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Attorneys for Plaintiffs Benjamin Edward Seilhamer and
Trevor West, individually, and on behalf of all others
similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BENJAMIN EDWARD SEILHAMER and
TREVOR WEST, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

GUITAR CENTER STORES, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. 23STCV00544

Assigned for all purposes to:

Hon. Elihu M. Berle

Dept. 6

**DECLARATION OF BRYN BRIDLEY
RE QUALIFICATIONS OF ATTICUS
ADMINISTRATION, LLC**

1 I, BRYN BRIDLEY, hereby declare as follows:

2 1. I am the Vice President of Business Development at Atticus Administration, LLC
3 ("Atticus"). My business address is 1295 Northland Drive, Suite 160, Mendota Heights, Minnesota 55120.
4 My telephone number is (612) 383-2505. I am over twenty-one years of age and am authorized to make
5 this declaration on behalf of Atticus and myself.

6 2. Atticus was founded in 2016 by a team of legal, financial, digital marketing professionals
7 and brand managers in order to provide innovative and cost-effective notice campaigns and claims
8 administration services to the class action legal sector. Prior to joining Atticus over six years ago, I held
9 project and initialization manager positions at two nationally recognized claims administration companies.
10 I have worked in the settlement administration industry for more than 18 years and have been involved in
11 all areas of the settlement administration process.

12 3. Atticus provides services in class action settlements involving, inter alia, employment wage
13 and hour, PAGA, and FLSA collective actions, as well as antitrust, consumer fraud, financial services,
14 data breach, insurance, civil rights, and class certification, Belaire West and CAFA Notices. Atticus' core
15 competencies include pre-certification mailings, notice dissemination, claim form processing, validation,
16 and anti-fraud detection, data preparations and management, accounting services, award calculations, tax
17 reporting, qualified settlement fund management, award distribution, and class member communications.

18 4. Since its inception, Atticus has provided administrative services in over 1,250 class,
19 collective and PAGA settlements and has disbursed more than \$1.47 billion in settlement funds.
20 Collectively, the founders and employees of Atticus have administered over 3,000 settlements and have
21 dispersed over \$3 billion in settlement funds. Atticus' curriculum vitae is attached to this declaration as
22 **Exhibit A.**

23 5. Typically, Atticus will send direct notice by U.S. First Class mail to class members and
24 aggrieved employees when they are known, as per the Federal Judicial Center's, *Judges' Class Action*
25 *Notice and Claims Process Checklist and Plain Language Guide, 2010*. Delivery rates for such plans tend
26 to be anywhere from 64% to 98% depending on the age of the data and the amount of cleaning performed
27 prior to mailing. It is in our best interest to take as many steps as feasible to ensure addresses are updated
28 prior to mailing to minimize the time spent on return processing and notice remailing, and to maximize
reach.

1 6. With the Court’s approval in this matter, Atticus will send notice of the proposed class and
2 PAGA settlement to the last known address of each class member and aggrieved employee. Prior to
3 mailing notice, Atticus will review the employee data and work with counsel to resolve any discrepancies
4 and incomplete content identified in the data. The final data will be processed through the National Change
5 of Address database maintained by the United States Postal Service (“USPS”). This process provides
6 address updates for anyone in the data file who has filed a change of address postcard with the USPS
7 anytime in the past four years. Address updates obtained from the NCOA database will become the new
8 last known addresses of record for dissemination of the notice and any subsequent mailings.

9 7. Notices that are returned to Atticus as undeliverable are processed and the corresponding
10 data is sent to a professional service for address tracing, unless the returned piece includes forwarding
11 information in which case Atticus will promptly remail to the notice to the forwarding address. Atticus
12 has access to a variety of tools to find addresses for undeliverable records. These tools include professional
13 services like Experian or IDI where batches of undeliverable records are analyzed using identity
14 intelligence substantiated by a vast data repository with decades of historical depth. Undeliverable notice
15 records are promptly traced and notices remailed to all new addresses obtained until exclusion, objection,
16 or other applicable deadlines are reached. This process is typically completed on a daily basis, and in no
instance later than three business days from receipt of the returned mail piece.

17 8. Atticus has also sent notice to class members and aggrieved employees by email, text, and
18 WhatsApp, and has contacted individuals through telephone outreach to relay settlement information and
19 obtain address data. In these instances the alternative methods of disseminating notice are used to
20 supplement mailing efforts or in lieu of mailing when address information is unavailable and unlocatable.

21 9. Furthermore, Atticus has access to more robust and individualized search options wherein
22 manual look-ups can be performed to review on individual’s address history, obtain relatives’ contact
23 information, social media pages, and more. Private investigation services, though uncommon, can also be
24 utilized to assist with locating unlocatable persons in necessary circumstances, and digital marketing,
25 social media publicity, and publishing notice in print mediums that target the demographics or likely
26 locations of the class members and aggrieved employees can also be utilized to reach unlocatable
27 participants.
28

10. Atticus agreed to administer this Action for \$26,000. If the scope of work increases or decreases significantly, Atticus will notify the parties and request approval of an adjustment. The fee includes all normal costs to administer a class and PAGA settlement, including the data and mail preparations and trace processes described above, payment calculations, qualified settlement fund account management, tax reporting, communications including coverage on a live toll-free telephone number and maintenance of a settlement website, regular reporting and declarations of the services performed by Atticus. A true and correct copy of the estimate is attached hereto as **Exhibit B**.

11. Atticus maintains insurance with AAA rated insurance carriers for professional liability and cybersecurity. Atticus warrants the work performed on all errors and omissions, on all projects without additional charges to our clients.

12. Atticus takes its obligation to secure its information systems and to protect the privacy of client data received for received for all administrative matters very seriously. A copy of Atticus' *Data Security Information & Privacy Policy* that outlines the standard operating procedures for the handling of data collect, storage, and use is attached to this declaration as **Exhibit C**.

13. Further, I attest to the fact that Atticus has no independent financial relationship with the parties to this matter or any known or potential conflicts with any of the class members or aggrieved employees in this matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and accurate to the best of my knowledge. This declaration was executed on the 21st day of May 2025 in St. Paul, Minnesota.


Bryn Dudley

EXHIBIT A

CURRICULUM VITAE

About Atticus Administration LLC

Founded in August 2016, Atticus has administered over 1250 settlements and has distributed more than \$1.47 billion in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

Partial Listing of Atticus' Current Cases and References

Shahno v Pendry	
AAFCU GAP Interest Settlement	2020CV32226
Abdul-Ahad v Associated Courier, Inc (Street Fleet)	0:20-CV-00607-PJS-HB
Abrams v Savannah College of Art & Design (SCAD)	
Acevedo v Southwest Airlines	1:16-cv-00024-MV-LF
Ahmed v Beverley Hills Rehabilitation Services	2:16-cv-01747-WBS-KJN
Alvechurch v Suburban [PAGA]	
Ali v Sutter Valley Medical Foundation	34-2017-00217486
Allard v Med Impact	
Allianz Life Ins Co Class Cert	27-CV-17-15118
Altamirano-Santiago v Better Produce Inc Class Cert	Civil Action 2:19-cv-3964
Altamirano-Santiago v Better Produce Settlement	2:19-CV-3964-DDP
Alvarez v AutoZone	CIVDS1416344
Amaya v Eagle Tech Manufacturing	17CV02862
Amaya v Eagle Tech Manufacturing Cert	17cv02862
AMEX Data Breach	
Amezcuca Peregrina v SEAM Group	1:20-cv-01032-SO
Anderson v The Cellular Connection	2021-CA-007204-AXX
Andrade v Caltech	VCU 266410
Andrade v ESMI	CIVD82023816
Andrews v Prestige Care, Inc.	2:18-CV-00378-JAM-KJN
Arnold v Edwin Trucking	20TRCV00191
Arrieta v Genentech	21-CV-05353
Ashe v Farmers Insurance Group	18STCV00453



Astorga v Bosman Dairy	VCU238439-Class VCU243327
Athan v US Steel Corporation	Consolidated
Atlanta Hawks FACTA	2:17-cv-14220
Avilez v Full Steam Staffing	2017CV288354
Ayala et al v Olson Brothers Ranchers	17-2-01046-1
Baca v Two Jinn	37-2020-00000922-CU-OE-CTL
Baldwin v RHP Properties	1881-CV-849
Barragan v Natrol	56-2022-00567731-CU-OE-VTA
Bassett v Vons	RG20082630
Baylog v Hash Flare	2:18-CV-03043-DDP-PLA
Beamon v Event Merchandising Inc	BC683325
Bean v Lewis Boats	1811-CC01173
Beato v Elite Rooter PAGA	21stcv16493
Baudette v McDonough (VA Caregiver Program)	CAVC-20-4961
Begley v JK Enterprise (Cabaret II)	3:21-cv-01031-yy
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc	7:19-cv-55-HL
Bell v MCSC	17-003861-CZ
Benefield v Springco Metal Coatings	1:17-cv-00918-DCN
Bennett v Alorica INC	30-2018-00997257-CU-OE-CXC
Bennett v Dart	
Benton v NorCal In Alliance	
Bernier v AT&F	1:21-cv-1302
Berthiaume v Allianz Life	27-CV-17-15118
Best v Twin Inc	ESX-L-8062-16
Bethmann v Roberts (St. Charles County Coop)	1711-CC01263
BF-Biscomerica-0814	
Bice v Vensure HR	STK-CV-UOE-2016-1264
Phan v. Big Saver Foods FACTA	BC636343
Bilberry v Hardy Window Co.	30-2019-01065525-CU-OE-CXC
Birbower v Quorn Foods	2:16-cv-01326-DMG
Biscardi v GEICO 216b Notice	GJH-21-2240 US District Court, District of Maryland
Blackburn v APTIM	1:18-cv-00545
Blufstein v Michael's Family Restaurant	NO. 2:17-cv-05578-RBS
BMC West case	
Boehm v BMW	2:17-cv-2827
Bolanos v FSC Corporation	BC722758
Bonham, et al. v Club Champion LLC	50-2021-CA-008650-XXXX-MB
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	3:19CV01353JCS and SCV264110
Choukalas v Cuyahoga County	1:18-cv-00588-JG
Christian v Mad Anthonys	22-2-03132-8 SEA
Chung v Alliance One	2:15-cv-02905-MCA-LDW
Ciaz v ND Travel Nurses	
Cibulka v St. Louis County, MO	17SL-CC04021
Citywide v Gruma Corporation	CV19-04724 DSF
Clark v Heavy Restaurant Group	22-2-01864-0-SEA
Clay v Dart (Cook County Division 6 Cert)	1:19-cv-02412
Cole v Orange County	8:18-CV-1020-DOC-(KESx)
Cole v Orange County Cert	8:18-cv-01020-DOC-KES
Coley v Eskaton	34-2014-00171851
Colina v Goya Foods	ESX-L-8192-21
Collins v Dunbar	
Collins v Golden Gate Bell	
Comacho v SW Harvesting	16-cv-05744-LHK
Comofort v Fernandez Brothers	5:17-cv-01863-EJD
Cook v Window Nation	



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

CGC-18-570576

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

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

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

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

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

2011-CC00118
08 CV 4736
Case No. 17CV05514

CAM-L-3742-15
4:18CV01514RLW

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

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

1:17 CV 01299-AWI-SAB
CIVDS2012486

4:19-CV-00305



Escalera v La Tapatia Mexican Market	STK-CV-UOE-2017-5296
Escobar v 509 Time	20-2-14618-8knt
Espinoza v Alicia Accoyo	
Event Merchandising Settlement	
Exact Staffing Settlement	
Tran v Fastenal Company	BC717323
Ferguson v G3 Enterprise Services	
Fernando v Burroughs	RG18906875
Findley v Avenue5 Residential [PAGA]	
Fisher v Behavioral Health Services	BC613297
Pasini v Fish's Eddy FACTA	1:16-cv-00354-PGG
Fitzgerald v Forest River	3:20-CV-01004-DRL-MGG
Flowers Foods Global Settlement	1:19-cv-01021-STA-egb
Flowers Texas Settlement	
FMI case	
Foster v Advantage	3:18-cv-07205-LB
Foster v A-Para Transit Corp	RG18920985
Furtado Matter	
Garcia - PAGA	
Garcia v Moctezuma's	
Garcia v RCCB	19STCV36155
Garcia v Toro Petroleum Corp	21CV000871
Gateley v Roman Freight	19-2-04498-5 KNT
Gaytan-Mendoza v Taylor Orchards	18-2-00482-3
Gelson's Markets Project	BC670061
George v Schulte Hospitality	2018-CH-04413
Gil v Luxottica	19STCV32413
Gilstrap v Sushanti 216b Cert	1:22-cv-434
Go Jump [PAGA]	
Goh v NCR FCRA	AAA No. 01-15-0004-0067
Gomez-Gasca v Future Ag	19-CV-2359-YGR
Gonzales v Healthcare Services Group BW	CGC-18-570988
Gonzalez v New Century Financial Services Inc	ESX-L-007675-17
Gonzalez v Xtreme Manufacturing	
Tran v Good Health Natural Products	BC561427 and BC588986
Gotishan v Kyo Autism Therapy	
Gould v BCT, Inc	19-2-00706-36
Gould v Farmers Insurance Exchange	1922-CC11065
Gray 2 v HCI Group	18-7440 (KFP)
	Confidential Master Settlement Administration Agreement
Grubhub	19STCV10106
Gruma Foods Settlement	
Gudia v Adams	
Guidry v Dow Chemical Company	2:19-CV-12233-MLCF-KWR
Guillen v AAA Limo	MID-L-2661-16
Gutierrez v Zero Motorcycles	19CV03725
Hadley v Sugarmill Distillery	2020L13
Hanna v Marriott	3:18-cv-00325



Hanz v. SWBT	None: Arbitration
Harding & Moore v Wakefield & Assoc	18SL-AC26348-01
Harris v Diamond Dolls	3:19-cv-00598-R CJ-CBC
Harris v General Motors Corp	
Harris v Georgia Pacific	6:19-cv-06001-RTD
Harris v Wakefield	1722-cc11907
Hawkins v Middle Tennessee Pizza	
Hendrix v. Knight Transport	19-2-03468-8 KNT
Hernandez v Central Valley Community Bank	278857
Hernandez v City of Houston	Civil Action No: 4:16-cv-03577
Hernandez v Double Lucky	18CV001441
Hernandez v NY4 Pretzel	712045/18
Hernandez v So Mo Co Labor Supply, Inc.	M129230
Hodges v 77 Grandville	1:19-cv-00081
Holtegaard v Sierra Aluminum (PAGA)	5:20-CV-00509-JGB (KKX)
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
In re Galileo Learning	20-40857 (RLE) AND 20-40858 (RLE)
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
Jimenez v San Cristobal Distributing	56-2020-00545162-CU-OE-VTA
Jimenez v San Cristobal Distributing BW	56-2020-00545162-CU-OE-VTA
Jimenez v San Cristobal Distributing Cert	56-2020-00545162-CU-OE-VTA
Jimenez v The Growers Company	17CV000875
JKM Trading Settlement	
Johnson v AFAC	56-2013-00469494-CUBT-VTA
Johnson v Oxnard Automotive Exchange	
Johnson v Thomson Reuters	



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

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
Kurzle v Suncoast Credit Union
Kuck v Planet
Labidou v Fleet Lease Network
Lama v Mercury Insurance
LaRoda v PearlParadise.com, Inc.
Layes v RHP Properties et. al
Lazy Boy Furniture Galleries Settlement
Leach v The Claremont Colleges
Lee v Del Monaco
Lee v Porcelanosa New York Inc
Lee v Stoneledge
Lemus v JKM Trading Company
LeRoy Browne matter
Levine Hat v Innate Intelligence
Levy-Vinick Wage & Hour Case
Liotta v Secure Parking Enforcement
Liu v QNAP
Liu v QNAP Cert
Lo v Cyberpower
Loness v US Legal Services
Lopez v Adidas
Lopez v George Amaral Ranches

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

0:21-cv-01003-DWF-JFD
19STCV16466
1:17-CV-1238
30-2020-01132859-CU-OE-CXC & 30-
2018-01015988-CU-OE-CXC

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

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

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

19STCV32976
1581-CV-02722-C

BC686451

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

22EV000598
19PSCV00668
19PSCV00668

18CV000082

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

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

2017CH01786
34-2017-002253592
18CV001488



Marquez v D 'Arrigo Bros	M130455
Marquez v Jack in the Box Inc	Case No. BCV-17-101998
Marquez v Tanimura & Antle	
Marroquin v Premium Packaging	
Marshall v Coca-Cola Consolidated	
Martin v Toyota Motor Credit Corp	2:20-cv-10518-JVS-MRW
Martin v Wakefield	19SL-AC12801
Martinez v Costco	19-CV-05624-EMC
Martinez v Double L Cattle Co	
Martinez v Double L Cattle Co BW	284357
Martinez v Evans Fruit Co	18-2-01662-39
Martinez v Expression in Wood	21STCV00169
Martinez v Knight Transportation	
Martinez v Providence Farms	
Maasrani v Waterman	
Martinez v Double L Cattle Company	
Martinez v Expressions in Wood [PAGA]	
Matisse v Dun & Bradstreet (Group 1 - Settlement)	1:18-cv-00725-LY
Matthews v Red Hill Country Club	
Mattice v Benchmark Conf Resorts	19CV03102
Mawby v Milo's Kitchen	1616-CV03384
McClurg v People Ready (3 scenarios)	
McCroskey v Tate & Lyle	1:21-CV-00634
McCurley V Derst Bakeries	5:15-cv-00194-JMC
McGlenn v Sprint	
McGrothers v GT Pizza	2:20-cv-4050
McManus v Gerald O Dry	22CVS001776
McNeil v CPS (Giles County)	1:18-cv-00033
MedPro Healthcare Staffing v Clunis	CACE-20-010694
Medrano v Flowers Foods	No. 16-CV-00350 (D.N.M)
Medwid v ASAP Holding Co	37-2016-00010176-CU-BT-NC
Meier's v Prosperity	
Mejia & Devaney v Coast to Coast Commercial LLC (Sonic)	CIVSB2105311 SAN BERNARDINO COUNTY SUPER COURT
Mendez v A-Line Messenger Service BW	CIVDS1923624
Mendez v A-Line Messenger Service Cert	CIVDS1923624
Meyers v bebe Stores	14-cv-00267-YGR
Meyers v Mathias Brothers	
Miles v Kirkland Stores, Inc.	5:18-cv-01559-CJC-SHK
Miller v Flower Foods of North Dakota	
Miller v. Keystone Freight	19-2-09146-1 KNT
Miranda, et al. v. Mahard Egg Farm, Inc	4:19-CV-00092-ALM
MMT Holdings v City of Dublin, Georgia	Civil Action No. 2016-CG-0644
Moise v Sharmac Corp.	
Maldonado v Dayton Superior	
Montemarano v Master Group Cert	1:19-CV-2387
Montemarano v Master Group	1:19-cv-2387
Montgomery v Continental Intermodal Group Trucking (CIG)	19-940-MV/GJF
Moore v Department of State Hospitals (DSH)	19STCV16858

-CONFIDENTIAL INFORMATION-



Mora v IGT
Morales v OPARC

Morel v Goya Foods
Moskowitz v Atlanta Hawks
Mullins v Data Management Co
Munoz v Carrollton Springs LLC, ET AL.
Munoz v Norman Window Fashions
Nava v Marcos Renteria AG Services
Neal v Hillson's of Lebanon
Neff v Flowers Foods
Nelson v Vanguard
Nelson v Vanguard Cert
Nguyen v Market Source
Niemann v JCSMH
Nix v Adams Beverages of NC
Noll v Flowers Food Cert
Noll v Flowers Foods
North v Layers BW
North v Layers PAGA
Nucci v Rite Aid
Nucci v Rite Aid BW
Nunes v Home Depot
Nunez v Thompson
Ocampo v Capstan
OFCCP v Cerner
OFCCP v Sprint Corporation
Oliphant v SPRINT Management Corp
Oliver v Centene Corporation
OM-Defendant-4789 (PAGA)
O'Neal-Roberts v Off the Grid Services
Orozco v Gruma Corporation PAGA
Pacheco v Bushfire Grill, Inc.
Padilla v Caliper Building Systems
Padilla v Valadao Industries
Padron v AMI Expeditionary Healthcare
Palma v Mercury Insurance Services
Paningbatan v Motivate Belaire-West
Parish v Cook County
Park v United Collection Bureau, Inc.
Parrot v Wakefield
Medrano v Party City Corporation
Party City FACTA Cert
Party City FACTA Settlement
Patterson v Volkswagen
Patzfahl v FMS ZA
Patzfahl v FSM ZA LLC Class Cert
Payne v Zorbaz
Perry v Schnucks Grocery
Pfeiffer Settlement
Phelps v Toyotetsu America

2:20-cv-05551-ES-CLW and ESX-L-8192-21
2017-cv-288354
1:20-CV-214
4:20-cv-01719
20NWCV00279

5:15-cv-00254-GWC
5:19-cv-00030 MFU
5:19 CV00030MFU
37-2017-00048458-CU-OE-CTL

3:19-cv-000669
1:15-CV-00493-LEW
1:15-cv-00493-LEW
CGC-19-577983
CGC-19-577983
19-cv-01434-LB
19-cv-01434

MID-L-949-15
19STCV05638

8L18-CV-353

RG20075270
1:20-cv-1290-A WI-EPG
3:18-CV-01696-JAH-WVG
0:20-cv-00658

CIV-DS1911981

07 CV 4369
2:15-cv-01306-SRC-CLW

STK-CV-UBT-2016-11712
2:16-cv-02996-WBS-EFB

2:20-cv-1202
20-cv-1202
03-CV-19-2721

6:22-cv-00106-CHB-HAI



Philemon v Aries et al	18-cv-1927(RJD)(CLP)
Phillips v A-Team Delivers	RG21104034
Pichardo v Lundy-Thagard Company	BC645411
Piccolo v Go Jump Oceanside	37-2020-00003052-CU-OE-NC
Pierre-Charles v Consumer Portfolio Services, Inc	3:10-cv-10025-BRM-DEA
Piland v Markwort Sporting Goods (Gameface)	17CV02311
Pina v Nielsen Farms	18CV001450
Polite v Boscov's	
Pororoca et al v Flowers Foods	
Power v Sandbox Transportation	1:16-cv-01978-JLK
Pressler & Pressler FDCPA	2:16-cv-00119-MCA-LDW
Price and Bock v Ferrell Gas, Inc	13:18-cv-01502-JAH-(MSB)
Pruitt v Quality Labor Services	16C9718
Puglisi v Storm Water Inspections & Maintenance	30-2020-01175159-CU-OE-CXC
Pulido GA Pacific case	
Quiroz Franco v Greystone Ridge Condos	30-2018-00980426-CU-OE-CJC
Rael v Red Rocks Credit Union	2020cv3226
Raff v Safavieh	ESX-1-2017-15
Rahman v Gate Gourmet	3:20-cv-03047-WHO
Ramirez v Milton Roy	
Ramirez v. Harris Ranch	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
Rubin-Knudsen v Arthur Gallagher BW
Rush v Greatbanc Trust Co (Segerdahl ESOP)
Russell v KeHE Distributors
Saenz v Old Dominion Freight Line, Inc.
Saldana v Quail Creek Farms
Stallard v MedImpact Healthcare
Sally v Adidas
Sanchez v California Steel Industries - PAGA
Sanchez v Exact Staff
Sanchez v ExamOne World Wide, Inc.
Sanchez v LAAEC
Sanchez v Mesa Packing LLC
Sanders v Professional Medical Management
Santiago v Northland Group
Santino & Durate v Highland Fruit Growers
Santos v River Credit Works
Sarubbi v Tech Mahindra
Schaefer v Denso
Schamp v Fresno SSYP
Schell v Discovery Practice Management
Schucker v Flowers Foods

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

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

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

20-CIV-03616
19STCV00685

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

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

MID-L-1693-18

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

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

19-CV-6691-SJB

5:22-cv-10532-JEL-APP
1:17-CV-1335
1:17-cv-1335-TJM-CFH
MIL-L-2441-17
19-80064-TLS



Stafford v Debics Cert	3:22 CV 02106 B
Starr-Patterson v Schell & Kampeter	STK-CV-UOE-2020-9296
Stinson Insurance Settlement	
Stotesbery v Muy Pizza-Teja's Class Cert	0:22-cv-01622-KMM-TNL
Supplemental Income Trust Settlement-ERISA	
Sutton v United Courier	1;20-cv-682
Tapia v Rivo Holdings	37-2021-00046361-CU-OE-CTL
Taylor v Debics Cert	3:22 CV 02141 E
Teleaga v Beyer Services	STK-CV-UOE-2018-6387
Terry v Bay Area Beverage Co	MSC18-00859
Tharpe v Sprint Corp	
The Bakery v Kenneth Pritt	
The Body Shop FACTA	No. 2017-L-000604
The Cellular Connection	
Thomas v City of Edmundson	4:18-cv-2071 RLW
Thomas v Goodman Manufacturing	
Thomas v Wellnitz	RG19023516
Tinaco v Quik Stop	RG20061119
Tirado v Deluxe Auto Sales	
Titus v Martin-Brower Company	2:17-cv-00558-JAM-GGH
TNG Retail Services	
Torres v Community Health Alliance of Pasadena	BC713396
Touma v Budee, Inc.	MSC18-01729
TPH v BSFC	1916-CV07105
Turner v Walmart	20SL-CC00466
Udoewa v Divergent	159458/2018
Udoewa v Ettain Group Inc	3:18-cv-00535-MOC-DCK
USA v Pelfrey & Omega	CIV-18-00945-JD
USA v Pfeiffer	20-cv-1974 (WMW/KMM)
USI Settlement	
Vae v MOGA	BCV-20-103017-BCB
Vaesau v PCT Enterprises, Inc. DBA Precision Cabinets	MSC18-02404
Valdivia v Best Contracting	19STCV38294
Valladares v Zacky	
Vargas v SkySkopes, INC	56-2020-00544196-CU-OE-VTA
Vega v Bar VP Dairy	269713
Vela Cruz v AG Transport	
Velasquez v Stater Brothers Ranch	
Velasquez v Vantec Hitachi Transport	20STCV20016
Velleman v WCU	C.A. No. 1681-CV-03110
Velazquez v SMD	
Viesse v Tacoma Screw	2:16-cv-01026-JCC
Velshis-Bautista v. Brewster Heights DBA Gebers	18-2-00253-24
Villafan v Broadspectrum	3:18-cv-06741-LB
Villanueva v Custom Orchard, Inc	
Vinnitsky v LA Overnight	
Wa v Safeway Inc	RG20075295
Wade v American Directions Research (ADRG)	194251
Wade v Furmanite American	3:18-cv-433
Wakefern (data verification project)	NA



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



Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty, 3:92-cv-00223

Sun Country Employee Litigation

Dupont Chemical Pollution Litigation

Haight v Bluestem Brands, Inc. -TCPA, No. 13-1400 (M.D. Fla.)

Dugan v TGIF-Wage and Hour/FLSA ,

Dunkel v Warrior Energy-Energy-Wage & Hour

Shelby v Miller Investment Group-Consumer Finance

Salas v Watkins Manufacturing-FLSA

Dull v IPS-Energy Sector Wage & Hour

Wallach v FFG-TCPA

Bourgeoisie v City of Baltimore-Consumer Fees

Brown v Alley-FLSA

Turner v ACD-Wage & Hour

Villa v San Francisco 49'ers-Consumer Fees

Thomas v Solvay

Reid v Unilever-Mass Tort

Zeller v PDC Corporation-FLSA

Murr v Capital One-Consumer Fraud

Redman v City of Chicago- FACTA

Ernst v Sterling-Dish Case-Consumer Fraud

Ott-Publix-FLSA

Ellsworth v US Bank-Consumer Finance

Vidra v Midland Financial-Consumer Finance

Vu v Performance Recovery



Freeman v Berkeley Packaging-FLSA

Martin v JTH-TCPA

Walker v Core Power Yoga-Wage & Hour

Froberg v Cumberland Packaging-Stevia in the Raw Settlement-1:14-cv-00670

Debarsekin v L2T-FLSA & Wage and Hour

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

Templeton Rye -False Labeling

Belardes v Farm Fresh to You-FLSA

Tin Cup Settlement-False Labeling

Johnson v Scan SAT-Medical Billing Data Breach

Garcia v EJ Amusement-FLSA and Wage & Hour

Doran v Forever Grand Vacations-Consumer Fraud- Time Share

Velasco v Chrysler Corp-Recall

Covell v Sleep Train-Wage & Hour

Torres v Kwon Yet Lung-FACTA

Redman v IMAX-FACTA

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

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



ATTICUS MANAGEMENT TEAM

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

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

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

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

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

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

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

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

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

Bryn Bridley –VP of Business Development – Bryn has over 19 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past settlement administration work included the day-to-day activities of several high-profile consumers, employment and other types of cases. Bryn has extensive experience with CAFA Notices and Class Certification campaigns.



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

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

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

EXHIBIT B

Atticus Administration, LLC

Kristy Buesgens
Project Manager

Seilhamer v. Guitar Center Stores

Prepared for

Kristy Connolly | Senior Associate
kconnolly@aegislawfirm.com
P: 949.379.6250

Aegis Law Firm, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618



Class Action Administration

Estimate E2025-04-E35
Seilhamer v. Guitar Center Stores

Prepared on April 28, 2025
By Kristy Buesgens | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING – Mailed First Class	\$8,882
<i>Print notice, up to 10 pages</i>	Included
<i>Undeliverable, return mail processing, NCOA, skip-trace</i>	Included
<i>English and Spanish</i>	Included
PROJECT MANAGEMENT, ADMIN FEES, TECHNICAL	\$4,125
COMMUNICATIONS	\$3,554
<i>PO box rental</i>	Included
<i>Static case website</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>Correspondence, out-outs, objections</i>	Included
FUND, TAX, REPORTING	\$2,051
<i>Setup QSF, file annual fund returns</i>	Included
DISTRIBUTION	\$8,945
<i>Check printing, payment calculation and verification, bank fees</i>	Included
Discount	(\$1,557)

TOTAL: **\$26,000**

PRINT NAME

Client Signature

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.

Key Assumptions

- Hybrid Class: **3,400 individuals.**
- Notices mailed via USPS, up to 10 pages, in English and Spanish. Price includes all postage and handling fees.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes dedicated 800#, live operators, IVR for FAQ and other correspondence. All requested declarations included.
- Static case website to host required court documents.
- Includes all federal and state tax reporting for one state (CA) with class members and/or Aggrieved Employees receiving 1099's and W2's.
- Includes one distribution to all class members who do not opt-out and all Aggrieved Employees will also receive their PAGA portion.
- Uncashed funds escheat to unclaimed property.

ROLE

Date

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		3,400	Class Mbrs	\$8,882
Class Data List (Review, Compile, Analysis, Cleansing, Processing)		10	Hours	\$1,235
Class Notice Review (Proof, Finalize, Print Set-Up)		4	Hours	\$494
Class Notice Translation: English -> SPANISH		1	Translation(s)	\$840
Class Notice Printing	10	34,000	Printed Pages	\$2,754
Class Notice Postage (within 1 ounce max weight)		3,400	Mailed Notices	\$2,282
Notice Undeliverable Mail (Receipting, Cataloguing, NCOA, Remailing)	10.0%	340	Pieces	\$754
Notice Request Remails (Printing, Postage, Skip-Trace Hits)	5.0%	170	Pieces	\$523
PROJECT MANAGEMENT		30	Hours	\$3,750
TECHNICAL SET UP (includes project kick-off)		3	Hours	\$375
COMMUNICATIONS				\$3,554
Telephone (Setup, Monthly Fee)		6	Months	\$285
Website (Static, Information Only)		6	Months	\$1,500
Telephone (Messages, Voicemail, IVR, Live Operator Support)		6	Months	\$978
PO Box (Setup, Monthly Fee)		6	Months	\$100
Correspondence (Objections, Processing)		Various	Hours	\$691
FUND, TREASURY & TAX REPORTING				\$2,051
Establish QSF		2	Hours	\$247
Tax Reporting (Prepare and File, Annual Fund Return)		8	Hours	\$988
Print 1099's & W2's		3,400	1099's & W2's	\$816
DISTRIBUTION (Payment Calculations & Reporting)				\$8,945
Check and Cover Letter (Design, Review, Finalize)		4	Hours	\$494
Payment Data (Calculate, Verify Payments)		10	Hours	\$1,235
Payment Reports (Preparation, Reconciliations)		10	Hours	\$1,235
Check Printing (Print Setup, Printing, Mail Prep)		3,400	Printed Checks	\$2,431
Check Mailing Postage (will be 1x mailings)		3,400	Mailed Checks	\$2,282
Check Undeliverable Mail (Receipting, Cataloguing, NCOA, Remailing)	7.0%	238	Pieces	\$546
Bank Fees (Account Setup, Monthly Fee)		9	Months	\$722
DATA STORAGE		n/a		\$0
Discount				(\$1,557)
		TOTAL		\$26,000

Operating Assumptions

- Hybrid Class: **3,400 individuals**.
- Notice mailed via USPS, up to 10 pages, in English and Spanish. Price includes all postage and handling fees.
- Data review, cleansing and preparing file for mailing; including NCOA, new address searches, and skip tracing if required.
- Communications includes, PO box, mail correspondence, 800# with live phone operators and IVR.
- Static case website to host required court documents.
- Project management assumes 33 hours at a blended rate of \$125 per hour. Includes summary reporting on a weekly basis and all requested declarations.
- All class members who do not opt-out will receive a check and tax document(s) and all Aggrieved Employees will receive their PAGA portion.
- Qualified Settlement Fund assumes 9 months. All bank fees are included in pricing.
- Uncashed funds escheat to unclaimed property.
- Disbursement includes positive pay "anti-fraud" features.



Thank you



Kristy Buesgens
Project Manager

952-297-8739 (Direct)
kbuesgens@atticusadmin.com

1295 Northland Drive Suite 160
St. Paul, MN 55120

www.atticusadmin.com

EXHIBIT C

Data Security & Information Privacy

Approved Date	November 13, 2024
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	November 8, 2024
Current Version	8.0

I. Overview

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

II. Scope

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

III. Roles and Responsibilities

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

IV. Policy

1. Data Governance

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

2. Internal Use of Data

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

3. External Use and Disclosure of Data

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

4. Data Collection and Retention

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

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

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

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

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

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

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

6. Data Classification

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

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

7. Data Encryption Standards

a. Cryptographic Control Use

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

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

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

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

a. Cryptographic Control Standards

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

b. Encryption in Transit

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

c. Encryption at Rest

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

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

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

8. Key Management Standards

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

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

9. Data Backup and Recovery

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

10. Breaches in Security and Privacy Violation

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

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

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

V. Enforcement

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

VI. Distribution

This policy is to be distributed to all users.

VII. Policy History

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