of any witnesses they may call to
7 testify and any exhibits they intend to introduce into evidence at the hearing.

8 19. Any Settlement Class Member who or which does not make his, her or its
9 objection in the manner provided herein shall be deemed to have waived his, her or its
10 right to object to any aspect of the proposed Settlement, the proposed Plan of
11 Allocation, and Lead Counsel's motion for an award of attorneys' fees and
12 reimbursement of Litigation Expenses and shall be forever barred and foreclosed from
13 objecting to the fairness, reasonableness or adequacy of the Settlement, the Plan of
14 Allocation or the requested attorneys' fees and Litigation Expenses, or from otherwise
15 being heard concerning the Settlement, the Plan of Allocation or the requested
16 attorneys' fees and Litigation Expenses in this or any other proceeding.

17 20. **Stay** – Until otherwise ordered by the Court, the Court stays all
18 proceedings in the Action other than proceedings necessary to carry out or enforce the
19 terms and conditions of the Stipulation.

20 21. **Settlement Administration Fees and Expenses** – Notice and
21 Administration Costs actually incurred and paid or payable in identifying Settlement
22 Class Members and notifying them of the Settlement, as well as in administering the
23 Settlement, shall be paid as set forth in the Stipulation.

24 22. **Settlement Fund** – The contents of the Settlement Fund to be held by
25 Valley National Bank (which the Court approves as the Escrow Agent) shall be deemed
26 to be in the custody of the Court, and shall remain subject to the jurisdiction of the
27 Court, until such time as the funds shall be distributed or returned pursuant to the terms
28 of the Stipulation and/or further order(s) of the Court.

1 23. **Taxes** – Lead Counsel is authorized and directed to prepare any tax returns
2 and any other tax reporting form for or in respect to the Settlement Fund, to pay from
3 the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to
4 otherwise perform all obligations with respect to Taxes and any reporting or filings in
5 respect thereof without further order of the Court in a manner consistent with the
6 provisions of the Stipulation.

7 24. **Termination of Settlement** – If the Settlement is terminated as provided
8 in the Stipulation, the Settlement is not approved, or the Effective Date of the
9 Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void
10 and be of no further force and effect, except as otherwise provided by the Stipulation,
11 and this Order shall be without prejudice to the rights of Lead Plaintiff, the other
12 Settlement Class Members and Defendants, and the Parties shall revert to their
13 respective positions in the Action as of September 28, 2016, as provided in the
14 Stipulation.

15 25. **Use of this Order** – Neither this Order, the Stipulation (whether or not
16 consummated), including the exhibits thereto and the Plan of Allocation contained
17 therein (or any other plan of allocation that may be approved by the Court), the
18 negotiations leading to the execution of the Stipulation, nor any proceedings taken
19 pursuant to or in connection with the Stipulation and/or approval of the Settlement
20 (including any arguments proffered in connection therewith): (a) shall be offered
21 against any of the Defendants’ Releasees as evidence of, or construed as, or deemed to
22 be evidence of any presumption, concession, or admission by any of the Defendants’
23 Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the validity of
24 any claim that was or could have been asserted or the deficiency of any defense that has
25 been or could have been asserted in this Action or in any other litigation, or of any
26 liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants’
27 Releasees or in any way referred to for any other reason as against any of the
28 Defendants’ Releasees, in any civil, criminal or administrative action or proceeding,

