

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of

The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):

April 6, 2020

COLUMBIA BANKING SYSTEM, INC.

(Exact name of registrant as specified in its charter)

Washington
(State or other jurisdiction
of incorporation)

000-20288
(Commission
File Number)

91-1422237
(IRS Employer
Identification No.)

1301 A Street

Tacoma, WA 98402-2156
(Address of principal executive offices and zip code)

(253) 305-1900
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, No Par Value	COLB	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 6, 2020, Aaron Deer was appointed as the Executive Vice President and Chief Financial Officer of Columbia Banking System, Inc. (the “Company”) and its wholly-owned subsidiary, Columbia State Bank (“Columbia Bank”), effective on or before April 30, 2020. Eric Eid will continue to serve as interim Chief Financial Officer of the Company and Columbia Bank until Mr. Deer’s employment commences.

Mr. Deer, age 51, joins the Company from Piper Sandler, where he was a Managing Director and Senior Research Analyst. Previously, he was a Managing Director in the equity research department of Sandler O’Neill + Partners, where he covered West Coast financial institutions since 2007. He holds a Master of Business Administration and a Master of Arts degree from The George Washington University and a Bachelor of Business Administration degree from the University of North Dakota.

In connection with his appointment as Executive Vice President and Chief Financial Officer, Columbia Bank entered into an offer letter with Mr. Deer dated April 3, 2020 (the “Offer Letter”), which provides for the following: (i) an initial annual base salary of \$385,000; (ii) a target annual cash incentive opportunity under the Company’s Annual Incentive Compensation Plan of up to 50% of annual base salary (with any annual incentive earned for 2020 based on base salary actually paid to Mr. Deer in 2020); (iii) a one-time signing and relocation bonus in the gross sum of \$75,000, a prorated portion of which will be subject to repayment if Mr. Deer’s employment is terminated for cause or due to his resignation within his first two years of employment with the Company; and (iv) a long-term equity incentive opportunity for 2020 of up to 65% of his annual base salary. Mr. Deer will also be entitled to additional benefits including the right to participate in the Company’s 401(k) plan, group medical, dental, accidental death and dismemberment and long-term disability plans and Employee Stock Purchase Plan. The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the copy of such document filed as Exhibit 10.1 hereto.

There are no arrangements or understandings between Mr. Deer and any person pursuant to which he was selected as the Company’s and Columbia Bank’s Executive Vice President and Chief Financial Officer.

There are no family relationships between Mr. Deer and any of the Company’s directors, executive officers or persons nominated or chosen by the Company to become a director or executive officer, and Mr. Deer is not a party to any transaction requiring disclosure under Item 404(a) of Regulation S-K.

Item 7.01. Regulation FD Disclosure.

On April 9, 2020, the Company issued a press release announcing Mr. Deer’s appointment as Executive Vice President and Chief Financial Officer of the Company and Columbia Bank. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 hereto, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. Furthermore, Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1 hereto, shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

The following exhibits are being filed herewith:

Exhibit

<u>No.</u>	<u>Description</u>
10.1	Offer Letter, dated April 6, 2020 by and between Columbia State Bank and Aaron Deer.
99.1	Press release, dated April 9, 2020, announcing the appointment of Aaron Deer as Executive Vice President and Chief Financial Officer.
104	The cover page from the Current Report on Form 8-K, formatted as Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COLUMBIA BANKING SYSTEM, INC.

Date: April 10, 2020

/s/ KUMI Y. BARUFFI

Kumi Y. Baruffi
Executive Vice President, General Counsel

April 3, 2020

CLINT STEIN
Chief Executive Officer

**VIA ELECTRONIC & REGULAR MAIL
PERSONAL AND CONFIDENTIAL**

Mr. Aaron Deer
At the most recent address on file

Re: Employment Offer

Dear Aaron:

We are pleased to extend you an offer of employment as EVP and Chief Financial Officer (collectively, “CFO”) for Columbia Banking System, Inc., including without limitation its wholly owned subsidiary Columbia Bank (collectively, the “Bank”). This letter confirms the terms and conditions of our offer, and supersedes any other discussions or representations. Please review it carefully at your earliest opportunity and let me know if you have any questions or concerns. To accept our offer, please sign the last page of this letter and return the original with your signature to me. Please also bear in mind that this offer remains contingent upon satisfying our background check requirements.

Location/Reporting/Duties: As CFO, your office will be located at our corporate headquarters in Tacoma. You will be expected to perform the duties customarily performed by a CFO. Your precise duties may be changed from time to time at my discretion or that of the Board of Directors (“Board”); provided, however, that no material changes will be made without first consulting with you. As a member of executive leadership, you will be required to devote your entire working time, effort and skill to the Bank’s business and affairs; to faithfully and diligently serve the Bank’s interests; and to not engage in any business or employment activity that is not on the Bank’s behalf (whether or not pursued for gain or profit), except for (a) activities approved in writing in advance by me or the Board and (b) passive investments that do not involve you rendering advice or service to the businesses in which the investments are made.

At-Will Status: Your employment with us is for an indefinite term. While we hope and expect that it will be a mutually rewarding relationship, the unfortunate fact is that circumstances can change and employment terminations do occur from time to time. For these reasons, you should understand that your employment with the Bank is on an at-will basis. You and we are free to end the relationship at any time for any reason. The Bank is not required to show cause, provide progressive discipline or follow any other procedure before discharge. This policy may be changed only by way of a written agreement signed by me. If you hear or read any statements in the future that suggest to you that your employment status is something other than at-will, you should disregard them and advise me immediately.

Annual Salary: Your initial annual salary will be in the gross amount of Three Hundred and Eighty-Five Thousand Dollars (\$385,000.00). Your salary will be reviewed at least annually as part of the Bank’s regular compensation review process and may be adjusted at the Bank’s discretion.

CLINT STEIN
Chief Executive Officer

Annual Incentive Compensation: You will be eligible to participate in the Bank's Annual Incentive Compensation Plan, which currently provides a target opportunity for an annual incentive in an amount equal to fifty percent (50%) of your annual salary up to a maximum of seventy five percent (75%). The annual incentive earned for calendar year 2020 shall be determined based on the base salary actually paid to you in 2020. The determinations whether, and in what amounts, to award this form of annual incentive are provided pursuant to the governing plan document.

One-Time Signing and Relocation Bonus: You will be provided a one-time signing and relocation bonus in the gross sum of Seventy-Five Thousand Dollars (\$75,000.00), half to be paid upon your start date and half upon relocation to the Tacoma area. This sum will be subject to regular payroll deductions and withholding, per applicable law, and the Bank's customary payroll practices. It is provided on the expectation, and condition, that you successfully complete at least two (2) years of continuous employment with the Bank. Consequently, you understand and agree that in the event that, prior to successful completion of the referenced two (2)-year period, your employment is terminated for cause, or you resign, the signing and relocation bonus is subject to reimbursement on a straight-line prorated basis. This means, for example, that if you resign after successful completion of only twelve (12) months of continuous employment, which is fifty percent (50%) of the two (2)-year obligation, you shall be obligated to repay the Bank Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00), which represents fifty percent (50%) of the signing and relocation bonus. For purposes of this repayment obligation, "cause" is determined at the Bank's discretion and includes, by way of example and without limitation, (i) any act of dishonesty, whether by affirmative misrepresentation, omission, or other means; (ii) any act or omission that causes, or reasonably could cause, harm to the Banks' standing, reputation and/or goodwill; (iii) violation of the Bank's policies, now in effect or hereafter amended, regarding ethics, conflicts of interest, governmental reporting, regulatory oversight and/or equal employment opportunity (including its policies prohibiting harassment, discrimination and retaliation); (iv) conviction of, or plea of nolo contendere to, a felony, or to any crime involving violence (actual or threatened), fraud, embezzlement or any other act of moral turpitude; (v) unauthorized or improper use or disclosure of any confidential information or trade secrets of the Bank and/or its business partners, customers, and/or officers or employees; (vi) breach of any obligation under any written agreement or covenant with the Bank, including any set forth in this offer letter/agreement; and/or (vi) failure or refusal to discharge job duties or responsibilities in a consistently timely and professional manner, provided that the failure or refusal continues or recurs after you have been provided written notice and a reasonable opportunity to cure, which shall not be less than thirty (30) days.

Repayment shall become immediately due and payable upon the effective date of your employment termination or resignation. Any portion of the required repayment that has not been received by the Bank within thirty (30) calendar days after the effective date of termination or resignation, as applicable, shall then begin to bear interest at six percent (6%) per annum until the required refund and such interest has been paid in full. Upon the effective date of termination or resignation, as applicable, or any time thereafter, the Bank may apply to the sum or outstanding balance of the repayment obligation any amounts otherwise payable to you in any form, including, without limitation, as earned salary and/or bonuses, paid vacation and/or severance, until the required repayment and such interest has been paid in full. By signing below and accepting this offer of employment, you agree that the Bank may, and you hereby authorize it to, deduct from your paycheck(s), including without limitation your final paycheck upon separation of employment, any amounts owed under this provision.

CLINT STEIN
Chief Executive Officer

Benefits Generally. You will be eligible for all benefits currently or hereafter maintained by the Bank for senior executives. These benefits are described in more detail in our policies and formal plan documents, which will be made available to you. If you wish to review the policies or formal plan documents now, before deciding whether to accept this offer, please let me know and I will provide them to you. Please bear in mind that, with respect to benefits that are described in formal plan documents, the terms and conditions set forth in the plan documents control over any other statements, oral or written, regardless of source. Consequently, while we summarize the major benefits here, the governing plan documents control. Please also understand that our benefits package is subject to change. While we expect our package to remain intact, if not grow, due to ever-changing business circumstances we cannot promise to offer or maintain any particular type or level of benefits for any specific period or on any particular terms or conditions.

Long Term Equity Incentive Compensation: Pursuant to the terms and conditions set forth in the Amended and Restated Employee Stock Option and Equity Compensation Plan, you are eligible to participate in the Bank's 2020 long term equity incentive program, which currently offers a target opportunity in an amount equal to sixty-five percent (65%) of your annual salary, which will be prorated based on your actual 2020 start date.

Vacation: You will be eligible for twenty-five (25) days of paid vacation annually, which shall be administered in accordance with the Bank's general vacation policy.

401(k): Upon commencement of employment, you will be eligible to participate in the Bank's 401(k) plan. You may defer up to seventy-five percent (75%) of your pay with pre-tax dollars up to the IRS limit. The Bank currently matches fifty (50) cents on the dollar of the first six percent (6%) of contribution. In addition, there is consideration each year of a discretionary profit-sharing contribution for each employee who is eligible to participate in the 401(k) Plan. Throughout our history, the profit-sharing contribution has generally been 5% of base pay. However, the actual amount, if any, is approved annually by the Board.

Group Insurance: We currently offer medical, dental, AD&D and long-term disability coverages at our expense for you (the employee), and the option of extending coverage to eligible dependents at your expense. These coverages will begin on the first day of the month following your first day of active employment.

Employee Stock Purchase Plan: You will be eligible to participate in the Bank's Employee Stock Purchase Plan. This plan currently provides for offering periods of six (6) months ending in the months of June and December. Once enrolled in the plan, the Bank will purchase stock through funds collected via payroll deduction. At the end of the offering period, the Bank will use the funds collected from you to purchase shares of common stock at the lower of the market price of the stock at either the beginning of the offering period or the last day of that period, less a ten percent (10%) discount.

Change in Control Agreement: You will be provided the opportunity for enhanced benefits, and corresponding contractual obligations, in the context of certain corporate events, pursuant to the Columbia State Bank Change in Control Agreement (CIC). Stated broadly, the benefits include severance and accelerated vesting, while the obligations include covenants against unfair competition.

CLINT STEIN
Chief Executive Officer

Expenses. Upon timely presentation of all receipts and other documentation reasonably requested by the Bank, we will reimburse you for reasonable business expenses incurred in furtherance of your duties and responsibilities as CFO. Reimbursement will be administered in accordance with the Bank's expense reimbursement policies and practices, as currently in effect or hereafter amended.

Aaron, we are indeed happy to extend this employment opportunity to you, and look forward to working with you. The executive management team and Board are confident that you will contribute greatly to the continued success of Columbia Bank.

To formally accept this offer of employment, please indicate so by signing below and returning this document to me by Friday, April 10, 2020. Please do not hesitate to call me at xxx-xxx-xxx with any questions you may have.

Sincerely,

/s/ CLINT STEIN
Clint Stein
President and CEO

Confidentiality: The existence of this Agreement and all items hereof (including, without limitation, the amount of any benefits received hereunder) are strictly confidential. Please use your best efforts to prevent this Agreement from being seen by others.

I, Aaron Deer, accept the aforementioned offer of employment. I intend to start employment with Columbia Bank at a mutually agreed upon date that is no later than July 1, 2020.

/s/ AARON DEER APRIL 6, 2020
Aaron Deer Date

 **Columbia Banking System Inc.****FOR IMMEDIATE RELEASE****April 9, 2020****COLUMBIA BANKING SYSTEM APPOINTS AARON DEER CHIEF FINANCIAL OFFICER**

TACOMA, Wash. – April 9, 2020 – Columbia Banking System, Inc. and Columbia Bank (NASDAQ: COLB) (“Columbia”) today announced that Aaron Deer has been appointed Columbia’s Executive Vice President and Chief Financial Officer, effective on or before April 30, 2020. Mr. Deer’s appointment is the result of an extensive national search following the departure of Greg Sigrist in February 2020.

Mr. Deer was most recently a Managing Director and Senior Research Analyst at Piper Sandler. As an equity analyst, he covered West Coast financial institutions for nearly 20 years with a focus on commercial banks and thrifts, financing of venture capital and private equity-backed enterprises as well as innovation among financial intermediaries. Prior to Piper Sandler, Mr. Deer provided research coverage on a variety of regional and national banks for RBC Capital Markets, and he supervised research and valuation teams for a middle-market M&A boutique. Mr. Deer began his career serving in a variety of frontline and back-office positions at community banks.

“We are delighted to welcome Aaron to Columbia’s executive team,” said Clint Stein, Columbia’s President and Chief Executive Officer, “Aaron has earned a reputation as an industry thought leader, particularly among West Coast banks. We look forward to combining his broad industry expertise with a detailed understanding of our business as we continue to sharpen strategies for improved operating leverage and continued growth.”

Mr. Deer noted, “I am excited to join the Columbia Bank leadership team. I’ve had the pleasure of working with Clint and the team for more than a decade and I’ve always appreciated Columbia’s authentic culture and the strength of the brand. The team has built a solid foundation with tremendous potential and I look forward to contributing to the Bank’s continued growth and success.”

Mr. Deer holds a Master of Business Administration degree (international business) and a Master of Arts degree (international affairs) from The George Washington University and a Bachelor of Business Administration degree (economics) from the University of North Dakota. He is quoted frequently in national media on banking issues, financial innovation and the economy, and he advises management teams and boards on strategy and industry trends.

About Columbia

Headquartered in Tacoma, Washington, Columbia Banking System, Inc. (NASDAQ: COLB) is the holding company of Columbia Bank, a Washington state-chartered full-service commercial bank with locations throughout Washington, Oregon and Idaho. For the 13th consecutive year, the bank was named in 2019 as one of *Puget Sound Business Journal's* "Washington's Best Workplaces," and for the 8th consecutive year, Columbia has been ranked as one of the nation's best banks by *Forbes*. More information about Columbia can be found on its website at www.columbiabank.com.

Note Regarding Forward Looking Statements

This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, which can be identified by words such as "may," "expected," "anticipate," "continue," or other comparable words. In addition, all statements other than statements of historical facts that address activities that Columbia expects or anticipates will or may occur in the future are forward looking statements. Readers are encouraged to read the SEC reports of Columbia, particularly its form 10-K for the Fiscal Year ended December 31, 2018, for meaningful cautionary language discussing why actual results may vary materially from those anticipated by management.

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