

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA
COOK DIVISION**

LILIA GARCÍA-BROWER, in her official
capacity as Labor Commissioner for the State
of California,

Plaintiff,

v.

ALCO HARVESTING LLC d/b/a
BONIPAK PRODUCE, INC.;
BETTERAVIA FARMS LLC d/b/a
BONIPAK PRODUCE, INC.;
BETTERAVIA INVESTMENT LLC d/b/a
BONIPAK PRODUCE, INC.;
GRUBSTAKE INVESTMENTS LLC d/b/a
BONIPAK PRODUCE, INC.; BONITA
PACKING CO. d/b/a BONIPAK
PRODUCE, INC.; and DOES 1-20,
inclusive,

Defendants.

Case No. 21CV02855

Consolidated with 21CV00299 and 21CV04639

Related Cases: 22CV02506, 23CV03669

Unlimited Jurisdiction

**DECLARATION OF CHRISTOPHER
LONGLEY**

Date: March 4, 2025

Time: 8:30 a.m.

Dept: 1/ Hon. Patricia L. Kelly

Complaint filed: 7/16/2021

Trial Date: None set

(No fee per Labor Code §§ 101, 101.5 and
Government Code § 6103)

JESUS GUZMAN,

Plaintiff,

v.

ALCO HARVESTING, LLC, BETTERAVIA
FARMS, LLC, BONIPAK PRODUCE, INC.;
and DOES 1-20, Inclusive,

Defendants.

Santa Barbara Sup. Ct. Case No. 21CV00299

Action filed: January 22, 2021

Trial date: none set

STATE OF CALIFORNIA ex rel. EDGAR
CISNEROS, as Private Attorney General,

Plaintiff(s),

San Luis Obispo Sup. Ct. Case No. 21CV04639

Action filed: February 13, 2020

Trial date: none set

1 v.

2 ALCO HARVEST, INC., a corporation;
3 RANCHO HARVEST, INC., a corporation;
4 JESUS MANRIQUEZ, an individual; ALAIN
5 PINCOT, an individual; ROBERT M.
6 FERINI, an individual; MITCHELL D.
7 ARDANTZ, an individual; CRAIG A.
8 READ, an individual; and JEREMY M.
9 MACKENZIE, an individual; and DOES 1-
10 25, inclusive,

11 Defendants.

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DATE:

By:

DATE:

By:

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2 **DECLARATION OF CHRISTOPHER LONGLEY**
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4 I, **CHRISTOPHER LONGLEY**, hereby declare as follows:
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6 1. I am the Chief Executive Officer for Atticus Administration, LLC ("Atticus"). My
7 business address is 1295 Northland Drive, Suite 160, Mendota Heights, Minnesota 55120. My
8 telephone number is (612) 315-9007. I am over twenty-one years of age and am authorized to make
9 this declaration on behalf of Atticus and myself.

10 2. In 2016, I, along with other experienced legal, financial, digital marketing
11 professionals and brand managers, founded Atticus to provide innovative and cost-effective notice
12 campaigns and claim administration services to the class action legal sector.
13

14 3. Prior to founding Atticus, I served as the president of Dahl Administration, LLC, a
15 nationally recognized claims administration company, where I oversaw over three hundred (300)
16 settlements, including some of the highest profile cases over the last few years, including, for
17 example, *In Re Motor Fuel Temperature Sales Practices Litigation* (Hot Fuel), Case No. 2:07-md-
18 01840 (D. Kan., 2016) and *In re: Target Corporation Data Security Breach Litigation*, No.14-md-
19 02522 (D. Min., 2015) class action settlement.
20

21 4. Atticus provides services in class action settlements involving, inter alia, antitrust,
22 consumer fraud, financial services, data breach cases, insurance, ADA, civil rights, class certification
23 notifications, Belaire-West notifications, and employment matters, including wage and hour, PAGA
24 and FLSA collective actions.

25 5. Atticus's core competencies include pre-certification mailings, claims administration
26 including the processing of claim forms, claim validation and anti-fraud detection, data preparation
27 and data management, accounting services and tax reporting, qualified settlement fund management
28

1 and escrow services, and distribution of funds.

2 6. Since its inception, Atticus has provided administrative services in over 1,300 class,
3 collective and PAGA settlements and has disbursed approximately \$1.47 billion (See **Exhibit 1**).
4 Among the founders and team members of Atticus, collectively we have administered over 3,000
5 settlements and have disbursed over \$3,000,000,000 in settlement funds.

6 7. Typically, Atticus will send direct mail notice to class or putative class members
7 when class members are known, as per the Federal Judicial Centers, "*Judges' Class Action Notice*
8 *and Claims Process Checklist and Plain Language Guide*" 2010. Based on my experience delivery
9 rates for such plans can be anywhere from 64% to 98% depending on the age of the data file, and the
10 amount of cleaning we perform on the list prior to mailing. It is in our best interest to take as many
11 steps as feasible to ensure addresses are updated prior to mailing to minimize the return and re-mails
12 to class members.
13

14 8. Atticus will upon Court approval mail Class Notices, in English and Spanish, to Class
15 Members to their Last Known Address via pre-paid postage first class mail through the United States
16 Postal Service. Prior to mailing the Notice of Settlement, Atticus will verify the Last Known
17 Address using the National Change of Address (NCOA) database maintained by the United States
18 Postal Office, and if an Updated Address is found, that Updated Address shall be used in lieu of the
19 Last Known Address and be treated as the new Last Known Address for purposes of this mailing and
20 subsequent mailings. Any Notices that are returned will be processed, skip-traced and re-mailed as
21 outlined in the Settlement Agreement, three business days (3) after Notice is returned for address
22 correction.
23

24 9. In addition to mailed notice, Atticus will send Notice using standard text messaging
25 (SMS) and WhatsApp to all individuals for whom valid telephone numbers are received or can be
26 obtained. Both messaging options are widely accessible and commonly used for tools for
27 communicating via mobile devices. WhatsApp is free to individuals and has more than two billion
28

1 users across 180 countries. As such, it has been our experience in other similar matters that
2 WhatsApp has been particularly well suited for reaching and communicating with individuals who
3 reside outside of the United States.

4 10. The content of the SMS and WhatsApp messages will align with the mailed notice, be
5 consistent across both channels, and will include a clickable link that directs recipients to a
6 settlement website where additional details about the settlement can be found.

7
8 11. Atticus uses a variety of tools for skip-tracing purposes to find addresses that have no
9 forwarding location. These tools include Experian or IDI, and other professional resources like
10 Experian or IDI to locate Class Members. In some instances, Atticus will also hire professional skip
11 tracing firms to locate missing Class Members for Noticing purposes. Until Atticus reviews the data
12 file in the above captioned case, we do not yet know what the best course of action will be to contact
13 those Putative Class Members who do not have forwarding address information on file.

14
15 12. Existing class member information can also be utilized in the skip tracing process to
16 location and identify other contact information, such as telephone numbers and email addresses, as
17 necessary. Utilizing this type of trace mechanism is benefit when class members are unlocatable by
18 mail and/or there is an interest in supplementing direct mail Notice efforts. When alternative tracing
19 is used the results are typically presented by "first seen" dates allowing Atticus cross-reference with
20 known addresses or other class member data points to enhance the likelihood of successful outreach.

21
22 13. Atticus has agreed to a capped fee to administer the above captioned case, for
23 approximately \$84,400. If the scope of work increases or decreases significantly, Atticus will inform
24 the parties and request approval of an adjustment. This fee includes all normal costs to administer a
25 settlement, including mailing, printing, skip-tracing and NCOA searches in preparation of mailing
26 the notice packet. All costs associated with communications, including an interactive Website in
27 English and Spanish, live multi-lingual telephone support, and 800 toll-free number, and a settlement
28 informational only website. All costs associated with the distribution of settlement awards, including

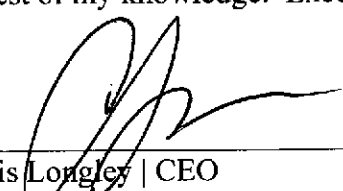
1 payment calculations, qualified settlement account and account management and QSF tax reporting.
2 Costs also include employment and award tax reporting, including the issuance of W-2's and 1099
3 tax forms to class members who do not opt out of the settlement. Project management time is
4 included in the costs, in which we estimate a total of 24 hours of project time for this matter. A copy
5 of our bid is attached as **Exhibit 2**.

6 14. Atticus maintains insurance with AAA rated insurance carriers for professional
7 liability and cybersecurity in the amount of \$5,000,000. Further it is Atticus' policy to warrant the
8 work performed on all errors and omissions, on all projects, including distribution of funds to class
9 members, without additional charges to our clients.
10

11 15. Atticus takes its obligation to secure information systems and protect the privacy of
12 the client data received for all administration processes very seriously. A copy of Atticus' *Data*
13 *Security Information & Privacy Policy* that outlines the standard operating procedures for the
14 handling of the collection, storage and use of client data is attached to this Declaration as **Exhibit 3**.
15

16 16. I further attest to the fact that Atticus has no independent financial relationship with
17 any plaintiff, plaintiff's counsel, the California Labor and Workforce Development Agency, or
18 defense counsel in this matter. Nor, upon review does Atticus have any conflicts or potential
19 conflicts with any member of the class or the LWDA in this matter.
20

21 I declare under penalty of perjury under the laws of the United States of America and the
22 State of California that the foregoing is true and correct to the best of my knowledge. Executed this
22nd day of October 2025, at Mendota Heights, Minnesota.

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25 Chris Longley | CEO
26 Atticus Administration, LLC
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EXHIBIT 1



1295 Northland Drive
Suite 160
Mendota Heights, MN 55120
WWW.ATTICUSADMIN.COM
1-844-728-8428

CURRICULUM VITAE

About Atticus Administration LLC

Founded in August 2016, Atticus has administered over 1300 settlements and has distributed more than \$1.47 billion in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 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	2:16-cv-01747-WBS-KJN
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 Inc Class Cert	Civil Action 2:19-cv-3964
Altamirano-Santiago v Better Produce Settlement	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
Athar v US Steel Corporation
Atlanta Hawks FACTA
Avilez v Full Steam Staffing
Ayala et al v Olson Brothers Ranchers
Baca v Two Jinn
Baldwin v RHP Properties
Barragan v Natrol
Bassett v Vons

VCU238439-Class VCU243327
Consolidated
2:17-cv-14220
2017CV288354

17-2-01046-1
37-2020-00000922-CU-OE-CTL
1881-CV-849
56-2022-00567731-CU-OE-VTA
RG20082630

Baylog v Hash Flare
Beamon v Event Merchandising Inc
Bean v Lewis Boats
Beato v Elite Rooter PAGA
Baudette v McDonough (VA Caregiver Program)
Begley v JK Enterprise (Cabaret II)
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc
Bell v MCSC
Benefield v Springco Metal Coatings
Bennett v Alorica INC
Bennett v Dart
Benton v NorCal In Alliance
Bernier v AT&F
Berthiaume v Allianz Life
Best v Twin Inc
Bethmann v Roberts (St. Charles County Coop)
BF-Biscomerica-0814
Bice v Vensure HR
Phan v. Big Saver Foods FACTA

2:18-CV-03043-DDP-PLA
BC683325
1811-CC01173
21stcv16493
CAVC-20-4961
3:21-cv-01031-yy
7:19-cv-55-HL
17-003861-CZ
1:17-cv-00918-DCN
30-2018-00997257-CU-OE-CXC

1:21-cv-1302
27-CV-17-15118
ESX-L-8062-16
1711-CC01263

STK-CV-UOE-2016-1264
BC636343

Bilberry v Hardy Window Co.
Birbower v Quorn Foods

30-2019-01065525-CU-OE-CXC
2:16-cv-01326-DMG
GIH-21-2240 | US District Court,
District of Maryland
1:18-cv-00545
NO. 2:17-cv-05578-RBS

Biscardi v GEICO 216b Notice
Blackburn v APTIM
Blofstein v Michael's Family Restaurant
BMC West case
Boehm v BMW
Bolanos v FSC Corporation
Bonham, et al. v Club Champion LLC

2:17-cv-2827
BC722758
50-2021-CA-008650-XXXX-MB

Bowdle v Kings Seafood
Bowlay-Williams v Google LLC

8:21-cv-01784-CJC-JDE
4:21-cv-09942-FJH

Branning v Romeo Pizza
Bravo v Small Progress Co & Riverview Farms
Breese v NaturChem Distribution
Briggs v TASC
Briceno v. Acqua E Farina Ristorante, LLC
Bruce v Del Monte

1:19-cv-2092
19CV003943

RG19045636



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
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
Cashon v Encompass	
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 Anthony's	22-2-03132-8 SEA
Chung v Alliance One	2:15-cv-02905-MCA-LDW
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	
Comacho v SW Harvesting	16-cv-05744-LHK
Comofort v Fernandez Brothers	5:17-cv-01863-EJD
Cook v Window Nation	



Corcoran v Herringbone Tavern
Corner v Gregory & Co
Coronado v Flowers Foods
Cosio v IPAA
Cosio v IPAA Cert

CGC-18-570576

16-350 JCH/KK
CC-16-551337
CGC-16-551337

Cottonwood Financial Ltd dba Cash Store
Covarrubias v The Martin Brower Co
Cowley v Prudential 216(b)
Coyle v Flowers Foods
Coyle v Mosaic
Craw & Shurtleff v Hometown
Crema v New Jersey National Golf Club
Crites v Smokey Point

File No. 2020-BCFP-0001
19STCV26101
2:21-cv-12226-SJM-DRG

19STCV30088
18-12149-LTS
SOM-L-1433-17
CASE NO. 18-2-19921-2 SEA

Culberson v Motion Auto Plaza
Daniels v Top Dot Mortgage
Danley v City of Mission KS
Danshir v GNY
Dart v Sheriff of Cook County
Davis v Omnisure
Davis v. City of Normandy
Day v GEICO Casualty (cert notice)
De Carolis v Broadcom
De La Rosa v Coca Cola
De Luna v Pacific Rim Dairy
Deak v In-N-Out Burgers
DE Benning v Costco
Deltoro v City Select
Demings v. Summit NW
Diaz v Azcona Harvesting
Dillard v Fidelity National Financial Inc.
Doe v Barnstormers Basketball of Iowa
Domenech v National Water Main Cleaning Company
Dominguez v LifeSaver
Donofrio v Auto Owners Ins. Co.
Doty v Watkins & Shepard Trucking
Douillard v Sprint
Dun & Bradstreet (Group 2-No Settlement)
Edlin v Boot Man Inc (dba Premier Parking)
Edwards v Costco
Edwards v PJ Ops, Idaho et al.
EEOC v Activision Blizzard
EEOC v AMTCR
EEOC v Hathaway
EEOC v Prestige Care
Ellsworth v Schneider National Carriers
Eldridge v LADMC
Embry v Big Earls Goldmine
EMJ-UAW Local 2096
Empire Parking Settlement

2011-CC00118
08 CV 4736
Case No. 17CV05514

CAM-L-3742-15
4:18CV01514RLW

21CV384293
17CV000787
14C0070
30-2019-01060706-CU-OE-CXC
34-2021-00309030
BUR-L-709-19
19-2-09345-5 KNT
M127608
MSC18-00394
3:20-CV-0005
2:18-cv-08202 SDW-LDW

3:19-cv-58-WHR
3:19-cv-05236-JHC
8942
1:18-cv-00725-LY
18EV004241
5:21-cv-00716-MWF-KK
1:17-cv-0283
2:21-CV-07682 DSF-JEM
2:21-cv-01808-JAD (NJK)

1:17 CV 01299-AWI-SAB
CIVDS2012486

4:19-CV-00305



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	
Tran v Fastenal Company	BC717323
Ferguson v G3 Enterprise Services	
Fernando v Burroughs	RG18906875
Findley v Avenue5 Residential [PAGA]	
Fisher v Behavioral Health Services	BC613297
Pasini v 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 BW	CGC-18-570988
Gonzalez v New Century Financial Services Inc	ESX-L-007675-17
Gonzalez v Xtreme Manufacturing	
Tran v 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)
	Confidential Master Settlement Administration Agreement
Grubhub	19STCV10106
Gruma Foods Settlement	
Gudia v Adams	
Guidry v Dow Chemical Company	2:19-CV-12233-MLCF-KWR
Guillen v AAA Limo	MID-L-2661-16
Gutierrez v Zero Motorcycles	19CV03725
Hadley v Sugarmill Distillery	2020L13
Hanna v Marriott	3:18-cv-00325



Hanz v. SWBT

Harding & Moore v Wakefield & Assoc

Harris v Diamond Dolls

Harris v General Motors Corp

Harris v Georgia Pacific

Harris v Wakefield

Hawkins v Middle Tennessee Pizza

Hendrix v. Knight Transport

Hernandez v Central Valley Community Bank

Hernandez v City of Houston

Hernandez v Double Lucky

Hernandez v NY4 Pretzel

Hernandez v So Mo Co Labor Supply, Inc.

Hodges v 77 Grandville

Holtegaard v Sierra Aluminum (PAGA)

Nygaard v Home Advisor

Home Security Settlement

Hood v Hen Quarter Cert

Hope v Alorica

Hudson v Valley Hope Association

Huffman v Pacific Gateway Concessions LLC

Hurlocker v APTIM

Huynh v Parker -Hannifin Corporation

Ibanez v OC Burger Boys

Illinois v Mino Automation

In re Galileo Learning

In Re Managed Care Solutions Healthcare

In Re: Chinos Holdings, Inc (J Crew)

IP-CommuniCare-469

Isley v BMW

Jacques v Mike's Mobile

Jadan v Costco

Janjua v Pilot Travel Centers

James Blancher v KRG JCS

Jeffries v Volume Services America FACTA

Jensen v Blue Shield of CA

Jewell v New Legend, Inc.

Jalil v Diesel Services

Jimenez v Environmental Service Partners

Jimenez v ESP

Jimenez v San Cristobal Distributing

Jimenez v San Cristobal Distributing BW

Jimenez v San Cristobal Distributing Cert

Jimenez v The Growers Company

JKM Trading Settlement

Johnson v AFAC

Johnson v Oxnard Automotive Exchange

Johnson v Thomson Reuters

None: Arbitration

18SL-AC26348-01

3:19-cv-00598-R CJ-CBC

6:19-cv-06001-RTD

1722-cc11907

19-2-03468-8 KNT

278857

Civil Action No: 4:16-cv-03577

18CV001441

712045/18

M129230

1:19-cv-00081

5:20-CV-00509-JGB (KKX)

2017-cv-3200

2:22-cv-00486 DC OH

3:20-cv-00267

1916-CV24811

19CIV00412

3:21-cv-00403-EMD

BC662360

2022CH08271

20-40857 (RLE) AND 20-40858 (RLE)

2:19-cv-12680

19CV340438

RG18916321

17-1788 (CKK)

CGC-17557801

19-2-06146-0

CGC 195766544

CGC-19-576544

56-2020-00545162-CU-OE-VTA

56-2020-00545162-CU-OE-VTA

56-2020-00545162-CU-OE-VTA

17CV000875

56-2013-00469494-CUBT-VTA



Johnson v Transport Corp of America
Johnson v Volt Management
Jozwiak v Cuyahoga County

0:21-cv-01003-DWF-JFD
19STCV16466
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
Kendall v CubeSmart
Keyhanzad v Ryan Cars PAGA
Kholbekov v American Chore Services
Kirtley v Startek
Krasnov v PULS Technologies PAGA
Kurzel v Suncoast Credit Union
Kuck v Planet
Labidou v Fleet Lease Network
Lama v Mercury Insurance
LaRoda v PearlParadise.com, Inc.
Layes v RHP Properties et. al
Lazy Boy Furniture Galleries Settlement
Leach v The Claremont Colleges
Lee v Del Monaco
Lee v Porcelanosa New York Inc
Lee v Stoneledge
Lemus v JKM Trading Company
LeRoy Browne matter
Levine Hat v Innate Intelligence
Levy-Vinick Wage & Hour Case
Liotta v Secure Parking Enforcement
Liu v QNAP
Liu v QNAP Cert
Lo v Cyberpower
Loness v US Legal Services
Lopez v Adidas
Lopez v George Amaral Ranches

LA CV02-05662-JAK-FFMx
3:15-cv-6098(BRM)(LHG)

1:22-CV-00258-RMR-NRN
CGC-18-570330

2:17-cv-04769-ADS-GRB
HUD-L-005191-15

19STCV32976
1581-CV-02722-C

BC686451

BER-L-6511-17
RG18927149
56-2017-00498637-CU-OE-VTA

22EV000598
19PSCV00668
19PSCV00668

18CV000082

Lucyk v Materion
LWDA v UTC Restaurant Venture LLC
LWDA ex rel Frye v Jyve Corporation
Lyons v Green & Green
Macdonald v CashCall, Inc
Magana v. Worldwide Recovery Systems
Magana-Munoz v Rancho Nuevo Harvesting
Magana-Munoz v West Coast Berry Farm
Maierhofer v Blitt & Gaines PC
Maldonado v Dayton Superior Corp
Maldonado v GEO Group
Maldonado v Total Staffing
Manni v La-Z-Boy
Maricruz Ladino v. Drew Massa Transportation, LLC

37-2019-00057474-CU-OE-CTL
CGC-20-582236
3:18-cv-11143-TJB
2:16-CV-02781-MCA-ESK
20STCV05202

5:20-cv-02087-EJD
17SL-CC04297
RIC 1615240

2017CH01786
34-2017-002253592
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 Toyota Motor Credit Corp	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
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 Commercial LLC (Sonic)	CIVSB2105311 SAN BERNARDINO COUNTY SUPER COURT
Mendez v A-Line Messenger Service BW	CIVDS1923624
Mendez v A-Line Messenger Service Cert	CIVDS1923624
Meyers v bebe Stores	14-cv-00267-YGR
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	Civil Action No. 2016-CG-0644
Moise v Sharmac Corp.	
Maldonado v Dayton Superior	
Montemarano v Master Group Cert	1:19-CV-2387
Montemarano v Master Group	1:19-cv-2387
Montgomery v Continental Intermodal Group Trucking (CIG)	19-940-MV/GJF
Moore v Department of State Hospitals (DSH)	19STCV16858

-CONFIDENTIAL INFORMATION-



Mora v IGT

Morales v OPARC

Morel v Goya Foods

Moskowitz v Atlanta Hawks

Mullins v Data Management Co

Munoz v Carrollton Springs LLC, ET AL.

Munoz v Norman Window Fashions

Nava v Marcos Renteria AG Services

Neal v Hillson's of Lebanon

Neff v Flowers Foods

Nelson v Vanguard

Nelson v Vanguard Cert

Nguyen v Market Source

Niemann v JCSMH

Nix v Adams Beverages of NC

Noll v Flowers Food Cert

Noll v Flowers Foods

North v Layers BW

North v Layers PAGA

Nucci v Rite Aid

Nucci v Rite Aid BW

Nunes v Home Depot

Nunez v Thompson

Ocampo v Capstan

OFCCP v Cerner

OFCCP v Sprint Corporation

Oliphant v SPRINT Management Corp

Oliver v Centene Corporation

OM-Defendant-4789 (PAGA)

O'Neal-Roberts v Off the Grid Services

Orozco v Gruma Corporation PAGA

Pacheco v Bushfire Grill, Inc.

Padilla v Caliper Building Systems

Padilla v Valadao Industries

Padron v AMI Expeditionary Healthcare

Palma v Mercury Insurance Services

Paningbatan v Motivate Belaire-West

Parish v Cook County

Park v United Collection Bureau, Inc.

Parrot v Wakefield

Medrano v Party City Corporation

Party City FACTA Cert

Party City FACTA Settlement

Patterson v Volkswagen

Patzfahl v FMS ZA

Patzfahl v FSM ZA LLC Class Cert

Payne v Zorbaz

Perry v Schnucks Grocery

Pfeiffer Settlement

Phelps v Toyotetsu America

2:20-cv-05551-ES-CLW and ESX-L-8192-21

2017-cv-288354

1:20-CV-214

4:20-cv-01719

20NWCV00279

5:15-cv-00254-GWC

5:19-cv-00030 MFU

5:19 CV00030MFU

37-2017-00048458-CU-OE-CTL

3:19-cv-000669

1:15-CV-00493-LEW

1:15-cv-00493-LEW

CGC-19-577983

CGC-19-577983

19-cv-01434-LB

19-cv-01434

MID-L-949-15

19STCV05638

8L18-CV-353

RG20075270

1:20-cv-1290-A WI-EPG

3:18-CV-01696-JAH-WVG

0:20-cv-00658

CIV-DS1911981

07 CV 4369

2:15-cv-01306-SRC-CLW

STK-CV-UBT-2016-11712

2:16-cv-02996-WBS-EFB

2:20-cv-1202

20-cv-1202

03-CV-19-2721

6:22-cv-00106-CHB-HAI



Philemon v Aries et al

Phillips v A-Team Delivers

Pichardo v Lundy-Thagard Company

Piccolo v Go Jump Oceanside

Pierre-Charles v Consumer Portfolio Services, Inc

Piland v Markwort Sporting Goods (Gameface)

Pina v Nielsen Farms

Polite v Boscov's

Pororoca et al v Flowers Foods

Power v Sandbox Transportation

Pressler & Pressler FDCPA

Price and Bock v Ferrell Gas, Inc

Pruitt v Quality Labor Services

Puglisi v Storm Water Inspections & Maintenance

Pulido GA Pacific case

Quiroz Franco v Greystone Ridge Condos

Rael v Red Rocks Credit Union

Raff v Safavieh

Rahman v Gate Gourmet

Ramirez v Milton Roy

Ramirez v. Harris Ranch

Ramos v Dairy Avenue

Randall v ICS

Randle v SunTrust

Ray v County of Los Angeles Questionnaire

Razo v AT&T Mobility Services

Receipts FACTA

Redon v LaEsperanza

Rench v HMI Industries

Renteria v Stemilt AG Services

Reyes v Unified Grocers

Rice v The Related Companies

Right at Home Settlement

Roach v BM

Roberson v Ghiringhelli PAGA

Roberts v Paragon Metals LLC (FLSA Notice)

Roberts v Tribeca Automotive

Rodriguez v Jamba Juice BW

Rodriguez v John Bean Technologies

Rodriguez v River City Bank

Roman v TRM

Rose v Impact Group

Rosenbloom v Jets Pizza

Rosinbaum v Flowers Foods

Ross v Hewlett Packard (HPE)

Rotor v Signature Consultants

Rough v Costco Wholesale Corporation

Rowe v Ulta Salon, Cosmetics & Fragrance

18-cv-1927(RJD)(CLP)

RG21104034

BC645411

37-2020-00003052-CU-OE-NC

3:10-cv-10025-BRM-DEA

17CV02311

18CV001450

1:16-cv-01978-JLK

2:16-cv-00119-MCA-LDW

13:18-cv-01502-JAH-(MSB)

16C9718

30-2020-01175159-CU-OE-CXC

30-2018-00980426-CU-OE-CJC

2020cv3226

ESX-1-2017-15

3:20-cv-03047-WHO

Case No. 16CECG04103

VCU269798

3:20-CV-05438-JLR

2:17-cv-04239-PA-SK

1:20-cv-0172 JLT HBK

1:16-cv-01915-DAD-BAM

3:13-cv-00922-SMY-RJD

18-2-00471-8

BC506565

18STCV02983

MID-L-1333-14

FCS052155

1:21-cv-000426-HYJ-RSK

ESX-L-5298-16

21STCV45855

34-2021-00296612

20STCV41510

17SK-CC015895-01

Civ. A. No. 7:16-cv-00233-FL

18CV337830

18-cv-336219

FSC052953

C34-2019-00267231-CU-OE-GDS



Rubin-Knudsen v Arthur Gallagher
Rubin-Knudsen v Arthur Gallagher BW
Rush v Greatbanc Trust Co (Segerdahl ESOP)
Russell v KeHE Distributors
Saenz v Old Dominion Freight Line, Inc.
Saldana v Quail Creek Farms
Stallard v MedImpact Healthcare
Sally v Adidas
Sanchez v California Steel Industries - PAGA
Sanchez v Exact Staff
Sanchez v ExamOne World Wide, Inc.
Sanchez v LAAEC
Sanchez v Mesa Packing LLC
Sanders v Professional Medical Management
Santiago v Northland Group
Santino & Durate v Highland Fruit Growers
Santos v River Credit Works
Sarubbi v Tech Mahindra
Schaefer v Denso
Schamp v Fresno SSYPA
Schell v Discovery Practice Management
Schucker v Flowers Foods

Scobey v General Motors
Scott v Freeland
Serrano v RCCB
Servin v Noble House
Shami v Tubby Todd Bath Co
Shanley v Evereve, Inc
Sharrif v Raymond Management Company
Shirey v Project One Autosport's
Shopko Bankruptcy Settlement
Sigcha v Mid State Pool Liners, Inc.
Signature Consultants Settlements
Sikorski v New Jersey Venture Partners
Smentek v Sheriff of Cook County at al
Smith v Chelmsford Group
Smith v DI Logistics
Smith v Leif Johnson Ford
Smith v Local Cantina
Smith v Local Cantina Cert
Soileau v Argos
Solati v. Lend US
Sommers Schwartz FLSA case
Soto v Houselander & Associates
Soto v Vander Tuig Dairy
Sours v JAC Products Class Cert
Spack v Trans World Entertainment Cert
Spack v Transworld Entertainment
Sparks v Service Finance Company
Specialty Retail Shops Holding Corp (Shopko)

CV18-6227JGB(SPx)
2:18-cv-06227-JGB-SP
1:19-cv-00738
2:17-CV-01182-JAM-GGH
1:18-CV-04718-JPB

CV-17-02234-PHX-DJH
20SL-CC03903
CIVDS1832657
CIVDS1702554
17CV308382
21STCV05609
20-cv-00823-VKD
2:16-cv-05634 WJM-MF
2:15-cv-03608-SRC-CLW
Case No. 20-2-02233-39

20-CIV-03616
19STCV00685

20-Civ-12098
1:22-cv-00043-HAB-SLC
20STCV45012
20 CMCV00152
Index No. 512800/2019

2018-CH-01496
ESX-L-6233-16

MID-L-1693-18

GLO-L-861-20
09-cv-529

19SL-CC01942
2:20-cv-03064
2:20-cv-03064
4:18-cv-00848
FCS048401

19-CV-6691-SJB

5:22-cv-10532-JEL-APP
1:17-CV-1335
1:17-cv-1335-TJM-CFH
MIL-L-2441-17
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	0:22-cv-01622-KMM-TNL
Supplemental Income Trust Settlement-ERISA	
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	
The Body Shop FACTA	No. 2017-L-000604
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	
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 Stater Brothers Ranch	
Velasquez v Vantec Hitachi Transport	20STCV20016
Velleman v WCU	C.A. No. 1681-CV-03110
Velazquez v SMD	
Viesse v Tacoma Screw	2:16-cv-01026-JCC
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 Furmanite American	3:18-cv-433
Wakefern (data verification project)	NA



Wall v AshBritt	3:15-cv-08982-PGS-TJ
Wall v HP, Inc	30-2012-00537897-CU-BT-CXC
Wallack v AT&T Mobility	CIVS82117915
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) ED NY
Zamudio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
	13-CV-1524 (GSB) 12-C-9672 (Vee Pak)
Zollicoffer v Gold Standard Eagle v Vee Pak	16CV11086
Zollicoffer v MVP	8:18-cv-1726-JSM-AAS
Gause v Medical Billing Consultants	2:15-cv-01306
In Re United Collection Bureau, Inc	156210/2015
Jailall v Diesel USA	BC645411
Picardo v Lundy-Tagaard Co	
Torres v Pick-a-Part Autoworks	1:16-cv-01915-DAD-BAM



Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty, 3:92-cv-00223
Sun Country Employee Litigation
Dupont Chemical Pollution Litigation
Haight v Bluestem Brands, Inc. -TCPA, No. 13-1400 (M.D. Fla.)
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-1:14-cv-00670

Debarsekin v L2T-FLSA & Wage and Hour

Gay v Tom's of Maine-False Labeling, 0:14-cv-6060004-KMM

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

In Re Motor Fuel- Hot Fuel Case- Consumer Fraud, MDL No. 1840, 07-md-1840-KHV

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



ATTICUS MANAGEMENT TEAM

Chris Longley, co-founder, and CEO of Atticus Administration LLC – Former CEO of Dahl Administration, a nationally recognized Claims Administration Company. Licensed Attorney (retired in-active status), admitted to practice Minnesota, 8th Circuit and United States Supreme Court.

During Chris' tenure at Dahl, he successfully managed, more than 300 class and collective action settlements, including some of the highest profile cases in the last few years, including *In Re Motor Fuel* (Hot Fuel) MDL No: 1840, Case No: 07-md-1840-KHV, an all- digital notice campaign with over 160 MILLION class members in 36 states and US Territories, and the *Target Data Breach- Financial Institutions Settlement*, Case No. 0:14-md-02522-PAM .

Chris co-founded Atticus Administration LLC, in August 2016. Since its inception, Atticus has administered over 1250 settlements and has distributed more than \$1.47 billion in award payments.

Chris and his team have extensive experience in all matters of notice campaigns, including class certification notices, CAFA notices, WARN notices, ISO notices, Belaire West Notices, 216(b) notices, as well as other complex notification projects on an as need basis.

Chris is the author of *"Internet and Electronic Notification Methods for Rule 23: How to Enhance Reach, Conversion, Real Time Analytics to Reduce Administrative Costs"*, published in 2016.

Chris is currently the membership chair of the ABA's Consumer Litigation Committee and Class Actions & Derivatives (CADS) sub-committee and is a frequent speaker on matters relating to complex notice procedures for class action settlements.

Prior to joining the class action industry, he served for 11 years in the private equity industry focusing on telecommunication companies and company acquisitions. He has been a founding member of 14 start-up companies during this same period.

Prior to that experience he was a practicing attorney in Minneapolis, Minnesota. Chris was named "40 under 40 "by the *City Business Magazine* in 2001, and a "Power Lawyer", by *Law and Politics Magazine*. He practiced law for the Minneapolis law firm of Hessian, McKasy & Soderberg, LLP prior to launching his business career.

Chris graduated from William Mitchell College of Law and the University of St. Thomas, and currently splits his time between St. Paul, Minnesota, and New York city.

Bryn Bridley –VP of Business Development – 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 settlement administration work included the day-to-day activities of several high-profile consumers, 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 and enjoys running and camping in her free time.



Ann Linton- Director of Project Management- With over 15 years of Industry experience, Ann worked as a project manager previously at Dahl Administration prior to joining Atticus as a project manager in 2018. A favorite of many of our customers, before being promoted to the director level, she concentrated her efforts on some of our more complex matters, including many mass arbitration cases, as well as many of our high-profile consumer fraud matters.

Milena Higgins -is a technology leader with a long history of innovation in the legal field. She has a proven track record of innovation, including developing groundbreaking testimony intelligence software and automated intellectual property tools. Her expertise in process improvement and efficiency has consistently driven operational excellence, ensuring exceptional service for law firm clients. Milena holds a Ph.D. in physics and an M.S. in Management of Technology from the University of Minnesota.

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.

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EXHIBIT 2

Atticus Administration, LLC
Chris Longley – CEO

Guzman v. Alco Harvesting

Prepared for

Dawson Morton | Attorney
dawson@dawsonmorton.com
P: 404.590.1295

Dawson Morton, LLC
104 Cambridge Ave
Decatur, GA 30030



ATTICUS
SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2025-02-E22
Guzman v. Alco Harvesting

Prepared on October 16, 2025
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING – Mailed First Class	\$26,576
<i>Initial notice up to 8 pages mailed to Domestic class members</i>	Included
<i>Notice sent via text and/or WhatsApp to all class members</i>	Included
<i>Undeliverable, return mail processing, NCOA, skip-trace</i>	Included
<i>English and Spanish</i>	Included
PROJECT MANAGEMENT, ADMIN FEES, TECHNICAL	\$10,625
COMMUNICATIONS	\$15,208
<i>PO box rental</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>Correspondence, out-outs, objections</i>	Included
<i>Static case website, payment selections</i>	Included
FUND, TAX, REPORTING	\$5,680
<i>Setup QSF, file quarterly and annual tax returns</i>	Included
DISTRIBUTION	\$31,343
<i>Check printing, payment calculation and verification, bank fees</i>	Included
Discount	(\$5,032)

TOTAL: \$84,400

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

Key Assumptions

- Class Size: **10,428 class members.**
- Notices in English and Spanish, up to 8 pages mailed to Domestic class members, assumes up to 7,000.
- Noticing via WhatsApp and/or text message for class members with a valid cell number.
- 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.
- Website with ability to select payment methods.
- Includes one distribution to all class members. Payments mostly via CLABE or domestic wire. Checks to those with US addresses if no election.
- Employment reporting for one state.
- Class member reporting consists of W2's or 1099's.
- Uncashed funds cy pres or escheat to unclaimed property.



Detailed Budget

Atticus Services & Cost Description

DESCRIPTION		UNITS	SUBTOTAL
NOTICE MAILING (Data Cleansing & Analysis) Mailed First Class		10,428 Class Mbrs	\$26,576
Class Data List (Review, Console, Analyze, Cleansing, Processing)		20 Hours	\$2,470
Class Notice Review (Proof, Finalize, Print Set-Up)		5 Hours	\$618
Class Notice Translation, English to SPANISH		1 Translator(s)	\$798
Class Notice Printing - Domestic Only Mailing - Up to 7,000 Class Members		2,900 Printed Notices	\$6,315
Postage Stamp (within 1 ounce's max weight) - Domestic Postage		7,000 Mailed Notices	\$4,567
WhatsApp Noticing or Text Messages		10,428 Messages	\$7,018
Notice Unrecoverable Mail (Reprocessing, Cataloging, NCOA, Remailing)	10.0%	770 Pieces	\$3,218
Notice Request Remains (Printing, Postage, Skip-Trace Hrs)	3.0%	210 Pieces	\$1,148
PROJECT MANAGEMENT		75 Hours	\$9,375
TECHNICAL SET UP (includes project kick-off)		10 Hours	\$1,250
COMMUNICATIONS			\$15,208
Telephone (Setup, Monthly Fee)		5 Months	\$795
Website (Information Only, Payment Information)		5 Months	\$1,500
Telephones (Messages, Voicemail, IVR, Live Operator Support)		5 Months	\$12,468
PO Box (Setup, Monthly Fee)		9 Months	\$100
Correspondence (Objections Processing)		Various Hours	\$2,835
FUND, TREASURY & TAX REPORTING			\$5,680
Establish QSF		2 Hours	\$250
Tax Reporting (Prepare and File Quarterly Annual, Unemployment, Tax Forms)		5 Hours	\$1,040
Print 1099s & W2s		10,428 1099s & W2s	\$4,390
DISTRIBUTION (Payment Calculations & Reporting)			\$31,343
Check and Cover Letter (Design, Review, Finalize)		5 Hours	\$618
Payment Data (Calculate, Verify Payments)		20 Hours	\$2,470
Payment Reports (Preparation, Reconciliations)		20 Hours	\$2,470
Payment Inputs from Class Member Elections		20 Hours	\$2,470
Check Printing (Print Setup, Printing, Mail Prep)		10,428 Packages or Wraps	\$9,670
Check Mailing Postage (will be 11 mailings)		10,428 Mail or Air Mail Fees	\$9,157
Check Unrecoverable Mail (Reprocessing, Cataloging, NCOA, Remailing)	7.0%	730 Pieces	\$1,878
Bank Fees (Account Setup, Monthly Fee)		6 Months	\$2,785
DATA STORAGE		n/a	\$0
Discount			(\$5,032)
		TOTAL	\$84,400

Operating Assumptions

- Class Size: **10,428 class members.**
- Class notice up to 8 pages (English and Spanish) mailed to only Domestic class members, assumes up to 7,000. Price includes postage and handling fees.
- Text message and WhatsApp noticing to all class members.
- Data review, cleansing and preparing file for mailing; including NCOA, new address searches, and skip tracing if required.
- Communications includes PO box, mail correspondence, 800# with live phone operators and IVR.
- Static website to host court documents and payment selections.
- All class members who do not opt-out will receive a payment. Assumes most will be using a CLABE or domestic wire transfer.
- Project management assumes 85 hours at a blended rate of \$125 per hour. Includes summary reporting on a weekly basis and all requested declarations.
- Qualified Settlement Fund assumes 6 months. Price tax reporting both state and federal returns. All bank fees are included in pricing.
- Disbursement includes positive pay "anti-fraud" features.



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EXHIBIT 3

Data Security & Information Privacy

Approved Date	November 13, 2024
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	November 8, 2024
Current Version	3.0

I. Overview

Atticus Administration, LLC (“Atticus”), in fulfilling the requirement as a third-party administrator under the terms of a court order and/or settlement agreement for specific court class action cases, is required to encrypt data considered {PROTECTED} or {RESTRICTED} including, but not limited to: Personally Identifiable Information (PII), Protected Health Information (PHI), credit card numbers, passwords, intellectual property, budget or contract proposals, legal correspondence and research and development information. This document contains policy and technical controls pertaining to Data Security and Information Privacy in order to protect the confidentiality and integrity of client data, protected data, or restricted data.

II. Scope

This policy applies to all company employees, temporary employees, contractors, consultants, vendors, service providers, partners, affiliates, third parties or any other person or entity authorized to utilize Atticus Administration’s information system resources. Accordingly, this policy also applies to all information systems, hardware, software, applications, network devices, data, media, and paper files at Atticus Administration and any approved third-party facilities.

III. Roles and Responsibilities

Name	Role	Responsibility
James Hardy	CFO, COO	Data Protection Officer
Joel Prest	Director of IT	Privacy Manager; Incident Response Manager
Veracity	MSP	IT Infrastructure Management; Software Patching
Target Defense	MRSP	Level 1 SOC; Managed Detection and Response

IV. Policy

1. Data Governance

Atticus is committed to protecting and safeguarding the data that it collects and recognizes this data as a critical asset. Atticus maintains a tiered data governance structure, managed by the Director of Information Technology and enforced by Atticus executive leadership, that governs individual Users access to data. This governance structure is further maintained through enforced processes, standards, and procedures to ultimately ensure appropriate use of data and/or management of data.

2. Internal Use of Data

Any client data and class member data records that Atticus collects, and stores are used only to fulfill Atticus' requirement as a third-party administrator under the terms of the Case Court Documents. This information is only available to Users as set forth by Atticus' tiered data governance structure.

3. External Use and Disclosure of Data

Atticus follows the direction and instructions outlined in the Case Court Documents for handling class member data records. All sensitive and non-public client data, class member data, and information for a case that is provided to Atticus, is the property of Atticus and may not be shared, used, or otherwise communicated outside of Atticus or outside the scope of the project. In cases where a contractor partner is used, only those who have been approved and authorized by Atticus management and have a privacy policy (or data security policy) consistent with Atticus' Data Security & Information Privacy Policy are allowed to be used.

4. Data Collection and Retention

Electronic transmission, delivery or receipt of sensitive data is only permitted using SFTP technology. Delivery or receipt of hardcopy sensitive data is only permitted using the US Mail System or a courier as approved by Atticus management. Atticus complies with all state and federal regulations that apply to data security. Once a case has closed, Atticus will destroy all hardcopy documents containing sensitive data within twelve months. Regarding all electronic case data (including sensitive data), Atticus maintains this data for up to five years following the closure of the case. In the event Court Case Documents specify unique data retention/return requirements, those requirements shall prevail over Atticus' standard retention/return policy.

5. Computing Devices and Access to Atticus Information Database and Network

Only Atticus IT approved devices may be used to access Atticus' information database and network. All devices must be protected with an employee's user access level systems username and password required at the time the device is powered on.

Access to database and network information must be authenticated using two-factor authentication.

Sensitive data shall not be stored on the device. However, in the event there is no alternative to device storage, all sensitive data must be encrypted with password protection. Atticus prohibits the use of public cloud storage for any client specific data.

Unattended devices must be logged out and locked when unattended, and additionally configured to automatically be logged out of and screen locked after 10 minute or more of inactivity.

All devices that access Atticus' information database and network infrastructure shall have active and up-to-date anti-malware and firewall protection.

6. Data Classification

Atticus Administration classifies sensitive information as {PROTECTED} or {RESTRICTED} depending on the sensitivity type. All data containing sensitive information must be properly transmitted and encrypted in accordance with Atticus Administration's data encryption standards. Atticus maintains an inventory of all systems where client or sensitive data is stored. The client and sensitive data includes, but not exclusive to:

- Personally Identifiable Information (PII)
- Protected Health Information (PHI)
- Credit Card Numbers
- Passwords
- Intellectual Property
- Budget or Contract Proposals
- Legal Correspondence
- Research and Development Information

7. Data Encryption Standards

a. Cryptographic Control Use

Cryptographic controls must be utilized for sensitive information classified by Atticus Administration as {PROTECTED} or {RESTRICTED} including, but not limited to: Personally Identifiable Information (PII), Protected Health Information (PHI), credit card numbers, passwords, intellectual property, budget or contract proposals, legal correspondence, and research and development information.

All encryption mechanisms utilized by Atticus must be authorized by the Privacy Manager before use.

Users must not attempt to utilize any form of cryptography, including, but not limited to, encryption, digital signatures, and digital certificates, which has not been approved and installed/implemented by an authorized agent of Atticus Administration.

The use of all encryption mechanisms must meet relevant regulatory and legal requirements, including any import/export restrictions or government requirements specific to the use of cryptographic software.

a. Cryptographic Control Standards

Cryptographic controls must only use secure cipher suites to protect data in transit and at rest. Any cipher suites that are considered vulnerable or deprecated through cybersecurity intelligence, reputable industry standards publishers (such as NIST), or flagged as a finding through vulnerability scanning are prohibited from use. The Data Protection Officer has final authority to approve or deny the use of any cipher suites or cryptographic control implementations on an as-needed basis.

b. Encryption in Transit

All sensitive information classified by Atticus Administration as PROTECTED or RESTRICTED including, but not limited to, PII, PHI, credit card numbers, passwords, and research and development information, must be encrypted when transmitted externally to or from Atticus Administration's information system boundaries. Access to protected or restricted data stored on Atticus Administration's servers must be done through secure, encrypted communications protocols such as TLS 1.3 (EDH or DHE) and TLS 1.2 (ECDHE with DHE as a fallback).

c. Encryption at Rest

All sensitive information classified by Atticus Administration as PROTECTED or RESTRICTED including, but not limited to PII, PHI, credit card numbers, and passwords, must be encrypted at rest using Full Disk Encryption technology or Virtual Disk Encryption. When feasible, hardware-backed encryption must be utilized over software encryption.

Atticus Administration requires IT endpoints that could store or transmit sensitive data to utilize Full Disk Encryption or Azure Server-Side Encryption (SSE).

In addition, Atticus Administration may implement File-based encryption for sensitive files at-rest on a per-client basis to provide additional data protection.

8. Key Management Standards

Atticus Administration utilizes Azure Key Vault with HSM-backed (hardware security module) Customer Managed Keys (CMK) for Server-side Encryption (SSE) in accordance with Microsoft's published guidance for secure best practices. Accordingly, all data on the servers is encrypted using 256-bit AES and is FIPS 140-2 compliant.

Atticus Administration partners with a Managed Service Provider (MSP) to restrict access to the Azure Key Vault so that only the small number of staff requiring access for job duty or function with Infrastructure Management and Configuration are given access to keys.

9. Data Backup and Recovery

Atticus Administration partners with a Managed Service Provider (MSP) for administration of automated data backups for critical servers and IT infrastructure.

10. Breaches in Security and Privacy Violation

Breaches in security, whether actual or suspected, must be reported immediately to the Incident Response Manager. The Incident Response Manager and executive management will execute Atticus Administration's Incident Response Plan to assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.

If the Incident Response Manager and/or executive management is made aware a User has failed to comply with Atticus' Data Security & Information Privacy Policy, they will identify and apply appropriate consequences to the User. The consequences may be as severe as termination of employment or termination of contract and/or further legal action. If there is a concern about a breach involving the Incident Response Manager, concerns should be immediately directed to the Chief Operating Officer.

If there is a data breach with a vendor/contractor, the contractor must comply with all applicable state and federal laws that require the notification to individuals (or other affected parties) in the event of unauthorized release of sensitive personal information or confidential data. Contractors must notify Atticus within 24 hours of the incident. Atticus reserves all rights to act under the terms of any applicable contract, including indemnification and/or termination of the contract.

V. Enforcement

Any User found to have violated this policy may be subject to disciplinary action. Such action may be as severe as termination of employment or termination of contract and/or further legal action.

VI. Distribution

This policy is to be distributed to all users.

VII. Policy History

Version	Date	Description	Approved By
8.0	11/13/2024	Policy Update	Joel Prest – Director of Information Technology James Hardy – CFO/COO
7.0	10/12/2023	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
5.0	10/15/2021	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
4.0	11/10/2020	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
3.0	11/14/2019	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
2.0	11/5/2018	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO