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Attorneys for ARTURO SALAS GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ARTURO SALAS GARCIA, on behalf of
the State of California, and others similarly
situated and aggrieved,

Plaintiff,

vs.

STAY GREEN INC., a California
corporation; and DOES 1-100, inclusive,
Defendants.

Case No.: 23STCV17296

Assigned for All Purposes to:
Hon. Gregory Keosian
Dept. 61

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

Date: April 30, 2024
Time: 8:30 a.m.
Dept.: 61

Reservation No.: 566136987541

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2
3 **DECLARATION OF CHRISTOPHER LONGLEY**
4

5 I, **CHRISTOPHER LONGLEY**, hereby declare as follows:
6

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

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

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

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

25 5. Atticus's core competencies include pre-certification mailings, claims
26 administration including the processing of claim forms, claim validation and anti-fraud detection,
27
28

1 data preparation and data management, accounting services and tax reporting, qualified settlement
2 fund management and escrow services, and distribution of funds.

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

7
8 7. Atticus will upon Court approval mail PAGA checks along with a letter of
9 explanation to Aggrieved Employees to their Last Known Address via pre-paid postage first class
10 mail through the United States Postal Service. Prior to mailing the distributions, Atticus will
11 verify the Last Known Address using the National Change of Address (NCOA) database
12 maintained by the United States Postal Office, and if an Updated Address is found, that Updated
13 Address shall be used in lieu of the Last Known Address and be treated as the new Last Known
14 Address for purposes of this mailing and subsequent mailings. Any distributions that are returned
15 will be processed, skip-traced and re-mailed as outlined in the Settlement Agreement, three
16 business days (3) after Notice is returned for address correction.

17
18 9. Atticus uses a variety of tools for skip- tracing purposes in order to find addresses
19 that have no forwarding location. These tools include Experian or IDI, and other professional
20 resources like Experian or IDI to locate Class Members. In some instances, Atticus will also hire
21 professional skip tracing firms to locate missing Aggrieved Employees for distribution purposes.
22 Until Atticus reviews the data file in the above captioned case, we do not yet know what the best
23 course of action will be to contact those Aggrieved Employees who do not have forwarding
24 address information on file.

25
26 10. To administer this PAGA matter, Atticus has agreed to a capped fee estimate of
27 \$3,500. A copy of our bid is attached as **Exhibit 2** to this Declaration.
28

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

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

13. I further attest to the fact that Atticus has no independent financial relationship with either plaintiff, plaintiff's counsel, or defense counsel in this matter. Nor, upon review does Atticus have any conflicts, or potential conflicts with any member of the class in this matter.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct to the best of my knowledge. Executed this 2nd day of April 2024, at Saint Paul, Minnesota.

Chris Longley | CEO
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	2020CV32226
AAFCU GAP Interest Settlement	0:20-CV-00607-PJS-HB
Abdul-Ahad v Associated Courier, Inc (Street Fleet)	
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	3:19CV01353JCS and SCV264110
Choukalas v Cuyahoga County	1:18-cv-00588-JG
Christian v Mad Anthonys	22-2-03132-8 SEA
Chung v Alliance One	
Ciaz v ND Travel Nurses	
Cibulka v St. Louis County, MO	17SL-CC04021
Citywide v Gruma Corporation	CV19-04724 DSF
Clark v Heavy Restaurant Group	22-2-01864-0-SEA
Clay v Dart (Cook County Division 6 Cert)	1:19-cv-02412
Cole v Orange County	8:18-CV-1020-DOC-(KESx)
Cole v Orange County Cert	8:18-cv-01020-DOC-KES
Coley v Eskaton	34-2014-00171851
Colina v Goya Foods	ESX-L-8192-21
Collins v Dunbar	
Collins v Golden Gate Bell	
Comofort v Fernandez Brothers	5:17-cv-01863-EJD
Cook v Window Nation	
Corcoran v Herringbone Tavern	CGC-18-570576
Corner v Gregory & Co	
Coronado v Flowers Foods	16-350 JCH/KK
Cosio v IPAA	CC-16-551337
Cosio v IPAA Cert	CGC-16-551337
Cottonwood Financial Ltd dba Cash Store	File No. 2020-BCFP-0001
Covarrubias v The Martin Brower Co	19STCV26101
Cowley v Prudential 216(b)	2:21-cv-12226-SJM-DRG
Coyle v Flowers Foods	
Coyle v Mosaic	19STCV30088
Craw & Shurtleff v Hometown	18-12149-LTS
Crema v New Jersey National Golf Club	SOM-L-1433-17
Crites v Smokey Point	CASE NO. 18-2-19921-2 SEA
Culberson v Motion Auto Plaza	2011-CC00118
Daniels v Top Dot Mortgage	08 CV 4736
Danley v City of Mission KS	Case No. 17CV05514
Danshir v GNY	
Dart v Sheriff of Cook County	
Davis v Omnisure	CAM-L-3742-15
Davis v. City of Normandy	4:18CV01514RLW
Day v GEICO Casualty (cert notice)	
De Carolis v Broadcom	21CV384293
De La Rosa v Coca Cola	17CV000787
De Luna v Pacific Rim Dairy	14C0070
Deak v In-N-Out Burgers	30-2019-01060706-CU-OE-CXC



DE Benning v Costco	34-2021-00309030
Deltoro v City Select	BUR-L-709-19
Demings v. Summit NW	19-2-09345-5 KNT
Diaz v Azcona Harvesting	M127608
Dillard v Fidelity National Financial Inc.	MSC18-00394
Doe v Barnstormers Basketball of Iowa	3:20-CV-0005
Domenech v National Water Main Cleaning Company	2:18-cv-08202 SDW-LDW
Dominguez v LifeSaver	
Donofrio v Auto Owners Ins. Co.	3:19-cv-58-WHR
Doty v Watkins & Shepard Trucking	3:19-cv-05236-JHC
Douillard v Sprint	8942
Dun & Bradstreet (Group 2-No Settlement)	1:18-cv-00725-LY
Edlin v Boot Man Inc (dba Premier Parking)	18EV004241
Edwards v Costco	5:21-cv-00716-MWF-KK
Edwards v PJ Ops, Idaho et al.	1:17-cv-0283
EEOC v Activision Blizzard	2:21-CV-07682 DSF-JEM
EEOC v AMTCR	2:21-cv-01808-JAD (NJK)
EEOC v Hathaway	
EEOC v Prestige Care	1:17 CV 01299-AWI-SAB
Ellsworth v Schneider National Carriers	CIVDS2012486
Eldridge v LADMC	
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

Gateley v Roman Freight

Gaytan-Mendoza v Taylor Orchards

Gelson's Markets Project

George v Schulte Hospitality

Gil v Luxottica

Gilstrap v Sushanti 216b Cert

Go Jump [PAGA]

Goh v NCR FCRA

Gomez-Gasca v Future Ag

Gonzales v Healthcare Services Group BW

Gonzalez v New Century Financial Services Inc

Gonzalez v Xtreme Manufacturing

Tran v Good Health Natural Products

Gotishan v Kyo Autism Therapy

Gould v BCT, Inc

Gould v Farmers Insurance Exchange

Gray 2 v HCI Group

Grubhub

Gruma Foods Settlement

Gudia v Adams

Guidry v Dow Chemical Company

Guillen v AAA-Limo

Gutierrez v Zero Motorcycles

Hadley v Sugarmill Distillery

Hanna v Marriott

Hanz v. SWBT

Harding & Moore v Wakefield & Assoc

Harris v Diamond Dolls

Harris v General Motors Corp

Harris v Georgia Pacific

Harris v Wakefield

Hawkins v Middle Tennessee Pizza

Hendrix v. Knight Transport

Hernandez v Central Valley Community Bank

Hernandez v City of Houston

Hernandez v Double Lucky

Hernandez v NY4 Pretzel

Hernandez v So Mo Co Labor Supply, Inc.

21CV000871

19-2-04498-5 KNT

18-2-00482-3

BC670061

2018-CH-04413

19STCV32413

1:22-cv-434

AAA No. 01-15-0004-0067

19-CV-2359-YGR

CGC-18-570988

ESX-L-007675-17

BC561427 and BC588986

19-2-00706-36

1922-CC11065

18-7440 (KFP)

Confidential Master

Settlement Administration

Agreement

19STCV10106

2:19-CV-12233-MLCF-KWR

19CV03725

2020L13

3:18-cv-00325

None: Arbitration

18SL-AC26348-01

3:19-cv-00598-RCJ-CBC

6:19-cv-06001-RTD

1722-cc11907

19-2-03468-8 KNT

278857

Civil Action No: 4:16-cv-

03577

18CV001441

712045/18

M129230

-CONFIDENTIAL INFORMATION-



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

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

Hood v Hen Quarter Cert
Hope v Alorica
Hudson v Valley Hope Association
Huffman v Pacific Gateway Concessions LLC
Hurlocker v APTIM
Huynh v Parker -Hannifin Corporation
Ibanez v OC Burger Boys
Illinois v Mino Automation

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

In re Galileo Learning
In Re Managed Care Solutions Healthcare
In Re: Chinos Holdings, Inc (J Crew)
IP-CommuniCare-469
Isley v BMW
Jacques v Mike's Mobile
Jadan v Costco

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

2:19-cv-12680
19CV340438

Janjua v Pilot Travel Centers
James Blancher v KRG JCS
Jeffries v Volume Services America FACTA
Jensen v Blue Shield of CA
Jewell v New Legend, Inc.
Jalil v Diesel Services

RG18916321
17-1788 (CKK)
CGC-17557801
19-2-06146-0

Jimenez v Environmental Service Partners
Jimenez v ESP

CGC 195766544
CGC-19-576544
56-2020-00545162-CU-OE-VTA
56-2020-00545162-CU-OE-VTA
56-2020-00545162-CU-OE-VTA
17CV000875

Jimenez v San Cristobal Distributing

Jimenez v San Cristobal Distributing BW

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

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

56-2013-00469494-CUBT-VTA
0:21-cv-01003-DWF-JFD
19STCV16466
1:17-CV-1238

Juarez v ISL	30-2020-01132859-CU-OE-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-
Medwid v ASAP Holding Co	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.
Miller v Flower Foods of North Dakota
Miller v. Keystone Freight
Miranda, et al. v. Mahard Egg Farm, Inc

5:18-cv-01559-CJC-SHK

19-2-09146-1 KNT
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
Montemarano v Master Group
Montgomery v Continental Intermodal Group
Trucking (CIG)
Moore v Department of State Hospitals (DSH)
Mora v IGT
Morales v OPARC

1:19-CV-2387
1:19-cv-2387

19-940-MV/GJF
19STCV16858

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

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

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

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

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

MID-L-949-15
19STCV05638

8L18-CV-353

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 Zorbas	03-CV-19-2721
Perry v Schnucks Grocery	
Pfeiffer Settlement	
Phelps v Toyotetsu America	6:22-cv-00106-CHB-HAI
Philemon v Aries et al	18-cv-1927(RJD)(CLP)
Phillips v A-Team Delivers	RG21104034
Piccolo v Go Jump Oceanside	37-2020-00003052-CU-OE-NC
Pierre-Charles v Consumer Portfolio Services, Inc	3:10-cv-10025-BRM-DEA
Piland v Markwort Sporting Goods (Gameface)	17CV02311
Pina v Nielsen Farms	18CV001450
Polite v Boscov's	
Pororooca et al v Flowers Foods	
Power v Sandbox Transportation	1:16-cv-01978-JLK
Pressler & Pressler FD CPA	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
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 SSYPA
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
Shariff 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 Houelander & Associates

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

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

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

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



The Body Shop FACTA	No. 2017-L-000604
The Cellular Connection	
Thomas v City of Edmundson	4:18-cv-2071 RLW
Thomas v Goodman Manufacturing	
Thomas v Wellnitz	RG19023516
Tinaco v Quik Stop	RG20061119
Tirado v Deluxe Auto Sales	
Titus v Martin-Brower Company	2:17-cv-00558-JAM-GGH
TNG Retail Services	
Torres v Community Health Alliance of Pasadena	BC713396
Touma v Budee, Inc.	MSC18-01729
TPH v BSFC	1916-CV07105
Turner v Walmart	20SL-CC00466
Udoewa v Divergent	159458/2018
Udoewa v Ettain Group Inc	3:18-cv-00535-MOC-DCK
USA v Pelfrey & Omega	CIV-18-00945-JD
USA v Pfeiffer	20-cv-1974 (WMW/KMM)
USI Settlement	
Vae v MOGA	BCV-20-103017-BCB
Vaesau v PCT Enterprises, Inc. DBA Precision Cabinets	MSC18-02404
Valdivia v Best Contracting	19STCV38294
Valladares v Zacky	
Vargas v SkySkopes, INC	56-2020-00544196-CU-OE-VTA
Vega v Bar VP Dairy	269713
Vela Cruz v AG Transport	
Velasquez v Vantec Hitachi Transport	20STCV20016
Velleman v WCU	C.A. No. 1681-CV-03110
Velazquez v SMD	
Viesse v Tacoma Screw	2:16-cv-01026-JCC
Velshis-Bautista v. Brewster Heights DBA Gebers	18-2-00253-24
Villafan v Broadspectrum	3:18-cv-06741-LB
Villanueva v Custom Orchard, Inc	
Vinnitsky v LA Overnight	
Wa v Safeway Inc	RG20075295
Wade v American Directions Research (ADRG)	194251
Wade v Furmanite American	3:18-cv-433
Wakefern (data verification project)	NA
Wall v AshBritt	3:15-cv-08982-PGS-TJ
	30-2012-00537897-CU-BT-CXC
Wall v HP, Inc	CIVSB2117915
Wallack v AT&T Mobility	
WAM PAGA case	
Ward v Tilly's Inc.	BC595405



Ward v YRC Freight	19-2-28259-2 KNT
Warsame v Metropolitan Transportation Network (MTN)	20-cv-01318 ECT/ECW
Waters v Pizza to You	3:19-cv-372
Waters v Pizza to You Cert	3:19-cv-372
Watkins v Pressler Pressler	
Watts v TRL Systems [PAGA]	
Wazwaz v Hematogenic Laboratory Services, LLC	2021-CH-5893
Webb Santiago v AT&T Mobility	
Webb v City of Maplewood	4:16-cv-1703
Webb v City of Maplewood Cert	4:16 CV 1703 CDP
Wegner v Carahsoft	PJM 20-00305
Weirbach v The Cellular Connection	5:19-cv-05310-JDW
Wellinger v Live Nation	19STCV04397
Wesco Aircraft Hardware Corporation Settlement	
West v Bam! 216b Cert	1:22-cv-00209-DHU-JHR
White v Wesco Aircraft Hardware Corp	BC658654
Whitney v Cook County	18-cv-4475
Wicks v Title Loan Company DBA The Loan Machine	17SL-CC02673
Wilk v Skechers	5:18-cv-01921
Williams v Equitable Acceptance Corporation	18-CV-07537 (NRB)
Williams v Sake Hibachi Sushi & Bar	3:18-CV-0517-D
Wilson v Peckham	
Winkel v JH Steak	20-2-04853-4-SEA
Winsor v TBD Pizza	
Womack v Superior Energy Services	7:19-CV-00074
Wood v Athens-Clarke County	3:14-CV-00043-CDL
Xcel Health Settlement	
Ybarra v SIP 401K	8:17-cv-02091-JVS (Ex)
Ylvisaker v Clarkson Eyecare LLC	17SL-CC02089
Youmans v CPS	19EV001823
Young v Chieftain Coating	20-cv-10520
Zaldivar v. Moulton Logistics	19STCV12250
Zambrano v Strategic Delivery Solutions 216b	15-cv-8410 (ER) ED NY
Zamdio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
Zollicoffer v Gold Standard Eagle v Vee Pak	13-CV-1524 (GSB) 12-C-
Zollicoffer v MVP	9672 (Vee Pak)
	16CV11086



Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty

Applied Card Bank Credit Card Litigation-Data Breach

Sun Country Employee Litigation

Dupont Chemical Pollution Litigation

Haight v Bluestem Brands, Inc. -TCPA

Dugan v TGIF-Wage and Hour/FLSA

Dunkel v Warrior Energy-Energy-Wage & Hour

Shelby v Miller Investment Group-Consumer Finance

Salas v Watkins Manufacturing-FLSA

Dull v IPS-Energy Sector Wage & Hour

Wallach v FFG-TCPA

Bourgeoisie v City of Baltimore-Consumer Fees

Brown v Alley-FLSA

Turner v ACD-Wage & Hour

Villa v San Francisco 49'ers-Consumer Fees

Thomas v Solvay

Reid v Unilever-Mass Tort

Zeller v PDC Corporation-FLSA

Murr v Capital One-Consumer Fraud

Redman v City of Chicago- FACTA

Ernst v Sterling-Dish Case-Consumer Fraud

Ott-Publix-FLSA

Ellsworth v US Bank-Consumer Finance

Vidra v Midland Financial-Consumer Finance



Vu v Performance Recovery

Freeman v Berkeley Packaging-FLSA

Martin v JTH-TCPA

Walker v Core Power Yoga-Wage & Hour

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

Debarsekin v L2T-FLSA & Wage and Hour

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

Templeton Rye -False Labeling

Belardes v Farm Fresh to You-FLSA

Tin Cup Settlement-False Labeling

Johnson v Scan SAT-Medical Billing Data Breach

Garcia v EJ Amusement-FLSA and Wage & Hour

Doran v Forever Grand Vacations-Consumer Fraud- Time Share

Velasco v Chrysler Corp-Recall

Covell v Sleep Train-Wage & Hour

Torres v Kwon Yet Lung-FACTA

Redman v IMAX-FACTA

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

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



ATTICUS MANAGEMENT TEAM

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

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

Chris co-founded Atticus Administration LLC, in August 2016. Since its inception, Atticus has administered over 900 settlements and has distributed more than \$1 billion in award payments.

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

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

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

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

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

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

Bryn Bridley – Director of Project Management – Bryn has over 19 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past claims administration work included the day-to-day activities of several high-



profile consumer, employment and other types of cases. Bryn has extensive experience with CAFA Notices and Class Certification campaigns. Bryn is an honor's graduate of the University of Minnesota-Duluth and enjoys running and camping in her free time.

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

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

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

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EXHIBIT 2

Atticus Administration, LLC
Kristy Buesgens – Project Manager

Garcia v. Stay Green [PAGA]

Prepared for

Sepideh Ardestani | Attorney
sepideh@crosnerlegal.com
P: 424.332.6312

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



ATTICUS
SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2024-02-E35
Garcia v. Stay Green [PAGA]

Prepared on February 28, 2024
By Kristy Buesgens | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING-Mailed First Class	\$ 0
Not applicable	
PROJECT MANAGEMENT/ADMIN FEES/Technical	\$1,150
COMMUNICATIONS	\$ 376
PO Box rental	Included
IVR, 800#, live operators	Included
correspondence	Included
FUND, TAX, REPORTING	\$666
setup QSF, file annual tax returns	included
DISTRIBUTION	\$1,582
check printing, payment calculation & verification, bank fees.	included
Discount	(\$274)
TOTAL:	\$3,500

Key Assumptions

- Aggrieved Employees:
215 individuals PAGA case.
- No Noticing.
- One-page cover letter to accompany checks (English and Spanish).
- Includes Spanish translation.
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes, dedicated 800#, and IVR and live operators.
- PAGA payments to all individuals along with explanatory letter.
- Tax reporting will consist of 1099's.
- CA only.

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:
100% payable PAGA distribution



Detailed Budget

Atticus Services & Cost Description

DESCRIPTION	UNITS	SUBTOTAL
NOTICE MAILING (not applicable)	215 Class Mbrs	\$0
PROJECT MANAGEMENT	10 hrs	\$1,050
TECHNICAL SET UP (includes project kick-off)	1 hrs	\$100
COMMUNICATIONS - English only		\$376
Telephone - Set-Up + Monthly Fee	6 Months	\$150
Telephone - Messages/IVR - live operators	6 Months	\$163
PO Box - Setup & Monthly Fee	6 Months	\$63
FUND, TREASURY & TAX Reporting		\$666
Set-Up QSF	1.00 Hrs	\$117
Prepare/File Annual Fund Return, 1096 and other Tax Forms	4.00 Hrs	\$468
Mail 1099s no postage - mailed with check	postage	\$0
Print 1099's	215 1099's	\$81
DISTRIBUTION, Payment Calculations & Reporting		\$1,582
Cover Letter & Check - Design/Review/Finalize	2.00 Hrs	\$182
Payment Data - Calculate & Verify Payments	2.00 Hrs	\$182
Prepare Payment Reports	2.00 Hrs	\$182
Check - Print Set-up/Printing/Mail Prep	215 checks	\$280
Check Mailing Postage (will be tx mailings)	215 mailed	\$125
Spanish translation	1 1 page	\$100
Check - Undeliverable/ NCOO /Return Mail Processing & Remail (3% Return)	6 3.0% est	\$81
Bank Fees (Account Set-Up & Monthly Fee)	18 months	\$450
DATA STORAGE	n/a	\$0
Small Case Discount		(274)
TOTAL		\$3,500

Operating Assumptions

- Aggrieved Employees:
215 – individuals - CA Only
- Class Notice-no noticing. Distribution includes explanatory letter to check recipients (English and Spanish).
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
- Communications includes, PO BOX, Mail Correspondence, 800#, IVR and live phone operators.
- Project management assumes 11 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.
- All aggrieved employees receive a PAGA check along with explanatory letter and tax document.
- Uncashed checks – CA unclaimed property.
- Disbursement includes positive pay "anti-fraud" features.



Thank you



Kristy Buesgens
Project Manager

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

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St. Paul MN 55120

www.atticusadmin.com

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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