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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. Christian Towns, Dept S26,
) for all purposes]

) Hearing
) Date: October 30, 2024
) Time: 8:30 a.m.
) Dept.: S26

) Complaint filed: January 24, 2023

1 I, Jennifer Mills, declare as follows:

2 1. I am a Program Manager for Rust Consulting, Inc. ("Rust"). My business address
3 is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-
4 2025. I am over twenty-one years of age and am authorized to make this declaration on behalf of
5 Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 8,500 cases. Of
10 these, over 4,000 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiff and Counsel for the Defendants
12 (collectively the "Parties") to provide notification services in the *Molina v. U.S. Bank National*
13 *Association, et al* Settlement ("Settlement"). Duties included: a) preparing, printing and mailing
14 of the Court Approved Notice of Class Action and PAGA Settlement ("Class Notice"); b) tracking
15 of exclusions, objections and disputes; c) drafting and mailing Settlement Award checks; d) set up
16 of a publicly available website; and e) for such other tasks as the Parties mutually agree or the
17 Court orders Rust to perform.

18 4. Rust obtained a mailing address of Molina v US Bank Settlement Administrator,
19 c/o Rust Consulting, Inc. - 8661, P.O. Box 2396, Faribault, MN 55021-9096 to receive exclusions,
20 objections, disputes, undeliverable Class Notices and other communications regarding the
21 Settlement.

22 5. Rust obtained a toll-free telephone number of (888) 356-0272 for Class Members
23 to call with questions regarding the Settlement. The toll-free telephone number was included in the
24 Class Notice.

25 6. Rust obtained a website address of www.rustconsulting.com/cases/molina and set
26 up a website for the Settlement. The website included the Class and PAGA Action Settlement
27 Agreement and Release and Order Granting Preliminary Approval of Class Action Settlement for
28

1 viewing, downloading and/or printing and additional information about the Settlement. The
2 website address was included in the Class Notice.

3 7. On or about May 24, 2024, Rust received text for the Class Notice from Counsel.
4 A draft of the formatted Class Notice was prepared by Rust and approved by the Parties. Attached
5 as Exhibit A is a copy of the final Class Notice.

6 8. On or about June 12, 2024, Counsel for the Defendant provided Rust with a
7 mailing list containing Class Member's names, last known addresses, Social Security Numbers
8 and applicable employment information ("Class List"). The Class List contained data for 11,525
9 potential Class Members.

10 9. The mailing addresses contained in the Class List were processed and updated
11 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
12 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
13 the event that any individual had filed a U.S. Postal Service change of address request, the address
14 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

15 10. On June 24, 2024, Class Notices were mailed to 11,525 Class Members contained
16 in the Class List via First Class mail. The Class Notice advised Class Members that they could
17 submit an exclusion, objection and/or dispute postmarked by July 24, 2024.

18 11. Rust performed 407 address traces on Class Notices returned as undeliverable for
19 the first time as of July 24, 2024. The address trace utilizes the Class Member's name, previous
20 address and Social Security Number for locating a current address. Of the 407 traces performed,
21 326 more current addresses were obtained and Class Notices were promptly re-mailed to those
22 Class Members via First Class mail. Of the 407 traces performed, Rust did not obtain updated
23 addresses for 81 undeliverable Class Notices. Of the 326 Class Notices mailed to a more current
24 address identified from trace, one (1) Class Notice was returned to Rust as undeliverable a second
25 time. As of this date, 82 Class Notices remain undeliverable.

26 12. As of this date, 120 Class Notices were returned by the Post Office with forwarding
27 addresses attached as of July 24, 2024. Rust promptly re-mailed 120 Class Notices to those Class
28 Members via First Class mail.

1 13. Re-mailed Class Notices were provided an extended deadline of 14 days beyond
2 the July 24, 2024 response deadline, with a latest response date of August 7, 2024. As of this date,
3 82 Notices have been returned again or deemed undeliverable, representing a 99.28% success rate
4 in mailing the Class Notice.

5 14. As of this date, zero (0) Class Members challenged the number of Workweeks and
6 PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the
7 Class Notice.

8 15. As of this date, Rust received nine (9) exclusions. Of the exclusions received, eight
9 (8) were submitted with a postmark on or before July 24, 2024. Of the exclusions received, one
10 (1) was submitted with a postmark after July 24, 2024. All nine exclusions were accepted as valid
11 by the Parties.

12 16. As of this date, Rust received zero (0) objections.

13 17. There are 11,516 Class Members who did not submit timely and valid Requests for
14 Exclusion and are therefore deemed Participating Class Members, representing 99.92% of the
15 Class. Participating Class Members have worked a collective total of 1,119,285 Work Weeks
16 during the Class Period.

17 18. The Escalator Clause of the Settlement Agreement indicates if the number of
18 Weeks Worked by Class Members during the Class Period increases more than 10% over
19 1,019,399 Work Weeks (*i.e.* if there are more than 1,244,033 Work Weeks), then Defendant may
20 either a) increase the Net Settlement Amount in proportion to the increase in Work Weeks over
21 1,244,033, or b) change the end date of the Class Period to the date on which there were no more
22 than 1,244,033 Work Weeks. Because the total Work Weeks were 1,119,285, the Escalator Clause
23 was not triggered.

24 19. The Net Settlement Amount of \$2,742,833.33 available to pay Participating Class
25 Members was determined by subtracting the requested Class Counsel attorneys' fees
26 (\$1,516,666.67), and Class Counsel costs (\$30,000), requested Service Payment to Plaintiff
27 (\$10,000), the PAGA Penalties (\$200,000), and the requested Settlement Administration Costs
28 (\$50,500) from the Gross Settlement Amount (\$4,550,000).

1 20. Based upon the calculations, the highest Individual Class Payment to be paid is
2 approximately \$683.70, while the average Individual Class Payment to be paid is approximately
3 \$237.99. Participating Class Members will be issued payment of their Individual Class Payments
4 subject to reduction for the employee's share of taxes and withholdings with respect to the wages
5 portion of the Individual Class Payment. Pursuant to the Settlement, Defendant has agreed to fund
6 the employer-side taxes due on the wage portion of the Individual Class Payment separately and
7 apart from the Gross Settlement Amount.

8 21. Additionally, \$200,000 of the Gross Settlement Amount has been allocated toward
9 penalties under the Private Attorneys General Act ("PAGA Penalties"), of which 75%, or
10 \$150,000, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
11 or \$50,000, of which shall be paid to the Aggrieved Employees. There are 7,842 Aggrieved
12 Employees who worked during the PAGA Period.

13 22. The total cost for the administration of this Settlement, including fees incurred and
14 future costs for completion of the administration is estimated to be \$50,500.00. A true and correct
15 copy of the invoice from Rust is attached hereto as **Exhibit B**.

16 23. I declare under penalty of perjury that the above is true and correct to the best of
17 my knowledge and that this Declaration was executed this 13th day of September 2024, at
18 Minneapolis, MN.

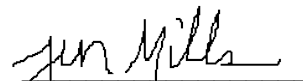
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21 JENNIFER MILLS
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Exhibit A

MOLINA V US BANK SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING, INC. - 8661
P.O. BOX 2396
FARIBAULT, MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



* B A R C O D E 3 9 * - UAA <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Molina v. U.S. Bank National Association

(San Bernardino County Superior Court, Case No. CIVSB2300344)

***The San Bernardino County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the proposed Settlement of an employee class action and PAGA action lawsuit for alleged violations of the California Labor Code (the "Action") filed against U.S. Bank National Association ("Defendant").

The Action was filed by Marlene Molina ("Plaintiff" or "Class Representative") and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members, who are defined as all current and former nonexempt employees employed by U.S. Bank in California who recorded hours worked during at least one Workweek (as defined in the Settlement Agreement) during the Class Period (which is January 24, 2019, through May 22, 2024); and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all current and former nonexempt employees employed by U.S. Bank in California who recorded hours worked during at least one PAGA Pay Period (as defined in the Settlement Agreement) during the PAGA Period (which is January 24, 2022, through May 22, 2024). (Plaintiff and Defendant shall be collectively referred to as the "Parties.")

This notice is being sent to all Class Members, as determined by U.S. Bank's records. The fact that you are receiving this notice means that you are a Class Member pursuant to the proposed Settlement. You may also be an Aggrieved Employee, depending on when you worked as a non-exempt employee for U.S. Bank in California (see chart below).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA"). Based on Defendant's records, and the Parties' current assumptions, your estimated Individual Class Payment and PAGA Payment are shown in the charts below, along with the applicable data points from which these estimates are derived.

Name: <<NAME1>>
Claimant ID: <<CLAIMANT ID>>

<i>Estimated Calculations and Data Points for Estimated Payments</i>			
Estimated Workweeks as a Class Member during Class Period	<<INT1>>	<i>Estimated Individual Class Payment</i>	\$<<DEC1>>
Estimated Pay Periods as an Aggrieved Employee during PAGA Period	<<INT2>>	<i>Estimated Individual PAGA Payment</i>	\$<<DEC2>>

Questions? Please call the Settlement Administrator Toll Free at: (888) 356-0272.

A few important things to note about this chart:

1. The only Workweeks and Pay Periods that count are ones where you recorded hours worked as a non-exempt employee in California.
2. If no amount is stated for your Individual PAGA Payment, then according to U.S. Bank's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't record hours worked for U.S. Bank in California as a non-exempt employee during the PAGA Period.
3. The actual amount(s) you receive may be different from the above and will depend on several factors.

If you believe that you worked more time in California as a non-exempt employee during the Class Period and/or PAGA Period than as shown in the chart above, you can submit a challenge by August 7, 2024 ("**Response Deadline**"). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

As a Class Member, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described in Section 3 .
EXCLUDE YOURSELF FROM SETTLEMENT OF RELEASED CLASS CLAIMS	If you do not wish to participate in the settlement of the Released Class Claims, you may "opt-out" of the settlement of the Released Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by the Response Deadline (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the Settlement with respect to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you must submit an Objection to the Administrator stating why you object to the settlement by the Response Deadline (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to submit a Dispute). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many weeks and/or pay periods you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: OCTOBER 30, 2024 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses U.S. Bank of violating California labor laws by failing to pay minimum, regular and overtime wages (including but not limited to miscalculation of the regular rate, not paying computer boot up and shut down, off the clock work, etc.), failure to provide meal and rest breaks, failure to pay vested vacation wages and sick pay wages, failure to reimburse business expenses, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws throughout the Class and PAGA Periods. It further contends that employees were paid for computer boot-up/shut-down time, were paid all wages due at the correct rate (including minimum wages, regular wages, overtime, vacation and sick pay), reimbursed employees for all business expenses, provided meal/rest breaks or premiums for missed breaks at the correct rate, and timely paid all wages due both during employment and at separation, and provided accurate itemized wage statements.

Both Parties are represented by attorneys in the Action. See **Section 9** below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement” or “Settlement Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that:

(1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. U.S. Bank Will Pay \$4,550,000 as the Gross Settlement Amount. Defendant has agreed to pay a total Gross Settlement Amount of \$4,550,000 and will deposit the Gross Settlement Amount into an account controlled by the Administrator. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s fees and expenses, and PAGA Penalties to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Settlement 15 days after the Judgment entered by the Court becomes Final (as defined in the Settlement Agreement).
2. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees (estimated to be \$1,516,666.67) and up to \$30,000 for their litigation expenses. To date, Class Counsel have been working the case for no fee and have invested considerable time into the case and incurred expenses on the Action without payment. Class Members are not personally responsible for paying attorney fees or costs, as these payments will be paid from the Gross Settlement Amount.
 - B. Up to \$10,000 to Marlene Molina as a Class Representative Service Payment for initiating the Action, providing services in support of the Action, working with Class Counsel, giving a general release, and representing the Class.
 - C. \$50,500 to the Administrator for services administering the Settlement.
 - D. \$200,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (i.e., \$150,000) and 25% in Individual

Questions? Please call the Settlement Administrator Toll Free at: (888) 356-0272.

PAGA Payments (i.e., \$50,000) to the Aggrieved Employees based on their share of PAGA Pay Periods worked during the PAGA Period.

E. Participating Class Members (defined as Class Members who do not opt out or exclude themselves from the Class portion of the Settlement) have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the funds (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of Workweeks during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third (33.333%) of each Individual Class Payment to taxable wages (“Wage Portion”) and two-thirds (66.667%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether these payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund (the “Fund”) in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be a Participating Class Member, participating fully in the Settlement and releasing claims, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.
7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Rust Consulting (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion (among other things). The Administrator will also decide any Disputes over weeks or pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release of the Released Class Claims. After the Judgment is Final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class portion of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for any of the following Released Class Claims.

The Participating Class Members will release the Released Parties (as defined below) from the Released Class Claims which include:

any and all claims that were alleged, or that reasonably could have been alleged, based upon the facts stated in the Complaint and/or in Plaintiff’s LWDA Notice letter against any of the Released Parties, including claims pursuant to: California Labor Code sections 200-204, 208, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 248.5, 256, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802; the California Industrial Welfare Commission’s (“IWC”) Wage Orders; the California Code of Regulations; California Code of Civil Procedure § 1021.5; the California Business & Professions Code;

Questions? Please call the Settlement Administrator Toll Free at: (888) 356-0272.

and the Fair Labor Standards Act including claims premised upon: rest periods; meal periods, including on-duty meal periods; unpaid wages; minimum wages; overtime wages; pay for all hours worked, including but not limited to off-the-clock work; calculation of the regular rate, including non-inclusion of all forms of compensation required to be included in such calculation; timeliness of wages; payment of any wages due at separation of employment; vacation wages; the rate of payment for sick leave; underpayment of sick leave; waiting time penalties; itemized wage statements, accuracy of wage statements, and/or any potential violation of Labor Code § 226(a); reimbursement of expenses, including but not limited to work-from-home expenses; recordkeeping; unfair competition; any unpaid wages or compensation related to any or all of the foregoing; any premium payments related to any or all of the foregoing; whether the foregoing claims are known or unknown to the employees; restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing. The operative release period for the Released Class Claims is the Class Period.

As used herein, "Released Parties" includes U.S. Bank National Association and U.S. Bancorp, and all of their former, present or future parents, subsidiaries, affiliates/affiliated companies, related companies/corporations, partnerships, divisions, assigns, and/or predecessors; and each of the foregoing's present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals; and any potential or alleged joint employers, dual employers, common law employers, and/or co-employees

10. Aggrieved Employees' Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), you will be an Aggrieved Employee under the Settlement and shall release the Released Parties from the Released PAGA Claims which include:

any and all claims for civil penalties under California Labor Code section 2698 et seq. (PAGA) that were alleged, or that reasonably could have been alleged, based upon the facts stated in the in the Complaint and/or in Plaintiff's LWDA Notice letter against any of the Released Parties, including claims for PAGA civil penalties premised on: California Labor Code sections 200-204, 208, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 248.5, 256, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802; the California IWC Wage Orders; and the California Code of Regulations, including claims for PAGA civil penalties premised on: rest periods; meal periods, including on-duty meal periods; unpaid wages; minimum wages; overtime wages; pay for all hours worked, including but not limited to off-the-clock work; calculation of the regular rate, including non-inclusion of all forms of compensation required to be included in such calculation; timeliness of wages; payment of any wages due at separation of employment; vacation wages; the rate of payment for sick leave; underpayment of sick leave; waiting time penalties; itemized wage statements, accuracy of wage statements, and/or any potential violation of Labor Code § 226(a); reimbursement of expenses; recordkeeping; any premium payments related to any or all of the foregoing; any civil penalties related to any or all of the foregoing; and attorneys' fees or costs related to any or all of the foregoing. The time period governing the Released PAGA Claims shall be the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: First: (i) each Workweek that was covered by the previous settlement in *Rodriguez v. U.S. Bank National Association*, Los Angeles Superior Court Case No. BC617356 (which had added, by way of amendment, the plaintiffs and claims from two other cases: *Malik v. U.S. Bank National Association*, Los Angeles Superior Court Case No. 19STCV17516; and *Yousefi v. U.S. Bank National Association*, Southern District of California Case No. 3:20-cv-01770-BAS-AGS) shall be given one (1) settlement point; (ii) all of the remaining Workweeks shall be given two (2) settlement points; (iii) each Workweek worked by a Class Member while home-based (as determined by U.S. Bank's HRIS records) shall be given one (1) additional settlement point; and (iv) each Workweek worked by a Class Member who is no longer employed by U.S. Bank (as determined by U.S. Bank's HRIS records) as of the date of Preliminary Approval shall be given one (1) additional settlement point. The total number of settlement points for all Class Members will be added together and the Net Settlement Amount shall be divided by that total to reach a dollar value per point. The resulting point value will then be multiplied by each Class Member's number of settlement points to determine his or her Individual Class Payment; provided, however, that each Class Member shall receive, at minimum, the amount equivalent to one settlement point. The Individual Class Payments will be reduced by any required deductions as specifically set forth herein, including by

Questions? Please call the Settlement Administrator Toll Free at: (888) 356-0272.

employee-side tax withholdings or deductions. The entire Net Settlement Amount will be disbursed to Class Members who do not submit timely and valid requests to be excluded from the Settlement. If there are timely and valid requests to be excluded from the Settlement, the Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks (and corresponding settlement points as set forth in this Paragraph) worked so that the entire amount of the Net Settlement Amount is actually disbursed to Participating Class Members.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$50,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
3. Disputing Weeks Worked and/or Pay Periods. The number of weeks you worked during the Class Period and number of pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the tables on page 1 of this Notice. You have until the Response Deadline to dispute the number of Workweeks or Pay Periods credited to you by timely submitting evidence to the Administrator. **Section 9** of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of weeks and/or pay periods worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (to the extent applicable).
2. Aggrieved Employees Only. If you opted out of the Class portion of the Settlement, but are an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you even if you opt out of the Class portion of the Settlement and you will still release the Released Parties from the Released PAGA Claims.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline.

If you **do not** wish to take part in the release of the Released Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a "Request for Exclusion" letter/card postmarked no later than August 7, 2024 with your full name, address, telephone number, and signature. The Request for Exclusion should state the following (or words to a similar effect):

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE U.S. BANK LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Molina v. U.S.

Bank National Association and include your identifying information (full name, address, and telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by the Response Deadline, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is the Response Deadline.**

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number (*Molina v. U.S. Bank National Association*, Case No. CIVSB2300344), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in **Section 9, postmarked** on or before **the Response Deadline**.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the settlement.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and facts that support your objection. See **Section 8** of this Notice for specifics regarding the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On October 30, 2024, the Court will hold a public hearing in Department S26 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It's possible the Court will reschedule the Final Approval Hearing. You should check with the Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Administrator	Class Counsel
Molina v US Bank Settlement Administrator c/o Rust Consulting, Inc. - 8661 PO Box 2396 Faribault, MN 55021-9096 Tel: (888) 356-0272 Website: www.rustconsulting.com/cases/molina	Brian Mankin, Esq. brian@LMLfirm.com Peter Carlson, Esq. peter@LMLfirm.com Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on April 30, 2024 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit B



Exhibit

920 2nd Ave S, Suite 400
MINNEAPOLIS, MN 55402
P 612.359.2000 | F 612.359.2050
WWW.RUSTCONSULTING.COM
FEDERAL ID #: 41-1813634

DATE: 9/13/24
MATTER #: 866100

PROJECT			
<i>Molina v US Bank</i>			
<i>May 2024 through September 2024 Claims Administration Services</i>			
Database Development		\$	2,280.20
Initial Mailed Notice			9,674.85
Follow Up to Initial Notice			771.60
Telephone Support			140.12
Processing and Administration			62.14
Project Management			7,834.75
Technical Consulting			2,924.70
Expenses: Other Charges and Out-of-pocket Costs			70.59
Project Total to Date		\$	23,758.95
Costs to Complete			
Telephone Support	\$	5,372.38	
Website		300.00	
Processing and Administration		45.00	
Fund Distribution		13,870.75	
Tax Reporting		1,750.00	
Project Management		5,000.00	
Technical Consulting		500.00	
			26,838.13
Discount			(97.08)
Total Due; Informational Only		\$	50,500.00