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7 Attorneys for Plaintiff VIJAY SHETH, as an individual,
and on behalf of all others similarly situated
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 VIJAY SHETH, as an individual and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 ICON BURGER ACQUISITION LLC, a
Delaware limited liability company;
16 SMASHBURGER ACQUISITION-SO CAL
LLC, a Delaware limited liability company;
17 SMASHBURGER ACQUISITION – SAN
18 DIEGO LLC, a Delaware limited liability
company; SMASHBURGER
19 ACQUISITION – SACRAMENTO LLC, a
Delaware limited liability company; and
20 DOES 1-100, inclusive,

21 and DOES 1-100, inclusive,

22 Defendants.
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CASE NO.: 22STCV09093

Assigned for All Purposes to:
Hon. Yvette M. Palazuelos
Dept SSC-9

**DECLARATION OF CHRISTOPHER
LONGLEY ON BEHALF OF ATTICUS
ADMINISTRATION, LLC IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: July 10, 2024

TIME: 10:00 a.m.

DEPT.: SSC-9

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4 **DECLARATION OF CHRISTOPHER LONGLEY**
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6 I, **CHRISTOPHER LONGLEY**, hereby declare as follows:
7

8 1. I am the Chief Executive Officer for Atticus Administration, LLC ("Atticus").
9 My business address is 1295 Northland Drive, Suite 160, Saint Paul, Minnesota 55120.
10 My telephone number is (612) 315-9007. I am over twenty-one years of age and am
11 authorized to make this declaration on behalf of Atticus and myself.
12

13 2. In 2016, I, along with other experienced legal, financial, digital marketing
14 professionals and brand managers, founded Atticus in order to provide innovative and
15 cost-effective notice campaigns and claims administration services to the class action
16 legal sector.
17

18 3. Prior to founding Atticus, I served as the president of Dahl Administration,
19 LLC, a nationally recognized claims administration company, where I oversaw over three
20 hundred (300) settlements, including some of the highest profile cases over the last few
21 years, including, for example, *In Re Motor Fuel* (Hot Fuel), Case No. 2:07-md-01840
22 (KS 2016) and the *Target Data Breach, Financial Institutions*, N0.14-md-02522 (MN
23 2015) class action settlement.
24

25 4. Atticus provides services in class action settlements involving, inter alia,
26 antitrust, consumer fraud, financial services, data breach cases, insurance, ADA, civil
27 rights, class certification notifications, Belaire-West notifications, and employment
28

1 matters, including wage and hour, PAGA and FLSA collective actions.

2 5. Atticus's core competencies include pre-certification mailings, claims
3 administration including the processing of claim forms, claim validation and anti-fraud
4 detection, data preparation and data management, accounting services and tax reporting,
5 qualified settlement fund management and escrow services, and distribution of funds.
6

7 6. Since its inception, Atticus has provided administrative services in over
8 1000 class, collective or PAGA settlements and has disbursed approximately \$1.24 billion
9 (See **Exhibit 1**). Among the founders and team members of Atticus, collectively we have
10 administered over 3,000 settlements and have disbursed over \$3,000,000,000 in settlement
11 funds.
12

13 7. Atticus will upon Court approval mail a Notice of Class Action Settlement,
14 in both English and Spanish, to Class Members Last Known Address via pre-paid postage
15 first class mail through the United States Postal Service. Prior to mailing the Notice,
16 Atticus will verify the Last Known Address using the National Change of Address
17 (NCOA) database maintained by the United States Postal Office, and if an Updated
18 Address is found, that Updated Address shall be used in lieu of the Last Known Address
19 and be treated as the new Last Known Address for purposes of this mailing and
20 subsequent mailings. Any notices that are returned will be processed, skip-traced and re-
21 mailed as outlined in the Settlement Agreement, three business days (3) after Notice is
22 returned for address correction.
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26 9. Atticus uses a variety of tools for skip- tracing purposes in order to find
27 addresses that have no forwarding location. These tools include Experian or IDI, and other
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1 professional resources like Experian or IDI to locate Class Members. In some instances,
2 Atticus will also hire professional skip tracing firms to locate missing Class Members for
3 noticing purposes. Until Atticus reviews the data file in the above captioned case, we do
4 not yet know what the best course of action will be to contact those Class Members who
5 do not have forwarding address information on file.
6

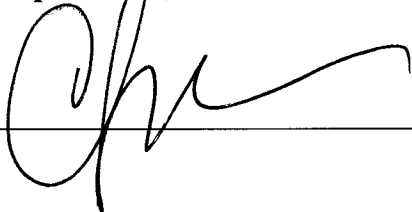
7 10. To administer this Class Action Settlement, Atticus has agreed to a capped
8 fee estimate of \$19,610. A copy of our bid is attached as **Exhibit 2** to this Declaration.
9

10 11. Atticus maintains insurance with AAA rated insurance carriers for
11 professional liability and cybersecurity. Further it is Atticus' policy to warrant the work
12 performed on all errors and omissions, on all projects, including distribution of funds to
13 class members, without additional charges to our clients.
14

15 12. Atticus takes its obligation to secure information systems and protect the
16 privacy of the client data received for all administration processes very seriously. A copy
17 of Atticus' *Data Security* Information & Privacy Policy that outlines the standard
18 operating procedures for the handling the collection, storage and use of client data is
19 attached to this Declaration as **Exhibit 3**.
20

21 13. I further attest to the fact that Atticus has no independent financial
22 relationship with either plaintiff, plaintiff's counsel, or defense counsel in this matter.
23 Nor, upon review does Atticus have any conflicts, or potential conflicts with any member
24 of the class in this matter.
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1 **I declare under penalty of perjury under the laws of the United States of**
2 **America and the State of California that the foregoing is true and correct to the best**
3 **of my knowledge. Executed this 10th day of April 2024, at Saint Paul, Minnesota.**

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7 Chris Longley | CEO
8 Atticus Administration, LLC
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EXHIBIT 1

CURRICULUM VITAE

About Atticus Administration LLC

Founded in August 2016, Atticus has administered over 1016 settlements and has distributed more than \$1.24 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)	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

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	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	
Garcia v RCCB	19STCV36155



Garcia v Toro Petroleum Corp	21CV000871
Gateley v Roman Freight	19-2-04498-5 KNT
Gaytan-Mendoza v Taylor Orchards	18-2-00482-3
Gelson's Markets Project	BC670061
George v Schulte Hospitality	2018-CH-04413
Gil v Luxottica	19STCV32413
Gilstrap v Sushanti 216b Cert	1:22-cv-434
Go Jump [PAGA]	
Goh v NCR FCRA	AAA No. 01-15-0004-0067
Gomez-Gasca v Future Ag	19-CV-2359-YGR
Gonzales v Healthcare Services Group BW	CGC-18-570988
Gonzalez v New Century Financial Services Inc	ESX-L-007675-17
Gonzalez v Xtreme Manufacturing	
Tran v Good Health Natural Products	BC561427 and BC588986
Gotishan v Kyo Autism Therapy	
Gould v BCT, Inc	19-2-00706-36
Gould v Farmers Insurance Exchange	1922-CC11065
Gray 2 v HCI Group	18-7440 (KFP)
	Confidential Master Settlement Administration Agreement
Grubhub	19STCV10106
Gruma Foods Settlement	
Gudia v Adams	
Guidry v Dow Chemical Company	2:19-CV-12233-MLCF-KWR
Guillen v AAA Limo	
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	712045/18
Hernandez v NY4 Pretzel	M129230
Hernandez v So Mo Co Labor Supply, Inc.	



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	
Johnson v AFAC	56-2013-00469494-CUBT-VTA
Johnson v Oxnard Automotive Exchange	
Johnson v Thomson Reuters	
Johnson v Transport Corp of America	0:21-cv-01003-DWF-JFD
Johnson v Volt Management	19STCV16466
Jozwiak v Cuyahoga County	1:17-CV-1238

Juarez v ISL	30-2020-01132859-CU-OE-CXC & 30-2018-01015988-CU-OE-CXC
Juarez v Laguna Farms	
Kane v Sheriff of Cook County	
Kapustka v Cardinal Motors SLO	
Katie A v Diana Bonta	LA CV02-05662-JAK-FFMx
Kendall v CubeSmart	3:15-cv-6098(BRM)(LHG)
Keyhanzad v Ryan Cars PAGA	
Kholbekov v American Chore Services	
Kirtley v Startek	1:22-CV-00258-RMR-NRN
Krasnov v PULS Technologies PAGA	CGC-18-570330
Kurzel v Suncoast Credit Union	
Kuck v Planet	2:17-cv-04769-ADS-GRB
Labidou v Fleet Lease Network	HUD-L-005191-15
Lama v Mercury Insurance	
LaRoda v PearlParadise.com, Inc.	19STCV32976
Layes v RHP Properties et. al	1581-CV-02722-C
Lazy Boy Furniture Galleries Settlement	
Leach v The Claremont Colleges	BC686451
Lee v Del Monaco	
Lee v Porcelanosa New York Inc	BER-L-6511-17
Lee v Stoneledge	RG18927149
	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-CTL
LWDA v UTC Restaurant Venture LLC	CGC-20-582236
LWDA ex rel Frye v Jyve Corporation	3:18-cv-11143-TJB
Lyons v Green & Green	2:16-CV-02781-MCA-ESK
Macdonald v CashCall, Inc	20STCV05202
Magana v. Worldwide Recovery Systems	
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	
	2:20-cv-05551-ES-CLW and
Morel v Goya Foods	ESX-L-8192-21
Moskowitz v Atlanta Hawks	2017-cv-288354
Mullins v Data Management Co	1:20-CV-214
Munoz v Carrollton Springs LLC, ET AL.	4:20-cv-01719
Munoz v Norman Window Fashions	20NWCV00279
Nava v Marcos Renteria AG Services	
Neal v Hillson's of Lebanon	
Neff v Flowers Foods	5:15-cv-00254-GWC
Nelson v Vanguard	5:19-cv-00030 MFU
Nelson v Vanguard Cert	5:19 CV00030MFU
	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	
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	
Pororooca 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
Sharraf 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

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

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

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
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



ATTICUS

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 Bradley – 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 2

Atticus Administration, LLC
Chris Longley - CEO

Sheth v. Icon Burger

Prepared for

Chad Saunders | Attorney
chad@croshnerlegal.com
P: 424.335.5066

Crosner Legal, PC
9440 Santa Monica Blvd, Suite 301
Beverly Hills, CA 90210



ATTICUS

SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2024-03-E36
Sheth v. Icon Burger

Prepared on March 16, 2024
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING-Mailed First Class	\$6,132
Initial Notice, 6-pages	Included
Undeliverable/Return Mail Processing	Included
English and Spanish, includes Spanish translation services	Included
PROJECT MANAGEMENT/ADMIN FEES/Technical	\$3,565
COMMUNICATIONS	\$1,772
PO Box rental	Included
IVR, 800#, live operators	Included
correspondence, opt-outs, objections	Included
FUND, TAX, REPORTING	\$2,020
setup QSF, file annual tax returns	included
DISTRIBUTION	\$6,121
check printing, payment calculation & verification, bank fees (one distribution event)	included

TOTAL: **\$19,610**

Key Assumptions

- Class Size: **2,400 class members**.
 - Notices in English and Spanish (6 pages).
 - Includes Spanish translation services.
 - 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.
- Option**
- Adding a case website (static – informational only), adds \$1,500.

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	2,400	Class Mbrs
Class Data List - Cleaning & Processing	8.00 Hrs	\$988
Class Notice Review - Proof/Finalize/Print Set-Up	4.00 Hrs	\$494
Class Notice Translation, ENG -> SPANISH 3 pages	3 pages	\$402
PRINTING Class Notice 6 pgs: 3 shts doublesided	14,400 Printed Pages	\$1,782
Postage Stamp (within 1 ounce max weight)	2,400 ct to mail	\$1,436
Undeliverable/ NCOA /Return Mail Processing & Remail (7%)	168 7% of class	\$355
Notice Request Re-Mailing	72 3% of class	\$675
PROJECT MANAGEMENT	28 hrs	\$3,220
TECHNICAL SET UP (includes project kick-off)	3 hrs	\$345
COMMUNICATIONS		\$1,772
Telephone - Set-Up + Monthly Fee	6 Months	\$285
Telephone - Messages/IVR and live operators	6 Months	\$960
PO Box - Setup & Monthly Fee	6 Months	\$190
Correspondence - Mail	various	\$488
FUND, TREASURY & TAX Reporting		\$2,020
Set-Up QSF	2.00 Hrs	\$260
Prepare/File Annual Fund Return, Payroll, Unemployment, Wage & Tax Forms	8.00 Hrs	\$1,040
Mail W-2s no postage - mailed with check	- postage	\$0
Print W-2s and/or 1099's	2,400 w/2's 1099's	\$720
DISTRIBUTION, Payment Calculations & Reporting		\$6,121
Cover Letter & Check - Design/Review/Finalize	4.00 Hrs	\$494
Payment Data - Calculate & Verify Payments	8.00 Hrs	\$988
Prepare Payment Reports	6.00 Hrs	\$741
Check - Print Set-up/Printing/Mail Prep	2,400 checks	\$1,430
Check Mailing Postage (will be 1x mailings)	2,400 mailed	\$1,436
Check - Undeliverable/ NCOA /Return Mail Processing & Remail (2% Return)	240 5.0% est	\$465
Bank Fees (Account Set-Up & Monthly Fee)	6 months	\$567
DATA STORAGE	n/a	\$0
	TOTAL	\$19,610

Operating Assumptions

- Class Size: **2,400 class members.**
- Class Notice form 6 pages for each notice double sided printing – English and Spanish. Price includes postage and handling fees.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
- All class members that do not Opt-Out will received a check and tax document(s).
- Communications includes, PO BOX, Mail Correspondence, 800# with live phone operators and IVR.
- Project management assumes 31 hours at a blended rate of \$115 per hour. Includes summary reporting on a weekly basis.
- Qualified Settlement fund assumes 6 months. Price includes positive pay fraud protection and tax reporting both state and federal returns. All bank fees are included in pricing.
- One distribution to class members.
- Disbursement includes positive pay "anti-fraud" features.



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EXHIBIT 3

DATA SECURITY & INFORMATION PRIVACY POLICY

Policy Area	Employee Handbook: Data Security & Information Privacy Policy
Approved Date	October 12, 2023
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	October 12, 2023
Current Version	7.0

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 have 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 the US Mail System or a courier as approved by Atticus management.

Atticus complies with all state and federal regulations that apply to data security.

Once a case has closed, Atticus will destroy all hardcopy documents containing sensitive data within twelve months. Regarding all electronic case data (including sensitive data), Atticus maintains this data for up to five years following the closure of the case. In the event Court Case Documents specify unique data retention/return requirements, those requirements shall prevail over Atticus' standard retention/return policy.

5. Computing Devices & 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
7.0	10/12/2023	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO