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Attorneys for Plaintiff, on a representative basis and on behalf of the Proposed Class

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 the Hon. Christian Towns, Dept.
S26, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing:

Date: October 30, 2024

Time: 8:30 a.m.

Dept.: 26

Complaint Filed: January 24, 2023

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 23 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 350 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in 150 of those actions to date, and anticipate receiving final
12 approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 11,525 current and former nonexempt employees employed by U.S. Bank in California who recorded hours worked during at least one Workweek during the Class Period of January 24, 2019, through May 22, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately \$2,742,833.33, after the deductions set forth in the chart below:

<i>Gross Settlement Amount</i>	\$ 4,550,000.00
Attorneys' Fees (1/3)	\$ 1,516,666.67
Litigation Costs	\$ 30,000.00
Administrator Costs	\$ 50,500.00
PAGA Penalties	\$ 200,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 2,742,833.33

9. The process of mailing the Notice Packets was very successful, as only 82 Class Notices were determined to be undeliverable out of 11,525 mailings, resulting in a 99.28% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected to the settlement or disputed Workweeks, and only 9 opted out of the settlement, resulting in a 99.9% participation rate.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.9% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

1 13. I believe that the Settlement is fair, reasonable and adequate, and in the best
2 interests of the Class, given the litigation risks and delay inherent in further litigation and
3 possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
4 submitted in support thereof, Defendant vigorously contested Plaintiff's claims, and Plaintiff
5 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
6 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
7 that it is desirable that the action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in the Settlement Agreement in order to limit further expense,
9 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
10 the operation of Defendant's business without further expensive litigation and the distraction and
11 diversion of its personnel with respect to matters at issue. All parties took into account the
12 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
13 parties determined that it is desirable and beneficial to both the Class and Defendant that this
14 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
15 recoveries contemplated by the Settlement represent a good result for the Class, fairly
16 proportioned to the likely risk-adjusted recovery in litigation.

17 **ADEQUACY OF COUNSEL AND**
18 **REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

19 14. As set forth above, I have handled well over 350 class and representative actions,
20 have been appointed as class counsel and have successfully resolved approximately one-half of
21 those cases, and many others remain pending and will successfully resolve in the future while
22 recovering hundreds of millions of dollars for my clients and Class Members. This is
23 substantially better than average accordingly to Mayer Brown LLP's study entitled, An
24 Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-
25 55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared
26 to two-thirds that are defeated and result in no payment to the class members.¹

27
28 ¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 15. When this case was taken on a contingency fee basis, with my office agreeing to
2 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
3 course of this litigation, my office paid all costs including filing fees, court costs, research fees,
4 and mediation costs. There was never a guarantee that we would recoup those expenditures.

5 16. It has been my experience that the benchmark for attorney fee awards in
6 California state cases is one-third of a common settlement fund, which the CA Supreme Court
7 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement, Class
8 Counsel is seeking a fee of one-third of the Settlement Amount.

9 17. There are several additional factors why I believe that the Court should award
10 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
11 resulted in a common fund settlement amount of \$4,550,000. This is an ***excellent result*** in light
12 of the disputed nature of the claims alleged. This result was achieved by the work and success of
13 my office, who negotiated the settlement after extensive litigation, discovery, preparation,
14 investigation, mediation, and substantial work thereafter.

15 18. Second, Plaintiff faced significant risks going forward with the litigation. As
16 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
17 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
18 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
19 going forward with this litigation, and it would have taken several more years to realize any
20 recovery in this action along with the possibility of post-trial appeals.

21 19. Third, Class Counsel are experienced class action litigators. This experience and
22 expertise, combined with the high quality of work performed in this case, resulted in the
23 settlement achieved in this case.

24 20. Fourth, Class Counsel has been representing Plaintiff strictly on a contingency fee
25 basis. To that end, we have incurred the risk of non-recovery after investing a substantial
26 amount of time, money, and resources, and have done so since the inception of this case without
27 any payment or compensation. If Plaintiff lost this case, we would have recovered nothing, and
28 would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a

1 small firm. While some cases result in a positive lodestar (like this case) and some in a negative
2 lodestar, if the best Class Counsel could hope for is merely to be paid our hourly rate, then Class
3 Counsel would not be compensated for the hardships and serious risks we face when litigating
4 contingency fee cases, and would not be incentivized to take on similar cases in the future.
5 Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly
6 reduced fee that is far less than lodestar like this one, often due to no fault of counsel (i.e.,
7 bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As
8 noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are
9 successful, compared to two-thirds that are defeated and result in no payment to the class
10 members.

11 21. As exemplified by the contingent nature of high risk class action litigation, I can
12 further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c)
13 an individual settlement in lieu of a class recovery, as demonstrated below

14 **Sample of Cases with Zero Recovery for Class Counsel**

15 The following is a small sample of cases in which Plaintiff's Counsel have received zero
16 recovery on class/PAGA cases due to the company's financial condition.

- 17 • Heavily litigated Class/PAGA action that Class Counsel certified as a class, prevailed
18 on summary adjudication, fully prepared for trial and one day before the start of trial,
19 ***Defendant filed for bankruptcy, resulting in complete loss of attorneys fees and all***
20 ***costs advanced*** (*Garza v. Quality Conversation*, San Bernardino Superior Court Case
21 No. CIVDS1506788);
- 22 • Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all fees***
23 ***and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No.
24 RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No.
25 CIVSB2215927);
- 26 • In a pending matter, Class Counsel has litigated the case for over **5 years** with an
27 estimated 1,000 plus hours in attorney time, leading to the class certification in favor
28 of Plaintiff on all claims for over 1,500 class members. Despite all the work invested

1 into the matter, including preparing for an upcoming trial, the likely outcome will
2 either be (1) defendants filing bankruptcy that will result in zero recovery, or (2) a
3 greatly discounted settlement based on defendant's financial obstacles and ability-to-
4 pay;

- 5 • ***Class Counsel have been forced to dismiss class and PAGA cases without any***
6 ***compensation or reimbursement of fees or costs due to the financial condition of***
7 ***Defendant***, (*Cox v. NurseLoop*, San Bernardino Superior Court Case No.
8 CIVSB2225440; *Joyce v. GES Distribution*, Riverside Superior Court Case No.
9 RIC1905739);
- 10 • Of course, there is also the reality that a Defendant may prevail on the merits,
11 whereby Class Counsel will receive no compensation and lose it out of pocket costs
12 entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a
13 PAGA case, only to have the appellate court reverse the decision and rule in favor of
14 Defendant, thereby reversing the fee and cost award and resulting in no recovery of
15 fees or costs.

16 ***Sample of Cases with Zero Recovery for Class Counsel***

17 Even when my office achieves a settlement and what appears to be a "favorable"
18 outcome, there are countless times when the fees requested by my firm still result in a ***large***
19 ***negative attorney fee multiplier***, including the following examples:

- 20 • ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino Superior
21 Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years,
22 and obtained class certification. Yet, despite the fact that a settlement was
23 eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel
24 due to financial condition;
- 25 • ***Negative 4.24 multiplier:*** In *Sacks v. Natural Energy*, San Bernardino
26 Superior Court Case No. CIVDS1811288, the matter resulted in a settlement
27 with a negative 4.24 multiplier for Class Counsel due to financial condition;
28

- **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case No. RIC2002410, Class Counsel's lodestar was nearly the same amount as the gross settlement amount – thus, resulting in a negative 2.85 multiplier.

Class/PAGA Cases Converted to Small Individual Settlements

There are also many situations when my office is forced to convert matters into small individual settlements (and therein lose substantial attorneys fees) for a variety of reasons, including due the financial constraints of a defendant, or because a company may engage in a “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant engages in a reverse auction and settles a class/PAGA case with another firm that will take less (i.e., cherry picking), thereby cutting off Class Counsel's recovery. There are indeed numerous examples of this occurring that result in an individual settlement, thereby causing my office to bear the burden of a loss in attorneys' fees.

22. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by my office. Moreover, the award of a one-third fee recovery under the common fund doctrine was recently approved by the California Supreme Court in *Laffitte, supra*, 1 Cal.5th 480, 503.

23. For all of the above reasons, a common fund fee award here in the amount of one-third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

24. At my office, this case was primarily handled by my senior associate attorney, Peter Carlson, while I performed the role of the supervising attorney. As set forth in his declaration, Mr. Carlson works exclusively with me on employment law matters and has been in practice for 8 years. He bills at the hourly rate of \$650/hour. I have been in practice for 23 years, with most of those years handling complex litigation and for over the last 15 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is \$775/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

1 25. Class Counsel’s hourly rates are comparable to those of other attorneys with equal
2 or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
3 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–
4 19-year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023
5 Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard.
6 The Real Rate Report is based on an enormous and statistically significant compilation of data,
7 comprising millions of billing entries from a hundred thousand individual timekeepers who
8 worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to
9 provide the hourly rates for partners and associates in major metropolitan areas. For the southern
10 California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for
11 the middle and upper quartiles, and (b) the rates for associates with seven or more years of
12 experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And,
13 perhaps most importantly, the information provided in the Real Rate Report is not based on self-
14 reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate
15 Report is based on the actual hours and fees billed by law firms, which makes it “a much better
16 reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS*
17 *Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21; *PLCM Group*,
18 22 Cal.4th at 1085 (holding that rates should be premised upon precisely this form of
19 independent, “objective” rate data that reflects “fair market” rates actually billed to clients “in
20 the community for similar work.”

21 26. I have billed 178 hours on this case, including an estimated 35 hours that I will
22 bill in finalizing and filing the motion, preparing for and attending the approval hearing, and
23 working with the Settlement Administrator and defense counsel to finalize this matter. Including
24 Mr. Carlson’s 309.4 hours, our combined work results in a fair and reasonable multiplier.

25 27. The fee is warranted because of the results achieved for the Class Members, both
26 in terms of the immediate cash settlement, as well as the fact that the Class Members
27 resoundingly supported the Settlement. Defendant does not oppose this fee request.
28

1 28. In the course of prosecuting this action, Class counsel have incurred expenses that
2 were incidental and necessary to the effective representation of the Class. These expenses
3 included but were not limited to: court filings, messenger services, postage, mediator fees, expert
4 fees, and other incidental expenses directly related to this action. The Settlement Agreement
5 provided up to \$30,000 in costs. Our actual costs through the final approval hearing are
6 \$32,285.41, but in light of the cap, we will only be seeking \$30,000 (see Exhibit "B" attached
7 hereto). Defendant does not oppose this request for costs.

8 **REASONABLENESS OF REQUESTED SERVICE AWARD**

9 29. I also believe that the service award of \$10,000 to Plaintiff is fair and warranted
10 for the reasons outlined in her declarations and in the motion. She came forward and worked
11 directly with our office in analyzing the claims and documents, providing valuable information.
12 (See her declaration for supporting information.) Indeed, her participation was an essential
13 element of Defendant's desire to mediate and of the pre and post mediation analysis that allowed
14 Class Counsel to settle the case. In addition to foregoing separate individual claims, she also
15 took on various risks, including the risk that they could have been ordered to pay Defendant's
16 costs if she lost and the risk of retaliation and being black-balled in the industry. She also
17 provided a full release of all claims. Defendant does not oppose the requested service award.

18 **SUBMISSION TO THE LWDA**

19 30. The Motion and declarations, including the Settlement Agreement, have
20 concurrently been submitted to the LWDA. (See Exhibit "C").

21 **EXHIBITS AND CONCLUSION**

22 31. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
23 "A."

24 32. Attached hereto as Exhibit "B" is a true and correct copy of an itemized statement
25 of my firm's litigation costs.

26 33. The LWDA's confirmation of receipt of this Motion and Declaration is attached
27 hereto as Exhibit "C."

1 34. For the foregoing reasons, it is respectfully requested that the Court grant final
2 approval of the settlement as being fair, reasonable, and in the best interest of the class, and
3 approve the requested attorneys fees, costs, and service award.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. Executed on October 8, 2024, at Riverside, California.

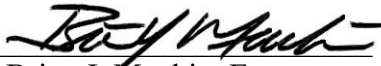
6
7 By: 
8 Brian J. Mankin, Esq.

EXHIBIT “A”

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Attorney for Defendant
U.S. BANK NATIONAL ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

*[Assigned to Hon. Jessica Morgan, Dept S26, for
all purposes]*

**CLASS AND PAGA ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Complaint filed: January 24, 2023

1 This Class and PAGA Action Settlement Agreement and Release (“Agreement”) is made by
2 and between Plaintiff Marlene Molina (“Plaintiff”) and Defendant U.S. Bank National Association
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the class action wage and hour case entitled *Molina v. U.S. Bank*
7 *National Association, et al.*, San Bernardino County Superior Court Case No. CIVSB2300344 filed
8 on January 24, 2023 and the later-filed PAGA-only case entitled *Molina v. U.S. Bank National*
9 *Association*, San Bernardino County Superior Court Case No. CIVSB2302908 which was
10 consolidated with the initial Complaint filed on January 24, 2023.

11 1.2. “Administrator” means Rust Consulting, the neutral entity the Parties have agreed to
12 appoint to administer the Settlement.

13 1.3. “Administrator Expenses Payment” means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with
15 the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
16 Approval of the Settlement.

17 1.4. “Aggrieved Employee(s)” means all current and former nonexempt employees
18 employed by U.S. Bank in California who recorded hours worked during at least one PAGA Pay
19 Period during the PAGA Period.

20 1.5. “Class” means all current and former nonexempt employees employed by U.S. Bank
21 in California who recorded hours worked during at least one Workweek during the Class Period.

22 1.6. “Class Counsel” means Brian J. Mankin and Peter J. Carlson of Lauby, Mankin &
23 Lauby LLP.

24 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
26 expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in U.S. Bank's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from January 24, 2019 until the date the Court grants Preliminary Approval.

1.13. "Class Representative" means Marlene Molina.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action, providing services in support of the Action, and giving a general release.

1.15. "Complaint" means the Complaint on file in this Action, which incorporates the claims and facts in the complaint from the consolidated later-filed PAGA-only action.

1.16. "Court" means the Superior Court of California for the County of San Bernardino.

1.17. "Defendant" means U.S. Bank National Association.

1.18. "Defense Counsel" means Joan B. Tucker Fife and Emilie C. Woodhead of Winston & Strawn LLP.

1.19. "Effective Date" means the date on which the Court's order approving the Settlement and its entry of judgment become Final.

1 1.20. "Final" means the latest of: (i) if there is an appeal of the Court's judgment, the date
2 the order and judgment approving the Settlement are affirmed on appeal, the date of dismissal of such
3 appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme
4 Court and/or United States Supreme Court (as applicable); (ii) if a petition for writ of certiorari is filed,
5 the date of denial of the petition for writ of certiorari, or the date the order and judgment approving
6 the Settlement are affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date
7 of the time for filing or noticing any appeal of the order approving the Settlement and granting Final
8 Approval and/or entry of judgment.

9 1.21. "Final Approval" means the Court's order granting final approval of the Settlement.

10 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
11 of the Settlement.

12 1.23. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
13 Approval of the Settlement.

14 1.24. "Funding Date" means 15 days after the Effective Date.

15 1.25. "Gross Settlement Amount" means \$4,550,000, which is the total amount Defendant
16 agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class
17 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
18 Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the
19 Administrator's Expenses.

20 1.26. "Individual Class Payment" means the Participating Class Member's share of the Net
21 Settlement Amount calculated in accordance with the formula set forth in Paragraph 3.2.4.

22 1.27. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
23 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked for U.S.
24 Bank in a nonexempt position in California during the PAGA Period.

25 1.28. "Judgment" means the judgment entered by the Court based upon the Final Approval.

26 1.29. "LWDA" means the California Labor and Workforce Development Agency, the
27 agency entitled, under Labor Code section 2699, subdivision (i).
28

1.30. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.31. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administrator Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.32. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.33. "PAGA Pay Period" means any pay period during which an Aggrieved Employee recorded hours worked in a nonexempt position in California while employed by U.S. Bank during the PAGA Period.

1.34. "PAGA Period" means the period from January 24, 2022 until the date the Court grants Preliminary Approval.

1.35. "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.36. "PAGA Notice" means Plaintiff's letter(s) to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.37. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$200,000), allocated 25% to the Aggrieved Employees (\$50,000) and the 75% to LWDA (\$150,000) in settlement of PAGA claims.

1.38. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the class action portion of the Settlement.

1.39. "Plaintiff" means Marlene Molina, the named plaintiff in the Action.

1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1 1.42. “Released Class Claims” means any and all claims that were alleged, or that reasonably
2 could have been alleged, based upon the facts stated in the Complaint and/or in Plaintiff’s LWDA
3 Notice letter against any of the Released Parties, including claims pursuant to: California Labor Code
4 sections 200-204, 208, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 248.5, 256, 432,
5 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802; the California
6 Industrial Welfare Commission’s (“IWC”) Wage Orders; the California Code of Regulations;
7 California Code of Civil Procedure § 1021.5; the California Business & Professions Code; and the
8 Fair Labor Standards Act including claims premised upon: rest periods; meal periods, including on-
9 duty meal periods; unpaid wages; minimum wages; overtime wages; pay for all hours worked,
10 including but not limited to off-the-clock work; calculation of the regular rate, including non-inclusion
11 of all forms of compensation required to be included in such calculation; timeliness of wages; payment
12 of any wages due at separation of employment; vacation wages; the rate of payment for sick leave;
13 underpayment of sick leave; waiting time penalties; itemized wage statements, accuracy of wage
14 statements, and/or any potential violation of Labor Code § 226(a); reimbursement of expenses,
15 including but not limited to work-from-home expenses; recordkeeping; unfair competition; any unpaid
16 wages or compensation related to any or all of the foregoing; any premium payments related to any or
17 all the foregoing; whether the foregoing claims are known or unknown to the employees; restitution
18 for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or
19 all of the foregoing; attorneys’ fees or costs related to any or all of the foregoing; interest related to
20 any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing.
21 The time period governing the Released Class Claims shall be the Class Period.

22 1.43. “Released PAGA Claims” means any and all claims for civil penalties under California
23 Labor Code section 2698 *et seq.* (PAGA) that were alleged, or that reasonably could have been alleged,
24 based upon the facts stated in the in the Complaint and/or in Plaintiff’s LWDA Notice letter against
25 any of the Released Parties, including claims for PAGA civil penalties premised on: California Labor
26 Code sections 200-204, 208, 210, 218.5, 218.6, 221-223, 226, 226.3, 226.7, 227.3, 246, 248.5, 256,
27 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802; the California
28 Industrial Welfare Commission’s (“IWC”) Wage Orders; and the California Code of Regulations,

1 including claims for PAGA civil penalties premised on: rest periods; meal periods, including on-duty
2 meal periods; unpaid wages; minimum wages; overtime wages; pay for all hours worked, including
3 but not limited to off-the-clock work; calculation of the regular rate, including non-inclusion of all
4 forms of compensation required to be included in such calculation; timeliness of wages; payment of
5 any wages due at separation of employment; vacation wages; the rate of payment for sick leave;
6 underpayment of sick leave; waiting time penalties; itemized wage statements, accuracy of wage
7 statements, and/or any potential violation of Labor Code § 226(a); reimbursement of expenses;
8 recordkeeping; any premium payments related to any or all the foregoing; any civil penalties related
9 to any or all of the foregoing; and attorneys' fees or costs related to any or all of the foregoing. The
10 time period governing the Released PAGA Claims shall be the PAGA Period.

11 1.44. "Released Parties" means: U.S. Bank National Association and U.S. Bancorp, and all
12 of their former, present or future parents, subsidiaries, affiliates/affiliated companies, related
13 companies/corporations, partnerships, divisions, assigns, and/or predecessors; and each of the
14 foregoing's present, former, or future owners, officers, directors, shareholders, partners, employees,
15 insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal
16 representatives, and/or attorneys of all of the foregoing entities or individuals; and any potential or
17 alleged joint employers, dual employers, common law employers, and/or co-employers.

18 1.45. "Request for Exclusion" means a Class Member's submission of a written request to
19 be excluded from the Settlement signed by the Class Member.

20 1.46. "Response Deadline" means 30 days after the Administrator mails the Class Notice to
21 Class Members and Aggrieved Employees, and shall be the last date on which Class Members may:
22 (a) mail Requests for Exclusion from the Settlement, or (b) mail Objections to the Settlement. Class
23 Members to whom Class Notice is re-sent after having been returned as undeliverable to the
24 Administrator shall have an additional 14 calendar days beyond the Response Deadline.

25 1.47. "Settlement" means the disposition of the Action effected by this Agreement and the
26 Judgment.

27 1.48. "U.S. Bank" means Defendant U.S. Bank National Association and/or U.S. Bancorp.
28

1.49. “Workweek(s)” means any week during which a Class Member recorded hours worked in a non-exempt position in California while employed by U.S. Bank during the Class Period.

2. RECITALS.

2.1 On January 24, 2023, Plaintiff commenced this Action by filing the initial class action complaint entitled *Molina v. U.S. Bank National Association, et al.*, San Bernardino County Superior Court Case No. CIVSB2300344. On April 4, 2023, Plaintiff filed a PAGA-only case entitled *Molina v. U.S. Bank National Association*, San Bernardino County Superior Court Case No. CIVSB2302908, which was consolidated with the initial Complaint filed on January 24, 2023. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On January 19, 2024, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator Steve Rottman, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff, obtained, through informal discovery: (i) data regarding non-exempt employees in California, including a random sampling of available time and pay data for approximately 5% of the putative class members; (ii) document productions including relevant policies, Plaintiff’s personnel records, Plaintiff’s wage statements, and Plaintiff time records; (iii) a description of how shift premiums (including overtime) are calculated; and (iv) a description of how sick pay is calculated (including examples from Plaintiff’s pay statements). Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5 The Court has not granted class certification.

1 **3. MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Except as otherwise provided by Escalator Clause
3 (Paragraph 9 below), Defendant promises to pay \$4,550,000 and no more as the Gross Settlement
4 Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as
5 defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross
6 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this
7 Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or
8 requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of
9 payment. None of the Gross Settlement Amount will revert to Defendant.

10 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
11 the following payments from the Gross Settlement Amount, in the amounts specified by the Court in
12 the Final Approval:

13 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative
14 of not more than \$10,000 in addition to any Individual Class Payment and any Individual PAGA
15 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
16 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
17 this amount. If the Court approves a Class Representative Service Payment less than the amount
18 requested, the Administrator will retain the remainder in the Net Settlement Amount. The
19 Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff
20 assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

21 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third
22 (33.33%) of the Gross Settlement Amount, which is currently estimated to be \$1,516,666.67, and a
23 Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose
24 requests for these payments provided that they do not exceed these amounts. If the Court approves a
25 Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the
26 amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
27 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel for any
28 attorneys' fees or costs arising from any claim released in this Settlement beyond the Class Counsel

1 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class
2 Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
3 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
4 Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and
5 indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of
6 these payments.

7 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
8 \$50,500 except for a showing of good cause and as approved by the Court. To the extent the
9 Administrator Expenses are less or the Court approves payment less than \$50,500, the Administrator
10 will retain the remainder of the Administrator Expenses Payment in the Net Settlement Amount. Class
11 Counsel, Plaintiff, Defendant and Defendant's Counsel are not responsible for paying the difference
12 between the Court approved Administrator Expenses Payment and the amount requested by the
13 Administrator.

14 3.2.4 To Each Participating Class Member: The Net Settlement Amount shall be
15 allocated as follows: First: (i) each Workweek that was covered by the previous settlement in
16 *Rodriguez v. U.S. Bank National Association*, Los Angeles Superior Court Case No. BC617356 (which
17 had added, by way of amendment, the plaintiffs and claims from two other cases: *Malik v. U.S. Bank*
18 *National Association*, Los Angeles Superior Court Case No. 19STCV17516; and *Yousefi v. U.S. Bank*
19 *National Association*, Southern District of California Case No. 3:20-cv-01770-BAS-AGS) shall be
20 given one (1) settlement point; (ii) all of the remaining Workweeks shall be given two (2) settlement
21 points; (iii) each Workweek worked by a Class Member while home-based (as determined by U.S.
22 Bank's HRIS records) shall be given one (1) additional settlement point; and (iv) each Workweek
23 worked by a Class Member who is no longer employed by U.S. Bank (as determined by U.S. Bank's
24 HRIS records) as of the date of Preliminary Approval shall be given one (1) additional settlement
25 point. The total number of settlement points for all Class Members will be added together and the Net
26 Settlement Amount shall be divided by that total to reach a dollar value per point. The resulting point
27 value will then be multiplied by each Class Member's number of settlement points to determine his or
28 her Individual Class Payment; provided, however, that each Class Member shall receive, at minimum,

1 the amount equivalent to one settlement point. The Individual Class Payments will be reduced by any
2 required deductions as specifically set forth herein, including by employee-side tax withholdings or
3 deductions. The entire Net Settlement Amount will be disbursed to Class Members who do not submit
4 timely and valid requests to be excluded from the Settlement. If there are timely and valid requests to
5 be excluded from the Settlement, the Administrator shall proportionately increase the Individual Class
6 Payment for each Participating Class Member according to the number of Workweeks (and
7 corresponding settlement points as set forth in this Paragraph) worked so that the entire amount of the
8 Net Settlement Amount is actually disbursed to Participating Class Members.

9 3.2.4.1 Tax Allocation of Individual Class Payments. One-third (1/3) of each
10 Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims
11 (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an
12 IRS W-2 Form. The remaining two-thirds (2/3) of each Participating Class Member's Individual Class
13 Payment will be allocated to settlement of claims for interest, penalties, and other non-wage amounts
14 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be
15 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for
16 any employee taxes owed on their Individual Class Payment.

17 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
18 Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.
19 The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement
20 Amount for distribution to Participating Class Members in accordance with the formula set forth in
21 Paragraph 3.2.4.

22 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
23 \$200,000 to be paid from the Gross Settlement Amount, with 75% (\$150,000) allocated to the LWDA
24 PAGA Payment and 25% (\$50,000) allocated to the Individual PAGA Payments.

25 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by
26 (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$50,000) by the
27 total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and
28

(b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder of the PAGA Penalties to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks. Based on a review of its records U.S. Bank estimated that, as of the time of mediation, the Class Members collectively worked a total of 1,019,399 Workweeks.

4.2 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date (the "Funding Date").

4.4 Payments from the Gross Settlement Amount. Within 14 days after the Funding Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administrator Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment

1 and the Class Representative Service Payment shall not precede disbursement of Individual Class
2 Payments and Individual PAGA Payments.

3 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
5 prepaid. The face of each check shall prominently state the date (180 days after the date of mailing)
6 when the check will be voided. The Administrator will cancel all checks not cashed by the void date.
7 The Administrator will send checks for Individual Class Payments to all Participating Class Members
8 (including those for whom Class Notice was returned undelivered). The Administrator will send
9 checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class
10 Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned
11 undelivered). The Administrator may send Participating Class Members a single check combining the
12 Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the
13 Settlement Administrator must update the recipients' mailing addresses using the National Change of
14 Address Database.

15 4.4.2 The Administrator must conduct a Class Member Address Search for all other
16 Class Members whose checks are returned undelivered without a United States Postal Service
17 ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-
18 mail checks to the USPS forwarding address provided or to an address ascertained through the Class
19 Member Address Search. The Administrator need not take further steps to deliver checks to Class
20 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send
21 a replacement check to any Class Member whose original check was lost or misplaced, if requested
22 by the Class Member prior to the void date.

23 4.4.3 For any Class Member whose Individual Class Payment check or Individual
24 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit
25 the funds represented by such checks to the California Controller's Unclaimed Property Fund in the
26 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
27 California Code of Civil Procedure section 384, subdivision (b).
28

1 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments
2 shall not obligate Defendant to confer any additional benefits or make any additional payments to
3 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4 **5. RELEASES OF CLAIMS.** Effective on the Funding Date, Plaintiff, Class Members and
5 Aggrieved Employees will release claims against all Released Parties as follows:

6 5.1 Plaintiff's General Release. Plaintiff and her respective former and present spouses,
7 representatives, agents, attorneys, heirs, administrators, successors and assigns, shall release the
8 Released Parties from the Released Class Claims and the Released PAGA Claims and, in addition,
9 shall make the following general release in favor of the Released Parties:

10 5.1.1 Plaintiff and her respective former and present spouses, representatives, agents,
11 attorneys, heirs, administrators, successors and assigns hereby unconditionally waive and forever
12 release the Released Parties from any and all demands, damages, debts, liabilities, actions, causes of
13 action and claims of every kind and nature whatsoever, whether now known or unknown, suspected
14 or unsuspected, contingent or non-contingent, whether or not concealed or hidden, arising or accruing
15 at any time prior to and/or on the Funding Date, which now exist, or heretofore have existed, upon any
16 theory of law or equity, including, without limitation, all claims under the Fair Employment and
17 Housing Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII
18 of the Civil Rights Act of 1964. Plaintiff is deemed by operation of the order granting Final Approval
19 to have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim.

20 5.1.2 Plaintiff acknowledges that she has had the opportunity to review, and has
21 reviewed, California Civil Code section 1542, which provides:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
24 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
25 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
26 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
27 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

28 Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiff
agrees to waive any rights under that section (or any statute or common law principle of similar effect),
and acknowledges that the Settlement Agreement and the release contained herein extends to all claims

1 that she has or might have against the Released Parties, including those which are presently unknown
2 to her.

3 5.2 Release of Claims By Participating Class Members: Upon the Funding Date, each and
4 every Participating Class Member, on behalf of themselves and their heirs and assigns, shall release
5 the Released Parties from the Released Class Claims. The release shall include the Released Class
6 Claims through the Preliminary Approval Order.

7 5.2.1 Any Class Member who does not affirmatively opt-out of the Agreement by
8 submitting a timely and valid letter requesting exclusion from the Settlement, consistent with the terms
9 of the Agreement, shall be bound by all of its terms, including those pertaining to the Released Class
10 Claims as well as any judgment that may be entered by the Court after it grants Final Approval of the
11 Settlement.

12 5.3 Release of Claims By Aggrieved Employees: Upon the Funding Date, each and every
13 Aggrieved Employee, on behalf of themselves and their heirs and assigns, shall release the Released
14 Parties from the Released PAGA Claims. The release shall include the Released PAGA Claims
15 through the Preliminary Approval Order.

16 5.3.1 No Aggrieved Employee may opt out of or be excluded from
17 participating in the settlement of the Released PAGA Claims. All Aggrieved Employees shall be
18 bound by the judgment entered herein and will have released the Released PAGA Claims if/when the
19 Court grants Final Approval of this Settlement. If the Court grants Final Approval of the Settlement,
20 the occurrence of the Funding Date shall forever bar Plaintiff, the LWDA, and any other
21 representative, proxy, or agent thereof, including, but not limited to, any and all Aggrieved Employees,
22 from pursuing any action pursuant to PAGA against the Released Parties for the Released PAGA
23 Claims.

24 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff shall prepare and file a motion for
25 preliminary approval (“Motion for Preliminary Approval”).

26 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft
27 of the Motion for Preliminary Approval, the Proposed Order and Administrator’s declaration 10 days
28

1 before the deadline to file the Motion. Defendants' counsel shall provide any proposed revisions 2
2 days before the filing deadline.

3 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
4 for expeditiously finalizing and filing the Motion for Preliminary Approval as soon as practicable after
5 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
6 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.
7 Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

8 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
9 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
10 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone,
11 and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or
12 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and
13 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
14 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

15 7. SETTLEMENT ADMINISTRATION.

16 7.1 Selection of Administrator. The Parties have jointly selected Rust Consulting to serve
17 as the Administrator and verified that, as a condition of appointment, Rust Consulting agrees to be
18 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
19 exchange for payment of Administrator Expenses Payment. The Parties and their Counsel represent
20 that they have no interest or relationship, financial or otherwise, with the Administrator other than a
21 professional relationship arising out of prior experiences administering settlements.

22 7.2 Employer Identification Number. The Administrator shall have and use its own
23 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
24 reports state and federal tax authorities.

25 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
26 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
27 468B-1.
28

1 7.4 Notice to Class Members.

2 7.4.1 No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the number of Class
4 Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

5 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10
6 days after receiving the Class Data, the Administrator will send to all Class Members and Aggrieved
7 Employees identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the
8 form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently
9 estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
10 payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA
11 Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
12 Administrator shall update Class Member addresses using the National Change of Address database.

13 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class
14 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
15 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
16 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the
17 most current address obtained. The Administrator has no obligation to make further attempts to locate
18 or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

19 7.4.4 The deadlines for Class Members' written objections, challenges to the number
20 of Workweeks and/or PAGA Pay Periods attributed to a Class Member and/or Aggrieved Employee
21 on the Class Notice, and Requests for Exclusion will be extended an additional 14 days beyond the
22 original Response Deadline otherwise provided in the Class Notice for all Class Members and/or
23 Aggrieved Employees whose notice is re-mailed. The Administrator will inform the Class Member
24 and/or Aggrieved Employee of the extended deadline with the re-mailed Class Notice.

25 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
26 discovers any persons who believe they should have been included in the Class Data and should have
27 received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and
28 in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree,

1 such persons will be Class Members entitled to the same rights as other Class Members, and the
2 Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise
3 options under this Agreement not later than 14 days after receipt of Class Notice, or the Response
4 Deadline, which ever is later.

5 7.5 Requests for Exclusion (Opt-Outs).

6 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Settlement
7 must send the Administrator, by mail, a signed written Request for Exclusion no later than the
8 Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed).
9 A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably
10 communicates the Class Member's election to be excluded from the Settlement and includes the Class
11 Member's name, address and email address or telephone number, such as:

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

16 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it
17 fails to contain all the information specified in the Class Notice. The Administrator shall accept any
18 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person
19 as a Class Member and the Class Member's desire to be excluded. The Administrator's determination
20 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason
21 to question the authenticity of a Request for Exclusion, the Administrator may demand additional
22 proof of the Class Member's identity. The Administrator's determination of authenticity shall be final
23 and not appealable or otherwise susceptible to challenge.

24 7.5.3 Every Class Member who does not submit a timely and valid Request for
25 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits
26 and bound by all terms and conditions of the Settlement, including the releases under Paragraphs 5.2
27 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the
28 Class Notice or objects to the Settlement.

1 7.5.4 Every Class Member who submits a valid and timely Request for
2 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or
3 have the right to object to the Settlement. Because future PAGA claims are subject to claim preclusion
4 upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are
5 deemed to release the Released PAGA Claims and will receive an Individual PAGA Payment.

6 7.6 Challenges to Calculation of Workweeks. The Class Notice will inform Class Members
7 of their estimated Individual Class Payment and the number of Workweeks during the Class Period as
8 well as estimated Individual PAGA Payment and number of PAGA Pay Periods. Each Class Member
9 and/or Aggrieved Employee shall have until the Response Deadline (plus an additional 14 days for
10 Class Members and/or Aggrieved Employees whose Class Notice is re-mailed) to challenge the
11 number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or
12 Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may
13 challenge the allocation by communicating with the Administrator via mail. The Administrator must
14 encourage the challenging Class Member and/or Aggrieved Employee to submit supporting
15 documentation. In the absence of any contrary documentation, the Administrator is entitled to presume
16 that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as
17 they are consistent with the Class Data. The Administrator's determination of each Class Member's
18 and/or Aggrieved Employee's allocation of Workweeks and/or PAGA Pay Periods shall be final and
19 not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies
20 of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and
21 Class Counsel and the Administrator's determination of the challenges.

22 7.7 Objections to Settlement.

23 7.7.1 Only Participating Class Members may object to the class action components
24 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
25 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
26 and/or Class Representative Service Payment.

27 7.7.2 To object, a Participating Class Member shall inform the Administrator, in
28 writing, of his or her objection which must be mailed and postmarked by the Response Deadline at the

1 address set forth in the Notice. Such objection shall include the objecting Class Member's full name,
2 address, telephone number, last four digits of the social security number or date of birth, signature,
3 and dates of employment with Defendants, in addition to the case name and number, the basis for the
4 objection, including any legal support and each specific reason in support of the objection, as well as
5 any documentation or evidence in support thereof, and, if the Objecting Class Member is represented
6 by counsel, the name and address of his or her counsel. The Administrator shall provide objections,
7 if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the
8 Administrator shall attach the same to its declaration of due diligence and file with the Court prior to
9 the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible
10 to receive monetary compensation from the settlement. If a Class Member files an objection *and*
11 submits a timely Request for Exclusion, the latter shall be honored and the Class Member's objection
12 shall be deemed invalid. Plaintiff and Defendants shall not be responsible for any fees, costs, or
13 expenses incurred by any Class Member and/or his or her counsel related to any objections to the
14 settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather,
15 the right to appeal is preserved by becoming a party of record by timely and properly intervening or
16 filing a motion to vacate the judgment under California Code of Civil Procedure § 663. Class Members
17 and Aggrieved Employees may not object to or opt-out of the Settlement with respect to the Released
18 PAGA Claims.

19 7.7.3 Non-Participating Class Members have no right to object to the Settlement.

20 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
21 be performed or observed by the Administrator contained in this Agreement or otherwise.

22 7.8.1 Website and Toll-Free Number. The Administrator will establish and maintain
23 and use an internet website to post information of interest to Class Members and Aggrieved Employees
24 including the date, time and location for the Final Approval Hearing and copies of the Agreement,
25 Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final
26 Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
27 and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator
28

1 will also maintain and monitor a toll-free telephone number to receive Class Member and Aggrieved
2 Employee calls and emails.

3 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5
5 days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense
6 Counsel containing (a) the names and other identifying information of Class Members who have
7 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
8 information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of
9 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

10 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
11 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
12 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
13 valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods
14 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA
15 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of
16 the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections
17 received.

18 7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the
19 authority to address and make final decisions consistent with the terms of this Agreement on all Class
20 Member and/or Aggrieved Employee challenges over the calculation of Workweeks and/or PAGA
21 Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible
22 to challenge.

23 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
24 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will
25 provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting
26 to its due diligence and compliance with all of its obligations under this Agreement, including, but not
27 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
28 Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from

1 Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion
2 List. The Administrator will supplement its declaration as needed or requested by the Parties and/or
3 the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

4 7.8.6 Final Report by Settlement Administrator. Within 10 days after the
5 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
6 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
7 identification number only of all payments made under this Agreement. At least 15 days before any
8 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
9 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
10 required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration
11 in Court.

12 **8. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
13 identified in the Exclusion List results in the exclusion of more than 5% of the total Workweeks,
14 Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that,
15 if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and
16 that neither Party will have any further obligation to perform under this Agreement; provided,
17 however, Defendant will remain responsible for paying all Settlement administration expenses
18 incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw
19 not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late
20 elections will have no effect.

21 **9. ESCALATOR CLAUSE.** For purposes of mediation and negotiations, U.S. Bank represented
22 there were an estimated 1,019,399 Workweeks as of the time of mediation. The total number of
23 Workweeks covered by this Settlement shall be no greater than 1,244,033, (i.e., 10% greater than the
24 estimated Workweeks extrapolated through April 31, 2024). If the Workweeks exceed 1,244,033,
25 Defendant, in its sole discretion, shall choose whether to: (a) cut off the end date for the Release as of
26 the date the Workweeks reach 1,244,033; or (b) increase the Net Settlement Amount on a proportional
27 basis equal to the increase in the number of Workweeks above the 10% buffer (e.g., an 11% increase
28 in Workweeks would result in a 1% increase in the Net Settlement Amount).

1 **10. MOTION FOR FINAL APPROVAL.** As set forth in the Preliminary Approval Order,
2 Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for
3 approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final
4 Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall
5 provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion
6 for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person
7 or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
8 Approval.

9 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
10 by a Participating Class Member, including the right to file responsive documents in Court no later than
11 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

12 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
13 Approval on any material change to the Settlement (including, but not limited to, the scope of releases
14 to be granted by Plaintiff, Class Members, and/or Aggrieved Employees), the Parties will expeditiously
15 work together in good faith to address the Court’s concerns by revising the Agreement as necessary to
16 obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class
17 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
18 Payment and/or Administrator Expenses Payment shall not constitute a material modification to the
19 Agreement within the meaning of this paragraph.

20 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
21 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
22 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
23 (iii) addressing such post-Judgment matters as are permitted by law.

24 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel
26 Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all
27 Participating Class Members who did not object to the Settlement as provided in this Agreement or file
28 a motion to intervene, waive all rights to appeal from the Judgment, including all rights to post-

1 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
2 extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose
3 such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
4 under this Agreement will be suspended until such time as the appeal is finally resolved and the
5 Judgment becomes final.

6 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
7 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
8 modification of this Agreement (including, but not limited to, the scope of releases to be granted by
9 Plaintiff, Class Members, and/or Aggrieved Employees), this Agreement shall be null and void. The
10 Parties shall nevertheless expeditiously work together in good faith to address the appellate court's
11 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
12 administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse,
13 or modify the Court's award of the Class Representative Service Payment or any payments to Class
14 Counsel shall not constitute a material modification of the Judgment within the meaning of this
15 paragraph.

16 **11. AMENDED JUDGMENT.** If any amended judgment is required, the Parties will work
17 together in good faith to jointly submit a proposed amended judgment.

18 **12. ADDITIONAL PROVISIONS.**

19 12.1 No Admission of Liability, Class Certification or Representative Manageability for
20 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
21 Nothing in this Agreement is intended or should be construed as an admission by Defendant that any
22 of the allegations in the Complaint have merit or that Defendant has any liability for any claims
23 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses
24 in the Action have merit. The Parties agree that class certification and representative treatment is for
25 purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval,
26 Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class
27 for any reason, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff
28 reserves the right to move for class certification on any grounds available and to contest Defendant's

1 defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no
2 bearing on, and will not be admissible in connection with, any litigation (except for proceedings to
3 enforce or effectuate the Settlement and this Agreement).

4 12.2 Confidentiality Prior to Preliminary Approval. Excluding filings and communications
5 with the Court and LWDA, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree
6 that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not
7 disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate
8 and/or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to
9 any person, corporation, association, government agency or other entity except: (1) to the Parties'
10 attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential;
11 (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
12 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena
13 issued by a state or federal government agency. Each Party agrees to immediately notify each other
14 Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
15 Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any
16 conversation or other communication, before the filing of the Motion for Preliminary Approval, with
17 any third party regarding this Agreement or the matters giving rise to this Agreement except to respond
18 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
19 Counsel's communications with Class Members in accordance with Class Counsel's ethical
20 obligations owed to Class Members.

21 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
22 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
23 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
24 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
25 Class Members.

26 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
27 together with its attached exhibits shall constitute the entire agreement between the Parties relating to
28

1 the Settlement, superseding any and all oral representations, warranties, covenants or inducements
2 made to or by any Party.

3 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
6 terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
9 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
11 as requested by the Court. In the event the Parties are unable to agree upon the form or content of any
12 document necessary to implement the Settlement, or on any modification of the Agreement that may
13 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or
14 the Court for resolution.

15 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber
17 to any person or entity any portion of any liability, claim, demand, action, cause of action or right
18 released and discharged by the Party in this Settlement.

19 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon
21 as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
22 amended) or otherwise.

23 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed, or waived only by an express written instrument signed by all Parties or their
25 representatives and approved by the Court.

26 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
27 the benefit of, the successors of each of the Parties.
28

1 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the State of California, without regard
3 to conflict of law principles.

4 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
5 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
6 was the drafter or participated in the drafting.

7 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive the
9 execution of this Agreement.

10 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
11 California Evidence Code § 1152 and/or any other settlement or mediation privilege, and all copies
12 and summaries of the Class Data provided to Class Counsel by Defendant in connection with the
13 mediation, other settlement negotiations, or in connection with the Settlement, may be used only with
14 respect to this Settlement, and no other purpose, and may not be used in any way that violates any
15 existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
16 Court discharges the Administrator's obligation to provide a declaration confirming the final pay out
17 of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received
18 from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant
19 makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

20 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
21 inserted for convenience of reference only and does not constitute a part of this Agreement.

22 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
23 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
24 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

25 12.17 Notice. All notices, demands or other communications between the Parties in
26 connection with this Agreement will be in writing and deemed to have been duly given as of the third
27 business day after mailing by United States mail, or the day sent by email or messenger, addressed as
28 follows:

To Plaintiff's Counsel:

LAUBY, MANKIN & LAUBY LLP
Brian J. Mankin
Peter J. Carlson
5198 Arlington Avenue, PMB 513
Riverside, CA 92504

To Defendant's Counsel:

WINSTON & STRAWN LLP
Joan B. Tucker Fife
101 California Street, 35th Floor
San Francisco, CA 94111

WINSTON & STRAWN LLP
Emilie C. Woodhead
Jason S. Campbell
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

12.20 Participating Class Member and Aggrieved Employee Signatories. It is agreed that because the Participating Class Members and Aggrieved Employees are numerous, it is impossible or impractical to have each Participating Class Member and Aggrieved Employee execute this Agreement. The Class Notice will advise all Class Members and Aggrieved Employees of the binding nature of the release and, upon Final Approval, such shall have the same force and effect as if this Agreement were executed by each Participating Class Member and Aggrieved Employee.

12.21 Plaintiff's Waiver of Right to be Excluded. Plaintiff agrees that by signing this Agreement, she is bound by the terms herein stated and further agrees not to request to be excluded from the Class or Settlement.

SIGNATURES ON THE FOLLOWING PAGE

1 Dated: April 30, 2024


Marlene Molina (Apr 30, 2024 08:44 PDT)

Plaintiff Marlene Molina

2
3
4 Dated: April 26, 2024

Defendant U.S. Bank National Association



By: Jeffery Brockmann

Its: Vice President and Assistant General Counsel

9 **APPROVED AS TO FORM:**

10
11 Dated: April 30, 2024

LAUBY, MANKIN & LAUBY LLP


By: Brian Mankin
Peter Carlson
Attorneys for Plaintiff

15
16 Dated: April 29, 2024

WINSTON & STRAWN LLP

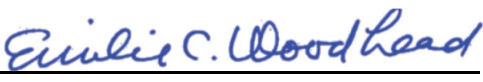

By: Joan B. Tucker Fife
Emilie C. Woodhead
Attorneys for Defendant

EXHIBIT “B”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00527 Molina v US Bank
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Marlene Molina</u>									
<u>14000-00527 Molina v US Bank</u>									
01-24-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
Fees to LWDA to submit PAGA letter									
01-24-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	454.83	0.00	1.00	454.83
TurboCourt - file complaint									
01-27-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,002.00	0.00	1.00	1,002.00
San Bernardino Superior Court complex fees									
03-31-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	454.83	0.00	1.00	454.83
TurboCourt Order #7837708 - file PAGA complaint									
03-31-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	21.80	0.00	1.00	21.80
PACER fees for 1st Quarter 2023									
04-12-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	110.60	0.00	1.00	110.60
Bosco Inv #8658849 Serve: U.S. Bank National Association Summons; Class Action Complaint; Civil Case Cover Sheet; Certificate of Assignment; Initial Case Management Conference Order; Guidelines for the Complex Litigation Program; Notice of Continuance; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/07/2023									
04-12-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	101.50	0.00	1.00	101.50
Bosco Inv #8658857 Serve: U.S. Bank National Association Summons; Repetitive Enforcement Action Complaint [Private Attorneys General Act of 2004 ("PAGA"), Lab. Code § 2698, et seq.]; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District Completed on: 04/07/2023									
04-13-2023	Approved		Billable	E112 Court fees	Chiarito, Tracie	1,000.00	0.00	1.00	1,000.00
Complex fees for San Bernardino Superior Court (PAGA)									
04-21-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	31.06	0.00	1.00	31.06
TurboCourt Order #7912818 - file Slip to Cont CMC									
04-26-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	46.35	0.00	1.00	46.35

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00527 Molina v US Bank
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Marlene Molina</u>									
<u>14000-00527 Molina v US Bank</u>									
Bosco Inv #8761345									
Serve: U.S. Bank National Association									
Summons; Class Action Complaint; Civil Case Cover Sheet; Certificate of Assignment;									
Initial Case Management Conference Order; Guidelines for the Complex Litigation									
Program; Clerk's Notice of Continuance; Plaintiff's Request to Continue Initial Case									
Management Conference; [Proposed] Order; ADR Information Packet									
Court: San Bernardino County Superior Court - Central District									
Closed on: 04/25/2023									
04-26-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	40.75	0.00	1.00	40.75
Bosco Inv #8761330									
Serve: U.S. Bank National Association									
Summons; Representative Enforcement Action Complaint; Civil Case Cover Sheet;									
Certificate of Assignment; Initial Case Management Conference Order; Guidelines for									
the Complex Litigation Program; ADR									
Court: San Bernardino County Superior Court - Central District									
Closed on: 04/25/2023									
04-26-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11688497 for 4/25/23 CMC									
04-28-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	105.70	0.00	1.00	105.70
Bosco Inv #8767238									
Serve: U.S. Bank National Association									
Summons; Representative Enforcement Action Complaint; Civil Case Cover Sheet;									
Certificate of Assignment; Initial Case Management Conference Order; Guidelines for									
the Complex Litigation Program; ADR									
Court: San Bernardino County Superior Court - Central District									
Completed on: 04/26/2023									
04-28-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	296.70	0.00	1.00	296.70
Bosco Inv #8767204									
Serve: U.S. Bank National Association									
Summons; Class Action Complaint; Civil Case Cover Sheet; Certificate of Assignment;									
Initial Case Management Conference Order; Guidelines for the Complex Litigation									
Program; Notice of Ruling on Case Management Conference of April 25, 2023; Clerk's									
Notice of Continuance; Plaintiff's Request to Continue Initial Case Management									
Conference; [Proposed] Order; ADR Information Packet									
Court: San Bernardino County Superior Court - Central District									
Completed on: 04/26/2023									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00527 Molina v US Bank
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Marlene Molina</u>									
<u>14000-00527 Molina v US Bank</u>									
06-24-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11711706 for 6/23/23 CMC (Class)									
11-03-2023	Approved		Billable	E125 Mediation fees	Chiarito, Tracie	19,000.00	0.00	1.00	19,000.00
Steve Rottman Inv #4973 for 1/19/24 mediation									
12-15-2023	Approved		Billable	Attorney Service	Chiarito, Tracie	61.95	0.00	1.00	61.95
Bosco Inv #10084185 File and conform in Dept. S26 -Stipulation to Continue CMC; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 12/14/2023									
01-12-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	10.50	0.00	1.00	10.50
Receipt for Alameda Superior Court for copy of docs on related case									
01-17-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	25.16	0.00	1.00	25.16
LoopUp Inv #463552 Dated 1-31-2024 for 1/30/24 conference call									
01-31-2024	Approved		Billable	E119 Experts	Chiarito, Tracie	8,415.00	0.00	1.00	8,415.00
Berger Consulting Group, Inc. #10382									
04-01-2024	Approved		Billable	E112 Court fees	Chiarito, Tracie	3.40	0.00	1.00	3.40
PACER fees for 1st Quarter 2024									
04-10-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	15.39	0.00	1.00	15.39
OnLegal Order 22233504 - submit Notice of Settlement									
04-30-2024	Approved		Billable	Attorney Service	Chiarito, Tracie	245.05	0.00	1.00	245.05
Bosco Inv #10964760 File and conform. -Motion -Declaration x4 -Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 04/30/2024									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00527 Molina v US Bank
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Marlene Molina</u>									
<u>14000-00527 Molina v US Bank</u>									
05-23-2024	Approved		Billable	Attorney Service	Chiario, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11827817 for 5/22/24 MPA									
05-23-2024	Approved		Billable	E112 Court fees	Chiario, Tracie	7.84	0.00	1.00	7.84
Receipt for San Bernardino Superior Court for copy of signed PA order									
10-08-2024	Approved		Billable	Attorney Service	Chiario, Tracie	400.00	0.00	1.00	400.00
Estimated cost to file Motion for Final Approval and supporting documents via Bosco									
10-30-2024	Approved		Billable	Attorney Service	Chiario, Tracie	144.00	0.00	1.00	144.00
Estimated cost for Courtcall for MFA and related hearings									

Project Total 32,285.41
Client Total 32,285.41
Grand Total 32,285.41

EXHIBIT “C”