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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LINDA BURKE and LINDA GIUSTI-MANGIAMELI, individually, and on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

CITIMORTGAGE, INC., and  
CITIGROUP INC.,

Defendants.

Case No. CV 06-7550 ABC (PJWx)

**DECLARATION OF AMANDA J. MYETTE IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Amanda J. Myette, have been fully sworn according to law, depose and say as follows:

1. I am a Project Manager for Rust Consulting, Inc. ("Rust Consulting"). My business address is 625 Marquette Avenue, Suite 880, Minneapolis, Minnesota 55402-2469. My telephone number is 612-359-2022. I am over twenty-one years of age and authorized to make this declaration on behalf of Rust Consulting and myself.

2. Rust Consulting has extensive experience in class action matters, having provided services in class action lawsuits affecting millions of Class Members in cases involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability,

1 insurance and consumer issues. We have provided notification and/or claims  
2 administration services for more than 1,000 class action cases. Of these, more than  
3 300 were Labor & Employment cases.

4 3. Rust Consulting was engaged by Counsel for the Class Representative  
5 (“Plaintiff”) and Counsel for CITMORTGAGE, INC. and CITIGROUP, INC.  
6 (“Citi”) (collectively the “Parties”), to provide settlement administration services in  
7 the *Burke and Giusti-Mangiameli v. CitiMortgage, Inc.*, Settlement (“Settlement”).  
8 Duties included: a) verifying and updating if necessary the address of each class  
9 member; b) printing and mailing of *Notice of Class Action and Pending Settlement*,  
10 *Settlement Claim Certification Form and Consent to Join Settlement Form* (“Class  
11 Notice”); c) receipt of undeliverable Class Notices; d) performing standard current  
12 address “skip traces” for all Class Notices returned in an envelope marked “Return  
13 to Sender”; e) re-mailing Class Notices; f) mailing reminder postcards to Class  
14 Members; g) receipt and validation of *Claim Forms* and requests for exclusion; h)  
15 calculation of claim payments, and will also include distribution of funds and tax-  
16 reporting following final approval; i) mailing of settlement checks and; j) answering  
17 questions from class members.

18 4. Rust Consulting obtained a Post Office box (under the name of  
19 CitiMortgage Claims Administrator, P.O. Box 760, Minneapolis, MN 55440-760),  
20 for receiving *Settlement Claim Certification Forms* (“*Claim Forms*”), *Consent to*  
21 *Join Settlement Forms* (“*Consent Forms*”) and requests for exclusions, dispute  
22 requests and undeliverable Class Notices. Rust Consulting also obtained a toll free  
23 fax line for receiving *Claim Forms*, *Consent Forms* and requests for exclusions.  
24 The toll free fax line included in the Notice was 1-866-903-0639.

25 5. A toll-free telephone number was included in the Notice for the  
26 purpose of allowing the Class Members to call Rust Consulting and to make  
27 inquiries regarding the Settlement. The toll-free telephone number included in the  
28 Notice was 1-866-403-0682.

1           6.     On or about May 28, 2008, Rust Consulting received text for the Class  
2 Notice prepared by the counsel for the Parties and forwarded by counsel for the  
3 Plaintiffs. A draft of the Class Notice was prepared by Rust Consulting and  
4 approved by the Parties. The final court-approved Class Notice is attached hereto  
5 as **Exhibit "A"**. The Class Notice advised Class Members they could submit a  
6 letter of exclusion post-marked on or before August 11, 2008, or a *Claim Form* and  
7 *Consent Form* post-marked on or before August 11, 2008. Also mailed to the Class  
8 with the Class Notice were the *Claim Form* attached hereto as **Exhibit "B"** and the  
9 *Consent Form* attached hereto as **Exhibit "C"**.

10           7.     On or about May 29, 2008, Counsel for Citi provided Rust Consulting  
11 with a secure mailing list ("Class List") containing Class Member name, last known  
12 address, Social Security number and for each class member their respective work  
13 months during the Class period. The Class List contained data for 895 Class  
14 Members.

15           8.     Rust Consulting processed and updated the mailing addresses  
16 contained in the Class List utilizing the National Change of Address Database  
17 ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested  
18 changes of address filed with the U.S. Postal Service. In the event that any  
19 individual had filed a U.S. Postal Service change of address request, the address  
20 listed with the NCOA would be utilized in connection with the mailing of the  
21 Notices.

22           9.     On June 12, 2008, Rust Consulting mailed Class Notices to 895  
23 potential Class Members contained in the Class List via First Class mail.

24           10.    As of this date, five Class Notices were returned by the post office  
25 with a forwarding address attached and were promptly mailed via the US Postal  
26 Service.

27           11.    102 Class Notices were returned as undeliverable with no forwarding  
28 address. Rust Consulting promptly performed address traces on all undeliverable

1 Class Notices not returned with a forwarding address. The address trace utilized  
2 the Class Member's name, previous address and Social Security number for  
3 locating a current address. Of the traces performed, Rust Consulting obtained 98  
4 updated addresses and promptly remailed Class Notices to those Class Members via  
5 First Class mail. As of this date, only four Class Notices were returned for which  
6 Rust Consulting was not able to locate forwarding information.

7 12. On July 16, 2008, Rust Consulting mailed a reminder postcard to the  
8 795 Class Members who had not responded to the initial mailing. A copy of the  
9 reminder postcard is attached hereto as **Exhibit "D"**.

10 13. Rust Consulting is responsible for receipt of all *Claim Forms* and  
11 *Consent Forms* for the Settlement. As of this date, Rust Consulting has received a  
12 total of 331 sets of forms, which the Parties agree qualify for payment.

13 14. Rust Consulting is responsible for receipt of all requests for exclusion  
14 for the Settlement. As of this date, Rust Consulting has received a total of zero  
15 requests for exclusions.

16 15. As of this date, Rust Consulting has received no objections to the  
17 settlement.

18 16. The most current status report is attached hereto as **Exhibit "E"**.

19 17. As of this date, 128 of the 331 Class members "disputed" the work  
20 months printed on their respective Claim Forms. The Parties and Rust Consulting  
21 reviewed these 128 disputes and determined that none had merit. None included  
22 documentation sufficient to support a claim that the Class Member's total months  
23 worked in the relevant position exceeded the number of work months in Citi's  
24 records and printed on the *Claim Form*.

25 18. The total work months claimed by the Participating Class Members is  
26 5,738. This equals 45.83% of the total work months of all Class Members. In  
27 addition, Class Members have claimed 45.83% of the net settlement.

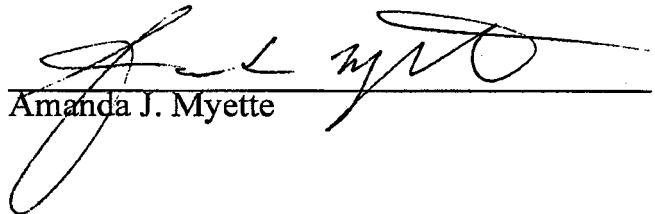
28 19. The net settlement to be paid to the Class is \$6,134,374.60. This

1 amount was determined by subtracting the attorneys' fees and costs (\$2,100,000.00  
2 and \$25,000.00), class representative awards (\$50,000.00), the maximum amount  
3 estimated for Rust Consulting fees (\$36,625.40) and a payment to the California  
4 Labor and Workforce Development Agency (\$54,000.00) from the settlement  
5 amount of \$8,400,000.00.

6 20. Rust Consulting has calculated that the monthly rate to pay claimants  
7 is \$490.01 per month. The average award is \$8,494.49, and the highest award is  
8 \$34,300.70. The total payment amount is \$2,811,677.88.

9 21. Rust Consulting has incurred \$24,050.54 through the present and  
10 estimates it will incur a total of \$36,625.40 in costs associated with the  
11 administration of the Settlement and completion of its duties under the settlement.  
12 The current invoice is attached hereto as **Exhibit "F"**.

13 22. I declare, under penalty of perjury, under the laws of the United States  
14 of America, that the foregoing is true and correct to the best of my knowledge.  
15 Executed this the 26th day of September 2008, in Minneapolis, Minnesota.

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19 Amanda J. Myette  
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