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Attorneys for Plaintiff MICHAEL HILLSTROM

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NAPA

MICHAEL HILLSTROM, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

CONSTELLATION BRANDS, INC., a
Delaware Corporation; TPWC, INC., a
Delaware Corporation; ROBERT MONDAVI
WINERY, a California Corporation;
CONSTELLATION BRANDS U.S.
OPERATIONS, INC., a New York
Corporation; FRANCISCAN VINEYARDS,
INC., a Delaware Corporation;
CONSTELLATION WINES U.S., INC., a
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 22CV000006

**DECLARATION OF BRYN BRIDLEY
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 30, 2023

Time: 8:30 a.m.

Judge: Hon. Cynthia P. Smith

Dept.: A

1 I, BRYN BRIDLEY, declare as follows:

2 1. I am the Director of Project Management for Atticus Administration, LLC
3 (“Atticus”). My business address is 1250 Northland Drive, Suite 240, Mendota Heights,
4 Minnesota, 55120. My telephone number is (612) 383-2505. I am over 18 years of age and am
5 authorized to make this declaration on behalf of Atticus and myself.

6 2. Atticus was founded by a group of experienced legal, financial, and digital
7 marketing professionals in 2016 to provide innovative and cost-effective notice campaigns
8 and claims administration services to the legal sector. I have been employed by Atticus since
9 2018. I have more than 15 years of industry experience and my previous tenures include
10 project management roles at Dahl Administration, LLC and Rust Consulting, Inc., two
11 nationally recognized claims administration companies. Prior to founding Atticus, CEO
12 Christopher Longley served as President of Dahl Administration, LLC where he oversaw
13 more than three hundred settlements, including high profile cases including In Re Motor Fuel
14 (Hot Fuel) and the Target Data Breach.

15 3. Atticus provides services in class action settlements involving, inter alia,
16 antitrust, consumer fraud, financial services, data breaches, ADA, employment wage and
17 hour, and FLSA collective actions. Atticus’ core competencies include pre-certification
18 mailings, CAFA notice dissemination, claims administration including claim form processing,
19 validation, and anti-fraud detection, data preparations and management, accounting services,
20 award calculations, tax reporting, escrow services, and funds management and distribution.

21 4. Since its inception, Atticus has provided administration services in nearly 900
22 class action settlements and has disbursed approximately \$985,000,000. Among the founders
23 and team members of Atticus, the staff have over 50 years of settlement administrative
24 experience, and collectively have administered over 3,000 settlements and disbursed over
25 \$2,000,000,000 in settlement funds. A partial list of cases and references is attached hereto as
26 Exhibit A.

27 5. The legal practitioners or parties involved in the above titled action do not
28 possess any form of ownership stake or affiliation with Atticus Administration, LLC.

NOTICE PROCESS AND PROCEDURES

6. It is Atticus' understanding that the settlement class in this matter includes approximately 756 putative class members who will be mailed notice of the proposed settlement in English and Spanish. In accordance with the terms of the Settlement Agreement, Atticus will send the notice by U.S. first class mail to all potential class members at their last known addresses, as provided in the class list. Prior to mailing the notice, Atticus will process the data through the National Change of Address maintained by the United States Postal Service ("USPS"). This process provides address updates for anyone on the list who has filed a change of address card with the USPS in the past four years. If an updated address is obtained, that address will be treated as the last known address for notice dissemination.

7. The mailed notices will include a return post office box address maintained by Atticus and Atticus will process, skip trace and remail notices to any new addresses obtained. Subsequently, undeliverable notices that include forwarding address information will be updated and remailed as received. Atticus utilizes a professional service for address tracing to assist with finding a more current address for putative class members whose notices are returned as undeliverable. Other location methods, including outreach by means than mail, identity intelligence platform research, and in some instances, private investigations.

8. Atticus will also establish a settlement website where the notice will be available for review, download, and print in English and Spanish. The website will also provide general information about the settlement, answers to frequently asked settlement questions, important dates, contact information and access to relevant settlement documents filed with the Court. The contact information will include an email address and a toll-free telephone number maintained by Atticus where putative class members can direct their settlement questions. The mailed notice will include the website URL, email address and telephone number.

9. The administration fees for Atticus' management of this settlement amount to \$12,700, as specified in Exhibit B. This document presents a comprehensive plan detailing the specific administration services that will be provided.

1 I declare under penalty of perjury under the laws of the State of California and
2 the United States that the forgoing is true and correct to the best of my knowledge. This
3 declaration was executed on this the 4th day of October 2023.

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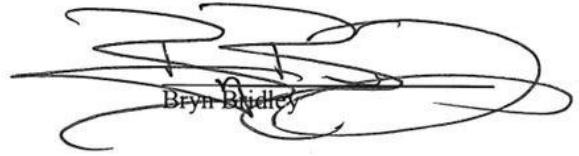
A handwritten signature in black ink, appearing to read "Bryn Bradley", is written over a faint, circular, light-gray watermark or stamp. The signature is fluid and cursive.

EXHIBIT A

Founded in August 2016, Atticus has administered nearly 900 settlements and has distributed more than \$985 million in award payments. Collectively, the Atticus team has over 50 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$2 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

Partial Listing of Atticus' Current Cases and References

Shahno v Pendry	
AAFCU GAP Interest Settlement	2020CV32226
Abdul-Ahad v Associated Courier, Inc (Street Fleet)	0:20-CV-00607-PJS-HB
Abrams v Savannah College of Art & Design (SCAD)	
Acevedo v Southwest Airlines	1:16-cv-00024-MV-LF
Ahmed v Beverley Hills Rehabilitation Services	
Alvechurch v Suburban [PAGA]	
Ali v Sutter Valley Medical Foundation	34-2017-00217486
Allard v Med Impact	
Allianz Life Ins Co Class Cert	27-CV-17-15118
Altamirano-Santiago v Better Produce Cert	Civil Action 2:19-cv-3964
Altamirano-Santiago v Better Produce	2:19-CV-3964-DDP
Alvarez v AutoZone	CIVDS1416344
Amaya v Eagle Tech Manufacturing	17CV02862
Amaya v Eagle Tech Manufacturing Cert	17cv02862
AMEX Data Breach	
Amezcuca Peregrina v SEAM Group	1:20-cv-01032-SO
Anderson v The Cellular Connection	2021-CA-007204-AXX
Andrade v Caltech	VCU 266410
Andrade v ESMI	CIVD82023816
Andrews v Prestige Care, Inc.	2:18-CV-00378-JAM-KJN
Arnold v Edwin Trucking	20TRCV00191
Arrieta v Genentech	21-CV-05353
Ashe v Farmers Insurance Group	18STCV00453

Astorga v Bosman Dairy	VCU238439-Class VCU243327
Athan v US Steel Corporation	Consolidated
Atlanta Hawks FACTA	2:17-cv-14220
Avilez v Full Steam Staffing	2017CV288354
Ayala et al v Olson Brothers Ranchers	
Baca v Two Jinn	37-2020-00000922-CU-OE-CTL
Baldwin v RHP Properties	1881-CV-849
Barragan v Natrol	56-2022-00567731-CU-OE-VTA
Bassett v Vons	RG20082630
Baudette v McDonough-Dept of VA	
Baylog v Hash Flare	2:18-CV-03043-DDP-PLA
Beamon v Event Merchandising Inc	BC683325
Bean v Lewis Boats	1811-CC01173
Beato v Elite Rooter PAGA	21stcv16493
Baudette v McDonough (VA Caregiver Program)	CAVC-20-4961
Begley v JK Enterprise (Cabaret II)	3:21-cv-01031-yy
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc	7:19-cv-55-HL
Bell v MCSC	17-003861-CZ
Benefield v Springco Metal Coatings	1:17-cv-00918-DCN
Bennett v Alorica INC	30-2018-00997257-CU-OE-CXC
Bennett v Dart	
Benton v NorCal In Alliance	
Bernier v AT&F	1:21-cv-1302
Berthiaume v Allianz Life	27-CV-17-15118
Best v Twin Inc	ESX-L-8062-16
Bethmann v Roberts (St. Charles County Coop)	1711-CC01263
BF-Biscomerica-0814	
Bice v Vensure HR	STK-CV-UOE-2016-1264
Big Saver Foods FACTA	BC636343
Bilberry v Hardy Window Co BW	30-2019-01065525-CU-OE-CXC
Bilberry v Hardy Window Co.	30-2019-01065525-CU-OE-CXC
Birbower v Quorn Foods	2:16-cv-01326-DMG
Biscardi v GEICO 216b Notice	GJH-21-2240
Blackburn v APTIM	1:18-cv-00545
Blofstein v Michael's Family Restaurant	NO. 2:17-cv-05578-RBS
BMC West case	
Boehm v BMW	2:17-cv-2827



Bolanos v FSC Corporation	BC722758
Bonham, et al. v Club Champion LLC	50-2021-CA-008650-XXXX-MB
Booting Settlement	
Bowdle v Kings Seafood	8:21-cv-01784-CJC-JDE
Bowlay-Williams v Google LLC	4:21-cv-09942-FJH
Bowley v Google LLC	
Branning v Romeo Pizza	1:19-cv-2092
Bravo v Small Progress Co & Riverview Farms	19CV003943
Breese v NaturChem Distribution	
Briggs v TASC	
Briceno v. Acqua E Farina Ristorante, LLC	RG19045636
Bruce v Del Monte	
Burger v DIRECTV	20-2-06558-2
Burnett v Professional Credit Mgmt (PCM)	21OZ-CC00192
Burns v Chesapeake	15CV01016-RP
Burton v MOGA	SCV-265985
Busby v Flowers Foods	
Bustos v. Tropicale Foods, Inc.	CIVDS1915805
C.S. v DaVita Dialysis	2122-cc0494
Caddick v Tasty Baking	2:19-cv-02106-JDW
Caddick-Bertino v Flowers	
Cain v Fairfield Health Care PAGA	FCS056452
CAJ - PAGA case	
Calhoun v West Road Pizza Stop	5:20-cv-12661
Callier v Outokumpu Stainless USA	21-cv-521-JB-N
Camacho v Southwest Harvesting	
Cannon v Huntington Hospital	19STCV14554
Cantonwine v Mahos	
Carloss v After-School All Stars LA	20STCV03869
Carr v Flowers Foods, Inc	2:15-cv-06391-WB
Carrillo v Mabry Management	BC667019
Carroll v CCSF BW	CGC-17-562580
Carroll v CCSF Cert	CGC-17-562580
Carter v Bed Bath & Beyond	L-06178-16
Carter v City of Ferguson	14SL-CC04195
Carter v City of Ferguson Cert	14SL-CC04195
Carter v State of Michigan Dept of State Police (MSP)	15-015901-CZ
Cash & Henryhand v Smart Professionals	JCCP4871



Castro v Caterpillar	LC105350
Caudle v Sprint	3:17-cv-06874-WHA
Centeno v DeVon's Jewelry	STK-CV-UOE-2020-8297
Cervantes v TDT Consulting	3:18-CV-02547-S
Chavez v Smart72	17CVP-0176
Chavez v Stellar Management Group VII, LLC	3:19CV01353JCS and SCV264110
Choukalas v Cuyahoga County	1:18-cv-00588-JG
Christian v Mad Anthonys	22-2-03132-8 SEA
Chung v Alliance One	
Ciaz v ND Travel Nurses	
Cibulka v St. Louis County, MO	17SL-CC04021
Citywide v Gruma Corporation	CV19-04724 DSF
Clark v Heavy Restaurant Group	22-2-01864-0-SEA
Clay v Dart (Cook County Division 6 Cert)	1:19-cv-02412
Cole v Orange County	8:18-CV-1020-DOC-(KESx)
Cole v Orange County Cert	8:18-cv-01020-DOC-KES
Coley v Eskaton	34-2014-00171851
Colina v Goya Foods	ESX-L-8192-21
Collins v Dunbar	
Collins v Golden Gate Bell	
Comofort v Fernandez Brothers	5:17-cv-01863-EJD
Cook v Window Nation	
Corcoran v Herringbone Tavern	CGC-18-570576
Corner v Gregory & Co	
Coronado v Flowers Foods	16-350 JCH/KK
Cosio v IPAA	CC-16-551337
Cosio v IPAA Cert	CGC-16-551337
CostCo v Henryhand	
Cottonwood Financial Ltd dba Cash Store	File No. 2020-BCFP-0001
Covarrubias v The Martin Brower Co	19STCV26101
Cowley v Prudential 216(b)	2:21-cv-12226-SJM-DRG
Coyle v Flowers Foods	
Coyle v Mosaic	19STCV30088
Craw & Shurtleff v Hometown	18-12149-LTS
Crema v New Jersey National Golf Club	SOM-L-1433-17
Crites v Smokey Point	CASE NO. 18-2-19921-2 SEA
Cuevas v Little Caesars Ad Campaign	20CV373147
Culberson v Motion Auto Plaza	2011-CC00118
Daniels v Top Dot Mortgage	08 CV 4736



Danley v City of Mission KS	Case No. 17CV05514
Danshir v GNY	
Dart v Sheriff of Cook County	
Davis v Omnisure	CAM-L-3742-15
Davis v. City of Normandy	4:18CV01514RLW
Day v GEICO Casualty (cert notice)	
De Carolis v Broadcom	21CV384293
De La Rosa v Coca Cola	17CV000787
De Luna v Pacific Rim Dairy	14C0070
Deak v In-N-Out Burgers	30-2019-01060706-CU-OE-CXC
DE Benning v Costco	34-2021-00309030
Deltoro v City Select	BUR-L-709-19
Demings v. Summit NW	19-2-09345-5 KNT
Diaz v Azcona Harvesting	M127608
Dillard v Fidelity National Financial Inc.	MSC18-00394
Doe v Barnstormers Basketball of Iowa	3:20-CV-0005
Domenech v National Water Main Cleaning Company	2:18-cv-08202 SDW-LDW
Dominguez v LifeSaver	
Donofrio v Auto Owners Ins. Co.	3:19-cv-58-WHR
Doty v Watkins & Shepard Trucking	3:19-cv-05236-JHC
Douillard v Sprint	8942
Dun & Bradstreet (Group 2-No Settlement)	1:18-cv-00725-LY
Edlin v Boot Man Inc (dba Premier Parking)	18EV004241
Edwards v Costco	5:21-cv-00716-MWF-KK
Edwards v PJ Ops, Idaho et al.	1:17-cv-0283
EEOC v Activision Blizzard	2:21-CV-07682 DSF-JEM
EEOC v AMTCR	2:21-cv-01808-JAD (NJK)
EEOC v Hathaway	
EEOC v Prestige Care	1:17 CV 01299-AWI-SAB
Ellsworth v Schneider National Carriers	CIVDS2012486
Eldridge v LADMC (3x distributions)	
Embry v Big Earls Goldmine	4:19-CV-00305
EMJ-UAW Local 2096	
Empire Parking Settlement	
Escalera v La Tapatia Mexican Market	STK-CV-UOE-2017-5296
Escobar v 509 Time	20-2-14618-8knt
Espinoza v Alicia Accoyo	
Event Merchandising Settlement	



Exact Staffing Settlement	
Fastenal FACTA	BC717323
Ferguson v G3 Enterprise Services	
Fernando v Burroughs	RG18906875
Findley v Avenue5 Residential [PAGA]	
Fisher v Behavioral Health Services	BC613297
Fish's Eddy FACTA	1:16-cv-00354-PGG
Fitzgerald v Forest River	3:20-CV-01004-DRL-MGG
Flowers Foods Global Settlement	1:19-cv-01021-STA-egb
Flowers Texas Settlement	
FMI case	
Foster v Advantage	3:18-cv-07205-LB
Foster v A-Para Transit Corp	RG18920985
Furtado Matter	
Garcia - PAGA	
Garcia v Moctezuma's	
Garcia v RCCB	19STCV36155
Garcia v Toro Petroleum Corp	21CV000871
Gateley v Roman Freight	19-2-04498-5 KNT
Gaytan-Mendoza v Taylor Orchards	18-2-00482-3
Gelson's Markets Project	BC670061
George v Schulte Hospitality	2018-CH-04413
Gil v Luxottica	19STCV32413
Gilstrap v Sushanti 216b Cert	1:22-cv-434
Go Jump [PAGA]	
Goh v NCR FCRA	AAA No. 01-15-0004-0067
Gomez-Gasca v Future Ag	19-CV-2359-YGR
Gonzales v Healthcare Services Group	CGC-18-570988
Gonzalez v New Century Financial Services Inc	ESX-L-007675-17
Gonzalez v Xtreme Manufacturing	
Good Health Natural Products	BC561427 and BC588986
Gotishan v Kyo Autism Therapy	
Gould v BCT, Inc	19-2-00706-36
Gould v Farmers Insurance Exchange	1922-CC11065
Gray 2 v HCI Group	18-7440 (KFP)
Gruma Foods Settlement	19STCV10106
Gudia v Adams	



Guidry v Dow Chemical Company	
Guidry v Dow Chemical Company Cert	2:19-CV-12233-MLCF-KWR
Guillen v AAA Limo	
Gutierrez v Zero Motorcycles	19CV03725
Hadley v Sugarmill Distillery	2020L13
Hanna v Marriott	3:18-cv-00325
Hanz v. SWBT	None: Arbitration
Harding & Moore v Wakefield & Assoc	18SL-AC26348-01
Harris v Diamond Dolls	3:19-cv-00598-R CJ-CBC
Harris v General Motors Corp	
Harris v Georgia Pacific	6:19-cv-06001-RTD
Harris v Wakefield	1722-cc11907
Hathaway - EEOC Distribution	2:20-cv-06741-MCS-PVC
Hawkins v Middle Tennessee Pizza	
Hendrix v. Knight Transport	19-2-03468-8 KNT
Hernandez v Central Valley Community Bank	278857
Hernandez v City of Houston	Civil Action No: 4:16-cv-03577
Hernandez v Double Lucky	18CV001441
Hernandez v NY4 Pretzel	712045/18
Hernandez v So Mo Co Labor Supply, Inc.	M129230
Hodges v 77 Grandville	1:19-cv-00081
Holtegaard v Sierra Aluminum (PAGA)	5:20-CV-00509-JGB (KKx)
Hood v Hen Quarter Cert	2:22-cv-00486
Hope v Alorica	3:20-cv-00267
Hudson v Valley Hope Association	1916-CV24811
Huffman v Pacific Gateway Concessions LLC	19CIV00412
Hurlocker v APTIM	3:21-cv-00403-EMD
Huynh v Parker -Hannfin Corporation	
Ibanez v OC Burger Boys	BC662360
Illinois v Mino Automation	2022CH08271
In re Galileo Learning	20-40857 (RLE) AND 20-40858 (RLE)
In Re Managed Care Solutions Healthcare IP-CommuniCare-469	
Isley v BMW	2:19-cv-12680
Jacques v Mike's Mobile	
Jadan v Costco	19CV340438
Janjua v Pilot Travel Centers	
James Blancher v KRG JCS	RG18916321
Jeffries v Volume Services America FACTA	17-1788 (CKK)



Jensen v Blue Shield of CA	CGC-17557801
Jewell v New Legend, Inc.	19-2-06146-0
Jalil v Diesel Services	
Jimenez v Environmental Service Partners	CGC 195766544
Jimenez v ESP	CGC-19-576544
Jimenez v San Cristobal Distributing	56-2020-00545162-CU-OE-VTA
Jimenez v San Cristobal Distributing BW	56-2020-00545162-CU-OE-VTA
Jimenez v San Cristobal Distributing Cert	56-2020-00545162-CU-OE-VTA
Jimenez v The Growers Company	17CV000875
JKM Trading Settlement	
Johnson v AFAC	56-2013-00469494-CUBT-VTA
Johnson v Oxnard Automotive Exchange	
Johnson v Thomson Reuters	
Johnson v Transport Corp of America	0:21-cv-01003-DWF-JFD
Johnson v Volt Management	19STCV16466
Jozwiak v Cuyahoga County	1:17-CV-1238
	30-2020-01132859-CU-OE-CXC & 30-
	2018-01015988-CU-OE-CXC
Juarez v ISL	
Juarez v Laguna Farms	
Kane v Sheriff of Cook County	
Kapustka v Cardinal Motors SLO	
Katie A v Diana Bonta	LA CV02-05662-JAK-FFMx
Kendall v CubeSmart	3:15-cv-6098(BRM)(LHG)
Keyhanzad v Ryan Cars PAGA	
Kholbekov v American Chore Services	
Kirtley v Startek	1:22-CV-00258-RMR-NRN
Krasnov v PULS Technologies PAGA	CGC-18-570330
Kurzel v Suncoast Credit Union	
Kuck v Planet	2:17-cv-04769-ADS-GRB
Labidou v Fleet Lease Network	HUD-L-005191-15
Lama v Mercury Insurance	
LaRoda v PearlParadise.com, Inc.	19STCV32976
Layes v RHP Properties et. al	1581-CV-02722-C
Lazy Boy Furniture Galleries Settlement	
Leach v The Claremont Colleges	BC686451
Lee v Del Monaco	
Lee v Porcelanosa New York Inc	BER-L-6511-17
Lee v Stoneledge	RG18927149
Lemus v JKM Trading Company	56-2017-00498637-CU-OE-VTA



LeRoy Browne matter	
Levine Hat v Innate Intelligence	
Levy-Vinick Wage & Hour Case	
Liotta v Secure Parking Enforcement	22EV000598
Liu v QNAP (curative notice project)	19PSCV00668
Liu v QNAP Cert	19PSCV00668
Lo v Cyberpower	
Loness v US Legal Services	
Lopez v Adidas	
Lopez v George Amaral Ranches	18CV000082
Lopez v George Amaral Ranches BW	18CV000082
Lucyk v Materion	
LWDA v UTC Restaurant Venture LLC	37-2019-00057474-CU-OE-CTL
LWDA ex rel Frye v Jyve Corporation	CGC-20-582236
Lyons v Green & Green	3:18-cv-11143-TJB
Macdonald v CashCall, Inc	2:16-CV-02781-MCA-ESK
Magana v. Worldwide Recovery Systems	20STCV05202
Magana-Munoz v Rancho Nuevo Harvesting	
Magana-Munoz v West Coast Berry Farm	5:20-cv-02087-EJD
Maierhofer v Blitt & Gaines PC	17SL-CC04297
Maldonado v Dayton Superior Corp	RIC 1615240
Maldonado v GEO Group	
Maldonado v Total Staffing	2017CH01786
Manni v La-Z-Boy	34-2017-002253592
Maricruz Ladino v. Drew Massa Transportation, LLC	18CV001488
Marquez v D 'Arrigo Bros	M130455
Marquez v Jack in the Box Inc	Case No. BCV-17-101998
Marquez v Tanimura & Antle	
Marroquin v Premium Packaging	
Marshall v Coca-Cola Consolidated	
Martin v TMCC	2:20-cv-10518-JVS-MRW
Martin v TMCC BW	2:20-CV-10518-JVS-MRW
Martin v Wakefield	19SL-AC12801
Martinez v Costco	19-CV-05624-EMC
Martinez v Double L Cattle Co	
Martinez v Double L Cattle Co BW	284357
Martinez v Evans Fruit Co	18-2-01662-39
Martinez v Expression in Wood	21STCV00169



Martinez v Knight Transportation	
Martinez v Providence Farms	
Maasrani v Waterman	
Martinez v Double L Cattle Company	
Martinez v Expressions in Wood [PAGA]	
Matisse v Dun & Bradstreet (Group 1 - Settlement)	1:18-cv-00725-LY
Matthews v Red Hill Country Club	
Mattice v Benchmark Conf Resorts	19CV03102
Mawby v Milo's Kitchen	1616-CV03384
McClurg v People Ready (3 scenarios)	
McCroskey v Tate & Lyle	1:21-CV-00634
McCurley V Derst Bakeries	5:15-cv-00194-JMC
McGlenn v Sprint	
McGrothers v GT Pizza	2:20-cv-4050
McGrothers v GT Pizza (like a PAGA)	
McManus v Gerald O Dry	22CVS001776
McNeil v CPS (Giles County)	1:18-cv-00033
MedPro Healthcare Staffing v Clunis	CACE-20-010694
Medrano v Flowers Foods	No. 16-CV-00350 (D.N.M)
Medwid v ASAP Holding Co	37-2016-00010176-CU-BT-NC
Meier's v Prosperity	
Mejia & Devaney v Coast to Coast Comm LLC (Sonic)	CIVSB2105311
Mendez v A-Line Messenger Service BW	CIVDS1923624
Mendez v A-Line Messenger Service Cert	CIVDS1923624
Meyers v bebe Stores	
Meyers v Mathias Brothers	
Miles v Kirkland Stores, Inc.	5:18-cv-01559-CJC-SHK
Miller v Flower Foods of North Dakota	
Miller v. Keystone Freight	19-2-09146-1 KNT
Miranda, et al. v. Mahard Egg Farm, Inc	4:19-CV-00092-ALM
MMT Holdings v City of Dublin, Georgia	2016-CG-0644
Moise v Sharmac Corp.	
Maldonado v Dayton Superior	
Montemarano v Master Group Cert	1:19-CV-2387
Montemarano v Masters Group	1:19-cv-2387
Montgomery v Continental Intermodal Group Trucking (CIG)	19-940-MV/GJF



Moore v Department of State Hospitals (DSH)	19STCV16858
Mora v IGT	
Morales v OPARC	
Morel v Goya Foods	2:20-cv-05551-ES-CLW and ESX-L-8192-21
Moskowitz v Atlanta Hawks	
Mullins v Data Management Co	1:20-CV-214
Munoz v Carrollton Springs LLC, ET AL.	4:20-cv-01719
Munoz v Norman Window Fashions	20NWCv00279
Nava v Marcos Renteria AG Services	
Neal v Hillson's of Lebanon	
Neff v Flowers Foods	5:15-cv-00254-GWC
Nelson v Vanguard	5:19-cv-00030 MFU
Nelson v Vanguard Cert	5:19 CV00030MFU
Nguyen v Market Source	37-2017-00048458-CU-OE-CTL
Niemann v JCSMH	
Nix v Adams Beverages of NC	3:19-cv-000669
Noll v Flowers Food Cert	1:15-CV-00493-LEW
Noll v Flowers Foods	1:15-cv-00493-LEW
North v Layers BW	CGC-19-577983
North v Layers PAGA	CGC-19-577983
Nucci v Rite Aid	19-cv-01434-LB
Nucci v Rite Aid BW	19-cv-01434
Nunes v Home Depot	
Nunez v Thompson	MID-L-949-15
Ocampo v Capstan	19STCV05638
OFCCP v Cerner	
OFCCP v Sprint Corporation	
Oliphant v SPRINT Management Corp	8L18-CV-353
Oliver v Centene Corporation	
OM-Defendant-4789 (PAGA)	
O'Neal-Roberts v Off the Grid Services	RG20075270
Orozco v Gruma Corporation PAGA	1:20-cv-1290-A WI-EPG
Pacheco v Bushfire Grill, Inc.	3:18-CV-01696-JAH-WVG
Padilla v Caliper Building Systems	0:20-cv-00658
Padilla v Valadao Industries	
Padron v AMI Expeditionary Healthcare	
Palma v Mercury Insurance Services	CIV-DS1911981
Paningbatan v Motivate Belaire-West	
Parish v Cook County	07 CV 4369



Park v United Collection Bureau, Inc.	2:15-cv-01306-SRC-CLW
Parrot v Wakefield	
Party City FACTA	STK-CV-UBT-2016-11712
Party City FACTA Cert	2:16-cv-02996-WBS-EFB
Party City FACTA Settlement	
Patterson v Volkswagen	
Patzfahl v FMS ZA	2:20-cv-1202
Patzfahl v FSM ZA LLC Class Cert	20-cv-1202
Payne v Zorbaz	03-CV-19-2721
Perry v Schnucks Grocery	
Pfeiffer Settlement	
Phelps v Toyotetsu America	6:22-cv-00106-CHB-HAI
Philemon v Aries et al	18-cv-1927(RJD)(CLP)
Phillips v A-Team Delivers	RG21104034
Piccolo v Go Jump Oceanside	37-2020-00003052-CU-OE-NC
Pierre-Charles v Consumer Portfolio Services, Inc	3:10-cv-10025-BRM-DEA
Piland v Markwort Sporting Goods (Gameface)	17CV02311
Pina v Nielsen Farms	18CV001450
Polite v Boscov's	
Pororoca et al v Flowers Foods	
Power v Sandbox Transportation	1:16-cv-01978-JLK
Pressler & Pressler FDCPA	2:16-cv-00119-MCA-LDW
Price and Bock v Ferrell Gas, Inc	13:18-cv-01502-JAH-(MSB)
Pruitt v Quality Labor Services	16C9718
Puglisi v Storm Water Inspections & Maintenance	30-2020-01175159-CU-OE-CXC
Pulido GA Pacific case	
Quiroz Franco v Greystone Ridge Condos	30-2018-00980426-CU-OE-CJC
Rael v Red Rocks Credit Union	2020cv3226
Raff v Safavieh	ESX-1-2017-15
Rahman v Gate Gourmet	3:20-cv-03047-WHO
Ramirez v Milton Roy	
Ramirez v. Harris Ranch	16CECG04103
Ramos v Dairy Avenue	VCU269798
Randall v ICS	3:20-CV-05438-JLR
Randle v SunTrust	
Ray v County of Los Angeles Questionnaire	2:17-cv-04239-PA-SK
Razo v AT&T Mobility Services	1:20-cv-0172 JLT HBK



Receipts FACTA	1:16-cv-01915-DAD-BAM
Redon v LaEsperenza	
Rench v HMI Industries	3:13-cv-00922-SMY-RJD
Renteria v Stemilt AG Services	18-2-00471-8
Reyes v Unified Grocers	BC506565
Rice v The Related Companies	18STCV02983
Right at Home Settlement	
Roach v BM	MID-L-1333-14
Roach v BM Motoring (full admin)	
Roberson v Ghiringhelli PAGA	FCS052155
Roberts v Paragon Metals LLC (FLSA Notice)	1:21-cv-000426-HYJ-RSK
Roberts v Tribeca Automotive	ESX-L-5298-16
Rodriguez v Jamba Juice BW	21STCV45855
Rodriguez v John Bean Technologies	
Rodriguez v River City Bank	34-2021-00296612
Roman v TRM	
Romeo ISO	20STCV41510
Rose v Impact Group	
Rosenbloom v Jets Pizza	17SK-CC015895-01
Rosinbaum v Flowers Foods	Civ. A. No. 7:16-cv-00233-FL
Ross v Hewlett Packard (HPE)	18CV337830
Rotor v Signature Consultants	18-cv-336219
Rough v Costco Wholesale Corporation	FSC052953
Rowe v Ulta Salon, Cosmetics & Fragrance	C34-2019-00267231-CU-OE-GDS
Rubin-Knudsen v Arthur Gallagher	CV18-6227JGB(SPx)
Rubin-Knudsen v Arthur Gallagher BW	2:18-cv-06227-JGB-SP
Rush v Greatbanc Trust Co (Segerdahl ESOP)	1:19-cv-00738
Russell v KeHE Distributors	2:17-CV-01182-JAM-GGH
Saenz v Old Dominion Freight Line, Inc.	1:18-CV-04718-JPB
Saldana v Quail Creek Farms	
Stallard v MedImpact Healthcare	CV-17-02234-PHX-DJH
Sally v Adidas	20SL-CC03903
Sanchez v California Steel Industries - PAGA	CIVDS1832657
Sanchez v Exact Staff	CIVDS1702554
Sanchez v ExamOne World Wide, Inc.	17CV308382
Sanchez v LAAEC	21STCV05609
Sanchez v Mesa Packing LLC	20-cv-00823-VKD
Sanders v Professional Medical Management	2:16-cv-05634 WJM-MF
Santiago v Northland Group	



Santino & Durate v Highland Fruit Growers	20-2-02233-39
Santos v River Credit Works	
Sarubbi v Tech Mahindra	20-CIV-03616
Schaefer v Denso	19STCV00685
Schamp v Fresno SSYPA	
Schell v Discovery Practice Management	
Schucker v Flowers Foods	
Schulte BIPA Settlement	
Scobey v General Motors	20-Civ-12098
Scott v Freeland	1:22-cv-00043-HAB-SLC
Serrano v RCCB	20STCV45012
Servin v Noble House	20 CMCV00152
Shami v Tubby Todd Bath Co	Index No. 512800/2019
Shanley v Evereve, Inc	
Sharraf v Raymond Management Company	2018-CH-01496
Shirey v Project One Autosport's	ESX-L-6233-16
Shopko Bankruptcy Settlement	
Sigcha v Mid State Pool Liners, Inc.	MID-L-1693-18
Signature Consultants Settlements	
Sikorski v New Jersey Venture Partners	GLO-L-861-20
Smentek v Sheriff of Cook County at al	09-cv-529
Smith v Chelmsford Group	
Smith v DI Logistics	
Smith v Leif Johnson Ford	19SL-CC01942
Smith v Local Cantina	2:20-cv-03064
Smith v Local Cantina Cert	2:20-cv-03064
Soileau v Argos	4:18-cv-00848
Solati v. Lend US	FCS048401
Sommers Schwartz FLSA case	
Soto v Houselander & Associates	19-CV-6691-SJB
Soto v Vander Tuig Dairy	
Sours v JAC Products Class Cert	5:22-cv-10532-JEL-APP
Spack v Trans World Entertainment Cert	1:17-CV-1335
Spack v Transworld Entertainment	1:17-cv-1335-TJM-CFH
Sparks v Service Finance Company	MIL-L-2441-17
Specialty Retail Shops Holding Corp (Shopko)	19-80064-TLS
Stafford v Debics Cert	3:22 CV 02106 B
Starr-Patterson v Schell & Kampeter	STK-CV-UOE-2020-9296
Stinson Insurance Settlement	



Stotesbery v Muy Pizza-Teja's Class Cert Supplemental Income Trust Settlement-ERISA	0:22-cv-01622-KMM-TNL
Sutton v United Courier	1;20-cv-682
Tapia v Rivo Holdings	37-2021-00046361-CU-OE-CTL
Taylor v Debics Cert	3:22 CV 02141 E
Teleaga v Beyer Services	STK-CV-UOE-2018-6387
Terry v Bay Area Beverage Co	MSC18-00859
Tharpe v Sprint Corp	
The Bakery v Kenneth Pritt	No. 2017-L-000604
The Body Shop FACTA	
The Cellular Connection	
Thomas v City of Edmundson	4:18-cv-2071 RLW
Thomas v Goodman Manufacturing	
Thomas v Wellnitz	RG19023516
Tinaco v Quik Stop	RG20061119
Tirado v Deluxe Auto Sales	
Titus v Martin-Brower Company	2:17-cv-00558-JAM-GGH
TNG Retail Services (voluntary compliance)	
Torres v Community Health Alliance of Pasadena	BC713396
Touma v Budee, Inc.	MSC18-01729
TPH v BSFC	1916-CV07105
Turner v Walmart	20SL-CC00466
Udoewa v Divergent	159458/2018
Udoewa v Ettain Group Inc	3:18-cv-00535-MOC-DCK
USA v Pelfrey & Omega	CIV-18-00945-JD
USA v Pfeiffer	20-cv-1974 (WMW/KMM)
USI Settlement	
Vae v MOGA	BCV-20-103017-BCB
Vaesau v PCT Enterprises, Inc. DBA Precision Cabinets	MSC18-02404
Valdivia v Best Contracting	19STCV38294
Valladares v Zacky	
Vargas v SkySkopes, INC	56-2020-00544196-CU-OE-VTA
Vega v Bar VP Dairy	269713
Vela Cruz v AG Transport	
Velasquez v Vantec Hitachi Transport	20STCV20016
Velleman v WCU	C.A. No. 1681-CV-03110
Velazquez v SMD	



Viesse v Tacoma Screw	
Velshis-Bautista v. Brewster Heights DBA	
Gebers	18-2-00253-24
Villafan v Broadspectrum	3:18-cv-06741-LB
Villanueva v Custom Orchard, Inc	
Vinnitsky v LA Overnight	
Wa v Safeway Inc	RG20075295
Wade v American Directions Research (ADRG)	194251
Wade v American Directions Research Group	
Wade v Furmanite American	3:18-cv-433
Wakefern (data verification project)	
Wall v AshBritt	3:15-cv-08982-PGS-TJ
Wall v HP, Inc	30-2012-00537897-CU-BT-CXC
Wallack v AT&T Mobility	CIVSB2117915
WAM PAGA case	
Ward v Tilly's Inc.	BC595405
Ward v YRC Freight	19-2-28259-2 KNT
Warsame v Metropolitan Transportation	
Network (MTN	20-cv-01318 ECT/ECW
Waters v Pizza to You	3:19-cv-372
Waters v Pizza to You Cert	3:19-cv-372
Watkins v Pressler Pressler	
Watts v TRL Systems [PAGA]	
Wazwaz v Hematogenic Laboratory Services, LLC	2021-CH-5893
Webb Santiago v AT&T Mobility	
Webb v City of Maplewood	4:16-cv-1703
Webb v City of Maplewood Cert	4:16 CV 1703 CDP
Wegner v Carahsoft	PJM 20-00305
Weirbach v The Cellular Connection	5:19-cv-05310-JDW
Wellinger v Live Nation	19STCV04397
Wesco Aircraft Hardware Corporation Settlement	
West v Bam! 216b Cert	1:22-cv-00209-DHU-JHR
White v Wesco Aircraft Hardware Corp	BC658654
Whitney v Cook County	18-cv-4475
Wicks v Title Loan Company DBA The Loan Machine	17SL-CC02673
Wilk v Skechers	5:18-cv-01921



Williams v Equitable Acceptance Corporation	18-CV-07537 (NRB)
Williams v Sake Hibachi Sushi & Bar	3:18-CV-0517-D
Wilson v Peckham	
Winkel v JH Steak	20-2-04853-4-SEA
Winsor v TBD Pizza	
Womack v Superior Energy Services	7:19-CV-00074
Wood v Athens-Clarke County	3:14-CV-00043-CDL
Xcel Health Settlement	
Ybarra v SIP 401K	8:17-cv-02091-JVS (Ex)
Ylvisaker v Clarkson Eyecare LLC	17SL-CC02089
Youmans v CPS	19EV001823
Young v Chieftain Coating	20-cv-10520
Zaldivar v. Moulton Logistics	19STCV12250
Zambrano v Strategic Delivery Solutions 216b	15-cv-8410 (ER)
Zamdio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
Zollicoffer v Gold Standard Eagle v Vee Pak	13-CV-1524 (GSB) 12-C-9672 (Vee Pak)
Zollicoffer v MVP	16CV11086



Partial Listing of Cases the Atticus Team has Managed

Tardiff v. Knox Count
Nilsen v. York Count
Tyler v. Suffolk Count
Braun v. Walmart
Lundeen v Canadian Pacific Railroad
Frank v. Gold'n Plump Poultry
Mass tort Guidant defibrillator
Cazenave v. Sheriff Charles C. Foti
Brecher v. St. Croix County
McCain v. Bloomberg-Data Breach
Carnegie v Household
High Sulfur Gasoline Product Liability Shell Oil
Merrill Lynch Securities Litigation
Merrill Lynch Data Breach
Target Data Breach-Financial Institutions
McKesson HBOC Securities Litigation
Raytheon Co. Securities Litigation
Bokusky v. Edina Realty
Applied Card Bank Credit Card Litigation-Data Breach
Sun Country Employee Litigation
Dupont Chemical Pollution Litigation
Haight v Bluestem Brands, Inc. -TCPA
Dugan v TGIF-Wage and Hour/FLSA
Dunkel v Warrior Energy-Energy-Wage & Hour
Shelby v Miller Investment Group-Consumer Finance
Salas v Watkins Manufacturing-FLSA
Dull v IPS-Energy Sector Wage & Hour
Wallach v FFG-TCPA
Bourgeoisie v City of Baltimore-Consumer Fees
Brown v Alley-FLSA
Turner v ACD-Wage & Hour
Villa v San Francisco 49'ers-Consumer Fees
Thomas v Solvay
Reid v Unilever-Mass Tort



Zeller v PDC Corporation-FLSA
Murr v Capital One-Consumer Fraud
Redman v City of Chicago- FACTA
Ernst v Sterling-Dish Case-Consumer Fraud
Ott-Publix-FLSA
Ellsworth v US Bank-Consumer Finance
Vidra v Midland Financial-Consumer Finance
Vu v Performance Recovery
Freeman v Berkeley Packaging-FLSA
Martin v JTH-TCPA
Walker v Core Power Yoga-Wage & Hour
Froberg v Cumberland Packaging-Stevia in the Raw Settlement-False Labeling
Debarsekin v L2T-FLSA & Wage and Hour
Gay v Tom's of Maine-False Labeling
Templeton Rye -False Labeling
Belardes v Farm Fresh to You-FLSA
Tin Cup Settlement-False Labeling
Johnson v Scan SAT-Medical Billing Data Breach
Garcia v EJ Amusement-FLSA and Wage & Hour
Doran v Forever Grand Vacations-Consumer Fraud- Time Share
Velasco v Chrysler Corp-Recall
Covell v Sleep Train-Wage & Hour
Torres v Kwon Yet Lung-FACTA
Redman v IMAX-FACTA
Target Data Breach-Financial Institutions
In Re Motor Fuel- Hot Fuel Case- Consumer Fraud
Haight v Bluestem-TCPA
Martin v JTH-TCPA
In Re Target Data Breach-Financial Institutions



Management Team

Chris Longley, JD – CEO and Co-Founder – Former president of Dahl Administration, a nationally recognized Claims Administration Company. Licensed Attorney (Retired Status), admitted to practice Minnesota, 8th Circuit and United States Supreme Court. During Longley's Tenure at Dahl, he successfully managed some of the highest profile cases in the last few years, including *In Re Motor Fuel* (Hot Fuel), an all- digital notice campaign with over 160 mm class members in 36 states and US Territories, and the Target Data Breach- Financial Institutions Settlement. Currently operates out of New York office.

Bryn Bridley – Director of Project Management – Bryn has over 19 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past claims administration work included the day-to-day activities of several high- profile consumer, employment and other types of cases. Bryn has extensive experience with CAFA Notices and Class Certification campaigns. Bryn is an honor's graduate of the University of Minnesota-Duluth.

Joel Prest – Director of Technology – Joel has 15 years of experience with software development and project management. Joel has expertise in designing scalable solutions to allow end users to work more efficiently with easy-to-use applications. Joel's prior work history includes Human Resource Management, which allows him to understand system payroll needs, HIPPA, and tax requirements necessary for employment related cases.

Jim Hardy, CPA (Inactive) – Co-Founder and CFO – Prior to co-founding Atticus, Jim held finance leadership positions over a twenty-year period in a variety of industries (contract manufacturing - implantable medical devices, sheet-fed printing, and commodity trading) where the wide-range of responsibilities and challenges from these experiences has enabled him to develop a versatile set of finance, administrative and operations skills.

Mike Gelhar – Practice Director, Employment & Treasury – Mike brings over 20 years of payroll experience in the employment law practice area. Along with his payroll knowledge, Mike is also bringing his work experience as he managed the processing and distribution of one of the nation's largest Labor and Employment administrators. These cases ranged from a few hundred claimants to over 700,000 claimants in all 50 states, including Puerto Rico.

EXHIBIT B

Atticus Administration, LLC

Bryn Bridley
Director of Project Management

Hillstrom v. Constellation Brands

Prepared for

Jennifer Heming | Paralegal
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5440 Morehouse Drive, Suite 3600
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Class Action Administration

Estimate E2023-09-E17
Hillstrom v. Constellation Brands

Prepared on October 3, 2023
By Bryn Bridley | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING-Mailed First Class	\$3,600
<i>Initial Notice, 12-pages</i>	Included
<i>Undeliverable/Return Mail Processing</i>	Included
<i>English and Spanish (includes translation services)</i>	Included
PROJECT MANAGEMENT/ADMIN FEES/Technical	\$2,875
COMMUNICATIONS	\$2,711
<i>PO Box rental</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>Case website (STATIC – information only)</i>	included
<i>correspondence, objections, opt-outs</i>	Included
FUND, TAX, REPORTING	\$1,648
<i>setup QSF, file annual tax returns</i>	included
DISTRIBUTION	\$3,632
<i>check printing, payment calculation & verification, bank fees (one distribution)</i>	included
Discount	(\$1,766)

TOTAL: **\$12,700**

Key Assumptions

- Class Size: **756 class members.**
- Notices in English and Spanish (up to 12 pages).
- Includes Spanish translation.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes, dedicated 800#, live operators and IVR for FAQ and other correspondence.
- Communications includes a case website (Static – information only).
- Includes employment and unemployment reporting reporting.
- Class Member reporting will consist 1099's and W2's.
- Includes one distribution to class members.
- Uncashed checks to unclaimed property.

Option

- Adding a check cashing reminder postcard, adds \$450.

PRINT NAME

ROLE

Client Signature

Date

By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.

PLEASE NOTE: This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.

Payment Terms:

40% payable at Notice

60% payable at Distribution



Detailed Budget

Atticus Services & Cost Description

DESCRIPTION		UNITS	SUBTOTAL
NOTICE MAILING (Data Cleansing & Analysis) Mailed First Class		756 Class Mbrs	\$3,600
Class Data List - Cleaning & Processing		4.00 Hrs	\$416
Class Notice Review - Proof/Finalize/Print Set-Up		4.00 Hrs	\$416
Class Notice Translation: ENG -> SPANISH 6 pages		6 pages	\$654
PRINTING Class Notice 12 pgs: 6 shts doublesided	12	9,072 Printed Pages	\$1,370
Postage Stamp (within 1 ounce max weight)		756 ct to mail	\$499
Undeliverable/ NCOA /Return Mail Processing & Remail (10%)		76 10% of class	\$154
Notice Request Re-Mailing		23 3% of class	\$92
PROJECT MANAGEMENT		22 hrs	\$2,530
TECHNICAL SET UP (includes project kick-off)		3 hrs	\$345
COMMUNICATIONS			\$2,711
Telephone - Set-Up + Monthly Fee		6 Months	\$285
Website (Information Only)		6 Months	\$1,500
Telephone - Messages/IVR and live support		6 Months	\$627
PO Box - Setup & Monthly Fee		6 Months	\$100
Correspondence - Mail		various	\$200
FUND, TREASURY & TAX Reporting			\$1,648
Set-Up QSF		2.00 Hrs	\$260
Prepare/File Annual Fund Return, Tax Forms		8.00 Hrs	\$1,040
Print 1099's and W2's		756 1099's W2's	\$348
DISTRIBUTION, Payment Calculations & Reporting			\$3,632
Cover Letter & Check - Design/Review/Finalize		4.00 Hrs	\$416
Payment Data - Calculate & Verify Payments		8.00 Hrs	\$832
Prepare Payment Reports		6.00 Hrs	\$546
Check - Print Set-up/Printing/Mail Prep (checks)		756 checks	\$419
Check Mailing Postage (will be 1x mailings)		756 mailed	\$452
Check - Undeliverable/ NCOA /Return Mail Processing & Remail (7% Return)		53 7.0% est	\$376
Bank Fees (Account Set-Up & Monthly Fee)		6 months	\$590
DATA STORAGE		n/a	\$0
Discount			(1,766)
		TOTAL	\$12,700

Operating Assumptions

- Class Size: **756 class members.**
- Class Notice form (up to 12 pages for each notice) double sided printing – English and Spanish, includes Spanish translation. Price includes postage and handling fees.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
- All class members that do not Opt-Out will received a check and tax document(s).
- Communications includes, PO BOX, Mail Correspondence, 800# with live phone operators and IVR.
- Communications includes a case website (static).
- Project management assumes 25 hours at a blended rate of \$115 per hour. Includes summary reporting on a weekly basis.
- Qualified Settlement fund assumes 6 months. Price includes positive pay fraud protection and tax reporting both state and federal returns. All bank fees are included in pricing.
- Disbursement includes positive pay "anti-fraud" features.



Thank you



Bryn Bridley
Director of Project Management

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