

CLASS ACTION, COLLECTIVE ACTION, AND PAGA SETTLEMENT AGREEMENT

This Class Action, Collective Action, and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Sarah Padron, Lori Heuser, and Ryan Willis (“Plaintiffs”), and Defendants AMI Expeditionary Healthcare, LLC; AMI Expeditionary Healthcare (USA), LLC (collectively “AMI”); and Dignity Community Care (“Dignity”) (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Sarah Padron et al. v. AMI Expeditionary Healthcare, LLC, et al.*, Case # 21STCV43932 initiated on December 2, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all former independent contractors working for Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, and/or Dignity Community Care in the State of California as Registered Nurses, CCRNs, Certified Nursing Assistants, ICU Nurses, Clinical PMOs, Nurse Practitioners, Licensed Practicing Nurses, Respiratory Therapists, Emergency Medical Technicians (EMTs), Paramedics, Ward Administrators, Project Managers, Case Managers, Case Workers, Logisticians, and Team Leads at any time during the PAGA Period. By using the term “Aggrieved Employee,” Defendants do not concede that Plaintiffs or the Class were misclassified as independent contractors.
- 1.5 “Class” means all former independent contractors working for Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, and/or Dignity Community Care in the State of California as Registered Nurses, CCRNs, Certified Nursing Assistants, ICU Nurses, Clinical PMOs, Nurse Practitioners, Licensed Practicing Nurses, Respiratory Therapists, Emergency Medical Technicians (EMTs), Paramedics, Ward Administrators, Project Managers, Case Managers, Case Workers, Logisticians, and Team Leads at any time during the Class Period.

- 1.6 “Class Counsel” means Caleb Marker, David Cialkowski, and Jeff Westerman of Zimmerman Reed LLP and Michael Bononi of the Bononi Law Group, LLP. Zimmerman Reed LLP shall further be designated as “Lead Counsel” and entitled to an award of attorneys’ fees.
- 1.7 “Class Counsel Fees Payment” means the amounts allocated to Zimmerman Reed LLP as Lead Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.8 “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.9 “Class Data” means Class Member identifying information in AMI’s possession including the Class Member’s name, last-known mailing address, Social Security number (to the extent known by Defendants), the number of Class Period Workweeks, PAGA Pay Periods, and Overtime Score.
- 1.10 “Class Member” or “Settlement Class Member” means a person meeting the criteria of the Class definition in Paragraph 1.5, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee, who has not entered into a prior individual settlement agreement with Defendants prior to approval of the Agreement that releases the same claims alleged in the Action).
- 1.11 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.
- 1.13 “Class Period” means the period from March 15, 2020, to March 1, 2021.
- 1.14 “Class Representative” means each of the named Plaintiffs in the Operative Complaint (defined in Paragraph 2.1) in the Action seeking Court approval to serve as a Class Representative.
- 1.15 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

- 1.16 “Court” means the Superior Court of California, County of Los Angeles.
- 1.17 “Defendants” means named Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC and Dignity Community Care.
- 1.18 “Defense Counsel” means Chad Greeson and Daniel XuLi of Littler Mendelson P.C. on behalf of AMI Defendants, and Richard J. Simmons, Jason W. Kearnaghan, and Hilary Habib of Sheppard, Mullin, Richter & Hampton LLP on behalf of Defendant Dignity.
- 1.19 “Effective Date” of the Settlement will be after Court enters Final Approval and the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date for filing an appeal and no such appeal being filed; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.
- 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23 “Gross Settlement Amount” means One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) which is the total amount AMI agrees to pay under the Settlement on behalf of itself and all other Defendants except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, and Administration Expenses Payment.
- 1.24 “Individual Class Payment” means the greater of the amount determined by each individual Participating Class Member’s Overtime Score multiplied by the Pro Rata Fraction or Three Hundred Dollars and Zero Cents (\$300.00).
- 1.25 “Individual PAGA Payment” means the amount determined by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties in the amount of \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.

- 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29 “Estimated Overtime Maximum” means One Million, Three Hundred and Thirty-Seven Thousand, Five Hundred and Fifteen Dollars (\$1,337,515.00).
- 1.30 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.31 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32 “Overtime Score” means the difference between the total wages, including straight time and overtime, earned by the Participating Class Member based on the reported hours worked on a per-Workweek basis, and the total wages calculated solely as straight time for those same hours.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, 2699, *et seq.*).
- 1.34 “PAGA Notice” means Plaintiff Padron’s letter to AMI and the LWDA dated September 8, 2021, and Plaintiffs Heuser’s and Willis’ letters to AMI and Dignity Health and the LWDA dated June 15, 2021, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 “PAGA Pay Period” means any semi-monthly period for which AMI provided compensation to an Aggrieved Employee during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.36 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$40,000), allocated 25% to the Aggrieved Employees (\$10,000), and the 75% to LWDA (\$30,000) in settlement of PAGA claims.
- 1.37 “PAGA Period” means the period from June 15, 2020, to March 1, 2021.

- 1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39 “Plaintiffs” means Sarah Padron, Lori Heuser and Ryan Willis, the named plaintiffs in the Action.
- 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41 “Pro Rata Fraction” means the amount determined by dividing the Net Settlement Amount by the Estimated Overtime Maximum.
- 1.42 “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43 “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.44 “Released Parties” means and refers to: AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, AMI Health, and AMI Expeditionary Healthcare, AMI Federal Services, Inc., Dignity Community Care, Dignity Health, Dignity Health Medical Foundation, CommonSpirit Health and each of their agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, common law employers, potential and alleged common law employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.
- 1.45 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. The Class Member will still be bound by the PAGA release.
- 1.46 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class

Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.47 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.48 “Workweek” means any calendar week (i.e., a week beginning with Sunday and ending with Saturday), in which a Class Member worked for Defendants at least one day, during the Class Period.

2. RECITALS.

- 2.1 On December 2, 2021, Plaintiff Sarah Padron commenced this Action by filing a Complaint alleging causes of action against AMI for alleged misclassification of Sarah Padron as an independent contractor claiming she was denied proper payment of wages for all hours worked (including overtime), meal and rest breaks, proper wage statements, expense reimbursement, payment of all wages owed upon separation from employment, and PAGA penalties (“Complaint”). On May 2, 2023, Plaintiffs filed a First Amended Complaint amending the Complaint to include Plaintiffs Heuser and Willis as Plaintiffs, adding Dignity as a Defendant, and adding causes of action for alleged unlawful failure to pay wages, unlawful receipt of wages, and violation of the Fair Labor Standards Act (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to AMI, Dignity and the LWDA by sending PAGA Notices.
- 2.3 On September 28, 2022, the Parties participated in an all-day mediation presided over by Gig Kyriacou which led to this Agreement to settle the Action.
- 2.4 Prior to the mediation and negotiating the Settlement, Plaintiffs obtained, through informal discovery, Defendants’ policies relevant to the issues in dispute, Plaintiffs’ personnel and payroll records, and class data for the entire class period (time records and pay records). Defendants also provided information about the project work at various locations and the job roles filled by the workers. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.5 The Court has not granted class certification of the Operative Complaint.
- 2.6 Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. AMI, on behalf of itself and all Defendants, promises to pay One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions (defined in Paragraph 3.2.5) of the Individual Class Payments. AMI and the other Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member) (not to exceed \$30,000.00 total). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payments shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
 - 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be Five Hundred Thousand Dollars (\$500,000.00), and Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand

Dollars and Zero Cents (\$25,000.00), subject to further proof to the Court based upon evidence of costs submitted to the Court. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. A reduction by the Court of either the Class Counsel Fees Payment(s) and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$10,415.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses are less or the Court approves payment less than \$10,415.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated as provided in Paragraph 1.24 or Three Hundred Dollars and Zero Cents (\$300.00), whichever is greater.
- 3.2.5 Tax Allocation of Individual Class Payments. Participating Class Members' Individual Class Payments will be designated as 20% wages ("Wage Portion"), 40% interest ("Non-Wage Portion"), and 40% penalties ("Non-Wage Portion"). The Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed as the "Wage Portion" and an IRS Form 1099 for the amounts deemed as the Non-Wage Portions. The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. AMI will be responsible for the employer's share of taxes owed for payment of W-2 wages. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- 3.2.6 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive Individual PAGA Payments as defined below.
- 3.2.7 To the LWDA and Aggrieved Employees: The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount as PAGA Penalties. 75% of the PAGA Penalties (i.e., \$30,000.00) shall be paid directly to the LWDA. The remaining 25% of the PAGA Penalties (i.e., \$10,000.00) shall be allocated to Aggrieved Employees payment made as an Individual PAGA Payment as calculated under Paragraph 1.25.
- 3.2.7.1. The Administrator will calculate each Individual PAGA Payment as defined in Paragraph 1.25. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.7.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, AMI estimates there are 200 Class Members who collectively worked a total of 1,333 Workweeks, and 143 Aggrieved Employees who worked a total 441 PAGA Pay Periods.
- 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, AMI will deliver the Class Data to the Administrator and Class Counsel, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator and Class Counsel must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator and Class Counsel employees who need access to the Class Data to effect and perform under this Agreement. AMI has a continuing duty to immediately notify the Administrator and Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as

reasonably feasible. Without any extension of the deadline by which AMI must send the Class Data to the Administrator and the Class Counsel, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. AMI shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay AMI's share of payroll taxes on the wage portion of the putative class member's Individual Class Payment by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 calendar days after AMI funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. On the back of the check, immediately under the endorsement line, the following text shall prominently and clearly appear: "By endorsing this check, I hereby release my personal claim in *Sarah Padron et al. v. AMI Expeditionary Healthcare, LLC, et al.*, Case No. 21STCV43932, pending in Superior Court of the State of California, County of Los Angeles, under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and affirm that through this and other payments I have been correctly paid for all time worked." The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 Individual Class Payments shall remain valid and negotiable for One Hundred And Eighty (180) days from the date of their issuance. If there are uncashed checks following this period, the uncashed funds shall escheat to the State of California Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member whose check went uncashed thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate AMI to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when AMI fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which is defined above in section 1 and specifically includes all named Defendants as well as Dignity Community Care, Dignity Health, Dignity Health Medical Foundation, and CommonSpirit Health) from any and all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their alleged employment with Defendants and their compensation while so employed (“Plaintiffs’ Release”). This includes but is not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs’ PAGA Notices, or ascertained during the Actions and released as “Released Class Claims” under 5.3, below. Plaintiffs’ Release also includes releasing and discharging Released Parties all

claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA); and the law of contract and tort. The Plaintiffs' Release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. The specific terms of Plaintiffs' Release will be detailed in stand-alone, confidential, individual settlement and release agreements, which shall not be filed publicly, but can be made available to the court for in camera review if necessary.

- 5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.3 Release by Participating Class Members: Plaintiffs and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the "Released Class Claims." The Released Class Claims include (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in any of the complaints filed in the Action and ascertained in the course of the Action including, arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action or that was or could have been raised in Heuser, Willis, or Padron's PAGA Notices to the LWDA, based on the facts and claims alleged. The Released Class Claims also include, but are not limited to, all claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the

regular rate of pay; wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed, short, late, incomplete, or otherwise noncompliant meal period and rest-periods; missed meal period and rest-period wages; the calculation of meal and rest period premiums at the regular rate of pay; meal period waivers; payment for all hours worked, including off-the-clock work; misclassification; improper wage statements; deductions; failure to keep accurate records; failure to issue semimonthly payments; failure to pay timely wages; failure to pay final wages; reimbursement for all necessary business expenses; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties and waiting-time penalties; unlawfully collecting or receiving wages; and attorneys' fees and costs. The Released Class Claims further include all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 205, 205.5, 206, 210, 212, 215, 216, 218, 218.5, 218.6, 221-223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 510, 511, 512, 515, 516, 550, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, et seq., 2699.3, and 2699.5.), 2800, 2802; the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code sections 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3288, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Plaintiffs and Participating Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action, as amended, for purposes of the FLSA and, as to those Participating Class Members, the Released Class Claims include any and all claims the Participating Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Action, as amended, or that could have been alleged based on the facts alleged. Only those Participating Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. To secure releases of the FLSA claims, FLSA release language will be added to the checks that class members will need to sign to receive their benefits. Upon entry of Judgment, Class Members are precluded from filing a wage and hour action

under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

- 5.4 **Release by Aggrieved Employees:** All Aggrieved Employees, including both Participating and Non-Participating Class Members, shall be bound by the release of PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, including the LWDA and state of California, shall release the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices, and ascertained in the course of the Action, from including but not limited to, claims relating to alleged violations of for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed, short, late, incomplete, or otherwise noncompliant meal period and rest-periods; missed meal period and rest-period wages; the calculation of meal and rest period premiums at the regular rate of pay; meal period waivers; payment for all hours worked, including off-the-clock work; misclassification; improper wage statements; deductions; failure to keep accurate records; failure to issue semimonthly payments; failure to pay timely wages; failure to pay final wages; reimbursement for all necessary business expenses; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties and waiting-time penalties; unlawfully collecting or receiving wages; and attorneys' fees and costs (collectively, the "Released PAGA Claims"). The Released PAGA Claims also include all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 205, 205.5, 206, 210, 212, 215, 216, 218, 218.5, 218.6, 221-223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 510, 511, 512, 515, 516, 550, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, et seq., 2699.3, and 2699.5.), 2800, 2802; and the Wage Orders of the California Industrial Welfare Commission. The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.
- 5.5 **Release by Defendants.** Defendants and their respective representatives, agents, attorneys, successors, and assigns generally, release and discharge Plaintiffs, the

Participating Class Members, and their attorneys, beneficiaries, successors and assigns, from any claims related to the filing or maintenance of the Action (“Defendants’ Release”). This Defendants’ Release excludes the release of claims not permitted by law. This Defendants’ Release does not extend to any claims or actions to enforce this Agreement. Defendants acknowledge that Defendants may discover facts or law different from, or in addition to, the facts or law that Defendants now know or believe to be true but agree, nonetheless, that Defendants’ Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Defendants’ discovery of them.

5.6 **Released Parties’ Waiver of Rights Under California Civil Code Section 1542.**

For purposes of the Released Parties’ Release, Released Parties expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 **AMI’s Declaration in Support of Preliminary Approval.** Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and their Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and *Cy Pres* Recipient. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 **Plaintiffs’ Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential

conflicts of interest with Class Members and the proposed *Cy Pres* Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator and the proposed *Cy Pres* Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)), and notice of final settlement and approval; (vi) a red lined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the *Cy Pres* Recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected the Administrator defined herein to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. The Administrator's bid is fair because the Administrator is

experienced in administering settlements of this nature and the Administration Expenses Payment is reasonable based on the experience of the Parties' counsel. A listing of the Administrator's qualifications and experience, including the Administrator's procedures in place to protect the security of Class Data and adequate insurance in the event of a data breach or defalcation of Settlement funds, is attached to this Agreement as **Exhibit B-1** (Curriculum Vitae), **Exhibit B-2, B Exhibit B-3** (Declaration of Christopher Longley).

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, PAGA Pay Periods and Overtime Scores in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as **Exhibit A**. The second and third page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payments. The release of claims identified in Paragraph 5.4 of this Agreement include all PAGA claims that could have been premised on the facts alleged in Plaintiffs' PAGA Notices, and Non-Participating Class Members who are Aggrieved Employees will release PAGA claims even if Class Members submit a timely and valid Request for Exclusion.
- 7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 calendar days after the Administrator's mailing of the Class Notice (plus an additional 14 calendar day for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website, suitably protected with logins and passwords or similar two-factor authentication, to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator will maintain and monitor a settlement website to post such information set forth in this subsection (the "Website"). Notice to Class Members of any change of the date or location for the Final Approval Hearing will be provided on the Website.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel and Class Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned

undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Workweek and Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than 14 calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Administrator. Within 10 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, AMI agrees it shall remain responsible for paying all Administration Expenses Payment incurred to that point. AMI must notify Class Counsel and the Court of its election to withdraw not

later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment

becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability. Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Released Parties that any of the allegations in the Operative Complaint have merit or that the Released Parties have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, AMI Dignity, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other

entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, AMI, Dignity, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs, AMI, and Dignity, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim,

demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 11.8 No Tax Advice. Plaintiffs, Class Counsel, AMI, Dignity and Defense Counsel are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by AMI in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from AMI unless, prior to the Court's discharge of the Administrator's obligation, AMI makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiffs:

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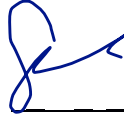
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Facsimile (213) 443-2705

- 11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 11.20 Prior Settlements. Any Class Members who entered into an individual written settlement agreement with Defendants prior to final approval of the Settlement to release the same claims alleged in the Action, including but not limited to any prior settlement of an agency proceeding or civil matter, or any settlement or severance agreement containing a general release of claims, shall be excluded as Class Members and shall have no right to participate in the Settlement as set forth in this Agreement.
- 11.21 Neutral Employment Reference. In the event that any potential or future employers of Plaintiffs' request a reference regarding Plaintiffs' work for Defendants, the Defendants shall only provide Plaintiffs' dates of work for Defendants and their respective job roles during their work for Defendants. Defendants shall not refer to the Action or this Settlement.

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the Parties and the representatives of the Parties execute this Agreement below.

PLAINTIFFS

DATED: 05/03/2024



Plaintiff SARAH PADRON

DATED: 05/07/2024



Plaintiff LORI HEUSER

DATED: 05/04/2024



Plaintiff RYAN WILLIS

DEFENDANTS

DATED:

AMI Expeditionary Healthcare, LLC

Name: _____

Title: _____

DATED:

AMI Expeditionary Healthcare (USA), LLC

Name: _____

Title: _____

DATED:

Dignity Community Care

Name: _____

Title: _____

APPROVAL BY COUNSEL AS TO FORM ONLY:

DATED: 05/08/2024



ZIMMERMAN REED LLP
David Cialkowski
Attorneys for Plaintiff SARAH PADRON

DATED: 05/06/2024



BONONI LAW GROUP, LLP
Michael J. Bononi
Attorneys for Plaintiffs LORI HEUSER and RYAN
WILLIS

DATED:

LITTLER MENDELSON
Chad Greeson
Daniel XuLi
Attorneys for Defendants
AMI EXPEDITIONARY HEALTHCARE, LLC
AMI EXPEDITIONARY HEALTHCARE (USA),
LLC

DATED:

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP
Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
Attorneys for Defendant DIGNITY COMMUNITY
CARE

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the Parties and the representatives of the Parties execute this Agreement below.

PLAINTIFFS

DATED: 05/03/2024



Plaintiff SARAH PADRON

DATED: 05/07/2024



Plaintiff LORI HEUSER

DATED: 05/04/2024



Plaintiff RYAN WILLIS

DEFENDANTS

DATED: 05/28/2024



AMI Expeditionary Healthcare, LLC

Name: SCOTT GIBERSON

Title: CEO

DATED: 5/20/24



AMI Expeditionary Healthcare (USA), LLC

Name: SCOTT GIBERSON

Title: CEO, AMI USA

DATED:

Dignity Community Care

The foregoing sets forth all the material terms of the Settlement and supersedes all prior settlement discussions. In agreement of the foregoing, the Parties and the representatives of the Parties execute this Agreement below.

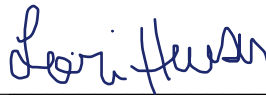
PLAINTIFFS

DATED: 05/03/2024



Plaintiff SARAH PADRON

DATED: 05/07/2024



Plaintiff LORI HEUSER

DATED: 05/04/2024



Plaintiff RYAN WILLIS

DEFENDANTS

DATED:

AMI Expeditionary Healthcare, LLC

Name: _____

Title: _____

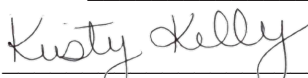
DATED:

AMI Expeditionary Healthcare (USA), LLC

Name: _____

Title: _____

DATED: 05/28/2024



Dignity Community Care

Name: Kristy Kelly

Title: System SVP People Strategy & Organization Effectiveness

APPROVAL BY COUNSEL AS TO FORM ONLY:

DATED: 05/08/2024



ZIMMERMAN REED LLP
David Cialkowski
Attorneys for Plaintiff SARAH PADRON

DATED: 05/06/2024



BONONI LAW GROUP, LLP
Michael J. Bononi
Attorneys for Plaintiffs LORI HEUSER and RYAN
WILLIS

DATED: 05/31/2024



LITTIER MENDELSON
Chad Greeson
Daniel XuLi
Attorneys for Defendants
AMI EXPEDITIONARY HEALTHCARE, LLC
AMI EXPEDITIONARY HEALTHCARE (USA),
LLC

DATED:

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP
Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
Attorneys for Defendant DIGNITY COMMUNITY
CARE

Name: _____

Title: _____

APPROVAL BY COUNSEL AS TO FORM ONLY:

DATED: 05/08/2024



ZIMMERMAN REED LLP
David Cialkowski
Attorneys for Plaintiff SARAH PADRON

DATED: 05/06/2024



BONONI LAW GROUP, LLP
Michael J. Bononi
Attorneys for Plaintiffs LORI HEUSER and RYAN
WILLIS

DATED:

LITTLER MENDELSON
Chad Greeson
Daniel XuLi
Attorneys for Defendants
AMI EXPEDITIONARY HEALTHCARE, LLC
AMI EXPEDITIONARY HEALTHCARE (USA),
LLC



DATED: June 4, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP
Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
Attorneys for Defendant DIGNITY COMMUNITY
CARE

COURT APPROVED NOTICE OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

In the matter of *Sarah Padron et al. v. AMI Expeditionary Healthcare, LLC, et al.* Case No.21STCV43932, pending in Superior Court of the State of California, County of Los Angeles (referred to herein as the “Action”).

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from this Action, a class action lawsuit against AMI Expeditionary Healthcare, LLC (“AMI Healthcare”) and AMI Expeditionary Healthcare, LLC; AMI Expeditionary Healthcare (USA), LLC (collectively “AMI”); and Dignity Community Care (“Dignity”) (collectively “Defendants”) for alleged wage and hour violations due to misclassification of certain workers as independent contractors. The Action was filed by Sarah Padron, Lori Heuser, and Ryan Willis (collectively “Plaintiffs”) and seeks (1) payment of back wages and other relief for a class of all former independent contractors working for Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, and/or Dignity Community Care in the State of California as Registered Nurses, CCRNs, Certified Nursing Assistants, ICU Nurses, Clinical PMOs, Nurse Practitioners, Licensed Practicing Nurses, Respiratory Therapists, Emergency Medical Technicians (EMTs), Paramedics, Ward Administrators, Project Managers, Case Managers, Case Workers, Logisticians, and Team Leads at any time during the Class Period from March 15, 2020, to March 1, 2021 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all former independent contractors working for Defendants AMI Expeditionary Healthcare, LLC, AMI Expeditionary Healthcare (USA), LLC, and/or Dignity Community Care in the State of California as Registered Nurses, CCRNs, Certified Nursing Assistants, ICU Nurses, Clinical PMOs, Nurse Practitioners, Licensed Practicing Nurses, Respiratory Therapists, Emergency Medical Technicians (EMTs), Paramedics, Ward Administrators, Project Managers, Case Managers, Case Workers, Logisticians, and Team Leads at any time during the PAGA Period from June 15, 2020, to March 1, 2021 (“Aggrieved Employees”). This settlement excludes any Class Members or Aggrieved Employees who separately entered into a release of claims with Defendants prior to final approval of this settlement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring AMI to fund Individual Class Payments, and (2) a PAGA Settlement requiring AMI to fund Individual PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on AMI Healthcare’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to AMI’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on AMI's records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires AMI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. **You cannot opt-out of the PAGA portion of the proposed Settlement.**

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED].	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. AMI must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED].	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks and/or PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED].	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks and pay periods you worked during the Class Period. The number of Class Period Workweeks you worked according to AMI's records are stated on the first page of this Notice. If you disagree with this calculation, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former AMI workers who were classified by AMI as independent contractors while working at a Dignity medical facility. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under

the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Zimmerman Reed (“Class Counsel”) and The Bononi Law Group.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced and neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) AMI has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. AMI Will Pay \$1,500,000.00 as the Gross Settlement Amount (“Gross Settlement”). AMI has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay Individual Class Payments, Individual PAGA Payments, the California Labor and Workforce Development Agency (“LWDA”) PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, and Administration Expenses Payment. Assuming the Court grants Final Approval, AMI will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date upon which the time for appeal of the Court’s entry of Judgment expires, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$500,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$10,000.00 each to Plaintiffs Sarah Padron, Lori Heuser and Ryan Willis as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. Plaintiffs will also receive Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,415.00 to the Administrator for services administering the Settlement.
- D. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$30,000.00) and 25% in Individual PAGA Payments to the Aggrieved Employees (\$10,000.00) based on their number of PAGA Pay Periods worked.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members. Individual Class Payment is the greater of the amount determined by each individual Participating Class Member's Overtime Score multiplied by the Pro Rata Fraction or \$300.00.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. All employer payroll taxes owed on the Wage Portion will be paid by AMI. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Individual Class Payments or Individual PAGA Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Individual Class Payments or Individual PAGA Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you

should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, approximate dates of employment, and social security number for verification purposes, and a simple statement electing to be excluded from the Settlement. Be sure to personally sign your request and identify the Action as *In Re: Padron et al. v. AMI Expeditionary Healthcare et al.* Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will Be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: AMI will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Atticus Administration, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over the Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and AMI has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Plaintiffs and all Participating Class Members, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the “Released Class Claims.” The Released Class Claims include (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in any of the complaints filed in the Action and ascertained in the course of the Action including, arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action or that was or could have been raised in Heuser, Willis, or Padron’s PAGA Notices to the LWDA, based on the facts and claims alleged. The Released Class Claims also include, but are not limited to, all claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed, short, late, incomplete, or otherwise noncompliant meal period and rest-periods; missed meal period and rest-period wages; the calculation of meal and rest period premiums at the regular rate of pay; meal period waivers; payment for all hours worked, including off-the-clock work; misclassification; improper wage statements; deductions; failure to keep accurate records; failure to issue semimonthly payments; failure to pay timely wages; failure to pay final wages; reimbursement for all necessary business expenses; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties and waiting-time penalties; unlawfully collecting or receiving wages; and attorneys’ fees and costs. The Released Class Claims further include all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 205, 205.5, 206, 210, 212, 215, 216, 218, 218.5, 218.6, 221-223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 510, 511, 512, 515, 516, 550, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, et seq., 2699.3, and 2699.5.), 2800, 2802; the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code sections 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3288, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

Plaintiffs and Participating Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action, as amended, for purposes of the FLSA and, as to those Participating

Class Members, the Released Class Claims include any and all claims the Participating Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Action, as amended, or that could have been alleged based on the facts alleged. Only those Participating Class Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. To secure releases of the FLSA claims, FLSA release language will be added to the checks that class members will need to sign to receive their benefits. Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and AMI has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, including both Participating and Non-Participating Class Members, shall be bound by the release of PAGA Claims and shall receive a pro rata portion of 25% of the PAGA Penalties. All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, including the LWDA and state of California, shall release the Released Parties from all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notices, and ascertained in the course of the Action, from including but not limited to, claims relating to alleged violations of for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed, short, late, incomplete, or otherwise noncompliant meal period and rest-periods; missed meal period and rest-period wages; the calculation of meal and rest period premiums at the regular rate of pay; meal period waivers; payment for all hours worked, including off-the-clock work; misclassification; improper wage statements; deductions; failure to keep accurate records; failure to issue semimonthly payments; failure to pay timely wages; failure

to pay final wages; reimbursement for all necessary business expenses; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties and waiting-time penalties; unlawfully collecting or receiving wages; and attorneys' fees and costs (collectively, the "Released PAGA Claims"). The Released PAGA Claims also include all claims related to the Released Class Claims arising under: the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203, 204, 204.1, 204.2, 205, 205.5, 206, 210, 212, 215, 216, 218, 218.5, 218.6, 221-223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 510, 511, 512, 515, 516, 550, 551, 552, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698, 2699, et seq., 2699.3, and 2699.5.), 2800, 2802; and the Wage Orders of the California Industrial Welfare Commission. The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by calculating each individual Class Member's "Overtime Score," which is the difference between the total wages, including straight time and overtime, earned by the Participating Class Member based on the reported hours worked on a per-Workweek basis, and the total wages calculated solely as straight time for those same hours. Each Participating Class Member's Overtime Score will be multiplied by the Pro Rata Fraction, which is determined by dividing the Net Settlement Amount by the Estimated Overtime Maximum. Participating Class Members will receive the amount determined by the product of the Overtime Score and the Pro Rata Fraction, or Three Hundred Dollars (\$300), whichever is greater.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties in the amount of \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
3. **Challenges.** You may challenge the Workweeks and PAGA Pay Periods credited to you. The number of Workweeks and the PAGA Pay Periods worked during the PAGA Period, as recorded in AMI's records, are stated in the second and third page of this Notice. You have until [REDACTED] to challenge the Workweeks and PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept AMI's calculation of Workweeks and PAGA Pay Periods based on AMI's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweeks and PAGA Pay Periods

challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and AMI's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement by fax, email, or mail. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *In Re: Padron et al. v. AMI Expeditionary Healthcare et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion

for Final Approval and/or Motion for Class Counsel Fees Payment and Class Litigation Expenses Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *In Re: Padron et al. v. AMI Expeditionary Healthcare et al.* and include your name, current address, telephone number, and approximate dates of work for AMI in California during the Class Period and/or PAGA period and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at (time) in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED] (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui> and entering the Case Number for the Action, Case No. 21STCV43932. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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(612) 341-0400 Telephone

Settlement Administrator:

Name of Company: Atticus Administration, LLC.

Email Address: clongley@atticusadmin.com

Mailing Address: 1250 Northland Drive, Suite 240, Mendota Heights, MN 55120

Telephone: 1-844-728-8428

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

CURRICULUM VITAE**About Atticus Administration LLC**

Founded in August 2016, Atticus has administered over 900 settlements and has distributed more than \$1.04 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	
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
Ashe v Farmers Insurance Group

Astorga v Bosman Dairy
Athan 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

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

Bilberry v Hardy Window Co.
Birbower v Quorn Foods

Biscardi v GEICO 216b Notice
Blackburn v APTIM
Blofstein v Michael's Family Restaurant
BMC West case
Boehm v BMW
Bolanos v FSC Corporation

21-CV-05353
18STCV00453
VCU238439-Class
VCU243327 Consolidated
2:17-cv-14220
2017CV288354

37-2020-00000922-CU-OE-
CTL
1881-CV-849
56-2022-00567731-CU-OE-
VTA
RG20082630

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

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

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BC722758

Bonham, et al. v Club Champion LLC	50-2021-CA-008650-XXXX-MB
Bowdle v Kings Seafood	8:21-cv-01784-CJC-JDE
Bowlay-Williams v Google LLC	4:21-cv-09942-FJH
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
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
Choukalas v Cuyahoga County
Christian v Mad Anthonys
Chung v Alliance One
Ciaz v ND Travel Nurses
Cibulka v St. Louis County, MO
Citywide v Gruma Corporation
Clark v Heavy Restaurant Group
Clay v Dart (Cook County Division 6 Cert)
Cole v Orange County
Cole v Orange County Cert
Coley v Eskaton
Colina v Goya Foods
Collins v Dunbar
Collins v Golden Gate Bell
Comofort v Fernandez Brothers
Cook v Window Nation
Corcoran v Herringbone Tavern
Corner v Gregory & Co
Coronado v Flowers Foods
Cosio v IPAA
Cosio v IPAA Cert

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

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

3:19CV01353JCS and
SCV264110
1:18-cv-00588-JG
22-2-03132-8 SEA

17SL-CC04021
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22-2-01864-0-SEA
1:19-cv-02412
8:18-CV-1020-DOC-(KESx)
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34-2014-00171851
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CGC-18-570576

16-350 JCH/KK
CC-16-551337
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19STCV26101
2:21-cv-12226-SJM-DRG

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18-12149-LTS
SOM-L-1433-17
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SEA

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CAM-L-3742-15
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17CV000787
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	
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	
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	19STCV36155
Garcia v RCCB	21CV000871
Garcia v Toro Petroleum Corp	19-2-04498-5 KNT
Gateley v Roman Freight	18-2-00482-3
Gaytan-Mendoza v Taylor Orchards	BC670061
Gelson's Markets Project	2018-CH-04413
George v Schulte Hospitality	19STCV32413
Gil v Luxottica	1:22-cv-434
Gilstrap v Sushanti 216b Cert	
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	
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-RCJ-CBC
Harris v General Motors Corp	
Harris v Georgia Pacific	6:19-cv-06001-RTD
Harris v Wakefield	1722-cc11907
Hawkins v Middle Tennessee Pizza	
Hendrix v. Knight Transport	19-2-03468-8 KNT
Hernandez v Central Valley Community Bank	278857
	Civil Action No: 4:16-cv- 03577
Hernandez v City of Houston	18CV001441
Hernandez v Double Lucky	



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)
Nygaard v Home Advisor	2017-cv-3200
Home Security Settlement	
Hood v Hen Quarter Cert	2:22-cv-00486 DC OH
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 -Hannifin Corporation	
Ibanez v OC Burger Boys	BC662360
Illinois v Mino Automation	2022CH08271
	20-40857 (RLE) AND 20-40858 (RLE)
In re Galileo Learning	
In Re Managed Care Solutions Healthcare	
In Re: Chinos Holdings, Inc (J Crew)	
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
	56-2020-00545162-CU-OE-VTA
Jimenez v San Cristobal Distributing	56-2020-00545162-CU-OE-VTA
	56-2020-00545162-CU-OE-VTA
Jimenez v San Cristobal Distributing BW	
	17CV000875
Jimenez v San Cristobal Distributing Cert	
Jimenez v The Growers Company	
JKM Trading Settlement	
	56-2013-00469494-CUBT-VTA
Johnson v AFAC	
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

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

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
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BC686451

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

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

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

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



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 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)
	37-2016-00010176-CU-BT-
	NC
Medwid v ASAP Holding Co	
Meier's v Prosperity	
Mejia & Devaney v Coast to Coast Commercial LLC	CIVSB2105311 SAN
(Sonic)	BERNARDINO COUNTY
Mendez v A-Line Messenger Service BW	SUPER COURT
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	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
	Civil Action No. 2016-CG-0644
MMT Holdings v City of Dublin, Georgia	
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
Mora v IGT	
Morales v OPARC	
Morel v Goya Foods	2:20-cv-05551-ES-CLW and
Moskowitz v Atlanta Hawks	ESX-L-8192-21
Mullins v Data Management Co	2017-cv-288354
Munoz v Carrollton Springs LLC, ET AL.	1:20-CV-214
Munoz v Norman Window Fashions	4:20-cv-01719
Nava v Marcos Renteria AG Services	20NWCV00279
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
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Nguyen v Market Source	
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	
Medrano v Party City Corporation	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
	37-2020-00003052-CU-OE-NC
Piccolo v Go Jump Oceanside	3:10-cv-10025-BRM-DEA
Pierre-Charles v Consumer Portfolio Services, Inc	17CV02311
Piland v Markwort Sporting Goods (Gameface)	18CV001450
Pina v Nielsen Farms	
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
	30-2020-01175159-CU-OE-CXC
Puglisi v Storm Water Inspections & Maintenance	
Pulido GA Pacific case	
	30-2018-00980426-CU-OE-CJC
Quiroz Franco v Greystone Ridge Condos	2020cv3226
Rael v Red Rocks Credit Union	ESX-1-2017-15
Raff v Safavieh	3:20-cv-03047-WHO
Rahman v Gate Gourmet	
Ramirez v Milton Roy	
Ramirez v. Harris Ranch	Case No. 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
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	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	Case No. 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	
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	
Sharrif 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	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	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	
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	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	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) ED NY
Zamdio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
	13-CV-1524 (GSB) 12-C-
Zollicoffer v Gold Standard Eagle v Vee Pak	9672 (Vee Pak)
Zollicoffer v MVP	16CV11086



Partial Listing of Cases Managed at Dahl Administration

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-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 mm 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 900 settlements and has distributed more than \$1 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 telecommunications companies and company acquisitions. He has been a founding member in 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 – 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 and enjoys running and camping in her free time.

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.

DATA SECURITY & INFORMATION PRIVACY POLICY

Policy Area	Employee Handbook: Data Security & Information Privacy Policy
Approved Date	October 12, 2022
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	October 12, 2022
Current Version	6.0

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 a case (“Case Court Documents”), is required to collect and store client information such as class member data records which contain names, addresses, phone numbers, emails, and occasionally sensitive information such as social security numbers, and takes seriously its obligation to secure information systems and protect the privacy of this client data.

As a standard operating procedure, Atticus regularly reviews its policies related to data collection, privacy and security. All who are employed by Atticus or retained as a contractor for Atticus (“Users”) are provided with this Data Security & Information Privacy Policy document as a part of their training or onboarding to ensure that this information is communicated and understood through explicit acknowledgment. Any material revisions to this document are immediately communicated to Users with an emailed memo which calls out the revisions, as well as an updated copy of the Data Security & Information Privacy Policy document.

Atticus complies with the policies and processes encompassed within this Data Security & Information Privacy Policy document.

II. PURPOSE

The purpose of this Policy is to establish the rules for handling the collection, storage, and use of client data. These rules are necessary to preserve the integrity, availability, and confidentiality of information.

III. SCOPE

This policy applies to all Atticus employees and contractors that use company assets such as computers, laptops, or mobile devices and/or has access to Atticus’ networks and information resources. All devices, whether owned by Atticus or owned by employees, that have access to Atticus’ networks and information resources are governed by this Data Security & Information Privacy Policy. Usage of applications, including cloud storage software, by employees on their own personal devices, are also subject to this policy.

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 & 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 Security & Information Privacy Policy

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 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 & 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. Breaches in Security and Policy Violation

Breaches in security, whether actual or suspected, must be reported immediately to Atticus' Director of Information Technology. The Director of Information Technology and executive management will assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.

If the Director of Information Technology 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. 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 Director of Information Technology, 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.

7. General Atticus Information Security and Privacy Standards

- **Annual security training.** Training and review of the Information Security and Privacy Standards are provided to Atticus Employees on an annual basis. Periodic security reminders may be used to reinforce computing device security procedures, updates, or changes.
- **Minimum necessary.** Employees shall only have access to the minimum amount of data necessary to perform their job duties.
- **Lost devices.** Employees must immediately report any lost or stolen devices so access to systems can be deactivated.
- **Unauthorized access.** Any unauthorized access to a device or company data must be immediately reported.
- **Rooting Mobile computing devices.** Mobile computing devices must not be "rooted" or have unauthorized software/firmware installed. A mobile device is considered "rooted" if the internal protections of the device have been compromised or modified to allow control access to the operating system.
- **Content.** Employees shall not load illegal content or pirated software onto devices.
- **Software installs.** Only approved applications are allowed on the computing devices that connect to Atticus' information database and network.
- **Patch management.** Computing devices and applications must be kept up-to-date. Patches should be installed within 30 days of release.
- **Anti-malware.** All computing devices must have active and up-to-date anti-malware protection software. encryption. Encryption shall be used to protect sensitive information.
- **Firewalls.** Firewall is maintained at the headquarters location for the network and administered by the Director of Information Technology.
- **Work habits.** Employee shall use Atticus company applications and systems while at work. Access to certain outside applications, websites, and/or systems may be blocked within each Atticus computing device.
- **Backups.** Backups are performed twice daily on the network terminal server environment.
- **Internal applications.** Computing devices are installed with company internal applications on an as needed basis to Users. User access rights are maintained by the Director of Information Technology.
- **Exemptions.** A risk assessment and risk analysis shall be performed for any requests for exemptions from this Policy.

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.

Policy History

Version	Date	Description	Approved By
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO
2.0	11/5/2018	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
4.0	11/10/2020	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
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

SARAH PADRON, LORI HEUSER &
RYAN WILLIS, on behalf of themselves and
others similarly situated as Private Attorney
General Representatives,

Plaintiffs,

vs.

AMI EXPEDITIONARY HEALTHCARE,
LLC, a Delaware Limited Liability
Company; AMI EXPEDITIONARY
HEALTHCARE (USA), LLC, a Wyoming
Limited Liability Company; and DIGNITY
COMMUNITY CARE, a California nonprofit
public benefit corporation,

Defendants.

CASE NO.: 21STCV43932

Assigned to the Honorable Kenneth R. Freeman

[CLASS AND REPRESENTATIVE ACTION]

**DECLARATION OF CLAIMS
ADMINISTRATOR CHRISTOPHER LONGLEY
IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Date Action Filed: December 2, 2021

FAC Filed: May 2, 2023

Department: 14

Trial Date: None

Hearing Date: December 12, 2024

Hearing Time: 11:00 AM

DECLARATION OF CHARISTOPHER LONGLEY

I, **CHRISTOPHER LONGLEY**, hereby declare as follows:

1. I am the Chief Executive Officer for Atticus Administration, LLC ("Atticus"). My business address is 1240 Northland Drive, Suite 250, Mendota Heights, Minnesota 55120. My telephone number is (612) 315-9007. I am over twenty-one years of age and am authorized to make this declaration on behalf of Atticus and myself.

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

1 3. Prior to founding Atticus, I served as the president of Dahl Administration, LLC, a
2 nationally recognized claims administration company, where I oversaw over three hundred (300)
3 settlements, including some of the highest profile cases over the last few years, including, for example,
4 In Re Motor Fuel (Hot Fuel) and the Target Data Breach, Financial Institutions class action settlement.

5 4. Atticus provides services in class action settlements involving, inter alia, antitrust,
6 consumer fraud, financial services, insurance, ADA, civil rights, and employment matters, including
7 wage and hour, PAGA and FLSA collective actions.
8

9 5. Atticus's core competencies include pre-certification mailings, claims administration
10 including the processing of claim forms, claim validation and anti-fraud detection, data preparation and
11 data management, accounting services and tax reporting, qualified settlement fund management and
12 escrow services, and distribution of funds.

13 6. Since its inception, Atticus has provided administrative services in over 1100 class action
14 settlements and has disbursed approximately \$1.37 billion in award payments (See **Exhibit A**). Among
15 the founders and team members of Atticus, collectively we have administered over 3,000 settlements
16 and have disbursed over \$3,000,000,000 in settlement funds. Of that amount, over 600 of the settlements
17 administered were wage and hour, PAGA or FLSA matters. Typically, Atticus will send direct mail
18 notice to class members when class members are known, as per the Federal Judicial Centers, "*Judges'*
19 *Class Action Notice and Claims Process Checklist and Plain Language Guide*" 2010. Based on my
20 experience delivery rates for such plans can be anywhere from 64% to 98% depending on the age of the
21 data file, and the amount of cleaning we perform on the list prior to mailing. It is in our best interest to
22 take as many steps as feasible to ensure addresses are updated prior to mailing to minimize the return
23 and re-mails to class members.
24

25 7. Atticus does not have any affiliation with counsel for this matter.
26

27 8. In accordance with the terms of the Settlement Agreement in this case, Atticus will, upon
28

1 preliminary approval, mail Notice of Settlement to their Last Known Address via pre-paid postage first
2 class mail through the United States Postal Service. Prior to mailing the Notice of Settlement, Atticus
3 will verify the Last Known Address using the National Change of Address (NCOA) database maintained
4 by the United States Postal Office, and if an Updated Address is found, that Updated Address shall be
5 used in lieu of the Last Known Address and be treated as the new Last Known Address for purposes of
6 this mailing and subsequent mailings. Any Notices of Settlement that are returned will be processed,
7 skip-traced and re-mailed as outlined in the Settlement Agreement, three business days (3) after Notice
8 is returned for address correction.
9

10 9. Atticus uses a variety of tools for skip-tracing purposes in order to find addresses that
11 have no forwarding location. These tools include IDI, and other professional resources like IDI to locate
12 Class Members. In some instances, Atticus will also hire professional skip tracing firms to locate missing
13 Class Members for Noticing purposes and to subsequently distribute funds to Class Members. Until
14 Atticus reviews the data file in the above captioned case, we do not yet know what the best course of
15 action will be to contact those Class Members who do not have forwarding address information on file.
16

17 10. Atticus maintains insurance with AAA rated insurance carriers for professional liability
18 and cybersecurity. Further it is Atticus' policy to guarantee the work performed, on all errors and
19 omissions up to \$3,000,000, on all projects, including distribution of funds to class members, without
20 additional charges to our clients.

21 11. Atticus takes its obligation to secure information systems and protect the privacy of the
22 client data received for all administration processes very seriously. A copy of Atticus' Data Security
23 Information & Privacy Policy that outlines the standard operating procedures for the handling the
24 collection, storage and use of client data is attached to this Declaration as **Exhibit B**. These policies are
25 followed for the handling of the qualified settlement fund with access to the bank account limited to the
26 Treasury and QSF department.
27
28

1 12. Atticus has agreed to a fee to administer the above captioned case, for approximately
2 \$10,415. If the scope of work increases or decreases significantly, Atticus will inform the parties and
3 request approval of an adjustment. This fee includes all normal costs to administer a settlement,
4 including mailing, printing, skip-tracing and searches in preparation of mailing the notice packet. All
5 costs associated with communications, including live telephone support, and 800 toll-free number, and
6 a settlement informational only website. All costs associated with the distribution of settlement awards,
7 including payment calculations, qualified settlement account and account management and QSF tax
8 reporting. Costs also include employment and award tax reporting, including the issuance of W-2's and
9 1099 tax forms to class members who do not opt out of the settlement. Project management time is
10 included in costs, in which we estimate a total of 27 hours of project time for this matter. Attached as
11 **Exhibit C** is a copy of Atticus' bid for administering this matter.

13 I declare under penalty of perjury under the laws of the United States of America and the State
14 of California that the foregoing is true and correct to the best of my knowledge. Executed this ____
15 day of July 29, 2024, 2024, at Mendota Heights, Minnesota.

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19 Christopher Longley | CEO
20 Atticus Administration, LLC
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EXHIBIT A



1250 Northland Drive
Suite 240
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 1100 settlements and has distributed more than \$1.37 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	
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
Ashe v Farmers Insurance Group

Astorga v Bosman Dairy
Athan 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

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

Bilberry v Hardy Window Co.
Birbower v Quorn Foods

Biscardi v GEICO 216b Notice
Blackburn v APTIM
Blofstein v Michael's Family Restaurant
BMC West case
Boehm v BMW
Bolanos v FSC Corporation

21-CV-05353
18STCV00453
VCU238439-Class
VCU243327 Consolidated
2:17-cv-14220
2017CV288354

37-2020-00000922-CU-OE-
CTL
1881-CV-849
56-2022-00567731-CU-OE-
VTA
RG20082630

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

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

2:17-cv-2827
BC722758



Bonham, et al. v Club Champion LLC	50-2021-CA-008650-XXXX-MB
Bowdle v Kings Seafood	8:21-cv-01784-CJC-JDE
Bowlay-Williams v Google LLC	4:21-cv-09942-FJH
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)	210Z-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
Choukalas v Cuyahoga County
Christian v Mad Anthony's
Chung v Alliance One
Ciaz v ND Travel Nurses
Cibulka v St. Louis County, MO
Citywide v Gruma Corporation
Clark v Heavy Restaurant Group
Clay v Dart (Cook County Division 6 Cert)
Cole v Orange County
Cole v Orange County Cert
Coley v Eskaton
Colina v Goya Foods
Collins v Dunbar
Collins v Golden Gate Bell
Comofort v Fernandez Brothers
Cook v Window Nation
Corcoran v Herringbone Tavern
Corner v Gregory & Co
Coronado v Flowers Foods
Cosio v IPAA
Cosio v IPAA Cert

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

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

3:19CV01353JCS and
SCV264110
1:18-cv-00588-JG
22-2-03132-8 SEA

17SL-CC04021
CV19-04724 DSF
22-2-01864-0-SEA
1:19-cv-02412
8:18-CV-1020-DOC-(KESx)
8:18-cv-01020-DOC-KES
34-2014-00171851
ESX-L-8192-21

5:17-cv-01863-EJD

CGC-18-570576

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

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

2011-CC00118
08 CV 4736
Case No. 17CV05514

CAM-L-3742-15
4:18CV01514RLW

21CV384293
17CV000787
14C0070
30-2019-01060706-CU-OE-
CXC



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
Escalera v La Tapatia Mexican Market
Escobar v 509 Time
Espinoza v Alicia Accoyo
Event Merchandising Settlement
Exact Staffing Settlement
Tran v Fastenal Company
Ferguson v G3 Enterprise Services
Fernando v Burroughs
Findley v Avenue5 Residential [PAGA]
Fisher v Behavioral Health Services
Pasini v Fish's Eddy FACTA
Fitzgerald v Forest River
Flowers Foods Global Settlement
Flowers Texas Settlement
FMI case
Foster v Advantage
Foster v A-Para Transit Corp
Furtado Matter
Garcia - PAGA
Garcia v Moctezuma's
Garcia v RCCB

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

STK-CV-UOE-2017-5296
20-2-14618-8knt

BC717323

RG18906875

BC613297
1:16-cv-00354-PGG
3:20-CV-01004-DRL-MGG
1:19-cv-01021-STA-egb

3:18-cv-07205-LB
RG18920985

19STCV36155



Garcia v Toro Petroleum Corp
Gateley v Roman Freight
Gaytan-Mendoza v Taylor Orchards
Gelson's Markets Project
George v Schulte Hospitality
Gil v Luxottica
Gilstrap v Sushanti 216b Cert
Go Jump [PAGA]
Goh v NCR FCRA
Gomez-Gasca v Future Ag
Gonzales v Healthcare Services Group BW

Gonzalez v New Century Financial Services Inc
Gonzalez v Xtreme Manufacturing
Tran v Good Health Natural Products

Gotishan v Kyo Autism Therapy
Gould v BCT, Inc
Gould v Farmers Insurance Exchange
Gray 2 v HCI Group

Grubhub
Gruma Foods Settlement
Gudia v Adams

Guidry v Dow Chemical Company
Guillen v AAA Limo
Gutierrez v Zero Motorcycles
Hadley v Sugarmill Distillery
Hanna v Marriott
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.

21CV000871
19-2-04498-5 KNT
18-2-00482-3
BC670061
2018-CH-04413
19STCV32413
1:22-cv-434

AAA No. 01-15-0004-0067
19-CV-2359-YGR
CGC-18-570988

ESX-L-007675-17
BC561427 and BC588986

19-2-00706-36
1922-CC11065
18-7440 (KFP)
Confidential Master
Settlement Administration
Agreement
19STCV10106

2:19-CV-12233-MLCF-KWR
19CV03725
2020L13
3:18-cv-00325
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



Hodges v 77 Grandville
Holtegaard v Sierra Aluminum (PAGA)
Nygaard v Home Advisor
Home Security Settlement

1:19-cv-00081
5:20-CV-00509-JGB (KKX)
2017-cv-3200

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

2:22-cv-00486 DC OH
3:20-cv-00267
1916-CV24811
19CIV00412
3:21-cv-00403-EMD

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

BC662360
2022CH08271
20-40857 (RLE) AND 20-40858 (RLE)

Jimenez v San Cristobal Distributing

2:19-cv-12680

Jimenez v San Cristobal Distributing BW

19CV340438

Jimenez v San Cristobal Distributing Cert
Jimenez v The Growers Company
JKM Trading Settlement

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

Johnson v AFAC
Johnson v Oxnard Automotive Exchange
Johnson v Thomson Reuters
Johnson v Transport Corp of America
Johnson v Volt Management
Jozwiak v Cuyahoga County

56-2013-00469494-CUBT-VTA

0:21-cv-01003-DWF-JFD
19STCV16466
1:17-CV-1238



Juarez v ISL	30-2020-01132859-CU-OE-
Juarez v Laguna Farms	CXC & 30-2018-01015988-
Kane v Sheriff of Cook County	CU-OE-CXC
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
	56-2017-00498637-CU-OE-
	VTA
Lemus v JKM Trading Company	
LeRoy Browne matter	
Levine Hat v Innate Intelligence	
Levy-Vinick Wage & Hour Case	
Liotta v Secure Parking Enforcement	22EV000598
Liu v QNAP	19PSCV00668
Liu v QNAP Cert	19PSCV00668
Lo v Cyberpower	
Loness v US Legal Services	
Lopez v Adidas	
Lopez v George Amaral Ranches	18CV000082
Lucyk v Materion	
	37-2019-00057474-CU-OE-
LWDA v UTC Restaurant Venture LLC	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 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)
	37-2016-00010176-CU-BT-NC
Medwid v ASAP Holding Co	
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
	Civil Action No. 2016-CG-0644
MMT Holdings v City of Dublin, Georgia	
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
Mora v IGT	
Morales v OPARC	
Morel v Goya Foods	2:20-cv-05551-ES-CLW and
Moskowitz v Atlanta Hawks	ESX-L-8192-21
Mullins v Data Management Co	2017-cv-288354
Munoz v Carrollton Springs LLC, ET AL.	1:20-CV-214
Munoz v Norman Window Fashions	4:20-cv-01719
Nava v Marcos Renteria AG Services	20NWCV00279
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
	37-2017-00048458-CU-OE-CTL
Nguyen v Market Source	
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	
Olipphant 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	
Medrano v Party City Corporation	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
	37-2020-00003052-CU-OE-NC
Piccolo v Go Jump Oceanside	3:10-cv-10025-BRM-DEA
Pierre-Charles v Consumer Portfolio Services, Inc	17CV02311
Piland v Markwort Sporting Goods (Gameface)	18CV001450
Pina v Nielsen Farms	
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
	30-2020-01175159-CU-OE-CXC
Puglisi v Storm Water Inspections & Maintenance	
Pulido GA Pacific case	
	30-2018-00980426-CU-OE-CJC
Quiroz Franco v Greystone Ridge Condos	2020cv3226
Rael v Red Rocks Credit Union	ESX-1-2017-15
Raff v Safavieh	3:20-cv-03047-WHO
Rahman v Gate Gourmet	
Ramirez v Milton Roy	
Ramirez v. Harris Ranch	Case No. 16CECG04103
Ramos v Dairy Avenue	VCU269798
Randall v ICS	3:20-CV-05438-JLR
Randle v SunTrust	



Ray v County of Los Angeles Questionnaire
Razo v AT&T Mobility Services
Receipts FACTA
Redon v LaEsperenza
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
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

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
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

Case No. 20-2-02233-39

20-CIV-03616



Schaefer v Denso
Schamp v Fresno SSYP
Schell v Discovery Practice Management
Schucker v Flowers Foods

19STCV00685

Scobey v General Motors
Scott v Freeland
Serrano v RCCB
Servin v Noble House
Shami v Tubby Todd Bath Co
Shanley v Evereve, Inc
Sharif 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)
Stafford v Debics Cert
Starr-Patterson v Schell & Kampeter
Stinson Insurance Settlement
Stotesbery v Muy Pizza-Teja's Class Cert
Supplemental Income Trust Settlement-ERISA
Sutton v United Courier

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
3:22 CV 02106 B
STK-CV-UOE-2020-9296

0:22-cv-01622-KMM-TNL

Tapia v Rivo Holdings
Taylor v Debics Cert
Teleaga v Beyer Services
Terry v Bay Area Beverage Co
Tharpe v Sprint Corp
The Bakery v Kenneth Pritt

1;20-cv-682
37-2021-00046361-CU-OE-CTL
3:22 CV 02141 E
STK-CV-UOE-2018-6387
MSC18-00859



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 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
	30-2012-00537897-CU-BT-CXC
Wall v HP, Inc	CIVSB2117915
Wallack v AT&T Mobility	
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-
Zollicoffer v Gold Standard Eagle v Vee Pak	9672 (Vee Pak)
Zollicoffer v MVP	16CV11086



Partial Listing of Cases Managed at Dahl Administration

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-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 mm 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 900 settlements and has distributed more than \$1 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 telecommunications companies and company acquisitions. He has been a founding member in 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 – 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 and enjoys running and camping in her free time.

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.

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EXHIBIT B

DATA SECURITY & INFORMATION PRIVACY POLICY

Policy Area	Employee Handbook: Data Security & Information Privacy Policy
Approved Date	October 12, 2022
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	October 12, 2022
Current Version	6.0

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 a case ("Case Court Documents"), is required to collect and store client information such as class member data records which contain names, addresses, phone numbers, emails, and occasionally sensitive information such as social security numbers, and takes seriously its obligation to secure information systems and protect the privacy of this client data.

As a standard operating procedure, Atticus regularly reviews its policies related to data collection, privacy and security. All who are employed by Atticus or retained as a contractor for Atticus ("Users") are provided with this Data Security & Information Privacy Policy document as a part of their training or onboarding to ensure that this information is communicated and understood through explicit acknowledgment. Any material revisions to this document are immediately communicated to Users with an emailed memo which calls out the revisions, as well as an updated copy of the Data Security & Information Privacy Policy document.

Atticus complies with the policies and processes encompassed within this Data Security & Information Privacy Policy document.

II. PURPOSE

The purpose of this Policy is to establish the rules for handling the collection, storage, and use of client data. These rules are necessary to preserve the integrity, availability, and confidentiality of information.

III. SCOPE

This policy applies to all Atticus employees and contractors that use company assets such as computers, laptops, or mobile devices and/or has access to Atticus' networks and information resources. All devices, whether owned by Atticus or owned by employees, that have access to Atticus' networks and information resources are governed by this Data Security & Information Privacy Policy. Usage of applications, including cloud storage software, by employees on their own personal devices, are also subject to this policy.

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 & 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 Security & Information Privacy Policy

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 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 & 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. Breaches in Security and Policy Violation

Breaches in security, whether actual or suspected, must be reported immediately to Atticus' Director of Information Technology. The Director of Information Technology and executive management will assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.

If the Director of Information Technology 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. 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 Director of Information Technology, 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.

7. General Atticus Information Security and Privacy Standards

- **Annual security training.** Training and review of the Information Security and Privacy Standards are provided to Atticus Employees on an annual basis. Periodic security reminders may be used to reinforce computing device security procedures, updates, or changes.
- **Minimum necessary.** Employees shall only have access to the minimum amount of data necessary to perform their job duties.
- **Lost devices.** Employees must immediately report any lost or stolen devices so access to systems can be deactivated.
- **Unauthorized access.** Any unauthorized access to a device or company data must be immediately reported.
- **Rooting Mobile computing devices.** Mobile computing devices must not be "rooted" or have unauthorized software/firmware installed. A mobile device is considered "rooted" if the internal protections of the device have been compromised or modified to allow control access to the operating system.
- **Content.** Employees shall not load illegal content or pirated software onto devices.
- **Software installs.** Only approved applications are allowed on the computing devices that connect to Atticus' information database and network.
- **Patch management.** Computing devices and applications must be kept up-to-date. Patches should be installed within 30 days of release.
- **Anti-malware.** All computing devices must have active and up-to-date anti-malware protection software. encryption. Encryption shall be used to protect sensitive information.
- **Firewalls.** Firewall is maintained at the headquarters location for the network and administered by the Director of Information Technology.
- **Work habits.** Employee shall use Atticus company applications and systems while at work. Access to certain outside applications, websites, and/or systems may be blocked within each Atticus computing device.
- **Backups.** Backups are performed twice daily on the network terminal server environment.
- **Internal applications.** Computing devices are installed with company internal applications on an as needed basis to Users. User access rights are maintained by the Director of Information Technology.
- **Exemptions.** A risk assessment and risk analysis shall be performed for any requests for exemptions from this Policy.

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.

Policy History

Version	Date	Description	Approved By
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO
2.0	11/5/2018	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
4.0	11/10/2020	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
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO

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EXHIBIT C

Atticus Administration, LLC
Chris Longley - CEO

Padron v. AMI Expeditionary Healthcare

Prepared for

Gordon Rudd | Managing Partner
Gordon.Rudd@zimmered.com
P: 612.341.0400

Zimmerman Reed, LLP
1100 IDS Center
80 South 8th Street
Minneapolis, MN 55402



ATTICUS
SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2022-11-E11
Padron v. AMI Expeditionary Healthcare

Prepared on November 14, 2022
By Chris Longley - CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING-Mailed First Class	\$2,146
Initial Notice, 6-pages	Included
Undeliverable/Return Mail Processing/NCOA/Skip-trace	Included
English only	Included
PROJECT MANAGEMENT/ADMIN FEES/Technical	\$3,105
COMMUNICATIONS	\$901
PO Box rental	Included
IVR, 800#, live operators	Included
correspondence, out-outs, objections	Included
FUND, TAX, REPORTING	\$1,384
setup QSF, file annual tax returns	included
DISTRIBUTION	\$2,879
check printing, payment calculation & verification, bank fees	included

TOTAL: **\$10,415**

Key Assumptions

- Class Size: **200 class members**.
- Notices in English and Spanish (6 pages).
- 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.
- Employment reporting for one state (CA).
- Class Member reporting will consist of W2's and/or 1099's.
- Includes one distribution to class members.

Price for each additional state (if necessary) for state employment reporting, adds **\$200 ea**.

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	200 Class Mbrs	\$2,146
Class Data List - Cleaning & Processing	6.00 Hrs	\$624
Class Notice Review - Proof/Finalize/Print Set-Up	4.00 Hrs	\$416
PRINTING Class Notice 6 pgs: 3 shrs doublesided	1,200 Printed Pages	\$770
Postage Stamp (within 1 ounce max weight)	200 ct to mail	\$125
Undeliverable/ NCOA /Return Mail Processing & Remail (10%)	20 10% of class	\$163
Notice Request Re-Mailing	6 3% of class	\$49
PROJECT MANAGEMENT	24 hrs	\$2,760
TECHNICAL SET UP (includes project kick-off)	3 hrs	\$345
COMMUNICATIONS		\$901
Telephone - Set-Up + Monthly Fee	6 Months	\$285
Telephone - Messages/IVR and live support	6 Months	\$273
PO Box - Setup & Monthly Fee	6 Months	\$100
Correspondence - Mail	various	\$244
FUND, TREASURY & TAX Reporting		\$1,384
Set-Up OSF	2.00 Hrs	\$260
Prepare/File Annual Fund Return, Payroll, Unemployment, Wage & Tax Forms	8.00 Hrs	\$1,040
Print 1099 & W2's	200 1099's W2's	\$84
DISTRIBUTION, Payment Calculations & Reporting		\$2,879
Cover Letter & Check - Design/Review/Finalize	4.00 Hrs	\$416
Payment Data - Calculate & Verify Payments	6.00 Hrs	\$624
Prepare Payment Reports	4.00 Hrs	\$364
Check - Print Set-up/Printing/Mail Prep	200 checks	\$364
Check Mailing Postage (will be 1x mailings)	200 mailed	\$116
Check - Undeliverable/ NCOA /Return Mail Processing & Remail (7% Return)	28 7.0% est	\$233
Bank Fees (Account Set-Up & Monthly Fee)	6 months	\$762
DATA STORAGE	n/a	\$0
TOTAL		\$10,415

Operating Assumptions

- Class Size: **200 class members.**
- Class Notice form 6 pages for each notice (English and Spanish) double sided printing. 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 receive a check and tax document(s).
- Communications includes, PO BOX, Mail Correspondence, 800# with live phone operators and IVR.
- Project management assumes 27 hours at a blended rate of \$115 per hour. Includes summary reporting on a weekly basis.
- 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.



Thank you



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