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on behalf of the State of California and all Aggrieved Employees
8 *Additional Counsel Listed on Next Page*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

11 EUGENE LAWSON, MARY CRAWFORD,
12 MCHARITY THOMAS, and MISHIEL
13 HARRISON, individually and on behalf of
the State of California and all Aggrieved
Employees,

14 Plaintiffs,

15
16 v.

17 CAVA GROUP, INC., a Delaware
18 Corporation; CAVA MEZZE GRILL, LLC,
a Maryland Limited Liability Company;
19 CAVA HOLDING COMPANY; ZOE'S
KITCHEN USA, LLC; and DOES 1-100,
20 inclusive,

21 Defendants.

Case No.: 24STCV16024

Date: September 23, 2025
Time: 10:30 a.m.
Dept.: SSC-1

**DECLARATION OF CHRISTOPHER
LONGLEY ON BEHALF OF ATTICUS
ADMINISTRATION LLC, THE
PROPOSED SETTLEMENT
ADMINISTRATOR**

1 Robert W. Ottinger (SBN 156825)

2 Lynsey D. Johnson (SBN 314287)

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Attorneys for Plaintiff MISHIEL HARRISON

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1 6. Since its inception, Atticus has provided administrative services in over 1250 class,
2 collective or PAGA settlements and has disbursed approximately \$1.47 billion (See **Exhibit 1**).
3 Among the founders and team members of Atticus, collectively we have administered over 3,000
4 settlements and have disbursed over \$3,000,000,000 in settlement funds.

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

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

23 9. Atticus has agreed to a capped fee to administer the above captioned case, for
24 approximately \$12,500. If the scope of work increases or decreases significantly, Atticus will
25 inform the parties and request approval of an adjustment. This fee includes all normal costs to
26 administer a settlement, including mailing, printing, skip-tracing and NCOA searches in
27 preparation of mailing the settlement checks. All costs associated with communications, including
28

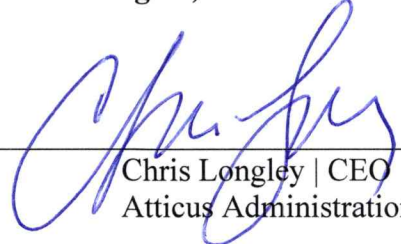
1 live telephone support, and 800 toll-free number. All costs associated with the distribution of
2 settlement awards, including payment calculations, qualified settlement account and account
3 management and QSF tax reporting. Costs also include employment and tax award reporting,
4 including the issuance of any and all tax forms and state tax filings to Aggrieved Employees of the
5 settlement. Project management time is included in the costs, in which we estimate a total of 15
6 hours of project time for this matter. A copy of our bid is attached as **Exhibit 2**.

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

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

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

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

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



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

CURRICULUM VITAE

About Atticus Administration LLC

Founded in August 2016, Atticus has administered over 1300 settlements and has distributed more than \$1.47 billion in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

Partial Listing of Atticus' Current Cases and References

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



Astorga v Bosman Dairy	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	
Baca v Two Jinn	17-2-01046-1
Baldwin v RHP Properties	37-2020-00000922-CU-OE-CTL
Barragan v Natrol	1881-CV-849
Bassett v Vons	56-2022-00567731-CU-OE-VTA
	RG20082630
Baylog v Hash Flare	
Beamon v Event Merchandising Inc	2:18-CV-03043-DDP-PLA
Bean v Lewis Boats	BC683325
Beato v Elite Rooter PAGA	1811-CC01173
Baudette v McDonough (VA Caregiver Program)	21stcv16493
Begley v JK Enterprise (Cabaret II)	CAVC-20-4961
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc	3:21-cv-01031-yy
Bell v MCSC	7:19-cv-55-HL
Benefield v Springco Metal Coatings	17-003861-CZ
Bennett v Alorica INC	1:17-cv-00918-DCN
Bennett v Dart	30-2018-00997257-CU-OE-CXC
Benton v NorCal In Alliance	
Bernier v AT&F	
Berthiaume v Allianz Life	1:21-cv-1302
Best v Twin Inc	27-CV-17-15118
Bethmann v Roberts (St. Charles County Coop)	ESX-L-8062-16
BF-Biscomerica-0814	1711-CC01263
Bice v Vensure HR	
Phan v. Big Saver Foods FACTA	STK-CV-UOE-2016-1264
	BC636343
Bilberry v Hardy Window Co.	
Birbower v Quorn Foods	30-2019-01065525-CU-OE-CXC
	2:16-cv-01326-DMG
Biscardi v GEICO 216b Notice	GJH-21-2240 US District Court,
Blackburn v APTIM	District of Maryland
Blofstein v Michael's Family Restaurant	1:18-cv-00545
BMC West case	NO. 2:17-cv-05578-RBS
Boehm v BMW	
Bolanos v FSC Corporation	2:17-cv-2827
Bonham, et al. v Club Champion LLC	BC722758
	50-2021-CA-008650-XXXX-MB
Bowdle v Kings Seafood	
Bowlay-Williams v Google LLC	8:21-cv-01784-CJC-JDE
	4:21-cv-09942-FJH
Branning v Romeo Pizza	
Bravo v Small Progress Co & Riverview Farms	1:19-cv-2092
Breese v NaturChem Distribution	19CV003943
Briggs v TASC	
Briceno v. Acqua E Farina Ristorante, LLC	
Bruce v Del Monte	RG19045636



Burger v DIRECTV	20-2-06558-2
Burnett v Professional Credit Mgmt (PCM)	21OZ-CC00192
Burns v Chesapeake	15CV01016-RP
Burton v MOGA	SCV-265985
Busby v Flowers Foods	
Bustos v. Tropicale Foods, Inc.	CIVDS1915805
C.S. v DaVita Dialysis	2122-cc0494
Caddick v Tasty Baking	2:19-cv-02106-JDW
Caddick-Bertino v Flowers	
Cain v Fairfield Health Care PAGA	FCS056452
Calhoun v West Road Pizza Stop	
Callier v Outokumpu Stainless USA	5:20-cv-12661
Camacho v Southwest Harvesting	21-cv-521-JB-N
Cannon v Huntington Hospital	
Cantonwine v Mahos	19STCV14554
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	
Comofort v Fernandez Brothers	16-cv-05744-LHK
Cook v Window Nation	5:17-cv-01863-EJD



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	
Covarrubias v The Martin Brower Co	File No. 2020-BCFP-0001
Cowley v Prudential 216(b)	19STCV26101
Coyle v Flowers Foods	2:21-cv-12226-SJM-DRG
Coyle v Mosaic	
Craw & Shurtleff v Hometown	19STCV30088
Crema v New Jersey National Golf Club	18-12149-LTS
Crites v Smokey Point	SOM-L-1433-17
	CASE NO. 18-2-19921-2 SEA
Culberson v Motion Auto Plaza	
Daniels v Top Dot Mortgage	2011-CC00118
Danley v City of Mission KS	08 CV 4736
Danshir v GNY	Case No. 17CV05514
Dart v Sheriff of Cook County	
Davis v Omnisure	
Davis v. City of Normandy	CAM-L-3742-15
Day v GEICO Casualty (cert notice)	4:18CV01514RLW
De Carolis v Broadcom	
De La Rosa v Coca Cola	21CV384293
De Luna v Pacific Rim Dairy	17CV000787
Deak v In-N-Out Burgers	14C0070
DE Benning v Costco	30-2019-01060706-CU-OE-CXC
Deltoro v City Select	34-2021-00309030
Demings v. Summit NW	BUR-L-709-19
Diaz v Azcona Harvesting	19-2-09345-5 KNT
Dillard v Fidelity National Financial Inc.	M127608
Doe v Barnstormers Basketball of Iowa	MSC18-00394
Domenech v National Water Main Cleaning Company	3:20-CV-0005
Dominguez v LifeSaver	2:18-cv-08202 SDW-LDW
Donofrio v Auto Owners Ins. Co.	
Doty v Watkins & Shepard Trucking	3:19-cv-58-WHR
Douillard v Sprint	3:19-cv-05236-JHC
Dun & Bradstreet (Group 2-No Settlement)	8942
Edlin v Boot Man Inc (dba Premier Parking)	1:18-cv-00725-LY
Edwards v Costco	18EV004241
Edwards v PJ Ops, Idaho et al.	5:21-cv-00716-MWF-KK
EEOC v Activision Blizzard	1:17-cv-0283
EEOC v AMTCR	2:21-CV-07682 DSF-JEM
EEOC v Hathaway	2:21-cv-01808-JAD (NJK)
EEOC v Prestige Care	
Ellsworth v Schneider National Carriers	1:17 CV 01299-AWI-SAB
Eldridge v LADMC	CIVDS2012486
Embry v Big Earls Goldmine	
EMJ-UAW Local 2096	
Empire Parking Settlement	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	
Foster v A-Para Transit Corp	3:18-cv-07205-LB
Furtado Matter	RG18920985
Garcia - PAGA	
Garcia v Moctezuma's	
Garcia v RCCB	
Garcia v Toro Petroleum Corp	19STCV36155
Gateley v Roman Freight	21CV000871
Gaytan-Mendoza v Taylor Orchards	19-2-04498-5 KNT
Gelson's Markets Project	18-2-00482-3
George v Schulte Hospitality	BC670061
Gil v Luxottica	2018-CH-04413
Gilstrap v Sushanti 216b Cert	19STCV32413
Go Jump [PAGA]	1:22-cv-434
Goh v NCR FCRA	
Gomez-Gasca v Future Ag	AAA No. 01-15-0004-0067
Gonzales v Healthcare Services Group BW	19-CV-2359-YGR
	CGC-18-570988
Gonzalez v New Century Financial Services Inc	
Gonzalez v Xtreme Manufacturing	ESX-L-007675-17
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)
Grubhub	Confidential Master Settlement
Gruma Foods Settlement	Administration Agreement
Gudia v Adams	19STCV10106
Guidry v Dow Chemical Company	
Guillen v AAA Limo	2:19-CV-12233-MLCF-KWR
Gutierrez v Zero Motorcycles	MID-L-2661-16
Hadley v Sugarmill Distillery	19CV03725
Hanna v Marriott	2020L13
	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

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
B:18-cv-11143-TJB
2:16-CV-02781-MCA-ESK
20STCV05202

5:20-cv-02087-EJD
L7SL-CC04297
RIC 1615240

017CH01786
4-2017-002253592
8CV001488

Juarez v ISL
 Juarez v Laguna Farms
 Kane v Sheriff of Cook County
 Kapustka v Cardinal Motors SLO
 Katie A v Diana Bonta
 Kendall v CubeSmart
 Keyhanzad v Ryan Cars PAGA
 Kholbekov v American Chore Services
 Kirtley v Startek
 Krasnov v PULS Technologies PAGA
 Kurzel v Suncoast Credit Union
 Kuck v Planet
 Labidou v Fleet Lease Network
 Lama v Mercury Insurance
 LaRoda v PearlParadise.com, Inc.
 Layes v RHP Properties et. al
 Lazy Boy Furniture Galleries Settlement
 Leach v The Claremont Colleges
 Lee v Del Monaco
 Lee v Porcelanosa New York Inc
 Lee v Stoneledge
 Lemus v JKM Trading Company
 LeRoy Browne matter
 Levine Hat v Innate Intelligence
 Levy-Vinick Wage & Hour Case
 Liotta v Secure Parking Enforcement
 Liu v QNAP
 Liu v QNAP Cert
 Lo v Cyberpower
 Loness v US Legal Services
 Lopez v Adidas
 Lopez v George Amaral Ranches
 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



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

-CONFIDENTIAL INFORMATION-



Mora v IGT
Morales v OPARC

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

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

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

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

MID-L-949-15
19STCV05638

8L18-CV-353

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

CIV-DS1911981

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

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

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

6:22-cv-00106-CHB-HAI



Philemon v Aries et al

Phillips v A-Team Delivers

Pichardo v Lundy-Thagard Company

Piccolo v Go Jump Oceanside

Pierre-Charles v Consumer Portfolio Services, Inc

Piland v Markwort Sporting Goods (Gameface)

Pina v Nielsen Farms

Polite v Boscov's

Pororoa et al v Flowers Foods

Power v Sandbox Transportation

Pressler & Pressler FDCPA

Price and Bock v Ferrell Gas, Inc

Pruitt v Quality Labor Services

Puglisi v Storm Water Inspections & Maintenance

Pulido GA Pacific case

Quiroz Franco v Greystone Ridge Condos

Rael v Red Rocks Credit Union

Raff v Safavieh

Rahman v Gate Gourmet

Ramirez v Milton Roy

Ramirez v. Harris Ranch

Ramos v Dairy Avenue

Randall v ICS

Randle v SunTrust

Ray v County of Los Angeles Questionnaire

Razo v AT&T Mobility Services

Receipts FACTA

Redon v 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

18-cv-1927(RJD)(CLP)

RG21104034

BC645411

37-2020-00003052-CU-OE-NC

3:10-cv-10025-BRM-DEA

17CV02311

18CV001450

1:16-cv-01978-JLK

2:16-cv-00119-MCA-LDW

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

16C9718

30-2020-01175159-CU-OE-CXC

30-2018-00980426-CU-OE-CJC

2020cv3226

ESX-1-2017-15

3:20-cv-03047-WHO

Case No. 16CECG04103

VCU269798

3:20-CV-05438-JLR

2:17-cv-04239-PA-SK

1:20-cv-0172 JLT HKB

1:16-cv-01915-DAD-BAM

3:13-cv-00922-SMY-RJD

18-2-00471-8

BC506565

18STCV02983

MID-L-1333-14

FCS052155

1:21-cv-000426-HYJ-RSK

ESX-L-5298-16

21STCV45855

34-2021-00296612

20STCV41510

17SK-CC015895-01

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

18CV337830

18-cv-336219

FSC052953

C34-2019-00267231-CU-OE-GDS



Rubin-Knudsen v Arthur Gallagher
Rubin-Knudsen v Arthur Gallagher BW
Rush v Greatbanc Trust Co (Segerdahl ESOP)
Russell v KeHE Distributors
Saenz v Old Dominion Freight Line, Inc.
Saldana v Quail Creek Farms
Stallard v MedImpact Healthcare
Sally v Adidas
Sanchez v California Steel Industries - PAGA
Sanchez v Exact Staff
Sanchez v ExamOne World Wide, Inc.
Sanchez v LAAEC
Sanchez v Mesa Packing LLC
Sanders v Professional Medical Management
Santiago v Northland Group
Santino & Durate v Highland Fruit Growers
Santos v River Credit Works
Sarubbi v Tech Mahindra
Schaefer v Denso
Schamp v Fresno 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
Sharraf v Raymond Management Company
Shirey v Project One Autosport's
Shopko Bankruptcy Settlement
Sigcha v Mid State Pool Liners, Inc.
Signature Consultants Settlements
Sikorski v New Jersey Venture Partners
Smentek v Sheriff of Cook County at al
Smith v Chelmsford Group
Smith v DI Logistics
Smith v Leif Johnson Ford
Smith v Local Cantina
Smith v Local Cantina Cert
Soileau v Argos
Solati v. Lend US
Sommers Schwartz FLSA case
Soto v Houselander & Associates
Soto v Vander Tuig Dairy
Sours v JAC Products Class Cert
Spack v Trans World Entertainment Cert
Spack v Transworld Entertainment
Sparks v Service Finance Company
Specialty Retail Shops Holding Corp (Shopko)

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
Starr-Patterson v Schell & Kampeter
Stinson Insurance Settlement
Stotesbery v Muy Pizza-Teja's Class Cert
Supplemental Income Trust Settlement-ERISA
Sutton v United Courier
Tapia v Rivo Holdings
Taylor v Debics Cert
Teleaga v Beyer Services
Terry v Bay Area Beverage Co
Tharpe v Sprint Corp
The Bakery v Kenneth Pritt
The Body Shop FACTA
The Cellular Connection
Thomas v City of Edmundson
Thomas v Goodman Manufacturing
Thomas v Wellnitz
Tinaco v Quik Stop
Tirado v Deluxe Auto Sales
Titus v Martin-Brower Company
TNG Retail Services
Torres v Community Health Alliance of Pasadena
Touma v Budee, Inc.
TPH v BSFC
Turner v Walmart
Udoewa v Divergent
Udoewa v Ettain Group Inc
USA v Pelfrey & Omega
USA v Pfeiffer
USI Settlement
Vae v MOGA
Vaesau v PCT Enterprises, Inc. DBA Precision Cabinets
Valdivia v Best Contracting
Valladares v Zacky
Vargas v SkySkopes, INC
Vega v Bar VP Dairy
Vela Cruz v AG Transport
Velasquez v Stater Brothers Ranch
Velasquez v Vantec Hitachi Transport
Velleman v WCU
Velazquez v SMD
Viesse v Tacoma Screw
Velshis-Bautista v. Brewster Heights DBA Gebers
Villafan v Broadpectrum
Villanueva v Custom Orchard, Inc
Vinnitsky v LA Overnight
Wa v Safeway Inc
Wade v American Directions Research (ADRG)

Wade v Furmanite American
Wakefern (data verification project)

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

No. 2017-L-000604

4:18-cv-2071 RLW

RG19023516
RG20061119

2:17-cv-00558-JAM-GGH

BC713396
MSC18-01729
1916-CV07105
20SL-CC00466
159458/2018
3:18-cv-00535-MOC-DCK
CIV-18-00945-JD
20-cv-1974 (WMW/KMM)

BCV-20-103017-BCB
MSC18-02404
19STCV38294

56-2020-00544196-CU-OE-VTA
269713

20STCV20016
C.A. No. 1681-CV-03110

2:16-cv-01026-JCC
18-2-00253-24
3:18-cv-06741-LB

RG20075295
194251

3:18-cv-433
NA



Wall v AshBritt	3:15-cv-08982-PGS-TJ
Wall v HP, Inc	30-2012-00537897-CU-BT-CXC
Wallack v AT&T Mobility	CIVSB2117915
WAM PAGA case	
Ward v Tilly's Inc.	BC595405
Ward v YRC Freight	19-2-28259-2 KNT
Warsame v Metropolitan Transportation Network (MTN)	20-cv-01318 ECT/ECW
Waters v Pizza to You	3:19-cv-372
Waters v Pizza to You Cert	3:19-cv-372
Watkins v Pressler Pressler	
Watts v TRL Systems [PAGA]	
Wazwaz v Hematogenic Laboratory Services, LLC	2021-CH-5893
Webb Santiago v AT&T Mobility	
Webb v City of Maplewood	4:16-cv-1703
Webb v City of Maplewood Cert	4:16 CV 1703 CDP
Wegner v Carahsoft	PJM 20-00305
Weirbach v The Cellular Connection	5:19-cv-05310-JDW
Wellinger v Live Nation	19STCV04397
Wesco Aircraft Hardware Corporation Settlement	
West v Bam! 216b Cert	1:22-cv-00209-DHU-JHR
White v Wesco Aircraft Hardware Corp	BC658654
Whitney v Cook County	18-cv-4475
Wicks v Title Loan Company DBA The Loan Machine	17SL-CC02673
Wilk v Skechers	5:18-cv-01921
Williams v Equitable Acceptance Corporation	18-CV-07537 (NRB)
Williams v Sake Hibachi Sushi & Bar	3:18-CV-0517-D
Wilson v Peckham	
Winkel v JH Steak	20-2-04853-4-SEA
Winsor v TBD Pizza	
Womack v Superior Energy Services	7:19-CV-00074
Wood v Athens-Clarke County	3:14-CV-00043-CDL
Xcel Health Settlement	
Ybarra v SIP 401K	8:17-cv-02091-JVS (Ex)
Ylvisaker v Clarkson Eyecare LLC	17SL-CC02089
Youmans v CPS	19EV001823
Young v Chieftain Coating	20-cv-10520
Zaldivar v. Moulton Logistics	19STCV12250
Zambrano v Strategic Delivery Solutions 216b	15-cv-8410 (ER) ED NY
Zamdio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
	13-CV-1524 (GSB) 12-C-9672 (Vee Pak)
Zollicoffer v Gold Standard Eagle v Vee Pak	16CV11086
Zollicoffer v MVP	8:18-cv-1726-JSM-AAS
Gause v Medical Billing Consultants	2:15-cv-01306
In Re United Collection Bureau, Inc	156210/2015
Jailall v Diesel USA	BC645411
Picardo v Lundy-Tagaard Co	
Torres v Pick-a-Part Autoworks	1:16-cv-01915-DAD-BAM



Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty, 3:92-cv-00223
Sun Country Employee Litigation
Dupont Chemical Pollution Litigation
Haight v Bluestem Brands, Inc. -TCPA, No. 13-1400 (M.D. Fla.)
Dugan v TGIF-Wage and Hour/FLSA ,
Dunkel v Warrior Energy-Energy-Wage & Hour
Shelby v Miller Investment Group-Consumer Finance
Salas v Watkins Manufacturing-FLSA
Dull v IPS-Energy Sector Wage & Hour
Wallach v FFG-TCPA
Bourgeoisie v City of Baltimore-Consumer Fees
Brown v Alley-FLSA
Turner v ACD-Wage & Hour
Villa v San Francisco 49'ers-Consumer Fees
Thomas v Solvay
Reid v Unilever-Mass Tort
Zeller v PDC Corporation-FLSA
Murr v Capital One-Consumer Fraud
Redman v City of Chicago- FACTA
Ernst v Sterling-Dish Case-Consumer Fraud
Ott-Publix-FLSA
Ellsworth v US Bank-Consumer Finance
Vidra v Midland Financial-Consumer Finance
Vu v Performance Recovery



Freeman v Berkeley Packaging-FLSA

Martin v JTH-TCPA

Walker v Core Power Yoga-Wage & Hour

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

Debarsekin v L2T-FLSA & Wage and Hour

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

Templeton Rye -False Labeling

Belardes v Farm Fresh to You-FLSA

Tin Cup Settlement-False Labeling

Johnson v Scan SAT-Medical Billing Data Breach

Garcia v EJ Amusement-FLSA and Wage & Hour

Doran v Forever Grand Vacations-Consumer Fraud- Time Share

Velasco v Chrysler Corp-Recall

Covell v Sleep Train-Wage & Hour

Torres v Kwon Yet Lung-FACTA

Redman v IMAX-FACTA

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

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



ATTICUS MANAGEMENT TEAM

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

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

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

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

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

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

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

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

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

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



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

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

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

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EXHIBIT 2

Atticus Administration, LLC
Chris Longley – CEO

**The Cava Group
PAGA**

Prepared for

Nikki Trenner | Attorney
nikki@crosnerlegal.com
P: 424.332.3757

Crosner Legal
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210



ATTICUS

SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2025-04-E17

**The Cava Group
PAGA**

Prepared on April 15, 2025
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING – Mailed First Class	\$0
<i>Not applicable</i>	
PROJECT MANAGEMENT, ADMIN FEES, TECHNICAL	\$2,530
COMMUNICATIONS	\$2,208
<i>PO box rental, objections</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>Static case website</i>	Included
<i>Correspondence</i>	Included
FUND, TAX, REPORTING	\$1,819
<i>Setup QSF, file annual tax returns</i>	Included
DISTRIBUTION	\$6,982
<i>Check printing, payment calculation & verification, bank fees</i>	Included
<i>Discount</i>	(\$1,039)
TOTAL:	\$12,500

Key Assumptions

- Aggrieved Employees:
3,050 individuals, PAGA case.
- No separate noticing.
- 1-page cover letter to accompany checks (English and Spanish).
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes, dedicated 800#, IVR, live operators.
- Static case website to host required court documents and information.
- All requested declarations included.
- PAGA payments to each Aggrieved Employee.
- Tax reporting will consist of 1099's.

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)	3,050 Agg. Employees	\$0
PROJECT MANAGEMENT	20 Hours	\$2,300
TECHNICAL SET UP (includes project kick-off)	2 Hours	\$230
COMMUNICATIONS		\$2,208
Telephone (Setup, Monthly Fee)	6 Months	\$150
Website (Static, Information Only)	6 Months	\$1,500
Telephone (Messages, Voicemail, IVR, Live Operator Support)	6 Months	\$458
PO Box (Setup, Monthly Fee)	6 Months	\$100
FUND, TREASURY & TAX REPORTING		\$1,819
Establish QSF	1 Hours	\$124
Tax Reporting (Prepare and File, Annual Fund Return, 1096 Tax Forms)	6 Hours	\$741
Mail 1099's No Postage - Mailed with Check	0 Mailed Forms	\$0
Print 1099's	3,050 1099's	\$954
DISTRIBUTION (Payment Calculations & Reporting)		\$6,982
Check and Cover Letter (Design, Review, Finalize) 1 Page	2 Hours	\$247
Cover Letter Translation: English -> SPANISH	1 Translation(s)	\$104
Payment Data (Calculate, Verify Payments)	8 Hours	\$988
Payment Reports (Preparation, Reconciliations)	8 Hours	\$988
Check Printing (Print Setup, Printing, Mail Prep)	3,050 Printed Checks	\$1,785
Check Mailing Postage (will be 1x mailings)	3,050 Mailed Checks	\$2,013
Check Undeliverable Mail (Receipting, Cataloging, NCOA, Remailing) 3.0%	92 Pieces	\$163
Bank Fees (Account Setup, Monthly Fee)	9 Months	\$694
DATA STORAGE	n/a	\$0
Discount		(\$1,039)
TOTAL		\$12,500

Operating Assumptions

- Aggrieved Employees:
3,050 individuals, PAGA case.
- No separate noticing. Distribution includes 1-page explanatory letter to check recipients (English and Spanish).
- 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#, IVR, and live phone operators.
- Static case website to host required court documents and information.
- Project management assumes 22 hours at a blended rate of \$115 per hour. Includes summary reporting on a weekly basis and all requested declarations.
- Qualified Settlement Fund assumes 9 months. Price includes tax reporting both state and federal returns and bank fees.
- All Aggrieved Employees receive a PAGA check along with explanatory letter and tax document.
- Uncashed checks escheat to Unclaimed Property Fund.
- Disbursement includes positive pay "anti-fraud" features.



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EXHIBIT 3

Data Security & Information Privacy

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