

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into as of February 9, 2024, between ResiPro, LLC (“ResiPro”) and Resicap, LP (“Resicap”) (collectively, “Defendants”) and the City of Chicago (“City”) and Relator Timothy Haggerty (each individually a “Party” and collectively, “Parties”), the City acting through its Department of Law.

RECITALS

WHEREAS, the City is a home rule unit of government as defined in Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, ResiPro is a limited liability company organized and existing under the laws of the State of Georgia with its principal place of business in Atlanta, Georgia, and a subsidiary of Resicap; and

WHEREAS, Resicap is a limited partnership organized and existing under the laws of the State of Delaware with its principal place of business in Atlanta, Georgia, and is the parent of ResiPro; and

WHEREAS, Timothy Haggerty (“Relator”) is an individual and a resident and citizen of South Carolina; and

WHEREAS, Relator is represented in this matter by Power Rogers LLP (“Relator’s Counsel”); and

WHEREAS, in 2020, Relator filed a *qui tam* complaint on behalf of the City and the State of Illinois (“State”) against Defendants under the City’s False Claims Ordinance and the State’s False Claims Act (*State of Ill. ex rel Haggerty v. ResiPro*, 2020 L 007974) (the “Action”);

WHEREAS, in 2022, the City filed a complaint-in-intervention in the Action, alleging that Defendants violated the City’s consumer protection, False Claims, False Statement, Construction Code and General Contractors ordinances by, among other things, conducting construction work in the City of Chicago without permits or without proper permits, violating stop work orders, submitting false statements about the scope of the work to receive a permit more quickly and cheaply, and using unlicensed sub-contractors for skilled trades work (together with Relator’s claims, the “Claims”);

WHEREAS, the Parties wish to resolve the Action; and

WHEREAS, all claims previously brought in the name of the State of Illinois were voluntarily dismissed on May 11, 2022, and the Office of the Illinois Attorney General has stated in writing that it has no objection to the settlement of this matter; and

WHEREAS, the Parties acknowledge and agree that this Agreement is made to resolve the Claims expeditiously and to avoid the cost and uncertainty of the outcome of litigation;

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually warrant and agree as follows:

AGREEMENT

1. RECITALS. The recitals set forth above constitute material and integral parts of this Agreement and are incorporated herein by reference.
2. WAIVER AND RELEASE.
 - a. In consideration of the Settlement Relief as described in Paragraph 3 of this Agreement, the City and anyone claiming to act on its behalf, including Relator, fully and forever release and discharge Defendants and all of their related entities, including but not limited to, their present and future owners, members, managers, officers, directors, shareholders, agents, insurers, affiliates, subsidiaries, parent companies, representatives, employees, attorneys, administrators, executors, predecessors or successors, heirs and assigns, and all other persons, firms, branch offices, or corporations with whom any of the former have been, or are now, or may hereafter be affiliated (collectively “the Released Parties”), from any and all claims and causes of action, in tort or contract, in law or equity, direct or derivative, brought under any statute, known or unknown, that were brought or are related to and could have been brought in the Action (the “Released Claims”).
 - b. This Waiver and Release shall not apply to claims, demands, disputes, fines, penalties, violations, citations, and all causes of action and requests for additional relief relating to Defendants’ conduct unless the claims are related to the properties identified in the spreadsheet attached hereto at Appendix A.
 - c. Within five (5) business days after Defendants tender the Settlement Payment identified in Paragraph 3, below, the City and Relator agree to file a stipulation of dismissal with prejudice of the Action, without fees or costs to any Party, and to dismiss with prejudice or voluntarily withdraw any other lawsuit, proceeding or administrative proceeding that may be currently pending against Defendants.
3. SETTLEMENT RELIEF. In consideration of and exchange for the City’s Waiver and Release, Defendants agree to provide the following relief:
 - a. FINANCIAL RELIEF. Within thirty (30) days from the date that this Agreement is both: (a) fully executed and (b) approved by the Court (the “Effective Date”), Defendants shall pay in total \$2,200,000 in financial compensation (the “Settlement Payment”) to the City, Relator, Relator’s Counsel, and Eligible Homeowners, as defined below, in the manner described below.
 - i. False Claims Count - \$543,600

1. Defendants shall pay to the City, Relator, and Relator's Counsel a total of \$543,600 to resolve the City's False Claims Ordinance Count (the "False Claims Relief"). Defendants shall be jointly and severally liable for this payment.
 2. The False Claims Relief shall be apportioned as follows:
 - a. Defendants shall pay to the City \$272,160. Defendants' payment must be made pursuant to instructions to be provided by the City.
 - b. Defendants shall pay to Relator \$90,720, which represents 25% of the City's recovery under the False Claims Ordinance. Defendants' payment must be made pursuant to instructions to be provided by Relator's Counsel.
 - c. Defendants shall pay to Relator's Counsel \$180,720 for attorney's fees and costs incurred in bringing this action. Defendants' payment must be made pursuant to instructions to be provided by Relator's Counsel.
- ii. Restitution Fund - \$1,656,400
1. Defendants shall pay \$1,656,400 into a Restitution Fund established and administered by the Court-appointed Settlement Administrator. Defendants' payment must be made pursuant to instructions to be provided by the City. Defendants shall be jointly and severally liable for this payment.
 - a. The Parties agree to nominate Atticus Administration LLC to the Court to serve as Settlement Administrator.
 - b. The Settlement Administrator Fee and Administration Costs shall be paid according to the Administrator Bid and Scope of Work attached hereto as Appendix B. Settlement Administrator Fee and Administration Costs means all fees and costs associated with administration of the Settlement Account, including but not limited to the Administrator's fulfilling all duties itemized in this Agreement and its Appendices, foreign exchange conversion fees, wire fees, and any other expenses incidental to the distribution of Settlement Payments. But in no event shall the Administration Costs and Settlement Administrator Fee exceed \$8,000 in total. All such fees and costs shall be paid out of the Restitution Fund. The total Settlement Payment of \$2,200,000, comprised of the False Claims Relief and the Restitution Fund discussed above, represents the total extent of the Defendants' monetary obligations under the Settlement Agreement.

- c. The Settlement Administrator shall retain a Claim Evaluation Firm on behalf of the Restitution Fund. The Claim Evaluation Firm shall be paid according to the schedule attached to the administrator scope of work. All compensation to the Claim Evaluation Firm shall be paid out of the Restitution Fund.
- d. The Restitution Fund is intended to be a “qualified settlement fund” under Section 468B of the Internal Revenue Code, 26 U.S.C. § 468B, and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, and will be administered by the Settlement Administrator as such. All interest accruing thereon shall become part of the Restitution Fund.
- e. The Restitution Fund shall be used to pay:
 - i. Court-approved settlement payments to Eligible Homeowners;
 - ii. The Administrator’s fees and costs;
 - iii. The Claim Evaluator’s fees and costs;
 - iv. The cost of issuing notice of the settlement for potential claimants;
 - v. Any taxes due in connection with the settlement payments; and
 - vi. Any other additional expenses incurred in connection with the administration of this Settlement Agreement
- f. Eligible Homeowners shall be eligible to receive a free claim evaluation review conducted by the Claim Evaluation Firm.
- g. Eligible Homeowners are current owners of any property identified in Appendix A, excluding any homeowner who contracted with Defendants to perform construction work on that property or that owned the property at the time that the construction work was performed by Defendants or their contractors. Such excluded homeowners include any successor entities who did not come to own the property through a bona fide sale.
- h. Should any such Claim Evaluation Review reveal Life-Safety Related Issues that were likely caused by Defendants’ construction work in the sole discretion of the City or its delegee, the Eligible Homeowners shall be eligible to restitution up to \$10,000.

- i. Life-Safety Related Issue are issues related to systems that could impact the health and safety of occupants, including electrical, HVAC, fire hazards, sewers, foundation, and means of egress. Issues related to aesthetics or quality of workmanship are generally excluded. Determination of Life-Safety Related Issues is made at the sole discretion of the City of Chicago or its delegee.
 - j. All Eligible Homeowners who submit a request for a Claim Evaluation Review and have such a review conducted at their home will receive a minimum restitution payment of \$1,000 regardless of the outcome of the review.
 - k. Time For Completion – To be eligible for restitution, the Eligible Homeowner must file a claim within 90 days of the Effective Date and schedule a claim evaluation review by 120 days from the date the Settlement Administrator mails the notice. The claim evaluation review must be completed 180 days from mailing of notice.
 - l. Determination of eligibility and restitution amount and any interpretation of these requirements is done at the sole discretion of the City of Chicago or its delegee. Nothing in these eligibility requirements creates a right or entitlement of any kind in any person or entity. The City may, in its sole discretion, determine a person ineligible for compensation or modify the compensation available to an eligible person, notwithstanding the content of this document or any other document included in the Settlement Agreement.
 - m. Any funds remaining in Restitution Fund 180 days after the Administrator mails the first notice shall be transferred to the City of Chicago and the Restitution Fund shall be closed.
- b. Injunctive Relief:
 - i. By executing this Agreement, Defendants affirm that they are no longer engaged in residential construction work in the City of Chicago.
 - ii. If Defendants, either directly or through any affiliates, re-enter the Chicago market to perform residential construction work within 5 years of this agreement, Defendants will provide the City Law Department Affirmative Litigation Division with written notice of their intent to do so no less than 30 days prior to reentering the market.
 - iii. For the first year that Defendants are operating within the Chicago market during the subsequent five-year period, they shall provide to the City Law Department Affirmative Litigation Division a comprehensive list of each

property at which they are conducting residential construction work or at which they intend to conduct residential construction work, and will certify in writing that they are in compliance with all applicable ordinances related to their work at those properties.

- iv. For any work done in the City of Chicago, to the extent Defendants provide bonuses or other compensation for timely completion of projects, any completion date formula used for determining bonus eligibility will affirmatively provide adequate time to obtain proper permits.
- v. For the avoidance of doubt, as Defendant Resicap's other suite of services, including, without limitation, acquisition, disposition and property management services (the "Excepted Resicap Services") do not involve residential construction work, the Excepted Resicap Services are not subject to the requirements of Section 3(b)(i)-(iv), above.

4. SETTLEMENT ADMINISTRATOR

- a. The actions of the Settlement Administrator shall be governed by the terms of this Settlement Agreement. The City of Chicago may provide relevant information and guidance as needed by the Settlement Administrator in the performance of its duties and engage in related communications with the Settlement Administrator.
- b. The Administrator will be responsible for:
 - i. Carrying out and complying with the notice and claims procedure detailed in in the Settlement Agreement and Appendix B.
 - ii. Providing notice of the settlement to Eligible Homeowners, a copy of the form notice is attached hereto at Appendix C;
 - iii. Receiving and logging claims received from Eligible Homeowners;
 - iv. Reporting on the status of the administration of the Settlement Agreement to the City of Chicago;
 - v. Preparing any declaration regarding its due diligence in the claims administration process as may be required by the Court;
 - vi. Providing the Parties with all data requested;
 - vii. Setting up, administering, and making payments from the Restitution Fund in accordance with this Settlement Agreement;
 - viii. Distributing payments to claimants, and withholding therefrom the Claimants' share of taxes, and remitting such funds to the appropriate taxing authorities, along with any associated tax reporting, return, and filing requirements; and

ix. Performing such additional duties as the Parties may mutually direct.

c. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary.

5. CLAIMS PROCEDURE

a. The Settlement Administrator shall prepare a claim form containing information regarding the Settlement Agreement as directed by the City of Chicago.

b. The City of Chicago shall provide the Settlement Administrator for the potential claimants within 7 days of the Effective Date.

c. Within 21 days of the Effective Date, the Settlement Administrator shall notify the potential claimants for whom it has contact information of the Settlement Agreement via physical mail and invite the potential claimants to submit a claim via mail and to select a payment method for any future payment. Available payment methods will include a wire or ACH transfer or the delivery of a digital or physical prepaid paycard or the delivery of a check.

d. After a potential claimant submits a claim, the Settlement Administrator, though its Claim Evaluator, will contact the potential claimant to schedule an in-person claim evaluation.

e. After the in-person claim evaluation occurs, the Claim Evaluator will submit a report to the Settlement Administrator identifying the presence or absence of Qualifying Life-Safety Issue.

f. If Qualifying Life-Safety Issues are found to be present, the Settlement Administrator will process the Eligible Homeowner's claim and issue payment of \$10,000 to the Eligible Homeowner. If no Qualifying Life-Safety Issues are found to be present, the Settlement Administrator will process the Eligible Homeowner's claim and issue payment of \$1,000 to the Eligible Homeowner.

g. The City of Chicago reserves the right to verify the identity of all Eligible Homeowners and take appropriate action.

h. The potential claimants shall have 90 days from the date of mailing the notice to submit a claim form.

i. The Administrator shall disburse the payments to Eligible Homeowners on a rolling basis withing 30 days of claim approval.

j. Potential claimants who fail to submit a claim form within 90 days from the date of mailing the notice, or fail to schedule their in-person claim evaluation within 120 days of the date of mailing the notice, will no longer be eligible to receive restitution from the Restitution Fund.

- k. Any funds not disbursed from the Restitution Fund by 180 days after the mailing of the notice will revert to the City and the Restitution Fund shall be closed.

6. DEFAULT AND REMEDIES.

- a. DEBT DUE AND OWING. The Settlement Payment shall become a debt immediately due and owing to the City thirty (30) days after the Effective Date, as set forth in Paragraph 3 above.
- b. DEFAULT. Any failure by Defendants to provide the Settlement Payment in the amount, manner, and time specified in Paragraph 3 shall constitute default of the Agreement (“Default”).
- c. REMEDY. Any Default that is not timely cured after written notice of default or breach constitutes a material breach of this agreement (“Breach”), which shall entitle the City and/or Relator to, among other things, recover any unpaid portion of the Settlement Amount. Upon Breach, the City and Relator shall have the right to the entry of a judgment for the unpaid portion of the Settlement Payment (“Judgment”).
- d. NO WAIVER OF DEFAULT: Any delay on the part of the City or Relator in enforcing a Default by Defendants shall not constitute a waiver by the City or Relator. The City’s or Relator’s acceptance of any payment that is not timely hereunder or is less than payment in full of the amount due and payable at the time of such payment shall not constitute a waiver of the City’s or Relator’s right to pursue any available remedies at that time or at any subsequent time or nullify any prior pursuit of any such remedy, or in any way or manner prejudice, impair, diminish or restrict any right, power, or remedy available to the City or Relator, without its express written consent.

7. PARTIES’ TAX RESPONSIBILITIES AND LIEN INDEMNITY. Each recipient of a payment under this Agreement will be responsible for all taxes for which they are legally responsible. The City and Relator represent and warrant that they are not aware of any liens, claims, demands, subrogated interests, or causes of action of any nature or character that exist or have been asserted arising from or related to any Released Claims and/or the Settlement Payment. The City and Relator further agree that the City and Relator, and not Defendants or their insurer, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the Released Claims and/or the Settlement Payment.

8. COMPLETE DEFENSE. If either Party sues, or initiates administrative or regulatory or any other proceeding of any nature against, the other Party for the purpose of asserting a claim that has been waived under this Agreement, then this Agreement shall be and constitute a complete defense and bar to such claim, action, or proceeding, and the Party being sued shall be entitled to receive an order, award, or declaratory judgment and/or an injunction against such lawsuit or proceeding.

9. NON-ADMISSION OF WRONGDOING. The Parties mutually agree that neither this Agreement nor the furnishing of any consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by any Defendant of any liability or unlawful conduct.
10. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties solely with respect to the Claims, and fully supersedes any and all prior or contemporaneous agreements or understandings between the Parties pertaining to the Claims.
11. JOINT PARTICIPATION. The Parties warrant and represent that they have each knowingly and voluntarily entered into this Agreement following consultation with their respective legal counsel and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
12. ADVICE OF COUNSEL. Each of the Parties hereto represents and warrants that it has had the advice of counsel concerning the terms and conditions of this Agreement. In entering into this Agreement, the Parties represent that each has relied upon the advice of its attorney, who is the attorney of its choice, and that the terms of this Agreement have been interpreted and explained by its attorney, and that these terms are fully understood and voluntarily accepted by the Parties.
13. BINDING NATURE OF AGREEMENT. The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto, and their respective successors, administrators, executors, beneficiaries, and/or assigns.
14. CONTROLLING LAW. This Agreement shall be construed in accordance with, and its validity and effect, including any claims of breach of any of the terms hereof, shall be governed by, the laws of the State of Illinois, without regard to Illinois law regarding choice of law.
15. VENUE. The venue of any action commenced for the purposes of interpretation, implementation, and/or enforcement of the terms and conditions of this Agreement shall be in Illinois or appropriately removed to federal court.
16. NO THIRD-PARTY RIGHTS. Nothing in this Agreement is intended or shall be interpreted to confer any rights, privileges or rights of action of any kind upon any person or entity not a party to this Agreement, or to effectuate a release by the Parties of any claims or causes of action that any Party has or may have against any person or entity not a Party to this Agreement.
17. MODIFICATION. This Agreement may not be altered, amended, changed, terminated, or modified in any material respect without the express, written consent of the Parties hereto. No waiver by any Party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.

18. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

19. AUTHORITY. Each Party hereto represents and warrants that its undersigned officer has full authority and capacity to execute this Agreement on that Party's behalf.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be signed as of the last date below written.

ResiPro, LLC.

By: _____

Date: _____

Timothy Haggerty – Relator

By: _____

Date: _____

Resicap, LP.

By: _____

Date: _____

Mary Richardson-Lowry,
Corporation Counsel
City of Chicago Department of Law

By: 
Stephen J. Kane
Deputy Corporation Counsel

Date: 2/14/24

Power Rogers LLP – Relator's Counsel

By: _____

Date: _____

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Mary Richardson-Lowry,
Corporation Counsel
City of Chicago Department of Law

ResiPro, LLC.

By: Scott Miller
Sr. Counsel

By: _____
Stephen J. Kane
Deputy Corporation Counsel

Date: 2.14.24

Date: _____

Timothy Haggerty – Relator

Power Rogers LLP – Relator's Counsel

By: Timothy Haggerty

By: Carly Sealey

Date: _____

Date: 2-14-24

Resicap, LP.

By: Scott Miller
Sr. Counsel

Date: 2.14.24

APPENDIX A

4233 W 76TH ST UNIT 202 Chicago IL 60652

7349 N RIDGE BL 3B Chicago IL 60645

6801 S CRANDON AVE APT 2 Chicago IL 60649

8137 S OGLESBY AVE Chicago IL 60617

175 E DELAWARE PL 5605 Chicago IL 60611

2550N AVERS UNIT 1S Chicago IL 60647

5213 S INGLESIDE APT 2R Chicago IL 60615

10945 S EWING AVE Chicago IL 60617

10915 S AVE F Chicago IL 60617

1442 W 105TH ST Chicago IL 60643

5300 N MOBILE AVE Chicago IL 60630

4420 N MEADE AVE Chicago IL 60630

6500 N RIDGE BLVD APT 4C Chicago IL 60626

824 E 38TH PL D3105 Chicago IL 60653

7733 S CREGIER AVE Chicago IL 60649

11618 S LAFLIN ST Chicago IL 60643

2234 S KEELER AVE Chicago IL 60623

1846 NORTH NASHVILLE AVENUE Chicago IL 60707

4300 W Ford City Dr A-509 Chicago IL 60652

12927 S NORMAL AVE Chicago IL 60628

10632 S PRAIRIE AVE Chicago IL 60628

6429 S MORGAN ST Chicago IL 60621

- 1929 N KEYSTONE AVE Chicago IL 60639**
- 8346 S HERMITAGE AVE Chicago IL 60620**
- 450 E BOWEN AVE APT 1W Chicago IL 60653**
- 917 N CICERO AVE Chicago IL 60651**
- 1434 S KARLOV Chicago IL 60623**
- 3550 N LAKE SHORE DR 317 Chicago IL 60657**
- 3008 N ODELL AVE Chicago IL 60707**
- 9630 S FOREST AVE Chicago IL 60628**
- 1723 W FARWELL AVE Chicago IL 60626**
- 2772 E 75TH ST Unit 4HN aka Unit North 4H Chicago IL 60649**
- 4435 S KARLOV Chicago IL 60632**
- 9231 S EUCLID AVE Chicago IL 60617**
- 2800 N PINE GROVE AVE 5E Chicago IL 60657**
- 233 E ERIE ST #2302 Chicago IL 60611**
- 924 S SPRINGFIELD AVE Chicago IL 60624**
- 10034 S EMERALD AVE Chicago IL 60628**
- 10750 S KING DR Chicago IL 60628**
- 9130 S CLAREMONT AVE Chicago IL 60643**
- 3853 E. 110TH STREET Chicago IL 60617**
- 1723 W TOUHY AVE APT 4 Chicago IL 60626**
- 8020 S PERRY AVE Chicago IL 60620**
- 1133 E 83RD ST UNIT 151 Chicago IL 60619**
- 2314 S SEELEY AVE Chicago IL 60608**

6231 S FRANCISCO AVE Chicago IL 60629

525 E 87TH PL Chicago IL 60619

4281 W 76TH STREET UNIT 406 Chicago IL 60652

7203 S MAPLEWOOD AVE Chicago IL 60629

5231 W HENDERSON Chicago IL 60641

12348 S PERRY Chicago IL 60628

3748 W 82ND ST Chicago IL 60652

3822 W 80TH ST Chicago IL 60652

6606 S KENNETH AVE Chicago IL 60629

6040 S WHIPPLE ST Chicago IL 60629

7925 S DOBSON AVE Chicago IL 60619

2235 S SACRAMENTO AV Chicago IL 60623

6007 S WOOD ST Chicago IL 60636

2317 S HAMLIN AVE FLR Chicago IL 60623

7921 S GREENWOOD AVE Chicago IL 60619

9001 S CLAREMONT Chicago IL 60620

11457 S LONGWOOD DR Chicago IL 60643

6439 S FRANCISCO AVE Chicago IL 60629

2738 W GLADYS AVE Chicago IL 60612

6732 S OAKLEY AVE Chicago IL 60636

9936 S VAN VLISSINGEN Chicago IL 60617

2815 W 71ST ST Chicago IL 60629

2216 E 70TH ST UNIT 2 Chicago IL 60649

5327 W CONGRESS PKWY Chicago IL 60644

4525 N BEACON ST Chicago IL 60640

6950 W NELSON ST Chicago IL 60634

9844 S THROOP ST Chicago IL 60643

11217 S HERMOSA Chicago IL 60643

12122 S THROOP ST Chicago IL 60643

7363 S SOUTH SHORE DR 104 Chicago IL 60649

655 W IRVING PARK RD #3910 Chicago IL 60613

1034 N PAULINA ST Chicago IL 60622

5128 N MELVINA Chicago IL 60630

435 E 88TH PLACE Chicago IL 60619

2848 E 98TH ST Chicago IL 60617

415 WEST 99TH PLACE Chicago IL 60628

7956 S TRUMBULL Chicago IL 60652

8831 S MICHIGAN AVE Chicago IL 60619

9609 S GENOA AVENUE Chicago IL 60643

2318 E 96TH ST Chicago IL 60617

2846 W 39TH PL Chicago IL 60632

335 W 42ND STREET Chicago IL 60609

2140 W HURON ST APT 1F Chicago IL 60612

2718 W WASHINGTON BLVD Chicago IL 60612

4531 S DREXEL BLVD #2 Chicago IL 60653

5730 SOUTH ARTESIAN AVENUE Chicago IL 60629

11141 S GREEN BAY AVENUE Chicago IL 60617

1040 W 92ND PL Chicago IL 60620

4245 W 78TH ST Chicago IL 60652

9006 S MORGAN ST Chicago IL 60620

3321 W 61ST PL Chicago IL 60629

3636 W 58TH ST Chicago IL 60629

2231 NORTH MENARD AVENUE Chicago IL 60639

3217 W BRYN MAWR AVE APT 401 Chicago IL 60659

3841 W POLK ST Chicago IL 60624

411 N HAMLIN AVE Chicago IL 60624

4648 N WINTHROP AVE UN Chicago IL 60640

12908 S GREEN ST Chicago IL 60643

8605 S HONORE Chicago IL 60620

4263 W 81ST ST Chicago IL 60652

7203 S YATES BLVD 4A Chicago IL 60649

854 W VERMONT AVE Chicago IL 60643

8000 S WHIPPLE ST Chicago IL 60652

9849 S CHARLES STREET Chicago IL 60643

5323 SOUTH MAPLEWOOD Chicago IL 60632

7219 S TROY Chicago IL 60629

1420 E 73RD ST E1 Chicago IL 60619

3359 S INDIANA AVE Chicago IL 60616

4219 W 76TH ST 305 Chicago IL 60652

7705 S SPAULDING Chicago IL 60652
429 W 110TH ST Chicago IL 60628
4404 S HOMAN AVE Chicago IL 60632
7611 W MYRTLE AVE Chicago IL 60631
10929 S AVENUE O Chicago IL 60617
1402 W 110TH PL Chicago IL 60643
10123 S YALE AVE Chicago IL 60628
13232 S CARONDOLET AVE Chicago IL 60633
2608 N MEADE AVE Chicago IL 60639
9029 S. CRANDON AVENUE Chicago IL 60617
8455 S KING DR Chicago IL 60619
9745 S WENTWORTH AVE Chicago IL 60628
8631 S KOSTNER AVE Chicago IL 60652
8928 S BENNETT AVE Chicago IL 60617
4637 W PARKER AVE Chicago IL 60639
5815 W FOSTER AVE Chicago IL 60630
1937 N NORMANDY AVE Chicago IL 60707
6565 S HARVARD Chicago IL 60621
6848 S KOLIN AVENUE Chicago IL 60629
9641 S HALSTED ST Chicago IL 60628
4736 S UNION AVE Chicago IL 60609
5212 SOUTH KILDARE AVENUE Chicago IL 60632
4608 S AVERS AVE Chicago IL 60632

6152 S AUSTIN AVE Chicago IL 60638

6213 W 55TH ST Chicago IL 60638

3115 S MICHIGAN AVE #507 Chicago IL 60616

6430 W BELLE PLAINE AVE UNIT 506 Chicago IL 60634

3849 S ELLIS AVE E1-302 Chicago IL 60653

8032 S CARPENTER ST Chicago IL 60620

1538 W ASHER ST B Chicago IL 60643

1626 W 33RD ST Chicago IL 60608

3632 S LEAVITT ST Chicago IL 60609

1255 S STATE ST 1703 Chicago IL 60605

2605 S INDIANA AVE 1506 Chicago IL 60616

3330 N OCONTO AVE Chicago IL 60634

6304 N NAVAJO AV Chicago IL 60646

10130 S TORRENCE AVE Chicago IL 60617

6133 W GIDDINGS Chicago IL 60630

1830 N LUNA AVE Chicago IL 60639

5136 W CRYSTAL ST Chicago IL 60651

5320 N KENMORE AVE Chicago IL 60640

5126 W WABANSIA AVE Chicago IL 60639

2301 W MORSE AVE UNIT 1E Chicago IL 60645

924 N HOYNE AVE Chicago IL 60622

1500 W. MONROE STREET APT. 615 Chicago IL 60607

5721 S KILDARE AVE Chicago IL 60629

6325 S KARLOV Chicago IL 60629

3647 W EDDY STREET Chicago IL 60618

100 E HURON ST APT 4201 Chicago IL 60611

6930 N SHERIDAN RD UNIT 1 Chicago IL 60626

1334 W GREENLEAF AVE 3C Chicago IL 60626

1500 N ROCKWELL ST APT 3 Chicago IL 60622

6531 N HOYNE AVE 2S Chicago IL 60645

1225 W Morse Ave Unit 201 Chicago IL 60626

3007 W BELLE PLAINE UN Chicago IL 60618

3349 N PITTSBURGH AVE Chicago IL 60634

3419 N KEDZIE AVE Chicago IL 60618

2216 W ARMITAGE A F Chicago IL 60647

2917 N MANGO AVE Chicago IL 60634

6559 W GEORGE ST UNIT 510 Chicago IL 60634

1500 W MONROE ST 402 Chicago IL 60607

3648 N NORDICA AVE Chicago IL 60634

4835 N HARLEM AVE APT 1 Chicago IL 60656

3713 W 70th St Chicago IL 60629

4201 W 79th St Chicago IL 60652

8731 S Ada St Chicago IL 60620

4303 S Keating Ave Chicago IL 60632

719 N Lorel Ave Chicago IL 60644

10016 S MORGAN STR Chicago IL 60643

1010 W 103RD ST Chicago IL 60643
10101 S PEORIA ST Chicago IL 60643
1024 N LEAMINGTON AV Chicago IL 60651
10437 S EBERHART AVE Chicago IL 60628
10800 S AVENUE C Chicago IL 60617
1145 S MASON AVE Chicago IL 60644
11522 S STEWART AVE Chicago IL 60628
118 N LARAMIE AVE Chicago IL 60644
11837 S INDIANA AVE Chicago IL 60628
1301 W 112 TH STREET Chicago IL 60643
1408 E 72ND ST Chicago IL 60619
149 W 74TH ST Chicago IL 60621
1501 N CAMPBELL AVE 3N Chicago IL 60622
16 E 113TH ST Chicago IL 60628
2018 E 73RD ST Chicago IL 60649
2052 W 108TH PL Chicago IL 60643
260 W 65TH ST Chicago IL 60621
2724 S Komensky Ave Chicago IL 60623
2727 S KEEELER AVE Chicago IL 60623
3030 S KOSTNER AVE Chicago IL 60623
3101 W WASHINGTON BLVD UNIT 1 Chicago IL 60612
3105 W MONROE ST Chicago IL 60612
3128 N DAVLIN CT Chicago IL 60618

3311 W 66TH PL Chicago IL 60629
3436 N ORANGE AVE Chicago IL 60634
3636 W FLOURNOY ST Chicago IL 60624
3930 W 86TH ST #2E Chicago IL 60652
4180 N MARINE DR 1505 Chicago IL 60613
4249 N CENTRAL PARK AV Chicago IL 60618
4832 S PAULINA STREET Chicago IL 60609
4855 S WOLCOTT AVE Chicago IL 60609
4952 W OHIO ST Chicago IL 60644
5204 S RICHMOND ST Chicago IL 60632
5229 W EDDY ST Chicago IL 60641
5308 S CARPENTER ST Chicago IL 60609
5415 S Fairfield Ave Chicago IL 60632
5605 S ELIZABETH Chicago IL 60636
5703 N RAVENSWOOD AVE Chicago IL 60660
5750 W SUPERIOR ST Chicago IL 60644
5805 S CALIFORNIA AV Chicago IL 60629
5815 N SHERIDAN RD APT 213 Chicago IL 60660
6035 S LOOMIS BLVD Chicago IL 60636
6060 N OVERHILL AVE Chicago IL 60631
6118 N SHERIDAN RD Chicago IL 60660
618 N Lotus Ave Chicago IL 60644
634 W SURF ST Chicago IL 60657

6448 S CHAMPLAIN AVE Chicago IL 60637

652 E 89TH PL Chicago IL 60619

653 N LONG AVE Chicago IL 60644

6650 S MARYLAND AVE Chicago IL 60637

6814 S EAST END AVE 3 Chicago IL 60649

6941 S LOWE Chicago IL 60621

7116 S WASHTENAW AVE Chicago IL 60629

7120 SOUTH ROCKWELL STREET Chicago IL 60629

7315 SOUTH PRINCETON Chicago IL 60621

7341 S Champlain Ave Chicago IL 60619

7341 SO CALUMET Chicago IL 60619

738-740 EAST 103RD PLACE Chicago IL 60628

7409 N CLAREMONT AVE UNIT #1 Chicago IL 60645

7656 1/2 S COLES AVE Chicago IL 60649

7752 S WOOD Chicago IL 60620

7952 S. COLFAX AVE. Chicago IL 60617

7957 S RHODES AVE Chicago IL 60619

8048 S MARSHFIELD AVE Chicago IL 60620

8106 S WOODLAWN AVE Chicago IL 60619

8219 S HONORE Chicago IL 60620

8337 S BURNHAM AVE Chicago IL 60617

8503 S BURNHAM AVE Chicago IL 60617

8718 THROOP ST Chicago IL 60620

8942 S ANTHONY AVE Chicago IL 60617

910 N. KEYSTONE AVENUE Chicago IL 60651

9140 S HARPER AVE Chicago IL 60619

9146 S LAFLIN ST Chicago IL 60620

922 N PULASKI RD Chicago IL 60651

APPENDIX B

Fee Schedule and Payment Terms

Administration Services between Atticus Administration, LLC (the “Contractor”), and The City of Chicago (the “City”).

Section 1. Scope and Description of Work

Pursuant to the attached 4-page document referred to as the “Atticus Quote” or the “Quote”.

Section 2. Contract Price

Pursuant to the attached 4-page Quote, \$8,000.00

Section 3. Payment Terms

Pursuant to the attached 4-page Quote:

40% at the date of noticing.	\$3,200.00
Final 60% at the date of award distribution(s).	\$4,800.00

Atticus Administration, LLC
a Minnesota Limited Liability Company



James B Hardy, CFO and COO

James B. Hardy, CPA (Inactive) CFO COO

Atticus Administration, LLC
1295 Northland Drive Suite 160 St. Paul MN 55120
Direct: 612-299-1800
Cell: 651-233-4421
Email: jhardy@atticusadmin.com
www.atticusadmin.com

Atticus Administration, LLC
Chris Longley - CEO

City of Chicago case

Prepared for

Peter Cavanaugh | Attorney

Peter.cavanaugh@cityofchicago.org

P: 312.744.0897

City of Chicago
Affirmative Litigation Division
121 North LaSalle Street, Room 600
Chicago, IL 60602



ATTICUS

SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2023-12-E11

City of Chicago case

Prepared on December 13, 2023
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING-Mailed First Class	\$2,014
<i>Initial Notice (5-pages, Notice, claim forms + BRE)</i>	Included
<i>Undeliverable/Return Mail Processing</i>	Included
<i>English only</i>	Included
PROJECT MANAGEMENT/ADMIN FEES/Technical	\$3,250
CLAIMS	\$ 312
COMMUNICATIONS	\$ 134
<i>PO Box rental</i>	Included
<i>Other correspondence, Opt-outs, Objections</i>	Included
<i>Case website (see options)</i>	Not Included
<i>800# with IVR for FAQ's (see options)</i>	Not Included
FUND, TAX REPORTING	\$1,040
<i>setup QSF, file annual tax returns</i>	included
DISTRIBUTION	\$2,815
<i>check printing, payment calculation & verification, coupon mailing, bank fees</i>	included
DISCOUNT	(\$1,565)

TOTAL: **\$8,000**

Key Assumptions

- Group Size: **100**.
- Notice – 5-pages + a claim form (English only).
- Includes data review, cleansing, compiling and preparing file(s) for mailing; including NCOA.
- Communications includes PO box rental and written correspondence.
- Communications excludes 800# with IVR (see options).
- Communications excludes a case website with access to all court documents, necessary forms for claims filing and claims filing instructions (see options).
- Class Members must file a valid claim to receive an award payment.
- Claims rate assumed at 30%.

Options

- Adding case website with claims filing capability, adds \$2,500.
- Adding an 800# with IVR for FAQ's (no live operators), adds \$350. Adding live operators in addition to 800#, adds another \$400.

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.

Payment Terms:
 40% payable at Notice
 60% payable at Distribution

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*



FILED DATE: 2/14/2024 4:23 PM 2020L007974

Detailed Budget

Atticus Services & Cost Description

DESCRIPTION		UNITS	SUBTOTAL
NOTICE MAILING (Data Cleansing & Analysis) Mailed First Class		100 Class Mbrs	\$2,014
<i>Class Data List - Cleaning & Processing</i>		6.00 Hrs	\$741
<i>Class Notice Review - Proof/Finalize/Print Set-Up</i>		4.00 Hrs	\$494
<i>PRINTING Class Notice 5 pgs + claim form + BRE (4 sheets)</i>	1	100 notices	\$594
<i>Postage Stamp (within 1 ounce max weight)</i>		100 ct to mail	\$69
<i>BRE postage</i>		30 postage	\$25
<i>Undeliverable/ NCOA /Return Mail Processing & Remail (10%)</i>		10 10% of class	\$30
<i>Notice Request Re-Mailing</i>		5 5% of class	\$61
PROJECT MANAGEMENT		24 hrs	\$3,000
TECHNICAL SET UP (includes project kick-off)		2 hrs	\$250
CLAIMS (including any cures)		30 30%	\$312
COMMUNICATIONS			\$134
<i>Telephone - Set-Up + Monthly Fee</i>		options	\$0
<i>Website</i>		options	\$0
<i>Telephone - Messages with IVR for FAQ's</i>		options	\$0
<i>PO Box - Setup & Monthly Fee</i>		6 Months	\$100
<i>Correspondence - Mail</i>		various	\$35
FUND, TREASURY & TAX Reporting			\$1,040
<i>Set-Up QSF</i>		2.00 Hrs	\$260
<i>Prepare/File Annual Fund Return, 1096 Form</i>		6.00 Hrs	\$780
<i>Print 1099 's (if necessary)</i>		- 1099's	\$0
DISTRIBUTION, Payment Calculations & Reporting			\$2,815
<i>Cover Letter & Check - Design/Review/Finalize</i>		2.00 Hrs	\$247
<i>Payment Data - Calculate & Verify Payments</i>		8.00 Hrs	\$988
<i>Prepare Payment Reports</i>		8.00 Hrs	\$728
<i>Check - Print Set-up/Printing/Mail Prep</i>		30 checks	\$280
<i>Check Mailing Postage (will be 1x mailings)</i>		30 mailed	\$21
<i>Check - Undeliverable/ NCOA /Return Mail Processing & Remail (7% Return)</i>		7 7.0% est	\$99
<i>Bank Fees (Account Set-Up & Monthly Fee)</i>		6 months	\$452
DATA STORAGE		n/a	\$0
Discount			(1,565)
		TOTAL	\$8,000

Operating Assumptions

- Group Size: **100 individuals**.
- Class Notice – 5-pages (English only). Notice, claim form and BRE. Price includes postage and handling fees. Also includes cataloguing of returned undeliverables and other related reporting.
- Includes data review, cleansing, compiling and preparing file for mailing; including NCOA, and new address searches, and skip tracing if required.
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- Communications includes, PO BOX, Mail Correspondence, opt-outs and objections; excludes 800# with IVR (see options).
- Project management assumes 26 hours at a blended rate of \$125 per hour. Includes all project management functions including weekly forwarding of claims information to client.
- 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.



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Thank you



Chris Longley – CEO

612-315-9007 (Direct)
651-755-2552 (Cell)
chris@atticusadmin.com

1250 Northland Drive Suite 240
Mendota Heights MN 55120

www.atticusadmin.com

Atticus Administration, LLC
Chris Longley - CEO

City of Chicago case

Prepared for

Peter Cavanaugh | Attorney
Peter.cavanaugh@cityofchicago.org
P: 312.744.0897

City of Chicago
Affirmative Litigation Division
121 North LaSalle Street, Room 600
Chicago, IL 60602



ATTICUS

SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2023-12-E11
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chris@atticusadmin.com

1250 Northland Drive Suite 240
Mendota Heights MN 55120

www.atticusadmin.com

APPENDIX C

**NOTICE TO CITY OF CHICAGO ELIGIBLE HOMEOWNERS OF
CREATION OF RESTITUTION FUND**

[Claim Administrator info]

[Date]

[Recipient's Name]

[Recipient's Address]

[City, State, ZIP Code]

Re: NOTICE TO ELIGIBLE CITY OF CHICAGO HOMEOWNERS OF CREATION OF
RESTITUTION FUND

Dear [Recipient's Name],

This notice is being sent to you as a homeowner in the City of Chicago pursuant to a legal settlement between the City of Chicago and Resipro, LLC, and Resicap LP. Please be advised that this communication is not a solicitation.

Pursuant to the terms of the settlement, the City of Chicago has established a Restitution Fund to provide financial reimbursement to eligible homeowners for costs associated with the remediation of construction issues that may be present at your home due to work performed by Resipro LLC and Resicap LP.

Eligibility Criteria:

The Restitution Fund is available to current homeowners who purchased properties at which Resipro and Resicap performed construction work. However, homeowners who contracted with Resipro or Resicap, or homeowners who owned the property at the time Resipro or Resicap conducted work on the property, are not eligible for restitution.

If you are the current homeowner of [ADDRESS], you may be eligible for restitution.

Action Required:

To determine if you are eligible for restitution, please complete and submit the enclosed eligibility form by [date]. It is imperative that the form is submitted by this date, as failure to do so will result in you no longer being eligible for restitution under this fund.

Claim Review Process:

If you are determined to be eligible, a Claim Reviewer will contact you via telephone or email to schedule an in-person review of your home. The in-person Claim Review must be scheduled by [date] and completed by [date]. Failure to meet these dates will result in you no longer being eligible for restitution under this fund.

Restitution Amount:

FILED DATE: 2/14/2024 4:23 PM 2020L007974

If the Claim Reviewer identifies qualifying life safety issues during the inspection, you will be eligible for up to \$10,000 in restitution towards the cost of remediating the identified issues. If no qualifying life safety issues are identified, you will receive a minimum of \$1,000 in restitution, even if no construction issues are found.

For further inquiries or to obtain additional information, please contact [Claim Administrator] at [Phone Number] or [Email Address]. You may view the settlement agreement and related documents at www.chicago.gov/ResiproSettlement.

Thank you for your attention to this matter.

Sincerely,

[CLAIM ADMINISTRATOR]

Enclosure: Restitution Claim Form

Exhibit B

settlements, including some of the highest profile cases over the last few years, including, for example, *In Re Motor Fuel (Hot Fuel) MDL No: 1840, Case No: 07-md-1840-KHV* and the *Target Data Breach, Financial Institutions Case No. 0:14-md-02522-PAM* class action settlement.

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

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

6. Since its inception, Atticus has provided administrative services in over 985 class action settlements and has disbursed approximately \$1.24 billion (See **Exhibit A**). Among the founders and team members of Atticus, collectively we have administered over 3,000 settlements and have disbursed over \$3,000,000,000 in settlement funds.

7. Typically, Atticus will send direct mail notice to class members when class members are known, as per the Federal Judicial Centers, "*Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*" 2010. Based on my experience delivery rates for such plans can be anywhere from 64% to 98% depending on the age of the data file, and the amount of cleaning we perform on the list prior to mailing. It is in our best interest to take as many steps as feasible to ensure addresses are updated prior to mailing to minimize the return and re-mails to class members. Courts routinely approve Notice plans in my experience, when addresses and class members are known, even when the delivery rate is as low as 64% of the total class mailed. In my professional opinion, the Notice plan as outlined in the Settlement Agreement, is fair and reasonable, and provides adequate due process for

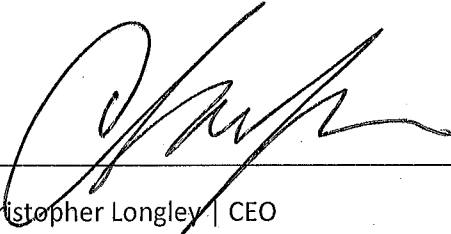
class members, The plan further as outlined, meets the guidelines set forth in the Federal Judicial Center's *Guidelines for Class Action Settlements*.

8. In accordance with the terms of the Settlement Agreement in this case, Atticus will upon preliminary approval mail the Notice of Settlement to Class Members at their last known address via first class mail through the United States Postal Service ("USPS"). Prior to mailing Notice, Atticus will verify the last known address using the National Change of Address (NCOA) database maintained by the USPS, and if an updated address is found, that address shall be used in lieu of the address received for purposes of this mailing and subsequent mailings. Any Notices that are returned as undeliverable will be processed, skip-traced using a professional service and re-mailed as outlined in the Settlement Agreement, within three business days (3) after Notice is returned for address correction. Additionally, the Short Form Notice will be sent via electronic mail to those Class Members whose email addresses are provided in the Class List.

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

10. 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.

I declare under penalty of perjury under the laws of the United States of America and the State of Kentucky that the foregoing is true and correct to the best of my knowledge. Executed this 8th day of February 2024, at Mendota Heights, Minnesota.

A handwritten signature in black ink, appearing to read 'C Longley', is written over a solid horizontal line.

Christopher Longley | CEO

Atticus Administration, LLC

CURRICULUM VITAE**About Atticus Administration LLC**

Founded in August 2016, Atticus has administered over 985 settlements and has distributed more than \$1.24 billion in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

Partial Listing of Atticus' Current Cases and References

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



Arrieta v Genentech
Ashe v Farmers Insurance Group

Astorga v Bosman Dairy
Athan v US Steel Corporation
Atlanta Hawks FACTA
Avilez v Full Steam Staffing
Ayala et al v Olson Brothers Ranchers

Baca v Two Jinn
Baldwin v RHP Properties

Barragan v Natrol
Bassett v Vons

Baylog v Hash Flare
Beamon v Event Merchandising Inc
Bean v Lewis Boats
Beato v Elite Rooter PAGA
Baudette v McDonough (VA Caregiver Program)
Begley v JK Enterprise (Cabaret II)
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc
Bell v MCSC
Benefield v Springco Metal Coatings

Bennett v Alorica INC
Bennett v Dart

Benton v NorCal In Alliance
Bernier v AT&F
Berthiaume v Allianz Life
Best v Twin Inc
Bethmann v Roberts (St. Charles County Coop)
BF-Biscomerica-0814
Bice v Vensure HR
Phan v. Big Saver Foods FACTA

Bilberry v Hardy Window Co.
Birbower v Quorn Foods

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

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

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

2:18-CV-03043-DDP-PLA
BC683325
1811-CC01173
21stcv16493
CAVC-20-4961
3:21-cv-01031-yy
7:19-cv-55-HL
17-003861-CZ
1:17-cv-00918-DCN
30-2018-00997257-CU-OE-
CXC

1:21-cv-1302
27-CV-17-15118
ESX-L-8062-16
1711-CC01263

STK-CV-UOE-2016-1264
BC636343

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

2:17-cv-2827
BC722758



ATTICUS

FILED DATE: 2/14/2024 4:23 PM 2020L007974

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



ATTICUS

FILED DATE: 2/14/2024 4:23 PM 2020L007974

Chavez v Stellar Management Group VII, LLC
 Choukalas v Cuyahoga County
 Christian v Mad Anthonys
 Chung v Alliance One
 Ciaz v ND Travel Nurses
 Cibulka v St. Louis County, MO
 Citywide v Gruma Corporation
 Clark v Heavy Restaurant Group
 Clay v Dart (Cook County Division 6 Cert)
 Cole v Orange County
 Cole v Orange County Cert
 Coley v Eskaton
 Colina v Goya Foods
 Collins v Dunbar
 Collins v Golden Gate Bell
 Comofort v Fernandez Brothers
 Cook v Window Nation
 Corcoran v Herringbone Tavern
 Corner v Gregory & Co
 Coronado v Flowers Foods
 Cosio v IPAA
 Cosio v IPAA Cert

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

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

5:17-cv-01863-EJD

CGC-18-570576

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

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

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

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

Culberson v Motion Auto Plaza
 Daniels v Top Dot Mortgage
 Danley v City of Mission KS
 Danshir v GNY
 Dart v Sheriff of Cook County
 Davis v Omnisure
 Davis v. City of Normandy
 Day v GEICO Casualty (cert notice)
 De Carolis v Broadcom
 De La Rosa v Coca Cola
 De Luna v Pacific Rim Dairy

2011-CC00118
 08 CV 4736
 Case No. 17CV05514

CAM-L-3742-15
 4:18CV01514RLW

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

Deak v In-N-Out Burgers



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



ATTICUS

Garcia v Toro Petroleum Corp	21CV000871
Gateley v Roman Freight	19-2-04498-5 KNT
Gaytan-Mendoza v Taylor Orchards	18-2-00482-3
Gelson's Markets Project	BC670061
George v Schulte Hospitality	2018-CH-04413
Gil v Luxottica	19STCV32413
Gilstrap v Sushanti 216b Cert	1:22-cv-434
Go Jump [PAGA]	
Goh v NCR FCRA	AAA No. 01-15-0004-0067
Gomez-Gasca v Future Ag	19-CV-2359-YGR
Gonzales v Healthcare Services Group BW	CGC-18-570988
Gonzalez v New Century Financial Services Inc	ESX-L-007675-17
Gonzalez v Xtreme Manufacturing	
Tran v Good Health Natural Products	BC561427 and BC588986
Gotishan v Kyo Autism Therapy	
Gould v BCT, Inc	19-2-00706-36
Gould v Farmers Insurance Exchange	1922-CC11065
Gray 2 v HCI Group	18-7440 (KFP)
	Confidential Master Settlement Administration Agreement
Grubhub	19STCV10106
Gruma Foods Settlement	
Gudia v Adams	
Guidry v Dow Chemical Company	2:19-CV-12233-MLCF-KWR
Guillen v AAA Limo	
Gutierrez v Zero Motorcycles	19CV03725
Hadley v Sugarmill Distillery	2020L13
Hanna v Marriott	3:18-cv-00325
Hanz v. SWBT	None: Arbitration
Harding & Moore v Wakefield & Assoc	18SL-AC26348-01
Harris v Diamond Dolls	3:19-cv-00598-RCJ-CBC
Harris v General Motors Corp	
Harris v Georgia Pacific	6:19-cv-06001-RTD
Harris v Wakefield	1722-cc11907
Hawkins v Middle Tennessee Pizza	
Hendrix v. Knight Transport	19-2-03468-8 KNT
Hernandez v Central Valley Community Bank	278857
	Civil Action No: 4:16-cv- 03577
Hernandez v City of Houston	18CV001441
Hernandez v Double Lucky	712045/18
Hernandez v NY4 Pretzel	M129230
Hernandez v So Mo Co Labor Supply, Inc.	

-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

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

Isley v BMW
Jacques v Mike's Mobile
Jadan v Costco
Janjua v Pilot Travel Centers
James Blancher v KRG JCS
Jeffries v Volume Services America FACTA
Jensen v Blue Shield of CA

2:19-cv-12680

19CV340438

Jewell v New Legend, Inc.
Jalil v Diesel Services
Jimenez v Environmental Service Partners
Jimenez v ESP

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

Jimenez v San Cristobal Distributing

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

Jimenez v San Cristobal Distributing BW

56-2020-00545162-CU-OE-
VTA

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

56-2020-00545162-CU-OE-
VTA
17CV000875

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

56-2013-00469494-CUBT-
VTA

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

Juarez v ISL	30-2020-01132859-CU-OE-CXC & 30-2018-01015988-CU-OE-CXC
Juarez v Laguna Farms	
Kane v Sheriff of Cook County	
Kapustka v Cardinal Motors SLO	
Katie A v Diana Bonta	LA CV02-05662-JAK-FFMx
Kendall v CubeSmart	3:15-cv-6098(BRM)(LHG)
Keyhanzad v Ryan Cars PAGA	
Kholbekov v American Chore Services	
Kirtley v Startek	1:22-CV-00258-RMR-NRN
Krasnov v PULS Technologies PAGA	CGC-18-570330
Kurzel v Suncoast Credit Union	
Kuck v Planet	2:17-cv-04769-ADS-GRB
Labidou v Fleet Lease Network	HUD-L-005191-15
Lama v Mercury Insurance	
LaRoda v PearlParadise.com, Inc.	19STCV32976
Layes v RHP Properties et. al	1581-CV-02722-C
Lazy Boy Furniture Galleries Settlement	
Leach v The Claremont Colleges	BC686451
Lee v Del Monaco	
Lee v Porcelanosa New York Inc	BER-L-6511-17
Lee v Stoneledge	RG18927149
	56-2017-00498637-CU-OE-VTA
Lemus v JKM Trading Company	
LeRoy Browne matter	
Levine Hat v Innate Intelligence	
Levy-Vinick Wage & Hour Case	
Liotta v Secure Parking Enforcement	22EV000598
Liu v QNAP	19PSCV00668
Liu v QNAP Cert	19PSCV00668
Lo v Cyberpower	
Loness v US Legal Services	
Lopez v Adidas	
Lopez v George Amaral Ranches	18CV000082
Lucyk v Materion	
	37-2019-00057474-CU-OE-CTL
LWDA v UTC Restaurant Venture LLC	CGC-20-582236
LWDA ex rel Frye v Jyve Corporation	3:18-cv-11143-TJB
Lyons v Green & Green	2:16-CV-02781-MCA-ESK
Macdonald v CashCall, Inc	20STCV05202
Magana v. Worldwide Recovery Systems	
Magana-Munoz v Rancho Nuevo Harvesting	
Magana-Munoz v West Coast Berry Farm	5:20-cv-02087-EJD
Maierhofer v Blitt & Gaines PC	17SL-CC04297



Maldonado v Dayton Superior Corp	RIC 1615240
Maldonado v GEO Group	
Maldonado v Total Staffing	2017CH01786
Manni v La-Z-Boy	34-2017-002253592
Maricruz Ladino v. Drew Massa Transportation, LLC	18CV001488
Marquez v D 'Arrigo Bros	M130455
Marquez v Jack in the Box Inc	Case No. BCV-17-101998
Marquez v Tanimura & Antle	
Marroquin v Premium Packaging	
Marshall v Coca-Cola Consolidated	
Martin v Toyota Motor Credit Corp	2:20-cv-10518-JVS-MRW
Martin v Wakefield	19SL-AC12801
Martinez v Costco	19-CV-05624-EMC
Martinez v Double L Cattle Co	
Martinez v Double L Cattle Co BW	284357
Martinez v Evans Fruit Co	18-2-01662-39
Martinez v Expression in Wood	21STCV00169
Martinez v Knight Transportation	
Martinez v Providence Farms	
Maasrani v Waterman	
Martinez v Double L Cattle Company	
Martinez v Expressions in Wood [PAGA]	
Matisse v Dun & Bradstreet (Group 1 - Settlement)	1:18-cv-00725-LY
Matthews v Red Hill Country Club	
Mattice v Benchmark Conf Resorts	19CV03102
Mawby v Milo's Kitchen	1616-CV03384
McClurg v People Ready (3 scenarios)	
McCroskey v Tate & Lyle	1:21-CV-00634
McCurley V Derst Bakeries	5:15-cv-00194-JMC
McGlenn v Sprint	
McGrothers v GT Pizza	2:20-cv-4050
McManus v Gerald O Dry	22CVS001776
McNeil v CPS (Giles County)	1:18-cv-00033
MedPro Healthcare Staffing v Clunis	CACE-20-010694
Medrano v Flowers Foods	No. 16-CV-00350 (D.N.M)
	37-2016-00010176-CU-BT-NC
Medwid v ASAP Holding Co	
Meier's v Prosperity	
Mejia & Devaney v Coast to Coast Commercial LLC (Sonic)	CIVSB2105311 SAN BERNARDINO COUNTY SUPER COURT
Mendez v A-Line Messenger Service BW	CIVDS1923624
Mendez v A-Line Messenger Service Cert	CIVDS1923624
Meyers v bebe Stores	14-cv-00267-YGR



ATTICUS

Meyers v Mathias Brothers	
Miles v Kirkland Stores, Inc.	5:18-cv-01559-CJC-SHK
Miller v Flower Foods of North Dakota	
Miller v. Keystone Freight	19-2-09146-1 KNT
Miranda, et al. v. Mahard Egg Farm, Inc	4:19-CV-00092-ALM
	Civil Action No. 2016-CG-0644
MMT Holdings v City of Dublin, Georgia	
Moise v Sharmac Corp.	
Maldonado v Dayton Superior	
Montemarano v Master Group Cert	1:19-CV-2387
Montemarano v Master Group	1:19-cv-2387
Montgomery v Continental Intermodal Group Trucking (CIG)	
Moore v Department of State Hospitals (DSH)	19-940-MV/GJF
Mora v IGT	19STCV16858
Morales v OPARC	
Morel v Goya Foods	2:20-cv-05551-ES-CLW and ESX-L-8192-21
Moskowitz v Atlanta Hawks	2017-cv-288354
Mullins v Data Management Co	1:20-CV-214
Munoz v Carrollton Springs LLC, ET AL.	4:20-cv-01719
Munoz v Norman Window Fashions	20NWCV00279
Nava v Marcos Renteria AG Services	
Neal v Hillson's of Lebanon	
Neff v Flowers Foods	5:15-cv-00254-GWC
Nelson v Vanguard	5:19-cv-00030 MFU
Nelson v Vanguard Cert	5:19 CV00030MFU
	37-2017-00048458-CU-OE-CTL
Nguyen v Market Source	
Niemann v JCSMH	
Nix v Adams Beverages of NC	3:19-cv-000669
Noll v Flowers Food Cert	1:15-CV-00493-LEW
Noll v Flowers Foods	1:15-cv-00493-LEW
North v Layers BW	CGC-19-577983
North v Layers PAGA	CGC-19-577983
Nucci v Rite Aid	19-cv-01434-LB
Nucci v Rite Aid BW	19-cv-01434
Nunes v Home Depot	
Nunez v Thompson	MID-L-949-15
Ocampo v Capstan	19STCV05638
OFCCP v Cerner	
OFCCP v Sprint Corporation	
Oliphant v SPRINT Management Corp	8L18-CV-353
Oliver v Centene Corporation	
OM-Defendant-4789 (PAGA)	
O'Neal-Roberts v Off the Grid Services	RG20075270



ATTICUS

Orozco v Gruma Corporation PAGA	1:20-cv-1290-A WI-EPG
Pacheco v Bushfire Grill, Inc.	3:18-CV-01696-JAH-WVG
Padilla v Caliper Building Systems	0:20-cv-00658
Padilla v Valadao Industries	
Padron v AMI Expeditionary Healthcare	
Palma v Mercury Insurance Services	CIV-DS1911981
Paningbatan v Motivate Belaire-West	
Parish v Cook County	07 CV 4369
Park v United Collection Bureau, Inc.	2:15-cv-01306-SRC-CLW
Parrot v Wakefield	
Medrano v Party City Corporation	STK-CV-UBT-2016-11712
Party City FACTA Cert	2:16-cv-02996-WBS-EFB
Party City FACTA Settlement	
Patterson v Volkswagen	
Patzfahl v FMS ZA	2:20-cv-1202
Patzfahl v FSM ZA LLC Class Cert	20-cv-1202
Payne v Zorbaz	03-CV-19-2721
Perry v Schnucks Grocery	
Pfeiffer Settlement	
Phelps v Toyotetsu America	6:22-cv-00106-CHB-HAI
Philemon v Aries et al	18-cv-1927(RJD)(CLP)
Phillips v A-Team Delivers	RG21104034
	37-2020-00003052-CU-OE-NC
Piccolo v Go Jump Oceanside	
Pierre-Charles v Consumer Portfolio Services, Inc	3:10-cv-10025-BRM-DEA
Piland v Markwort Sporting Goods (Gameface)	17CV02311
Pina v Nielsen Farms	18CV001450
Polite v Boscov's	
Pororoca et al v Flowers Foods	
Power v Sandbox Transportation	1:16-cv-01978-JLK
Pressler & Pressler FDCPA	2:16-cv-00119-MCA-LDW
Price and Bock v Ferrell Gas, Inc	13:18-cv-01502-JAH-(MSB)
Pruitt v Quality Labor Services	16C9718
	30-2020-01175159-CU-OE-CXC
Puglisi v Storm Water Inspections & Maintenance	
Pulido GA Pacific case	
	30-2018-00980426-CU-OE-CJC
Quiroz Franco v Greystone Ridge Condos	2020cv3226
Rael v Red Rocks Credit Union	ESX-1-2017-15
Raff v Safavieh	3:20-cv-03047-WHO
Rahman v Gate Gourmet	
Ramirez v Milton Roy	
Ramirez v. Harris Ranch	Case No. 16CECG04103
Ramos v Dairy Avenue	VCU269798
Randall v ICS	3:20-CV-05438-JLR
Randle v SunTrust	

-CONFIDENTIAL INFORMATION-



ATTICUS

FILED DATE: 2/14/2024 4:23 PM 2020L007974

Ray v County of Los Angeles Questionnaire	2:17-cv-04239-PA-SK
Razo v AT&T Mobility Services	1:20-cv-0172 JLT HBK
Receipts FACTA	1:16-cv-01915-DAD-BAM
Redon v LaEsperenza	
Rench v HMI Industries	3:13-cv-00922-SMY-RJD
Renteria v Stemilt AG Services	18-2-00471-8
Reyes v Unified Grocers	BC506565
Rice v The Related Companies	18STCV02983
Right at Home Settlement	
Roach v BM	MID-L-1333-14
Roberson v Ghiringhelli PAGA	FCS052155
Roberts v Paragon Metals LLC (FLSA Notice)	1:21-cv-000426-HYJ-RSK
Roberts v Tribeca Automotive	ESX-L-5298-16
Rodriguez v Jamba Juice BW	21STCV45855
Rodriguez v John Bean Technologies	
Rodriguez v River City Bank	34-2021-00296612
Roman v TRM	
	20STCV41510
Rose v Impact Group	17SK-CC015895-01
Rosenbloom v Jets Pizza	Civ. A. No. 7:16-cv-00233-FL
Rosinbaum v Flowers Foods	18CV337830
Ross v Hewlett Packard (HPE)	18-cv-336219
Rotor v Signature Consultants	FSC052953
Rough v Costco Wholesale Corporation	C34-2019-00267231-CU-OE-GDS
Rowe v Ulta Salon, Cosmetics & Fragrance	CV18-6227JGB(SPx)
Rubin-Knudsen v Arthur Gallagher	2:18-cv-06227-JGB-SP
Rubin-Knudsen v Arthur Gallagher BW	1:19-cv-00738
Rush v Greatbanc Trust Co (Segerdahl ESOP)	2:17-CV-01182-JAM-GGH
Russell v KeHE Distributors	1:18-CV-04718-JPB
Saenz v Old Dominion Freight Line, Inc.	
Saldana v Quail Creek Farms	CV-17-02234-PHX-DJH
Stallard v MedImpact Healthcare	20SL-CC03903
Sally v Adidas	CIVDS1832657
Sanchez v California Steel Industries - PAGA	CIVDS1702554
Sanchez v Exact Staff	17CV308382
Sanchez v ExamOne World Wide, Inc.	21STCV05609
Sanchez v LAAEC	20-cv-00823-VKD
Sanchez v Mesa Packing LLC	2:16-cv-05634 WJM-MF
Sanders v Professional Medical Management	
Santiago v Northland Group	
Santino & Durate v Highland Fruit Growers	Case No. 20-2-02233-39
Santos v River Credit Works	
Sarubbi v Tech Mahindra	20-CIV-03616



Schaefer v Denso
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
Sharrif v Raymond Management Company
Shirey v Project One Autosport's
Shopko Bankruptcy Settlement
Sigcha v Mid State Pool Liners, Inc.
Signature Consultants Settlements
Sikorski v New Jersey Venture Partners
Smentek v Sheriff of Cook County at al
Smith v Chelmsford Group

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

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

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

MID-L-1693-18

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

Sommers Schwartz FLSA case

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

Soto v Houselander & Associates

19-CV-6691-SJB

Soto v Vander Tuig Dairy

Sours v JAC Products Class Cert

5:22-cv-10532-JEL-APP

Spack v Trans World Entertainment Cert

1:17-CV-1335

Spack v Transworld Entertainment

1:17-cv-1335-TJM-CFH

Sparks v Service Finance Company

MIL-L-2441-17

Specialty Retail Shops Holding Corp (Shopko)

19-80064-TLS

Stafford v Debics Cert

3:22 CV 02106 B

Starr-Patterson v Schell & Kampeter

STK-CV-UOE-2020-9296

Stinson Insurance Settlement

Stotesbery v Muy Pizza-Teja's Class Cert

0:22-cv-01622-KMM-TNL

Supplemental Income Trust Settlement-ERISA

Sutton v United Courier

1;20-cv-682

Tapia v Rivo Holdings

37-2021-00046361-CU-OE-
CTL

Taylor v Debics Cert

3:22 CV 02141 E

Teleaga v Beyer Services

STK-CV-UOE-2018-6387

Terry v Bay Area Beverage Co

MSC18-00859

Tharpe v Sprint Corp

The Bakery v Kenneth Pritt



ATTICUS

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



ATTICUS

FILED DATE: 2/14/2024 4:23 PM 2020L007974

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



Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty

Applied Card Bank Credit Card Litigation-Data Breach

Sun Country Employee Litigation

Dupont Chemical Pollution Litigation

Haight v Bluestem Brands, Inc. -TCPA

Dugan v TGIF-Wage and Hour/FLSA

Dunkel v Warrior Energy-Energy-Wage & Hour

Shelby v Miller Investment Group-Consumer Finance

Salas v Watkins Manufacturing-FLSA

Dull v IPS-Energy Sector Wage & Hour

Wallach v FFG-TCPA

Bourgeoisie v City of Baltimore-Consumer Fees

Brown v Alley-FLSA

Turner v ACD-Wage & Hour

Villa v San Francisco 49'ers-Consumer Fees

Thomas v Solvay

Reid v Unilever-Mass Tort

Zeller v PDC Corporation-FLSA

Murr v Capital One-Consumer Fraud

Redman v City of Chicago- FACTA

Ernst v Sterling-Dish Case-Consumer Fraud

Ott-Publix-FLSA

Ellsworth v US Bank-Consumer Finance

Vidra v Midland Financial-Consumer Finance



Vu v Performance Recovery

Freeman v Berkeley Packaging-FLSA

Martin v JTH-TCPA

Walker v Core Power Yoga-Wage & Hour

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

Debarsekin v L2T-FLSA & Wage and Hour

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

Templeton Rye -False Labeling

Belardes v Farm Fresh to You-FLSA

Tin Cup Settlement-False Labeling

Johnson v Scan SAT-Medical Billing Data Breach

Garcia v EJ Amusement-FLSA and Wage & Hour

Doran v Forever Grand Vacations-Consumer Fraud- Time Share

Velasco v Chrysler Corp-Recall

Covell v Sleep Train-Wage & Hour

Torres v Kwon Yet Lung-FACTA

Redman v IMAX-FACTA

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

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



ATTICUS MANAGEMENT TEAM

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

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

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

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

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

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

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

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

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

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

Joel Prest – Director of Technology – Joel has 15 years of experience with software development and project management. Joel has expertise in designing scalable solutions to allow end users to work more efficiently



with easy-to-use applications. Joel's prior work history includes Human Resource Management, which allows him to understand system payroll needs, HIPPA, and tax requirements necessary for employment related cases.

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

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

Exhibit C



★ CNR ADVISORS, LLC ★

Receivership Services



CNR Advisors, LLC Overview

CNR Advisors, LLC provides specialized asset and transaction management services to lenders and private-equity owners of office, industrial, retail, residential and special use properties. Through our vertically integrated services platform, we serve as your single point of contact through the entire lifecycle of a property.

Our professionals deliver comprehensive asset management, construction management, property management, receivership, sales and leasing for occupied and vacant properties. CNR Advisors, LLC understands the importance of reducing costs and maximizing value, we do it every day for our portfolio.

Joining our critical ownership mentality with an aggressive, proven brokerage strategy, we create a unique synergy of corporate-level practice and entrepreneurial deal-making that serves the institutional needs of our clients while keeping pace with changing market dynamics.

We combine the day-to-day skills needed to own and operate real estate with unparalleled market knowledge and ground-up brokerage expertise. Our process produces meticulously cared-for buildings and time-sensitive exit strategies.

Our objective is to enhance the value of assets through proactive management and precise market positioning so our clients may realize the highest value achievable through rental income or disposition.



Leadership



P. Curtis Bettiker

The Managing Partner of CNR P. Curtis Bettiker is a seasoned entrepreneur with a diverse business operations history, having been involved with the purchase and sale of multiple organizations in the real estate, automotive and manufacturing industries. He now specializes in turning around distressed assets to ensure future stability and profitability. He has done over 1500 cases for multiple financial institutions and municipalities all obtaining positive results.

After attending the University of Kansas, he graduated from Kendall College, triple majoring with B.A.s in Information Technology, Marketing and Entrepreneurship. Bettiker is a licensed real estate broker in Illinois with over fifteen years of experience including sales, leasing, asset and construction management as well as receivership.



Receivership

CNR Advisors, LLC can be appointed by the court for the protection, management and conservation of real estate requiring specific oversight, direction and authority, during foreclosure or other litigation proceedings. These appointments are usually at the request of the secured lender or other parties of interest. CNR Advisors, LLC has the ability to fund protective advances to preserve and maintain the value of assets.

The Receiver is employed as an officer of the appointing court to work with the requesting party, and other professional advisors who are associated with the asset(s) to be protected, to accomplish the following:

- Take possession of the subject asset and all rents, including any necessary documentation to continue management of the asset
- Collect all rents and security deposits
- Employ agents for the protection, management and operation of the asset
- Make payments for the real estate taxes, utility bills, assessments, general maintenance and repair of the asset
- Procure proper insurance coverage
- Take all actions necessary to enforce or terminate any and all leases
- Protect, possess, conserve, preserve, control, manage and operate the asset
- Prepare budgets
- Secure required bonding insurance and licenses
- Make all scheduled court appearances
- Monthly reporting to the Court

Abbreviated Past and Active Receivership Cases

Better Housing Foundation	54-Building Portfolio, 454 Units in Chicago
4300 DiPalo Center	100,000 Square Foot Industrial Space
1202-1300 W. Dundee Road	30,000 Square Foot Industrial Space
1640-1750 S. Prairie Avenue	Former Kodak Processing Facility
	5-Story Office Building
	Heart of Museum Park
	Retained to Abate Airborne Asbestos, Secure Property
2600 W. Roosevelt Road	Emergency Demolition of 8 Industrial Buildings
2636 W. Chicago Avenue	4-Unit Forensic Architectural Condominium
	Retained to Repair Building
46 th Street & Wabash Avenue	346-Unit Apartment Complex

1225 W. Garfield Boulevard, Chicago, IL

1408-10 W. 68th Street, Chicago, IL

3036 N Lincoln Ave Chicago IL

1431 N. Long Avenue, Chicago, IL

1626 N. Mason Avenue, Chicago, IL

1715 S. Ruble Street, Chicago, IL

1840 N. Mobile Avenue, Chicago, IL

1920 S. Throop Street, Chicago, IL

1937 N. Karlov Avenue, Chicago, IL

1938 S. Racine Avenue, Chicago, IL

200 N. Dearborn Street, Chicago, IL

2051 N. Lorel Avenue, Chicago, IL

215 E. Cullerton Street, Chicago, IL

2235-45 N. Lincoln Avenue, Chicago, IL



**Bid between Atticus Administration LLC and Chicago Neighborhood Resources, LLC
Home Inspection Agreement.**

Chicago Neighborhood Resources, LLC, referred to as “Contractor,” make this BID to Atticus Administration referred to as “Atticus.”

Section I. Scope and Description of Work

Contractor agrees to perform for Atticus comprehensive inspections of work performed by other contractors. Contractor will create a basic report of findings based on a scope provided by Atticus and Property owner. Contractor will schedule all appointments with property owners.

Inspection Report will included.

- A) Inspections to be completed by qualified maintenance professionals.
- B) Property Address
- C) Date of Inspection
- D) Owners’ information
- E) Property Pictures
- F) Initial findings
- G) Recommendations of reimbursement

Section II. Contract Price

Atticus will pay Contractor for performance of the work, described in the preceding section, Estimated to payable as follows per accepted bid:

- A. \$495.00 Per inspection
- B. \$195.00 Per no show fee

Section III. Cancellation

This contract may be canceled by Atticus within 5 business days following the day of the execution of this agreement by giving written notice of rescission to the Contractor at the address given in this contract, in which event Atticus shall be entitled to a complete refund of the down payment given to Contractor at the time of the execution of this agreement minus any work already completed.

Section IV. Permits and Licenses

No Permits of licensees are required for work being performed.

Section V. Entire Agreement

This contract constitutes the entire agreement between the parties. Any changes or alterations in this agreement shall be valid and effective only if agreed upon in writing between the parties.

IN WITNESS the parties have executed this agreement on _____ 2024 _____

Atticus Administration LLC
1295 Northland Drive
Suite 160
Saint Paul, MN 55120

By: _____
Name: _____
Its: _____

**Chicago Neighborhood Resources,
an Illinois limited liability company**

By: _____
Name: P. Curtis Bettiker
Its: Managing Member

FILED DATE: 2/14/2024 4:23 PM 2020L007974