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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MARLENE MOLINA, individually, on a
representative basis, and on behalf of all others
similarly situated;

Plaintiff,

vs.

U.S. BANK NATIONAL ASSOCIATION;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2300344
c/w CIVSB2302908
*[Assigned to Hon. Jessica Morgan, Dept S26,
for all purposes]*

**DECLARATION OF SETTLEMENT
ADMINISTRATOR, ANDREW MEYER
OF RUST CONSULTING, IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing
Date: May 22, 2024
Time: 8:30 a.m.
Dept.: S26

Complaint filed: January 24, 2023

1 **DECLARATION OF ANDREW MEYER IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR PRELIMINARY APPROVAL**

3 I, Andrew Meyer, declare as follows:

4 1. I am a Business Development Consultant for Rust Consulting, Inc. ("Rust"). My
5 business address is 920 2nd Ave. South, Suite 400, Minneapolis, MN 55402. My telephone
6 number is (612) 987-8835. I am over twenty-one years of age and am authorized to make this
7 declaration on behalf of Rust and myself.

8 2. Rust has extensive experience in class action matters, having provided services in
9 class action settlements involving antitrust, securities fraud, property damage, employment
10 discrimination, employment wage and hour, product liability, insurance and consumer issues.
11 We have provided notification and/or claims administration services in more than 7,500 projects.
12 Of these, approximately 3,500 were Labor & Employment cases.

13 3. Rust's internal data security practices meet or exceed today's exacting industry
14 standards. Our enterprise-class data security measures are founded on standard business
15 processes including a vigorous employee screening program, ongoing employee security training
16 and a hardened production data center hosted at a Tier 1 network carrier, all designed for
17 ensuring data integrity and security.

18 4. Rust is being engaged by Counsel to provide services in the settlement *Marlene*
19 *Molina v. U.S. Bank* (the "Settlement"). Duties will include: a) preparing, printing and mailing
20 of the Notice of Class Action Settlement ("Class Notice"); b) tracking of requests for exclusion
21 and objections; c) drafting, mailing and tax reporting for Settlement Award checks to Class
22 Members; and for such other tasks as the Parties mutually agree or the Court orders Rust to
23 perform.

24 5. Rust has no business and/or relationship to any of the Counsel.

25 6. Rust is routinely audited for compliance with data and security measures and
26 carries adequate insurance levels for fraud, E&O, theft, etc.
27
28

1 7. Rust will obtain a mailing address to receive requests for exclusion, undeliverable
2 Class Notices and other communications from Class Members.

3 8. Rust will provide Project Management and Technical Consulting staff to manage
4 all aspects of the administration and be available to Counsel.

5 9. Rust expects that Counsel for Defense will provide Rust with a mailing list (the
6 “Class List”) containing the Class Members names, last known addresses, Social Security
7 Numbers and any other pertinent information necessary to carry out Rust’s duties.

8 10. Rust will obtain a phone number and will staff with live Customer Services
9 Representatives (“CSR”) to be available for Class Members to call with questions regarding the
10 Settlement and to provide address updates.

11 11. Rust will post copies of the notice, settlement agreement, preliminary approval
12 and all other relevant documents requested by the parties to its own website.

13 12. Rust will mail the Class Notice prepared by the parties and approved by the
14 Court.

15 13. The mailing addresses contained in the Class List will be processed and updated
16 utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal
17 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service.
18 In the event that any individual has filed a U.S. Postal Service change of address request, the
19 address listed with the NCOA will be utilized in connection with the mailing of the Class Notice.

20 14. For any Class Notices that are returned to Rust as undeliverable, Rust will
21 perform address traces in an attempt to find an updated address. The address trace will utilize
22 the Class Member’s name, previous address and Social Security Number. In the event an
23 updated address is obtained, the Class Notice documents will be promptly re-mailed to those
24 Class Members via First Class mail. For Class Notice documents that are returned by the Post
25 Office with forwarding addresses attached, these Class Notice documents will be promptly re-
26 mailed to those Class Members at the forwarding address via First Class mail.
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28

15. Rust will be responsible for receiving and validating all requests for exclusions and objections to the Settlement.

16. Rust will be responsible for calculating award amounts and tax withholdings, printing and mailing payments including tax documents, establishing a Qualified Settlement Fund (“QSF”), setting up a bank account and preparing annual tax filings on behalf of the QSF. Rust will establish and set up a QSF in this case based upon all applicable laws and requirements.

17. Rust will be the fiduciary of the QSF and responsible for all payments and tax reporting. The QSF will obtain its own tax ID and report all taxes under that tax ID.

18. The total cost for the administration of this Settlement is estimated to not exceed \$50,500.00 unless the class size (approx. 14,000) provided by counsel is materially different as that is the basis on which the estimate is provided. The costs are comprised of the combination of the transactional costs for print, postage, banking activities, live telephone support, email, as well as the hourly fees to carry out the administrative duties. Attached as Exhibit A, is the estimate for this settlement.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct to the best of my knowledge and that this Declaration was executed this 26th day of April 2024, at Minneapolis, MN.

/s/ Andrew Meyer
Andrew Meyer, Declarant

EXHIBIT A



Settlement Administration Estimate
Molina v. US Bank
January 31, 2024

Prepared by:
Andrew Meyer
Business Development Consultant
612-987-8835
ameyer@rustconsulting.com

EXPERIENCE

With experience on approximately 3,500 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Rust's infrastructure and capabilities related to data processing and security ensure that your sensitive data will be protected. Our "unified compliance posture" includes a system certification and accreditation under FISMA from two federal agencies and an annual SSAE18 SOC 2 Type II Report audit of our data and system security controls and protocols.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	14,000
Project Cost	
Mailed Notice	\$ 17,856
Processing and Administration	\$ 875
Telephone support	\$ 5,513
Website	\$ 300
Fund Distribution & Tax Reporting	\$ 17,312
Project Management	\$ 11,010
Other Out-of-pocket Expenses	\$ 400
Project Cost	\$ 53,266
Discount	\$ 3,196
Total Project Cost (assumes scope within)	\$ 50,070
TOTAL NOT TO EXCEED AMOUNT	\$ 50,500

Key Assumptions:
Notice mailing w/option to opt-out
Spanish translation
Case specific Telephone support included
Weekly Status Reports
Documents posted to Rust's website
W2/1099 Payments with 180 payment void date
Uncashed to CA Controller's Office
Preliminary, Final Approval and Final Payment
Declarations
Not Included: Website, Email, Claims processing,
Reminder postcards

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.



Settlement Administration Estimate
Molina v. US Bank
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Key Assumptions Used to Prepare this Estimate

Class Size	14,000	
Initial Mailed Notice:		
Mailed Notice	14,000	100.0%
Forwarded Notices	350	2.5%
Undeliverable Notices	2,100	15.0%
Re-Mailed Notices after Trace	1,680	80.0%
Telephone Support:		
Number of Telephone Contacts	1,750	12.5%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Opt-outs / Correspondence received	70	0.5%
Payments	13,930	100.0%

Standard Hourly Rates*

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing. Notice package includes notice.

Telephone Support is included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate

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 ameyer@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	4	Hours @	\$ 175	\$ 700	\$ 700
Additional Efforts to Finalize Settlement Data				<i>As Incurred</i>	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 500	
Spanish				\$ 1,000	
Print and Mail Notice Package	14,000	Notices @	\$ 0.25	\$ 3,500	
Postage - 1 Ounce First Class	14,000	Notices @	\$ 0.56	\$ 7,854	\$ 12,854
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	2,100	Notices @	\$ 0.45	\$ 945	
Address Trace	2,100	Traces @	\$ 0.40	\$ 840	
Remail Notice Package	2,030	Notices @	\$ 0.60	\$ 1,218	
Remail Postage - 1 Ounce First Class	2,030	Notices @	\$ 0.64	\$ 1,299	\$ 4,302
Telephone Support					
Telephone Support	1,750	Calls	2.50	\$ 4,375	
800# Charges	8,750	Minutes @	\$ 0.13	\$ 1,138	\$ 5,513
Website					
Documents posted to Rust website	1	Fee @	\$ 300	\$ 300	\$ 300
Processing and Administration					
Declarations - reviewed, signed/completion	3	Hours @	\$ 175	525	
Receipt, Process, and Validate Forms	70	Forms @	\$ 5.00	350	\$ 875
Additional Administrative Services Requested by Client					<i>As Incurred</i>
Fund Distribution					
Print and Mail Payments	13,930	Payments @	\$ 0.30	\$ 4,179	
Postage - 1 Ounce First Class	13,930	Payments @	\$ 0.56	\$ 7,815	
Check Processing	13,930	Payments @	\$ 0.17	\$ 2,368	
FDIC Fees				\$ 1,000	
Monthly Bank Account Fee (open - return to CA)	7	Months @	\$ 100	\$ 700	\$ 16,062
Tax Reporting					
Annual Fee -Qualified Settlement Fund	1	Year @	\$ 1,000	\$ 1,000	
Individual income Tax Reporting (W2/1099)	1	Year @	\$ 750	\$ 250	\$ 1,250
Project Management					
Director/Consultant	2	Hours @	\$ 225	Waived	
Project Management	46	Hours @	\$ 175	\$ 8,050	
Technical Consulting	16	Hours @	\$ 185	\$ 2,960	\$ 11,010
Other Charges and Out-of-pocket Costs					
					\$ 400
Total Settlement Administration Estimate					\$ 53,266



Settlement Administration Estimate

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January 31, 2024

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Terms and Conditions

All administration services to be provided by Rust Consulting to you ("Customer") shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. **Claims Services are not provided on a contingency fee basis.**
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. In cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust will maintain digitally scanned documents of undeliverable mail, claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability: Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.