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Attorneys for Plaintiff, Miriam Camarillo

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MIRIAM CAMARILLO, an individual on behalf of herself and all others similarly situated, Plaintiff, v. LODI MEMORIAL HOSPITAL ASSOCIATION, INC., a California corporation; and DOES 1 to 100, Defendants.	CASE NO. STK-CV-UOE-2025-0007037 Related Case: Gill v. Lodi Memorial Hospital Association Case No.: STK-CV-UOE-2025-12196 Hon. Robert T. Waters Dept. 11B CLASS ACTION **DECLARATION OF JANELLE CARNEY IN SUPPORT OF MOTION FOR COURT APPROVAL OF PAGA SETTLEMENT** Date: Time: Dept.: 11B Action filed: May 20, 2025

I, Janelle Carney, declare:

1. I am an attorney duly licensed to practice law in the State of California. I am the managing partner at Janelle Carney -Attorney at Law, APC, counsel for Plaintiff. I have personal knowledge of the matters set forth herein and would and could testify thereto if called as a witness herein.

2. I submit this declaration in support of Plaintiffs' Motion for Court Approval of PAGA Settlement in the related matters of *Camarillo v. Lodi Memorial Hospital Association, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2025-0007037 and *Douglas Gill v. Lodi Memorial Hospital Association, Inc.*, Superior Court County of San Joaquin Case No.: STK-CV-UOE-2025-0004986.

3. I, along with Frontier Law Center, represent Plaintiff Camarillo. Plaintiff Gill is represented by Kyle Nordrehaug, Nicholas J. De Blouw, and Victoria Rivapalacio of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

DECLARANT'S ROLE IN LITIGATION & DATA ANALYSIS

4. I, along with Frontier Law Center and Plaintiff, conducted an extensive investigation prior to the Complaint being filed in the *Camarillo* matter.

5. Plaintiffs Camarillo and Gill seek approval of a PAGA settlement in the gross amount of $620,0000.00, on behalf of the State of California and the Aggrieved Employees who are or were employed by Lodi Memorial Hospital Association, Inc. ("Defendant" or "Lodi"). The Aggrieved Employees are ("Aggrieved Employees") are defined as "PAGA Settlement Members" consisting of all current and former non-exempt employees of Defendants from March 12, 2024, until April 3, 2026.

6. The Camarillo Plaintiff requested informal discovery in preparation for mediation requested data from the Defendant including electronic time punch records and payroll records for a randomized 25% sample of aggrieved employees, and relevant company policies. Defendant also provided data points to Plaintiff, including the total number of aggrieved employees and the total number of pay periods worked during the PAGA period. Plaintiffs hired an expert to review and analyze the data in preparation for mediation. According to Defendant, there are 1,693 PAGA

Settlement Members who worked a total of 55,755 pay periods from March 2, 2024, through April 3, 2026.

5. I have extensive experience in wage and hour class action and PAGA litigation, both as a partner with the Law Office of Joseph Antonelli (LOJA), and with my own firm as of January 2021. The Plaintiff seeks to and obtain approval of a non-reversionary settlement in the gross amount of $620,000.00 on behalf of approximately1,693 Aggrieved Employees.

6. JCAL specializes in the area of wage and hour issues. For the last 26 years, I have almost worked exclusively on class actions and representative actions. I graduated from Whittier College School of Law School and obtained my Jurisprudence Doctorate in May 1998. I took the California Bar Examination in February 1999 and received my passing results in May 1999. On June 8, 1999, I was admitted to practice law in the State of California and the federal courts. I have remained in good standing as a member of the California Bar since admission through the present time. I have litigated numerous successful wage and hour class actions in California. From the time of my admission to the bar, I solely worked at the Law Office of Joseph Antonelli until December 31, 2020. I became a partner at LOJA on July 1, 2007, and opened my own firm Janelle Carney – Attorney at Law, APC ("JCAL") on January 1, 2021.

7. During my tenure with the Law Office of Joseph Antonelli, our firm in conjunction with the Law Offices of Kevin T. Barnes completed a court trial in the case of *Mutuc v. Huntington Memorial Hospital*, Case No. BC288727. LOJA was also successful in obtaining favorable published opinions for employees in the state of California on six (6) major issues in each of the following cases:

a. *Huntington Memorial Hospital v. Superior Court* ("Mutuc") (2005) 131 Cal.App. 4th 893, 906;

b. *Tien v. Sup. Ct.* (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;

c. *Jaimez v. Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286;

d. *Hoover v. American Income Life Insurance* (2012) 206 Cal. App. 4th 1193;

e. *Cochran v. Schwan's*, (2014) 228 Cal.App.4th 1137;

f. *Falk v. Children's Hospital Los Angeles*, (2015) 237 Cal. App. 4th 1454;

g. *Lafitte v. Robert Half International, Inc*., et al. (2016), 1 Cal.5th 480;

h. *Vasserman v. Henry Mayo Newhall* (2017) 8 Cal. App 5th 236.

These cases were landmark decisions in the manner in which the regular rate must be calculated and what is considered a "subterfuge" to avoid the correct payment of regular rate and overtime rate (*Huntington Hospital*); the criteria required to certify pay stub claim, waiting time penalty claim, and meal and rest break claim among other matters (*Jaimez*); protecting the interests of putative class members in a wage and hour case who want their identity protected (*Tien*); the standard to prove that an employer has waived its right to arbitrate an employment claim against an employee who filed a class action (*Hoover*); the standard of when an employer is required to reimburse employees for cell phone usage and other business expenses in order to perform the employees' duties, even if there was no direct costs to the employees (*Cochran*); the application of the tolling doctrine as applied to subsequent class actions being filed when the previous class action was disposed of without a ruling on certification (*Falk*); the *Laffitte* decision laid out the requirements for approval of a class action settlement including an in depth analysis on the attorneys' fees request on a common fund. In *Laffitte*, the California Supreme Court affirmed the trial court and appellate court ruling and holds that the attorney fee award made on a common fund basis (percentage of the settlement) is the law in California; and that employees whose employment is governed by a collective bargaining agreement have not waived their right to bring statutory claims in court unless there is a clear and unmistakable waiver of their rights (*Vasserman*).

CLASS ACTION & PAGA EXPERIENCE

8. I have previously served as class counsel in a number of class action and PAGA cases, including wage and hour matters. The following is a sample of matters wherein I have been approved as class counsel with LOJA and as JCAL:

NORTHERN CALIFORNIA COUNTIES

TRAVEL NURSE ACROSS AMERICA

(1) On or about February 25, 2025, Honorable Charles F. Adams entered an Order Granting Motion for Approval of PAGA Settlement, in Talley v. Travel Nurse Across America, LLC, Santa Clara County Superior Court Case No. 22CV403416. My firm and Frontier Law

Center represented the aggrieved employees. Judge Adams approved the settlement in the amount of **$850,000.00**, awarded attorneys' fees in the amount of $297,500.00 (35% of the settlement), and awarded an enhancement to the Plaintiff, in the amount of $1,500.00;

GOODYEAR

(2) On or about May 25, 2023, Honorable Theodore Zayner entered an Order Granting Final Approval and Judgment, in Franco v. The Goodyear Tire & Rubber Company, Santa Clara County Superior Court Case No. 22CV393403. My firm and other counsel were approved as class counsel for settlement purposes. Judge Zayner approved the settlement in the amount of **$3,500,000.00**, awarded attorneys' fees in the amount of $1,666,666.67 (33.33% of the settlement), and awarded an enhancement to the three Class Representatives totaling $30,000.00;

MANN+HUMMEL WATER & FLUID SOLUTIONS

(3) On or about May 9, 2023, Honorable Donna Geck entered an Order Granting Final Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payment, in Massey v. Mann+Hummel Water & Fluid Solutions, Inc., Santa Clara County Superior Court Case No. 21CV02965. My firm and Frontier Law Center were approved as class counsel for settlement purposes. Judge Geck approved the settlement in the amount of **$800,000.00**, awarded attorneys' fees in the amount of $266,666.66 (33.33% of the settlement), and awarded an enhancement to the Class Representative of $7,500.00;

LAND O'LAKES

(4) On or about May 27, 2022, Honorable Brian McCabe entered an Order Granting Final Approval of Settlement, in Inacio v. Land O'Lakes, Inc., et al., Merced County Superior Court Case No. 19CV-04520. Janelle Carney – Attorney at Law, APC, Frontier Law Center, and the Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement purposes. Judge McCabe approved the settlement in the amount of **$500,000.00**, awarded attorneys' fees in the amount of $1,666,666.67 (33.33% of the settlement), and awarded an enhancement to the Class Representative in the amount of $10,000.00;

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DOCTORS HOSPITAL OF MANTECA, INC.

(5) On or about November 23, 2020, Honorable Jayne Lee entered an Order Granting Final Approval of Settlement, in Lyle v. Doctors Hospital of Manteca, Inc., et al., San Joaquin County Superior Court Case No. STK-CV-UOE-2016-6523. The Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the amount of **$3,750,000.00**, awarded attorneys' fees in the amount of $1,250,000.00 (33.33% of the settlement), and awarded an enhancement to the three Class Representatives totaling $7,900.00;

LOS ANGELES COUNTY

HUNTINGTON MEMORIAL HOSPITAL

(6) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas Willhite entered an order granting class certification in *Mutuc v. Huntington Memorial Hospital*, Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel and served as trial counsel in this matter, with trial testimony and argument concluding on April 6, 2007. The matter was re-opened for closing argument on July 23, 2007. As set forth above the primary issue in *Mutuc* involved an alleged artificial and dual rate pay plan that applied to the 12-hour employees at Huntington Hospital. The *Mutuc* matter was tried in approximately 12 days, including partial days and opening and closing statements. Furthermore, there were a total 28 of witnesses who testified. The case resulted in an approximate $32.8 million award for the class and ultimately settled, including PAGA claims, with the related case of *Kiely v. Huntington Memorial Hospital* for $60 million. The Court approved attorneys' fees in the amount of $18,000,000.00. Furthermore, the Court did award $50,000.00 for each of the Mutuc class representatives and $20,000.00 for the Kiely representative.

(6a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys' Fees, and Costs in the matter of *Kiely v. Huntington Memorial Hospital*, Los Angeles Superior Court Case No. BC364972, which was settled together with related matter *Mutuc v. Huntington*

Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement purposes.

PAGADUAN V. TENET HEALTHCARE

(7) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel in the matter of *Pagaduan v. Tenet Healthcare*, JCCP No. 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action settlement. The court approved the settlement in the amount of $85,000,000.00. Furthermore, the Court did award $75,000 for each of the named class representatives. Additionally, the Court awarded the requested $7,500.00 to three (3) other representatives. Judge West also awarded attorneys' fees in the amount of $22,844,022.50;

METHODIST HOSPITAL OF SOUTHERN CALIFORNIA

(8) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting Final Approval of a Proposed Class Action Settlement in *Davis v. Methodist Hospital of Southern California*, Los Angeles Superior Court Case No. BC380177, approving a class action settlement of $20.25 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award $20,000.00 for two (2) of the class representatives and $5,000 for one class representatives. Judge Chaney also awarded attorneys' fees in the amount of $3,989,087.50;

CHILDREN'S HOSPITAL LOS ANGELES

(9) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter of *Mays v. Children's Hospital Los Angeles*, Los Angeles Superior Court Case No. BC477830. On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class action settlement in the amount of $27,000,000.00, attorneys' fees in the amount of $9,000,000,00, and class representative enhancements to the five Class Representatives in an amount totaling $67,500.00. At the final approval on September 19, 2016, the Court entered Final Approval of the Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of

$9,000,000 in addition to awarding the class representative enhancements in the amounts requested ranging from $10,000 to $25,000 for each of the five representatives;

GOOD SAMARITAN HOSPITAL

(10) The Law Office of Joseph Antonelli was approved as class counsel in the matter of *Hoffman v. Good Samaritan Hospital*, Los Angeles Superior Court Case No. BC564721. The William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative Enhancements and Motion for Conditional Certification and Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement in the amount of $6,175,000.00, attorneys' fees in the amount of $1,500,000.00 and Class Representative Enhancements to the two Class Representatives in the amount of $25,000.00 each;

WHITE MEMORIAL MEDICAL CENTER

(11) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were Class Counsel in the matter of *Chamber v. White Memorial Medical Center, et al*. and *Flynn v. Glendale Adventist Medical Center, et al*., Los Angeles Superior Court Case No. BC426335, in which the Honorable William F. Highberger was presiding and approved a final settlement in the amount of $8,750,000, attorneys' fee request of $2,916,966 and class representative enhancement awards of $40,000 to both class representatives;

KAISER PERMANENTE HOSPITAL

(12) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were Class Counsel in the matter of *Martin v. Kaiser Foundation Hospitals, et al.*, Case No. BC395992 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the amount of $21,750,000, attorneys' fee request of $5,437,500 and class representative enhancement awards of $90,000 to both class representatives;

ROBERT HALF

(13) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R. Ferns entered an order granting class certification in *Lafitte v. Robert Half International, Inc*., Los Angeles Superior Court Case No.: BC321317. The Law Office of Joseph Antonelli and Law Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification

concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final Approval on April 10, 2013, approving the settlement of $19,000,000.00. The Law Offices of Kevin T. Barnes and Law Office of Joseph Antonelli were approved as class counsel in this certified matter. The attorneys' fee award was in the amount of 33 1/3 % of the settlement. Furthermore, the Court did award the cumulative amount of $80,000.00 for the three class representatives in the individuals amounts of $15,000.00, $25,000.00 and $40,000.00;

FIRST CHOICE

(14) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel in the certified matter of *Jaimez v. DAIOHS, U.S.A., Inc.*, *(First Choice*), Los Angeles Superior Court Case No. BC372665. This case involved mis-classification of employees, meal period and rest period violations, pay stub, and waiting time penalty classes. On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20, 2011, final approval was granted in the total amount of $1.7 million. Furthermore, the Court did award the cumulative amount of $60,000.00 for the three class representatives in the individual amounts of $10,000.00, $20,000.00 and $30,000.00. Judge Dau also awarded attorneys' fees in the amount of $600,000;

LONG BEACH MEMORIAL MEDICAL CENTER

(17) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law Offices of Robert L. Starr, APC, were approved as class counsel in the matter of *Castillo, et al. v. Long Beach Memorial Medical Center, et al*., Los Angeles Superior Court Case No. BC576936. The Honorable Daniel J. Buckley granted final approval of the class action settlement on December 15, 2020. The court approved the settlement in the amount of $9,500,000.00, attorneys' fees in the amount of $3,166,666.67, and Class Representative Enhancements to Class Representatives Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of $25,000.00 each, and $15,000.00 to Class Representative, Kham Chang.

ASSIGNMENT AMERICA, LLC

(18) On or about April 3, 2024, the Honorable Maurice A. Leiter entered an Order Granting Plaintiff's Motion for Court Approval of PAGA Settlement and Entering Judgment in the

matter of *Mathews v. Assignment America, LLC*, Los Angeles Superior Court Case No. 22STCV13033. Judge Leiter approved the gross settlement amount of $395,000.00, awarded attorneys' fees of $131,666.67. Additionally, Plaintiff's enhancement request of $2,500.00 was granted and the settlement administration expenses are awarded in the amount of $4,650.00. The Net Distribution Amount of the settlement was $240,183.33, with $180,137.50 payable to the California Labor and Workforce Development Agency (LWDA) for its share of PAGA penalties (75%), and $60,045.83 payable to the Aggrieved Employees (25%).

ORANGE COUNTY

ST. JUDE HOSPITAL

(19) On or about September 10, 2018, the Honorable William Claster entered an Order and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement and Motion for Final Approval of Class Action and PAGA Settlement in the matter of *Davis and Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center*, Orange County Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded attorneys' fees of $2,141,000, from the gross settlement value of $7,500,000 and the Court did award enhancement amounts of $12,000, for Leah Davis, a current employee and class representative and $10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other three former employees and class representatives.

MILLER V. CHOC

(20) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order and Judgment Granting Final Approval of Class Action and PAGA Settlement in the matter of *Miller v. Children's Hospital of Orange County*, Orange County Superior Court Case No. 30-2014-00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of Dennis Moss were approved as class counsel Judge Andler awarded attorneys' fees of $1,500,000 or 30% of the gross settlement value of $4,500,000.00 and an enhancement award of $10,000 (the amount requested by Class Counsel) for Class Representative, Erik Mara.

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MARACINE v. MESA VERDE CONVALESCENT HOSPITAL

(21) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in *Maracine v. Mesa Verde Convalescent Hospital, Inc.*, Orange County Superior Court Case No. 30-2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of $1,375,000.00. The Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes. Furthermore, the Court did award $20,000.00 for the class representative. Judge Sanders also awarded attorneys' fees in the amount of $412,500.

PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY

(22) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel Declarant, and other counsel were approved by the Orange County Superior Court by Judge David Velasquez, as Class Counsel in the matter of *Pate, et. al. v. Children's Hospital of Orange County (CHOC)*, Case No. 05CC00303 and a related case of *York v. CHOC*, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class certification in Pate, and on March 23, 2012, final approval of a class action and PAGA settlement was granted in both matters, totaling in the amount of $17.5 million. Furthermore, the Court did award amounts which ranged from $25,000, $15,000.00, and $10,000 for each of the four class representatives. The Court also awarded attorneys' fees in the amount of $4,686,862 in the *Pate* matter, and $375,000 in the *York* matter.

ST. JOSEPH HOSPITAL OF ORANGE (SJHO)

(23) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of *Oberschlake v. St. Joseph Hospital of Orange*, Orange County Superior Court Case No. 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further entered Orders Granting Preliminary and Final Approval of Class Action and PAGA Settlement. Judge Stock did award attorneys' fees of $4,000,000 or 33.33% of the gross settlement value of $12,000,000. Furthermore, the Court did award $20,000.00 for each of the class representatives.

HOAG

(24) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final Approval of Class Action and PAGA Settlement in *Corona v. Hoag Memorial Hospital Presbyterian*, Orange County Superior Court Case No 30-2009-00295587. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Andler did approve the gross settlement of $4,000,000. Furthermore, the Court did award $20,000.00 for each of the class representatives. Judge Andler also awarded attorneys' fees in the amount of $1,333,320.00.

STAPLES

(25) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class certification in *Staples Overtime Cases*, JCCP No. 4235. The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes and others were approved as class counsel. The case involved misclassification of defendant's salaried exempt "manager" employees. The Court also entered Final Approval Order on or about April 16, 2008, approving a class action and PAGA settlement in the amount of $38,000,000.00.

SAN BERNARDINO COUNTY

CHICK-FIL-A

(26) On or about December 9, 2022, Hon. Donald Alvarez granted Final Approval of Class and PAGA Representative Action Settlement in the amount of $105,000.00 in the matter of *Caro v. EM KMR, LLC dba Chick-Fil-A/Colonies Crossroads* (FSU 01544), San Bernardino Superior Court Case No. CIVSB 2126911. Janelle Carney – Attorney at Law, APC was approved as Class Counsel for settlement purposes. Furthermore, the Court did award class representative enhancements in the amount of $10,000.00 to the class representative, and $35,000.00 in attorneys' fees.

ST. MARY MEDICAL CENTER

(27) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class Action and PAGA Settlement in *Sanchez v. St. Mary Medical Center*, San Bernardino Superior Court Case No. CIVDS1304898, approving a class action and PAGA settlement of $5,750,000.00.

The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law Group were approved as Class Counsel for all purposes. The *Sanchez* matter was certified on several key subclasses, including overtime theories on behalf of class members that were part of a union and not paid daily overtime premiums and AWS theories. The *Sanchez* theories certified and set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court did award $15,000.00 for the class representative, a former employee at the time she filed the class action complaint. Furthermore, Judge Foster awarded attorneys' fees in the amount of 1/3 of the common fund in the amount of $1,916,666.60.

UNIFIRST CORPORATION

(28) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final Approval of a Proposed Class Action Settlement in *Alvidrez v. Unifirst Corporation*, San Bernardino Superior Court Case No. CIVRS 1308105, approving a class action and PAGA settlement of $1.1 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award $25,000.00 each for two of the class representatives. Furthermore, Judge Ochoa awarded attorneys' fees of $330,000.

AMERICAN INCOME LIFE INSURANCE COMPANY

(29) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting Final Approval of a Proposed Class Action and PAGA Settlement in *Hoover v. American Income Life Insurance Company*, San Bernardino Superior Court Case No. CIVRS 910758, approving a class action settlement of $6,250,000.00. The Law Office of Joseph Antonelli and other counsel were approved as class counsel. Furthermore, the Court did award $25,000.00 each for two of the class representatives. Judge Davis also awarded attorneys' fees in the amount of $2,083,333.33.

SAN DIEGO COUNTY

VENTURE DYNAMICS ENTERPRISES

(30) On or about June 28, 2024, Honorable Katherine Bacal entered an Order Granting Final Approval of Class Action and PAGA Settlement, in Ponce Ceja v. Venture Dynamics Enterprises, Inc., San Diego Superior Court Case No. 37-2022-00004908-CU-0E-CTL. My firm

and Frontier Law Center were approved as class counsel for settlement purposes. Judge Katherine Bacal approved the settlement in the amount of **$1,000,000.00**, awarded attorneys' fees in the amount of $333,333.33 (33.33% of the settlement), and awarded an enhancement of $7,500.00 to the Class Representative.

THE FISH HOUSE VERA CRUZ

(31) On or about November 22, 2024, Honorable Cynthia A. Freeland entered an Order Granting Final Approval of Class Action and PAGA Settlement, in Houser v. The Fish House Vera Cruz, San Diego Superior Court Case No. 37-2023-00045659-CU-OE-NC. My firm and Frontier Law Center were approved as class counsel for settlement purposes. Judge Cynthia A. Freeland approved the settlement in the amount of **$172,000.00**, awarded attorneys' fees in the amount of $60,200.00, and awarded an enhancement of $5,000.00 to the Class Representative.

SEVEN SEAS ASSOCIATES, LLC

(32) On or about October 22, 2024, Honorable Loren G. Freestone entered an Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, in Gonzalez v. Seven Seas Associates, LLC, San Diego Superior Court Case No. 37-2023-00042280-CU-OE-CTL. My firm and Frontier Law Center were approved as class counsel for settlement purposes. Judge Freestone approved the settlement in the amount of **$500,000.00**, awarded attorneys' fees in the amount of $1666,666.67, and awarded an enhancement of $7,500.00 to the Class Representative.

SHARP HEALTHCARE

(33) On or about September 25, 2020, Honorable Kenneth J. Medel entered an Order Granting Final Approval of Settlement, in Espinoza v. Sharp Healthcare, San Diego Superior Court Case No. 37-2018-00034031-CU-OE-CTL. The Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement purposes. Judge Kenneth J. Medel approved the settlement in the amount of **$2,125,000.00**, awarded attorneys' fees in the amount of 708,333.30 (33.33% of the settlement), and awarded an enhancement of $15,000.00 to the Class Representative.

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VIBRA HEALTHCARE WAGE AND HOUR CASES

(34) On or about September 7, 2018, Honorable Richard E.L. Strauss entered an Order Granting Final Approval of Settlement, in Vibra Healthcare Wage and Hour Cases, JCCP No. 4874. The Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the amount of **$5,500,000.00**, awarded attorneys' fees in the amount of $1,833,150.00 (33.33% of the settlement), and awarded an enhancement to the three Class Representatives totaling $35,000.00;

INVESTIGATION AND LITIGATION

9. JCAL and Frontier Law Center have always been prepared to zealously pursue this case on behalf of the aggrieved employees through trial on the merits if necessary.

10. Defendant has produced documents and data, including electronic time punch records and payroll records for a randomized 25% sample of aggrieved employees, and relevant company policies. Defendant also provided data points to Plaintiff, including the total number of aggrieved employees and the total number of pay periods worked during the PAGA period. The parties attended a mediation on March 4, 2026 with Lisa Klerman of Klerman Mediation. The matter settled as a result of a mediator's proposal that was accepted by the parties. All of the parties' negotiations have been non-collusive and involved considerable disputes over settlement terms. Plaintiff did not settle this case until she and her counsel had conducted sufficient investigation into the claims and exhausted all avenues before agreeing to this settlement.

SETTLEMENT AGREEMENT

11. The parties have entered into a Private Attorney General Act (*Labor Code* § 2698, Et. Seq.) PAGA Settlement Agreement, a true and correct copy is attached to Plaintiff Gill's counsel's declaration filed concurrently herewith.

12. The Gross Settlement of $620,000.00 is subject to reduction for attorneys' fees, costs, representative enhancement, and administrative costs. Accordingly, assuming that the Court awards the fee request of $217,000.00, attorneys' costs of $35,000.00, and Administration costs of up to $7,931.00, total PAGA penalties will be $340,069.00 with net distribution amount to Aggrieved Employees in the amount of $119,024.15 (35%) and net distribution amount to the

LWDA in the amount of $221,044.85 (65%). Pursuant to the PAGA Statute, one hundred percent of the Net Distribution Amount shall be considered payment of penalties and thus will not be subject to local, state, or federal payroll taxes or withholdings.

ATTORNEYS' COSTS & FEES

13. My firm's costs are approximately $8,887.80. (A true and correct copy of Janelle Carney – Attorney at Law, APC's (JCAL) detailed costs billing is attached hereto as **Exhibit 1**). The costs incurred as reflected in **Exhibit 1** consist of filing fees, litigation costs, experts, and various other litigation related costs incurred and paid by JCAL over the past year. I have reviewed JCAL's costs, and each itemized entry as reflected in **Exhibit 1** and I believe that each cost is reasonable and necessary in the prosecution of this action in the superior court as well as arbitration. The attorneys' costs were a result of investigation, research, litigation, experts, consultants, mediation, and other related matters to the prosecution of this case, as evidenced by the cost bills attached as **Exhibit 1**. All of the costs are actual checks written or "hard" costs. The "hard" costs represent checks written by declarant's office to prosecute this matter. That is, before any reimbursement from any person, JCAL had incurred $8,887.80 in costs. All "hard" costs on the attached bill represents costs that JCAL incurred and paid. JCAL does not include any interest, markup or any premium amount on the costs actually incurred and paid. Further, I anticipate an additional 200.00-400.00 in costs for filing the approval papers, filing of orders, and compliance declarations for a total request of $9,287.80.

14. The total lodestar for my firm as of the date of this declaration is $61,280.00. Based on the excellent result from a monetary and non-monetary basis, the attorneys' fees award should be granted. At the current time, JCAL has billed not less than 69.90 hours at a lodestar value of approximately $61.280.00, which averages to an hourly rate of $876.68. I personally have reviewed each time entry in JCAL billing for accuracy and believe to the best of my ability that each entry accurately reflects the description of work performed, the date the work was done and the attorney billing for said work. A true and correct copy of my firm's hourly billing is attached hereto as **Exhibit 2.**

15. Plaintiff anticipates that counsel will incur up to another 10 hours, to ensure the settlement receives approval, and comply with the filing of post hearing filings once the settlement is distributed to the aggrieved employees as well as answer any questions any Aggrieved Employee may have.

16. As set forth above, I participated extensively in the investigation, informal discovery, and mediation. I am very familiar with the contingent fee market throughout California, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of LOJA and JCAL, I have negotiated numerous contingency fee agreements with plaintiffs both as individuals and as representatives in class action suits. Many of those agreements provide that counsel will receive a fee that is between 30%-45% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. The individual Plaintiff signed a contingency fee agreement that compensating counsel up to 35% of any gross settlement. My regular hourly fee of $900 in complex litigation is reasonable. Counsel for Plaintiff are experienced employment lawyers and have extensive experience in the specific subcategory of wage and hour claims.

These are typical and standard rates in employment related contingency agreements in the Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California. Indeed, in my opinion, the Plaintiff in this complex wage and hour PAGA and class action case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm for any amount significantly less than the contingency fee percentage provided in these retainer agreements. Plaintiff's Counsel has advanced all costs and taken on a substantial risk without the guarantee of a payout.

17. The parties have agreed to retain the services of Rust Consulting, Inc. ("Rust") to administer the writing of checks and sending payment to each Aggrieved Employee. A true and correct copy of Rust's estimate dated March 2, 2026, to administer this settlement is attached hereto and marked as **Exhibit 3**. Said costs will not exceed $7,931.00. Rust's qualifications are attached hereto as **Exhibit 4**.

24. My office will upload the conformed copies of the Stipulation for Court Approval of PAGA Settlement, and the declarations in support of court approval of PAGA settlement to the LWDA once conformed copies are received from the Court.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Pasadena, California on this 28th day of July 2026.



Janelle Carney

Exhibit 1

Janelle Carney - Attorney at Law, APC

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	LOCATION	CLASS FULL NAME	DESCRIPTION	ITEM SPLIT ACCOUNT	AMOUNT	BALANCE
Expenses									
Court Costs									
03/13/2025	Expense		LWDA			DLSE PAGA - 1186	Capitol One Credit card	75.00	75.00
05/28/2025	Expense		janney & janney			filing costs	Capitol One Credit card	1,591.35	1,666.35
05/28/2025	Expense		janney & janney			filing costs	Capitol One Credit card	252.35	1,918.70
05/30/2025	Expense		janney & janney			filing fees	Capitol One Credit card	108.15	2,026.85
06/03/2025	Expense		janney & janney			JANNEY AND JANNEY LEGAL S - 1186	Capitol One Credit card	97.85	2,124.70
11/05/2025	Expense		janney & janney			filing costs	Capitol One Credit card	97.85	2,222.55
11/11/2025	Expense		janney & janney			filing costs	Capitol One Credit card	118.45	2,341.00
11/18/2025	Expense		janney & janney			filing costs	Capitol One Credit card	118.45	2,459.45
04/14/2026	Expense		janney & janney			JANNEY & JANNEY MONTEREY PARK CA	citibank	119.03	2,578.48
Total for Court Costs								**$2,578.48**	
Mediation									
11/26/2025	Check	1508	lisa klerman			CHECK 1508	Checking (9585)	6,250.00	6,250.00
Total for Mediation								**$6,250.00**	
Postage									
03/07/2025	Expense		USPS			USPS PO XXXXXX0604 PASADENA CA	citibank	19.78	19.78
11/27/2025	Expense		Federal Express			FEDEX506984400 MEMPHIS TN	citibank	39.54	59.32
Total for Postage								**$59.32**	
Total for Expenses with sub-accounts								**$8,887.80**	

Exhibit 2

Janelle Carney-Attorney at Law

1355 N. Mentor Ave., No. 40137, Pasadena,
CA, 91104

Miriam Camarillo
[redacted]

Date: 7/9/2026
File Number: 62209/

Re: Camarillo v. Lodi Memorial Hosp. Assoc. – Adventist Health

Date	Initials	Description of Service	Hours	Amount
02/27/2025	JC	Prep JPA (.8)	0.80	680.00
03/03/2025	JC	Records request letter (.7)	0.70	595.00
03/12/2025	JC	PAGA ltr (.8)	0.80	680.00
03/14/2025	JC	Draft Class complaint (7.)	7.00	5,950.00
04/29/2025	JC	Revisions to complaint and adding of PAGA (1.5) civil case cover/summons draft (.8)	2.30	1,955.00
05/22/2025	JC	Update client re status and prep ntc of jury fees, LR judge assigned (.8)	0.80	680.00
05/29/2025	JC	Status to client (.7)	0.70	595.00
07/03/2025	JC	Letter to hospital re lawsuit (.7)	0.70	595.00
07/07/2025	JC	Status letter to client (.7)	0.70	595.00
07/11/2025	JC	Review answer (.8)	0.80	680.00
07/16/2025	JC	Initial set of disc (2.5)	2.50	2,125.00
07/22/2025	JC	status email to client (.4)	0.40	340.00
07/23/2025	JC	Prep Depo ntc of PMQ (1.5)	1.50	1,275.00
07/30/2025	JC	Review email and alleged arb agreement (.8) forward to client [redacted] (.40)	1.20	1,020.00
07/31/2025	JC	Review client r[redacted] (.4)	0.40	340.00
08/01/2025	JC	Call w/ opc re arb agreement (.4) call w/ Manny re arb / settlement discussion and review the other LWDA notice out there (.8)	1.20	1,020.00
09/21/2025	JC	Email client re lawsuit/new job offer (.4)	0.40	340.00
10/03/2025	JC	Email w/ OPC (.3)	0.30	255.00
10/10/2025	JC	Call w/ opc and manny and proposed mediators (.8)	0.80	680.00
10/15/2025	JC	Prep stip to stay action pending mediation (.8) prep decl re dismissal of class allegations (.5) prep demand for data for mediation (.8)	2.10	1,785.00
10/16/2025	JC	Email opc following up re mediators (.4)	0.40	340.00
10/24/2025	JC	Email corresp re status (.4)	0.40	340.00
10/29/2025	JC	Email corresp w/ OPC re mediation (.4) draft mediation demand letter (.8)	1.20	1,020.00
10/31/2025	JC	Prep CMC statement (.8) review defendant CMC statement (.4)	1.20	1,020.00
11/05/2025	JC	Call w/ Manny re related case (.4) email corresp w/ opc re mediation (.4) email with proposed mediator (.4) email to JT re damage calcs (.4) prep decl and proo re dismissal of class allegations (.8)	2.40	2,040.00
11/06/2025	JC	Mediation letter to client re confidentiality (.5) email review from Klerman (.4)	0.90	765.00

01/06/2026	JC	Various emails re mediation (.8) email to Econ one re mediation data etc (.4)	1.20	1,080.00
01/20/2026	JC	Email corresp w/ Econ One (.3) email corresp w/ OPC re data (.3)	0.60	540.00
02/03/2026	JC	Follow up w/ Charolette (.4) respond to client re [redacted] (.4)	0.80	720.00
02/13/2026	JC	Review client's pay data and email econ one (.8)	0.80	720.00
02/19/2026	JC	Various emails re data and mediation (.8) Email outline of damage exposure analysis re mediation w/ ECON one (.8)	1.60	1,440.00
02/22/2026	JC	Follow up w/ opc re time records (.4) email charlotte re [redacted] (.4).	0.80	720.00
02/24/2026	JC	Telephone call to Miriam Camarillo - spoke regarding [redacted] (.3)	0.30	270.00
02/25/2026	JC	Various emails re mediation and data (1.)	1.00	900.00
02/27/2026	JC	Review Med brief and email corresp (1.8)	1.80	1,620.00
03/01/2026	JC	Prep indy settlement MOU (1.)	1.00	900.00
03/02/2026	JC	Email corresp w/ ILYM and RUST Re estimates and review estimates (.8)	0.80	720.00
03/04/2026	JC	Mediation (7.0)	7.00	6,300.00
03/05/2026	JC	Review med proposal, emails with client/ co-counsel (.6) call w/ client to explain (.4)	1.00	900.00
03/23/2026	JC	Email corresp w/ co-counsel / call re MOU/ review MOU and email changes (.8)	0.80	720.00
03/24/2026	JC	Call AJ re MOU (.4)	0.40	360.00
04/13/2026	JC	Emails w/ co-counsel re settlement papers (.4) prepare notice of settlement (.4) draft Long form PAGA settlement agreement (2.5) Prepare indy settlement Camarillo (1.5)	4.80	4,320.00
05/05/2026	JC	Email corresp w/ co counsel re indy settlement and review changes/ long form and finalize to send for defense review (1.2)	1.20	1,080.00
05/13/2026	JC	Follow up on the proposed agreements (.4)	0.40	360.00
05/21/2026	JC	Decl for Camarillo for approval of settlement (1.); Review email following up re settlement (.2) prep decl JC for approval (1.5)	2.70	2,430.00
06/02/2026	JC	Review file and email opc re settlement agreements (.4)	0.40	360.00
06/03/2026	JC	Review redline to agreements and make additional redlines/accept changes (.8) email co-counsel w/ redlines (.4)	1.20	1,080.00
06/08/2026	JC	Follow up w/ co-counsel re redlines (.4)	0.40	360.00
06/12/2026	JC	Emails w/ Co counsel re settlement agreement and emails with OPC and finalize agreements(.8); DECL JC for approval 2.)	2.80	2,520.00
06/23/2026	JC	Emails re settlement agreement (.5)	0.50	450.00
06/25/2026	JC	Update settlement agreement re error in math and finalize and send to parties (.8) email client w/ the individual agreement and PAGA agreement and her declaration explaining amounts (.5); Telephone call to Miriam Camarillo - spoke regarding the settlement (.3)	1.60	1,440.00
07/07/2026	JC	Email w/ co-counsel re client decl for approval (.4)	0.40	360.00
07/09/2026	JC	Finalize JCAL decl for approval mtx (1.)	1.00	900.00
		Total Fees	**69.90**	**$61,280.00**

Time Summary

Initials	Rate	Hours	Amount
JC	876.68	69.90	61,280.00

TOTAL NEW CHARGES **$61,280.00**

STATEMENT OF ACCOUNT

Current Fees	61,280.00
AMOUNT DUE AND OWING TO DATE	**$61,280.00**

PER: _____

Janelle Carney

Exhibit 3

Settlement Administration Estimate
Camarillo v Lodi Memorial Hospital Assoc
March 2, 2026

Prepared by:
Eric Bishop
EVP
612-968-1752
ebishop@rustconsulting.com

EXPERIENCE

With experience on approximately 4,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

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

DEDICATED SPECIALISTS

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

Project Summary

Estimated Class Size	1,695		
Project Cost			
Mailed Notice & Fund Distribution		$	4,219
Telephone Support		$	1,302
Website		$	-
Processing and Administration		$	55
Project Management		$	2,655
Other Out-of-pocket Expenses		$	200
Total Project Cost		$	8,431
	Discount	$	(500)
Total Project Cost w/ Discount		$	7,931

Key Assumptions

Spanish Translation Not Included
Notice & Checks Sent Together
Telephone Support Included
Post Docs on Rust Static Website
Payments Not Reportable

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

Settlement Administration Estimate
Camarillo v Lodi Memorial Hospital Assoc
March 2, 2026

Prepared by:
Eric Bishop
EVP
612-968-1752
ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size	1,695	
Initial Mailed Notice:		
Mailed Notice	1,695	100.0%
Forwarded Notices	42	2.5%
Undeliverable Notices	170	10.0%
Re-Mailed Notices after Trace	136	80.0%
Telephone Support:		
Number of Telephone Contacts	170	10.0%
Connect Minutes per Call - CSRs	5.0	
Claimant Communications:		
Correspondence Received	4	0.3%
Payments	1,695	100.0%

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

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is tab delimited text file with field headers, but without text qualifiers. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

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

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

Telephone Support included.

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

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

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

Pricing good for 90 days.

Settlement Administration Estimate
Camarillo v Lodi Memorial Hospital Assoc
March 2, 2026

Prepared by:
Eric Bishop
EVP
612-968-1752
ebishop@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	1.5	Hours @	$ 175	$ 263	$ 263
Additional Efforts to Finalize Settlement Data				*As Incurred*	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				$ 150	
Spanish Translation				NA	
Print and Mail Notice & Check Package	1,695	Packages @	$ 0.55	$ 932	
Postage - 1 Ounce First Class	1,695	Packages @	$ 0.74	$ 1,254	
Check Processing	1,695	Payments @	$ 0.20	$ 339	
Monthly Bank Account Fee	6	Months @	$ 50	$ 300	$ 2,976
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	170	Notices @	$ 0.35	$ 59	
Address Trace	170	Traces @	$ 1.25	$ 212	
Remail Notice & Check Package	178	Notices @	$ 1.00	$ 178	
Remail Postage - 1 Ounce First Class	178	Notices @	$ 0.74	$ 132	$ 581
Telephone Support					
Telephone Support	6	Months @	$ 200	$ 1,200	
800# Charges	848	Minutes @	$ 0.12	$ 102	$ 1,302
Website					
Post Docs on a Page within Rust's Static Website	1	Hours @	$ 125	Waived	
Monthly Hosting	6	Months @	$ -	Waived	$ -
Processing and Administration					
Receipt, Process, and Validate Correspondence	1	Hours @	$ 55	$ 55	
Setup and Monitor Email Account				NA	$ 55
Additional Administrative Services Requested by Client					*As Incurred*
Tax Reporting					
Annual Fee -Qualified Settlement Fund	1	Year @	$ 400	$ 400	$ 400
Project Management					
Senior Vice President	1	Hours @	$ 200	*Waived*	
Project Management	15	Hours @	$ 125	$ 1,875	
Technical Consulting	4	Hours @	$ 195	$ 780	$ 2,655
Other Charges and Out-of-pocket Costs					
					$ 200
Total Settlement Administration Estimate					**$ 8,431**

Prepared by:
Eric Bishop
EVP
612-968-1752
ebishop@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. Services. Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.

2. Term. The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.

3. Charges for Services. Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

4. Payment of Charges. Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.

5. Confidentiality. Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.

6. Standard Banking Procedures. In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.

7. Rights in Data. Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.

8. Document Retention. Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.

9. Limitation of Liability: Disclaimer of Warranty. Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.

10. Termination. The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.

11. Notice. Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

12. Force Majeure. To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

13. Nonwaiver of Rights. No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

14. Jurisdiction. The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

15. Survival. All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality), Section 9 (Limitation of Liability; Disclaimer of Warranty), and Section 14 (Jurisdiction).

16. Entire Agreement. These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 4

Qualifications Summary

This document outlines Rust Consulting's qualifications to serve as the administrator for class action, mass tort, and regulatory settlements, as well as to perform other similar, complex and time-sensitive matters. It includes summary information categorized as follows:

- Firm Overview
- Practice Area Organization
- Personnel
- Services
- Representative Case Experience
- Data and System Security

FIRM OVERVIEW

Rust Consulting, Inc., a SourceHOV company, is a consulting and administration firm that ranks among the industry leaders in the class action field. Rust provides public and private sector clients a full complement of services required to administer legal settlements and other complex or time-sensitive programs. These services include consulting; project management; data management; notification; contact centers and websites; claims processing; and fund management, distribution, and tax reporting.

Rust grew out of the Rust Consulting Group, which was founded in 1976 by Ron Rust as a litigation support firm that pioneered the use of computer technology in litigation support. In 1988, the Group administered its first class action settlement; in 1995, Rust Consulting, Inc. was established as a separate operating entity to focus on legal settlement administration. Since then, Rust has administered more than 4,500 settlements and projects.

Headquartered in Minneapolis, Rust also has offices in Faribault, Minn., Palm Beach Gardens, Fla., Los Angeles, and San Francisco. Our subsidiary Kinsella Media maintains a Washington, D.C., location.

PRACTICE AREA ORGANIZATION

Rust administers programs spanning diverse subject matter. The firm is organized into practice areas relevant to our clients, with our leadership and certain operations and client services personnel focused on specific practice areas, deepening their subject matter expertise and directly relevant experience. Rust's current practice areas are:

- Class actions
  - Antitrust
  - Consumer
  - Finance

625 MARQUETTE AVENUE, SUITE 880 MINNEAPOLIS, MN 55402 T 612.359.2000 F 612.359.2050 RUSTCONSULTING.COM

  - Insurance & Healthcare
  - Labor & Employment
  - Property
  - Securities
- Data breach responses
- Mass tort settlements
- Recalls
- Government services

PERSONNEL

Our permanent staff of approximately 550 includes professionals with backgrounds and disciplines including project management, information technology, finance, law, and operations. This cross-functional, innovative team includes experts in their respective disciplines, such as CPAs, Ph.D.s, attorneys, and PMPs.

Rust's team includes some of the most experienced practitioners in the industry, with much of that experience Rust-specific. Our executive leadership team averages more than 15 years of Rust experience, while our senior vice presidents average nearly 13 years of Rust experience. Our project management staff of approximately 150 has more than 800 years of combined Rust experience.

SERVICES

The Rust team provides high quality administrative services for matters of any size and scope. Specific approaches may vary depending upon the requirements of each individual matter; however, the below services are typical of our engagements.

Preliminary Consulting

Rust consults with clients prior to settlement to help anticipate otherwise identified issues that may arise in the management of complex data sets, providing notice, processing claims, and distributing funds, leading to delays and additional costs.

Project Management

Our project management personnel prepare plans of notice and administration, create or customize project tracking tools and reports, and oversee the creation of project-specific databases designed to house and capture appropriate information for use in claims administration. Throughout the administration process, project management personnel coordinate all activities between the parties, vendors, and internal Rust departments to ensure work is completed accurately and according to any service level agreements,

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internal standards, settlement documents, etc. We provide regular and on-demand reports and statistics to the appropriate parties and raise potential issues requiring their attention, as necessary. Upon completion of each major phase of administration, or as required, we prepare declarations or affidavits attesting to the scope and results of our work.

Data Management

The secure and efficient handling of data underlies all aspects of claims administration; Rust creates and customizes data management processes, databases, applications to meet the unique needs of each settlement or project. Tasks associated with data management throughout administration may include:

- Intaking original client data.
- Normalizing data for cross-platform usability, such as meeting mailing or other outreach requirements.
- Consolidating and deduplicating data from multiple sources.
- Extracting data for standard or customized trace services.
- Extracting data for mailing or other outreach.
- Calculating awards.

Notification

Rust disseminates hundreds of millions of notices annually by mail and email. We also work with our subsidiary Kinsella Media, the leading provider of notice to unidentified audiences and the only firm in the nation with two qualified, court-recognized notice experts, to develop and implement notice plans.

With respect to legal settlements, these notice programs notify class members or other affected individuals of their legal rights and options. With respect to data breach responses, recalls, or remediation, these programs inform affected individuals about the situations and any options those affected individuals may have.

Among our notification-related services are:

- Designing notice programs (through Kinsella Media).
- Drafting plain language materials (through Kinsella Media).
- Designing and proofreading notice materials.
- Locating unidentified individuals and updated addresses.
- Printing and mailing.
- Processing and forwarding undeliverable mail.
- Opining about notice program adequacy (through Kinsella Media).

Contact Centers

Rust supports the programs we administer through an assortment of contact center services including call centers, websites, and email support up to 24/7 and for class members and other affected individuals worldwide.

Our call center services include inbound and outbound calls in our own domestic, in-house call centers. These call centers are located in our two Minnesota locations, typically contain approximately 800 workstations, and are readily expandable to meet the needs of specific programs. In 2013, our call centers supported several large programs by simultaneously staffing well over 1,000 customer service representatives (CSRs).

To provide high levels of service on complex matters to class members and our clients' customers, Rust maintains a staff of approximately 100 permanent call center employees as a core group of managerial, supervisory, and customer service resources. As required, we engage additional call center staff. All CSRs—permanent or temporary—undergo background checks and training on Rust's policies and technology, customer service fundamentals, and project-specific information. Typical engagements include English- and Spanish-speaking CSRs, while we provide support in additional languages, as required. In one case, Rust CSRs took live inbound calls in 10 languages.

In lieu of or in conjunction with live customer service, Rust builds and maintains automated Interactive Voice Response (IVR) systems. These systems provide 24/7 service to toll-free numbers and include menus of prerecorded options such as program overviews, frequently asked questions and answers, and options for requesting forms or filing claims. Rust's IVR systems regularly support English- and Spanish-language speakers and can be programmed to support other languages, as required. In one case, Rust managed IVR support including translations of information pre-recorded by native speakers in 67 languages.

Claims Processing

Rust develops or executes claims processing or adjudication programs as required by the diverse terms of our engagements. We use several proprietary software applications and tested, streamlined processes to provide the most appropriate solutions for each engagement's needs, whether for paper or online claims. Our systems automate the claims administration process:

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- Receipt.
- Link to class member database record.
- Data capture.
- Review of supporting documentation.
- Initial adjudication.
- Deficiency processing.
- Final adjudication.
- Rejection letters.
- Reporting / affidavits.

To meet the needs of each engagement, our systems can be configured to give clients or authorized parties secure online access to claimant data and reporting, or to class members to facilitate online claims filing.

Fund Management, Distribution, and Tax Reporting

Rust annually distributes billions of dollars associated with settlements and similar programs.

- Quality assurance - Positive pay
- Various fraud detection / prevention measures

Tax reporting

- Simultaneously manages more than 500 distribution and interest-bearing accounts containing billions of dollars.
- Tax identification numbers (federal and state).
- Qualified Settlement Fund (QSF) determination.
- Claimant award taxability and reporting.
- W-9 review.
- Quarterly 1120-SF tax deposits.
- Annual 1120-SF tax returns (600+ annually).
- IRS & State 1099 & 1042-S reporting and transmission.
- Backup withholding deposits and 945 annual reporting.
- Employment payroll taxes: 941, 940, SUTA, SIT, and local income taxes.

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REPRESENTATIVE CASE EXPERIENCE

Having administered more than 4,500 projects, a complete listing of our experience is voluminous. However, the below table demonstrates the scope of our experience and capacity.

Note: All numbers are rounded

Notices	Case
31 million	*In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation*, No. 2:08-md-01999 (E.D. Wis.).
24 million	*Microsoft I-V Cases,* J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco County).
15.7 million	*Blessing v. Sirius XM Radio,* No. 09-cv-10035 (S.D.N.Y.).
13 million	*In re Checking Account Overdraft Litigation*, No. 1:09-MD-02036 (S.D. Fla.) (Bank of America settlement).
12.5 million	*Fogel v. Farmers Group, Inc.*No. BC300142 (Cal. Super. Ct. Los Angeles County).

Distributed	Case
$3.6 billion	Independent Foreclosure Review
$1.5 billion	National Mortgage Settlement
$800 million	*Naef v. Masonite Corp.*, No. CV 944033 (Ala. Cir. Ct. Mobile County).
$515 million	*In re Countrywide Financial Corp. Securities Litigation*, No. CV-07-05295 (C.D. Cal.).
$432 million	In re Merrill Lynch & Co. Inc. Securities, Derivative and ERISA Litigation, No. 07-cv-9633 (S.D.N.Y.).

Claims	Case
3.4 million	*In re Compact Disc Minimum Advertised Price Antitrust Litigation*, MDL No. 1361 (D. Me.).
3.2 million	*In re American International Group, Inc. Securities Litigation,* No. 04-cv-8141 (S.D.N.Y.) (Company, PwC, Starr, and Gen Re settlements).
1.2 million	*LiPuma v. American Express Co.,* No. 04-cv-20314 (S.D. Fla.).
1.1 million	*Fogel v. Farmers Group, Inc.,* No. BC300142 (Cal. Super. Ct. Los Angeles County).
1.1 million	*In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation*, No. 2:08-MD-01999 (E.D. Wisc.).

Calls	Case
2.5 million	Independent Foreclosure Review
1.5 million	*Dyson v. Flagstar Corp.,* No. DKC93-1503 (D. Md.).
1.3 million	National Mortgage Settlement
1 million	*In re Metropolitan Life Insurance Co. Sales Practice Litigation,* MDL 1091 (W.D. Penn.).
1 million	*Naef v. Masonite Corp.*, No. CV 94-4033 (Ala. Cir. Ct. Mobile County).

DATA AND SYSTEM SECURITY

The secure handling of data, systems, and applications is of utmost importance to Rust and its clients. As such, Rust actively mitigates potential threats by adhering to a complex set of best practices, including documented and audited processes and a business continuity plan to ensure uninterrupted, secure service. As part of this "unified compliance posture," Rust:

- Has received a system Certification & Accreditation under the Federal Information Security Management Act ("FISMA"). The framework for FISMA compliance is driven by the National Institute of Standards and Technology ("NIST"), which provides a unified security framework spanning three major security control classes (technical, operational, and management) and 18 control areas with more than 250 security controls.
- Complies with and adheres to Safe Harbor Principles, which cover notice and choice, disclosures and transfers, data security, data integrity, access to and removal of personal information, and enforcement and dispute resolution.
- Undergoes an annual SSAE16 SOC 1 Type II Report audit of our data and system security controls and protocols.
- Complies with applicable laws, such as the Gramm-Leach-Bliley Act (GLBA), also known as the Financial Modernization Act of 1999, which controls how financial institutions deal with individuals' private information.
- Has implemented controls to prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use and confidentiality of information, either for its own purposes or on behalf of our clients.
- Has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we process.
- Processes personal information only in ways compatible with the purpose for which it was collected or subsequently authorized to do.

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