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19 UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA
21 WESTERN DIVISION

22 EDWARD ASNER, *et al.*,
23 Plaintiffs,
24 vs.
25 THE SAG-AFTRA HEALTH FUND,
26 *et al.*,
27 Defendants.

Case No. 2:20-cv-10914-CAS (JEM)

**DECLARATION OF ERIC
SCHACHTER OF A.B. DATA IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

Judge: Hon. Christina A. Snyder
Action Filed: December 1, 2020

1 I, Eric Schachter, declare and state as follows:

2 1. I am a Senior Vice President of A.B. Data, Ltd.'s Class Action Administration Division
3 ("A.B. Data"), whose Corporate Office is located in Milwaukee, Wisconsin. A.B. Data has been
4 retained by Class Counsel to act as Settlement Administrator. I am fully familiar with the facts contained
5 herein based upon my personal knowledge.

6 2. I have personally implemented and coordinated some of the largest and most complex
7 class action notice and administration programs in the country. The scope of my work includes
8 notification, claims processing, and distribution programs in all types of class actions and related
9 matters.

10 3. A.B. Data has been appointed as notice, claims, and/or settlement administrator in
11 hundreds of large consumer, antitrust, securities, ERISA, insurance, and government agency matters.
12 A profile of A.B. Data's background and capabilities is included as **Exhibit A**.

13 4. As Settlement Administrator, A.B. Data will be generally responsible for providing notice
14 to the Settlement Class that is compliant with Rule 23 of the Federal Rules of Civil Procedure and due
15 process. More specifically, A.B. Data's responsibilities will include: (i) establishing and maintaining
16 the Settlement Website; (ii) sending the Settlement Notice to each Class Member; (iii) sending the HRA
17 Notices to certain Senior Performers; (iv) receiving responses to the HRA Notices regarding Senior
18 Performers' intentions to establish HRA Accounts; (v) determining the share of the Net Settlement
19 Amount to be allocated to each Class Member in accordance with the Plan of Allocation (*i.e.*, the
20 Settlement Allocations); (vi) determining the amount of the Plan Monetary Payment; (vii) distributing
21 Settlement Allocations to Class Members who are entitled to Settlement Allocations and who do not
22 receive such amounts in the form of additional allocations to their HRA Accounts; and (viii) complying
23 with all tax laws, rules, and regulations and withholding obligations.

24 5. The Settlement Class is generally defined as:

25 All individuals who (i) were enrolled in health coverage under the Plan at
26 any time during the Class Period, (ii) were notified that they qualified for
27 health coverage under the Plan for any time during the Class Period, and/or
28

1 (iii) qualified or had qualified as a Senior Performer as of the beginning of
2 or during the Class Period, but excluding the Trustee Defendants.

3 6. The Settlement Notice will be directly sent by first-class mail or email to all Settlement
4 Class Members with a known postal address or email address. For Senior Performers who are entitled
5 to a monetary payment or HRA allocation from the Net Settlement Amount pursuant to the Plan of
6 Allocation, their Settlement Notice will be customized to include the target amount of that payment or
7 HRA allocation. For Senior Performers who do not have an HRA Account, the Settlement Notice shall
8 include the HRA Notice which shall advise recipients of their right to become a Participant in the HRA
9 Plan and thereby receive allocations to an HRA Account. No later than thirty (30) days after the HRA
10 Deadline, A.B. Data will provide the Plan with a list of Senior Performers who have communicated an
11 intention to establish HRA Accounts in response to the HRA Notice.

12 7. A.B. Data understands that the Plan will provide A.B. Data with the names, addresses
13 (both email and postal) of Settlement Class Members, and other relevant data in the Plan's possession
14 in order to facilitate the distribution of the Settlement Notice and HRA Notice via first-class mail or
15 email.

16 8. All Settlement Class Member information and related data provided to A.B. Data will be
17 stored in a secure environment with controlled access. A.B. Data is committed to protecting the
18 confidentiality, integrity, and availability of personal identifying information and other information that
19 it collects. We are frequently subjected to physical, logical, data, and information systems security
20 reviews and audits in which we have been found to be in compliance with the Health Insurance
21 Portability and Accountability Act of 1996 ("HIPAA"). A.B. Data will take all steps necessary to
22 comply with its obligations under HIPAA, including for the protection of personal health information.

23 9. In advance of initiating direct mail notice, A.B. Data will process all mailing addresses
24 through the national change of address ("NCOA") database and, using any updated information
25 available in the NCOA database, will update Settlement Class Member mailing addresses accordingly.
26 Further analysis will be done of any mail returned non-deliverable after use of the NCOA database, and
27 follow up direct mail notice will be provided where appropriate.
28

1 10. In advance of initiating a direct notice email campaign, A.B. Data will perform several
2 tasks to maximize deliverability and avoid SPAM and junk filters. These tasks include running the list
3 of recipient email addresses through a deliverability analysis to ensure the email addresses are valid,
4 and working with our contacts at the email service providers to develop sending strategies to achieve
5 optimal deliverability. A.B. Data will also incorporate certain best practices to maximize deliverability,
6 such as ensuring no inclusion of words or phrases known to trigger SPAM or junk filters, not including
7 attachments to the email, and sending the emails in tranches over a period of days or weeks.

8 11. To assist potential Settlement Class Members in understanding the terms of the Settlement
9 and their options, A.B. Data will establish a case-specific toll-free telephone number and a case-specific
10 website.

11 12. The case-specific toll-free telephone number will be equipped with an automated
12 interactive voice response system. The automated interactive voice response system will present callers
13 with a series of choices to hear prerecorded information concerning the Settlement. Callers will be able
14 to leave a voicemail, which will enable our team to call back the caller and answer specific questions
15 the caller may have.

16 13. A.B. Data will also implement and maintain a case-specific website,
17 www.sagaftahealthplansettlement.com, for this matter. The Settlement Website will also provide,
18 among other things, a summary of the case, all relevant documents, important dates, and any pertinent
19 updates concerning the litigation or the Settlement process. The Settlement Website will be secure, with
20 an “https” designation.

21 14. The following documents (or links to the following documents) will be posted to the
22 Settlement Website and will remain on the Settlement Website until the Plan completes its obligations
23 pursuant to the Settlement Agreement between the parties: the Amended Complaint, the Settlement
24 Agreement and its Exhibits, Plaintiffs' motion for preliminary approval and any response thereto by
25 Defendants, the Settlement Notice, the HRA Notice, Class Counsel's motion for Attorneys' Fees and
26 Costs and Service Awards and any response thereto by Defendants, any Court orders related to the
27 Settlement, any amendments or revisions to these documents, any responses by the Settling Parties to
28 any objections that may be filed, and any other documents or information mutually agreed upon by the


1 Settling Parties. No other information or documents will be posted on the Settlement Website unless
2 agreed to in advance by the Settling Parties in writing or as ordered by the Court.

3 15. A.B. Data will be responsible for calculating, based on information to be provided by the
4 Plan, the amounts payable to, or allocable to the HRA Accounts of, each Settlement Class Member
5 pursuant to the Court-approved Plan of Allocation. The Plan shall provide the Settlement Administrator
6 with the information reasonably needed to make those calculations. Upon completion of the
7 calculations, the Settlement Administrator will advise the Plan of the Settlement Allocation amounts to
8 be apportioned to each Settlement Class Member entitled to a Settlement Allocation pursuant to the
9 Plan of Allocation, as well as advise the Plan of the amount of the Plan Monetary Payment.

10 16. For all Settlement Class Members entitled to a Settlement Allocation who do not receive
11 a payment in the form of additional allocations to their HRA Accounts, A.B. Data will distribute their
12 Settlement Allocations in the form of a monetary payment from the Qualified Settlement Fund.

13 17. It is my opinion, based on my expertise and experience and that of my colleagues at
14 A.B. Data, that the notice and settlement administration plan described herein is adequate and
15 reasonable. The proposed notice plan is designed to effectively reach potential Settlement Class
16 Members, deliver notices that will capture potential Settlement Class Members' attention, and provide
17 them with the information necessary to understand their rights and options. For these reasons, I believe
18 the proposed notice plan will provide ample notice to members of the Settlement Class and is the best
19 notice practicable in the circumstances.

20
21 Executed this 10th day of April 2023 in Milwaukee, Wisconsin.

22
23 
24 _____
Eric Schachter

25
26
27
28

EXHIBIT A

**Class
Action
Administration**



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CAPABILITIES

About A.B. Data


 Founded in 1981, **A.B. Data has earned a reputation** for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services**, working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

A.B. Data offers unmatched resources and capacity and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortalSM, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

Location, Ownership Structure

 **A.B. Data is an independently owned**, more than 40-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. In other words, we are people who do business with people.

Services

 **Every A.B. Data client is deserving of the best job we can put forward.** A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. It is why we believe much of our success originates from our philosophy of "people doing business with people."

Services

All Digital — From Notice to Distribution

A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

Pre-Settlement Consultation

The pre-settlement consultation is a collaborative session designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

Media Services

A.B. Data continues to earn our reputation as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

Notice Administration

In A.B. Data, clients have a comprehensive resource with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.

Claims Processing

A.B. Data continues to bring game-changing technologies to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

Contact Center

A.B. Data's Contact Center is comprised of a full staff that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

Case Websites

We offer a state-of-the-art technology platform that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

Settlement Fund Distribution

From complete escrow services to establishment of qualified settlement funds, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to

instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

A.B. Data's Leadership



A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

Bruce A. Arbit, Co-Managing Director and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

Thomas R. Glenn, President, Mr. Glenn's management of A.B. Data's Class Action Administration Company includes designing and implementing notice plans and settlement administration programs for antitrust, securities, and Securities and Exchange Commission settlements and SEC disgorgement fund distributions, as well as consumer, employment, insurance, and civil rights class actions. Mr. Glenn previously served as Executive Vice President at Rust Consulting and has more than 30 years of executive leadership experience.

Eric Miller, Senior Vice President, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

Elaine Pang, Vice President, Media, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Pang brings more than 15 years of experience in developing and implementing multifaceted digital and traditional media for high profile complex legal notice programs. She uses her experience in class actions and advertising to provide the best practicable notice plans for large scale campaigns across domestic and international regions, and she leverages her expertise to better understand the evolving media landscape and utilize cutting-edge technology and measurement tools. Prior to entering the class action industry, Ms. Pang worked with many leading reputable brands, including General Mills, Air Wick, Jet-Dry, Comedy Central, Madison Square Garden, Radio City Music Hall, and Geox. She earned her MBA from Strayer University and holds a BS in Marketing from Pennsylvania State University. Ms. Pang's credentials include Hootsuite Social Marketing Certification, Google Adwords and Analytics Certification, and IAB Digital Media Buying and Planning Certification.

Eric Schachter, Senior Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. He has over 15 years of experience in the legal settlement administration services industry. Mr. Schachter's responsibilities include ensuring successful implementation of claims administration services for A.B. Data's clients in accordance with settlement agreements, court orders, and service agreements. He also works closely with Project Managers to develop plans of administration to provide the highest level of effective and efficient delivery of work product. A frequent speaker on claims administration innovation and best practices at industry events nationwide, Mr. Schachter has a bachelor's degree in sociology from Syracuse University, earned his law degree at Hofstra University School of Law, and was previously an associate at Labaton Sucharow LLP in New York City.

Paul Sauberer, Vice President of Quality, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

Justin Parks, Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. Mr. Parks brings extensive experience in client relations to A.B. Data's business development team. Mr. Parks has over 15 years of experience in the legal settlement administration services industry and has successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), including some of the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

Steve Straub, Claimant Operations Director, started with A.B. Data in 2012 as a Claims Administrator. He moved through the ranks within the company where he spent the past five years as Senior Project Manager managing many of the complex commodities cases such as *In re LIBOR-Based Financial Instruments Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *Laydon v. Mizuho Bank, Ltd., et al.* Mr. Straub's performance in these roles over the past ten years, along with his comprehensive knowledge of company and industry practices and first-person experience leading the project management team, has proven him an invaluable member of the A.B. Data team.

In his role as Claimant Operations Director, his responsibilities include developing efficiencies within the operations center, which includes mailroom, call center, and claims processing areas. His areas of expertise include business process development, strategic/tactical operations planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. Mr. Straub is well-versed in the administration of securities, consumer, and antitrust class action settlements. He earned his Juris Doctor degree from Seton Hall University School of Law in Newark, New Jersey.

Jack Ewashko, Director of Client Services, brings twenty years of industry and brokerage experience to his role with A.B. Data. He is an accomplished client manager adept at facilitating proactive communications between internal and outside parties to ensure accurate and timely deliverables. Mr. Ewashko previously held positions at two claim administration firms where he oversaw the securities administration teams and actively managed numerous high-profile matters, including the \$2.3 billion foreign exchange litigation. He notably served as Vice President, FX and Futures Operations at Millennium Management, a prominent global alternative investment management firm. As he progressed through trading, analytic, management, and consultancy roles at major banks and brokerage firms, Mr. Ewashko gained hands-on experience with vanilla and exotic securities products, including FX, commodities, mutual funds, derivatives, OTC, futures, options, credit, debt, and equities products. In the financial sector, he also worked closely with compliance and legal teams to ensure accuracy and conformity with all relevant rules and regulations regarding the marketing and sale of products, as well as the execution and processing of trades. He has held Series 4, Series 6, Series 7, and Series 63 licenses, and has been a member of the Futures Industry Association (FIA) and Financial Industry Regulatory Authority (FINRA). Mr. Ewashko earned his Bachelor of Business Administration from Long Island University, Brooklyn, New York.

Brian Devery, Director of Client Services, brings more than a decade of experience in class action administration and project management, as well as over two decades of experience as an attorney (ret.). Mr. Devery currently focuses on consumer, antitrust, employment, and other non-securities based administrations. In addition to driving project administration, he is focused on the implementation of process improvement, streamlining, and automation. Mr. Devery is admitted to practice law in State and Federal Courts of New York with his Juris Doctorate earned from the Maurice A. Deane School of Law at Hofstra University, Hempstead, New York.

Adam Walter, PMP, Senior Project Manager, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than \$4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

Eric Nordskog, Senior Project Manager, started with A.B. Data in 2012 on the operations team, managing dozens of team leads and claims administrators in the administration of legal cases and actions. In 2017, Mr. Nordskog was promoted to Project Manager, due in part to his proven ability to add consistency and efficiency to the e-claim filing process with new streamlined processes and audit practices. Today, as Senior Project Manager, he directs many of A.B. Data's securities, insurance, and

consumer cases. He regularly oversees the administration of large insurance cases, such as two recent Cigna Insurance matters that involved complex calculations and over one million class members each. He is also the primary hiring and training manager for new project managers and coordinators. Mr. Nordskog earned his Juris Doctor degree from Marquette University Law School, Milwaukee, in 2001.

Bruce Holman, Senior Project Manager, began working with A.B. Data in 2020, bringing his many years of claims administration management experience to the team. Mr. Holman oversees many of A.B. Data's labor and employment cases, acting as a consultant to A.B. Data's clients and offering strategy approaches to his fellow project managers and the class action administration team. His industry knowledge and expertise have made him an invaluable member of the A.B. Data team.

Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

Secure Environment



A.B. Data's facilities provide the highest level of security and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol – every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

Data Security



A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

Fraud Prevention and Detection



A.B. Data is at the forefront of class action fraud prevention.

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

Representative Class Action Engagements



A.B. Data and/or its team members have successfully administered hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

Consumer & Antitrust Cases

- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*

- *In re Broiler Chicken Antitrust Litigation - Commercial (Indirect)*
- *In re Broiler Chicken Antitrust Litigation - Indirect*
- *In re Broiler Chicken Antitrust Litigation - Direct*
- *In re Pork Antitrust Litigation - Directs*
- *In re Pork Antitrust Litigation - Indirects*
- *Peter Staley, et al. v. Gilead Sciences, Inc., et al.*
- *In re: Opana ER Antitrust Litigation*
- *In re Ranbaxy Generic Drug Application Antitrust Litigation*
- *In re Valeant Pharmaceuticals Int'l, Inc. Third-Party Payor Litigation*
- *Staley, et al., v. Gilead Sciences*
- *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation - Direct Purchasers*
- *Beef Direct Purchaser Antitrust Litigation*
- *BCBSM, Inc. v. Vyera Pharmaceuticals, et al. (Daraprim)*
- *In re Automobile Antitrust Cases I and II*
- *Olean Wholesale Grocery Cooperative, Inc., et al. v. Agri Stats, Inc., et al. (Turkey)*
- *Integrated Orthopedics, Inc., et al. v. UnitedHealth Group, et al.*
- *In Re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*
- *Vista Healthplan, Inc., et al. v. Cephalon, Inc., et al. (Provigil)*
- *Jeffrey Koenig, et al. v. Vizio, Inc.*
- *Wit, et al. v. United Behavioral Health*
- *Weiss, et al. v. SunPower Corporation*
- *Smith, et al. v. FirstEnergy Corp., et al.*
- *Resendez, et al. v. Precision Castparts Corp. and PCC Structural, Inc.*
- *Julian, et al. v. TTE Technology, Inc., dba TCL North America*
- *Eugenio and Rosa Contreras v. Nationstar Mortgage LLC*
- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc. ("Lovenox Antitrust Matter")*
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*
- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc. and Garner, et al. v. Behrman Brothers IV, LLC, et al.*

- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*
- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*
- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*
- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
- *Alma Simonet, et al. v. SmithKline Beecham Corporation, d/b/a GlaxoSmithKline*
- *In re Relafen Antitrust Litigation*
- *In Re Remeron Direct Purchaser Antitrust Litigation*
- *In re TriCor Indirect Purchasers Antitrust Litigation*
- *Nichols, et al., v. SmithKline Beecham Corporation*
- *In re: DDAVP Indirect Purchaser Antitrust Litigation*

Securities Cases

- *Plymouth County Retirement Association v. Spectrum Brands Holdings, Inc., et al.*
- *Tung, et al. v. Dycom Industries, Inc., et al.*
- *Boutchard, et al. v. Gandhi, et al. ("Tower/e-Minis")*
- *MAZ Partners LP v. First Choice Healthcare Solutions, Inc.*
- *SEB Investment Management AB, et al. v. Symantec Corporation, et al.*
- *In re Impinj, Inc. Securities Litigation*
- *In re Netshoes Securities Litigation*
- *Yellowdog Partners, LP, et al. v. Curo Group Holdings Corp., et al.*
- *In re Brightview Holdings, Inc. Securities Litigation*
- *In re Obalon Therapeutics, Inc. Securities Litigation*
- *In re Willis Towers Watson PLC Proxy Litigation*
- *In re Blue Apron Holdings, Inc. Securities Litigation*
- *In re: Qudian Inc. Securities Litigation*

- *Plymouth County Contributory Retirement System v. Adamas Pharmaceuticals, et al.*
- *In re Perrigo Company PLC Securities Litigation*
- *Enriquez, et al. v. Nabriva Therapeutics PLC, et al.*
- *Teamsters Local 456 Pension Fund, et al. v. Universal Health Services, Inc., et al.*
- *Olenik, et al. v. Earthstone Energy, Inc.*
- *Shenk v. Mallinckrodt plc, et al.*
- *In re The Allstate Corp. Securities Litigation*
- *Christopher Vataj v. William D. Johnson, et al. (PG&E Securities II)*
- *Kirkland v. WideOpenWest, Inc.*
- *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc.*
- *In re Uxin Limited Securities Litigation*
- *City of Hallandale Beach Police Officers' & Firefighters' Personnel Retirement Trust v. Ergen, et al. (Echostar)*
- *Lewis v. YRC Worldwide Inc., et al.*
- *Tomaszewski v. Trevena, Inc., et al.*
- *In re Restoration Robotics, Inc. Securities Litigation*
- *Public Employees' Retirement Systems of Mississippi, et al. v. Treehouse Foods, Inc., et al.*
- *Ronald L. Jackson v. Microchip Technology, Inc., et al.*
- *In re Micro Focus International plc Securities Litigation*
- *In re Dynagas LNG Partners LP Securities Litigation*
- *Weiss, et al. v. Burke, et al. (Nutraceutical)*
- *Yaron v. Intersect ENT, Inc., et al.*
- *Utah Retirement Systems v. Healthcare Services Group, Inc., et al.*
- *In re PPDAI Group Inc. Securities Litigation*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *In re Aqua Metals, Inc. Securities Litigation*
- *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Southwestern Energy Company*
- *In re CPI Card Group Inc. Securities Litigation*
- *Arkansas Teacher Retirement System, et al. v. Alon USA Energy, Inc., et al.*
- *In re TAL Education Group Securities Litigation*
- *GCI Liberty Stockholder Litigation*
- *In re SciPlay Corporation Securities Litigation*
- *In re Allergan Generic Drug Pricing Securities Litigation*
- *In re Vivint Solar, Inc. Securities Litigation*
- *In re YayYo Securities Litigation*
- *In re JPMorgan Treasury Futures Spoofing Litigation*
- *Searles, et al. v. Crestview Partners, LP, et al. (Capital Bank)*
- *In re Lyft, Inc. Securities Litigation*
- *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*
- *In re JPMorgan Precious Metals Spoofing Litigation*
- *In re Pivotal Software, Inc. Securities Litigation*
- *Longo, et al. v. OSI Systems, Inc., et al.*
- *In re Homefed Corporation Stockholder Litigation*
- *Pierrelouis v. Gogo Inc., et al.*
- *Pope v. Navient Corporation, et al.*
- *In re Merit Medical Systems, Inc. Securities Litigation*
- *In re Frontier Communications Corporation Stockholder Litigation*
- *Holwill v. AbbVie Inc.*
- *Budicak, Inc., et al. v. Lansing Trade Group, LLC, et al. (SRW Wheat Futures)*
- *Yannes, et al. v. SCWorx Corporation*

- *In re Fannie Mae/Freddie Mac Senior Preferred Stock Purchase Agreement Class Action Litigations*
- *In re Myriad Genetics, Inc. Securities Litigation*
- *In re Chicago Bridge & Iron Co. N.V. Securities Litigation*
- *The Arbitrage Fund, et al. v. William Petty, et al. (Exactech)*
- *In re Columbia Pipeline Group, Inc. Merger Litigation*
- *Martinek v. AmTrust Financial Services, Inc.*
- *City of Pittsburgh Comprehensive Municipal Pension Trust Fund, et al. v. Benefitfocus, Inc., et al.*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *Laydon v. Mizuho Bank, Ltd., et al.*
- *Lomingkrit, et al. v. Apollo Education Group, Inc., et al.*
- *In re Caraco Pharmaceutical Laboratories, Ltd. Shareholder Litigation*
- *Norfolk County Retirement System, et al. v. Community Health Systems, Inc., et al.*
- *Chester County Employees' Retirement Fund v. KCG Holdings, Inc., et al.*
- *Oklahoma Law Enforcement Retirement System, et al. v. Adeptus Health Inc., et al.*
- *Di Donato v. Insys Therapeutics, Inc., et al.*
- *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd, et al.*
- *Martin, et al. v. Altisource Residential Corporation, et al.*
- *Stephen Appel, et al. v. Apollo Management, et al.*
- *In re Medley Capital Corporation Stockholder Litigation*
- *Forman, et al. v. Meridian BioScience, Inc., et al.*
- *Public Employees' Retirement System of Mississippi, et al. v. Endo International PLC, et al.*
- *In Re Flowers Foods, Inc. Securities Litigation*
- *Jiangchen, et al. v. Rentech, Inc., et al.*
- *In re Liberty Tax, Inc. Stockholder Litigation*
- *In re RH, Inc. Securities Litigation*
- *Lazan v. Quantum Corporation, et al.*
- *Nabhan v. Quantum Corporation, et al.*
- *Edmund Murphy III, et al. v. JBS S.A.*
- *Public Employees' Retirement System of Mississippi, et al. v. Sprouts Farmers Market, Inc., et al.*
- *In re Starz Stockholder Litigation*
- *Judith Godinez, et al. v. Alere Inc., et al.*
- *Rahman and Giovagnoli, et al. v. GlobalSCAPE, Inc., et al.*
- *Arthur Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.*
- *In re CPI Card Group Inc. Securities Litigation*
- *Daniel Aude, et al. v. Kobe Steel, Ltd., et al.*
- *In re Quality Systems, Inc. Securities Litigation*
- *Cooper, et al. v. Thoratec Corporation, et al.*
- *Washtenaw County Employees' Retirement System, et al. v. Walgreen Co., et al.*
- *Elkin v. Walter Investment Management Corp., et al.*
- *In Re CytRx Corporation Securities Litigation*
- *Ranjit Singh, et al. v. 21Vianet Group, Inc., et al.*
- *In re PTC Therapeutics, Inc. Securities Litigation*
- *Securities and Exchange Commission v. Mark A. Jones*
- *In re Sequans Communications S.A. Securities Litigation*
- *In re Henry Schein, Inc. Securities Litigation*
- *Ronge, et al. v. Camping World Holdings, Inc., et al.*
- *Oklahoma Firefighters Pension & Retirement System v. Lexmark International, Inc.*
- *Christakis Vrakas, et al. v. United States Steel Corporation, et al.*
- *Emerson et al. v. Mutual Fund Series Trust, et al. ("Catalyst")*
- *In re Fannie Mae 2008 Securities Litigation*

- *In re Anadarko Petroleum Corporation Class Action Litigation*
- *Ge Dandong, et al., v. Pinnacle Performance Limited, et al.*
- *In Re: Rough Rice Commodity Litigation*
- *Xuechen Yang v. Focus Media Holding Limited et al.*
- *In re Massey Energy Co. Securities Litigation*
- *In re Swisher Hygiene, Inc.*
- *The City of Providence vs. Aeropostale, Inc., et al.*
- *In re Metrologic Instruments, Inc. Shareholders Litigation*
- *Public Pension Fund Group v. KV Pharmaceutical Company et al.*
- *Pension Trust Fund for Operating Engineers, et al. v. Assisted Living Concepts, Inc., et al.*
- *In re Lehman Brothers Equity/Debt Securities Litigation*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Physical Action)*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Futures Action)*
- *In re General Electric Co. Securities Litigation*
- *In re CNX Gas Corporation Shareholders Litigation*
- *Oscar S. Wyatt, Jr. et al. v. El Paso Corporation, et al.*
- *In re Par Pharmaceutical Securities Litigation*
- *In re Par Pharmaceutical Companies, Inc. Shareholders Litigation*
- *In re Delphi Financial Group Shareholders Litigation*
- *In re SLM Corporation Securities Litigation*
- *In re Del Monte Foods Company Shareholder Litigation*
- *Leslie Niederklein v. PCS Edventures!.com, Inc. and Anthony A. Maher*
- *In re Beckman Coulter, Inc. Securities Litigation*
- *Michael Rubin v. MF Global, Ltd., et al.*
- *Allen Zametkin v. Fidelity Management & Research Company, et al.*
- *In re BP Prudhoe Bay Royalty Trust Securities Litigation*
- *Police and Fire Retirement System of the City of Detroit et al. v. SafeNet, Inc., et al.*
- *In re Limelight Networks, Inc. Securities Litigation*
- *In re Gilead Sciences Securities Litigation*
- *In re ACS Shareholder Litigation, Consolidated C.A. No. 4940-VCP*
- *Lance Provo v. China Organic Agriculture, Inc., et al.*
- *In re LDK Solar Securities Litigation*

Labor & Employment Cases

- *Verizon OFCCP Settlement*
- *Alvarez, et al. v. GEO Secure Services, LLC*
- *Sartena v. Meltwater FLSA*
- *Carmen Alvarez, et al. v. Chipotle Mexican Grill, Inc., et al.*
- *Turner, et al. v. Chipotle Mexican Grill, Inc.*
- *Long, et al. v. Southeastern Pennsylvania Transportation Authority*
- *Matheson, et al. v. TD Bank, N.A.*
- *Ludwig, et al. v. General Dynamics Information Technology, Inc., et al.*
- *Bedel, et al. v. Liberty Mutual Group Inc.*
- *Irene Parry, et al. v. Farmers Insurance Exchange, et al.*
- *Maldonado v. The GEO Group, Inc.*
- *Alderman and Maxey v. ADT, LLC*
- *Albaceet v. Dick's Sporting Goods*
- *Rodriguez v. The Procter & Gamble Company*
- *Adekunle, et al. v. Big Bang Enterprises, Inc. d/b/a The Revenue Optimization Companies*

- *Gorski, et al. v. Wireless Vision, LLC*
- *Lopez, et al. v. New York Community Bank, et al.*
- *Hamilton, et al. v. The Vail Corporation, et al.*
- *Eisenman v. The Ayco Company L.P.*
- *Matheson v. TD Bank, N.A.*
- *Simon v. R.W. Express LLC, d/b/a Go Airlink NYC*
- *Perez v. Mexican Hospitality Operator LLC, d/b/a Cosme*
- *Shanahan v. KeyBank, N.A.*
- *Loftin v. SunTrust Bank*
- *Alvarez v. GEO Secure Services, LLC*
- *Weisgarber v. North American Dental Group, LLC*
- *Talisa Borders, et al. v. Wal-mart Stores, Inc.*
- *Reale v. McClain Sonics Inc., et al.*
- *Larita Finisterre and Songhai Woodard, et al. v. Global Contact Services, LLC*
- *Adebisi Bello v. The Parc at Joliet*
- *Garcia, et al. v. Vertical Screen, Inc.*
- *Brook Lemma and Matthieu Hubert, et al. v. 103W77 Partners LLC, et al. ("Dovetail Settlement")*
- *American Federation of Government Employees, Local 1145 v. Federal Bureau of Prisons, U.S. Penitentiary, Atlanta, Georgia*
- *Lisa Ferguson, Octavia Brown, et al. v. Matthew G. Whitaker, Acting AG, DOJ Bureau of Prisons ("USP Victorville")*
- *American Federation of Government Employees, Local 2001 v. Federal Bureau of Prisons, Federal Correctional Institution, Fort Dix, New Jersey*
- *American Federation of Government Employees, Local 506 v. U.S. Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary Coleman II, Coleman, Florida*
- *Vargas v. Sterling Engineering*
- *Rosenbohm v. Verizon*
- *Alex Morgan, et al. v. United States Soccer Federation, Inc.*
- *Iskander Rasulev v. Good Care Agency, Inc.*
- *Kyndl Buzas, et al., v. Phillips 66 Company and DOES 1 through 10*
- *American Federation of Government Employees, Local 408 v. U.S. Dept. of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, NC*
- *In re 2014 Avon Products, Inc. ERISA Litigation*
- *In re Eastman Kodak ERISA Litigation*
- *Taronica White, et al. v. Attorney General Loretta Lynch, Department of Justice*
- *Lisa Ferguson, et al. v. Acting Attorney General Matthew Whitaker, Department of Justice*
- *Melissa Compere v. Nusret Miami, LLC, et al.*
- *Abelar v. American Residential Services, L.L.C., Central District of California*
- *Flores, et al. v. Eagle Diner Corp., et al., Eastern District of Pennsylvania*
- *Michael Furman v. Godiva Chocolatier, Inc., 15th Judicial Circuit, Palm Beach County, Florida*
- *Finisterre et. al v. Global Contact Services, LLC, New York State Supreme Court, Kings County*
- *McGuire v. Intelident Solutions, LLC, et al., Middle District of Florida, Tampa Division*
- *Duran De Rodriguez, et al. v. Five Star Home Health Care Agency, Inc. et al., Eastern District of New York*

Data Breach/BIPA Cases

- *Hunter v. J.S.T. Corp. BIPA Settlement*
- *Atkinson, et al. v. Minted, Inc.*
- *Rosenbach, et al. v. Six Flags Entertainment Corporation and Great America LLC*
- *Pratz, et al. v. MOD Super Fast Pizza, LLC*

- *The State of Indiana v. Equifax Data Breach Settlement*
- *In re: Vizio, Inc. Consumer Privacy Litigation*
- *In re: Google, Inc. Street View Electronic Communications Litigation*
- *Devin Briggs and Bobby Watson, et al. v. Rhinoag, Inc.* ("Briggs Biometric Settlement")
- *Trost v. Pretium Packaging L.L.C.*
- *In re: Barr, et al. v. Drizly, LLC f/k/a Drizly, Inc., et al.*

Telephone Consumer Protection Act (TCPA) Cases

- *Perrong, et al. v. Orbit Energy & Power, LLC*
- *Baldwin, et al. v. Miracle-Ear, Inc.*
- *Floyd and Fabricant, et al. v. First Data Merchant Services LLC, et al.*
- *Hoffman, et al. v. Hearing Help Express, Inc., et al.*
- *Lowe and Kaiser, et al. v. CVS Pharmacy, Inc., et al.*
- *Johansen v. HomeAdvisor, Inc., et al.*
- *Charvat, et al. v. National Holdings Corporation*
- *Hopkins, et al. v. Modernize, Inc.*
- *Diana Mey vs. Frontier Communications Corporation*
- *Matthew Donaca v. Dish Network, L.L.C.*
- *Matthew Benzion and Theodore Glaser v. Vivint, Inc.*
- *John Lofton v. Verizon Wireless (VAW) LLC, et al.*
- *Lori Shamblin v. Obama for America, et al.*
- *Ellman v. Security Networks*

For More Information

For more detailed information regarding A.B. Data's experience, services, or personnel, please see our website at www.abdataclassaction.com.

EXHIBIT B



A.B. Data, Ltd. | Class Action Administration Company
600 A.B. Data Drive | Milwaukee, WI 53217

Notice and Claims Administration Estimate

Case: *Asner, et al. v. The SAG-AFTRA Health Fund, et al.*
RFP Number: 2587
Date: April 7, 2023

Key Assumptions

Class Size: 136,847
Mailed Settlement Notice Format: 12-page packet
Mailed HRA Notice Format: 16-page packet

Notification

Class Members with Contact Info:	100%	136,847
Class Members w/Email Address:	82%	112,895
Class Members w/Mailing Address (Settlement):	100%	136,847
Class Members w/Mailing Address (HRA):	10%	13,685
Undeliverable Mailed Notices:	5%	7,527

Contact Center

Telephone Calls: 1,500

Claims Processing

HRA Claims Received:	15%	2,053
Online Claims:	95%	1,950
Paper Claims:	5%	103

Fund Distribution

Payments:	100%	136,847
Direct Through Plan:	90%	123,162
Paper Checks:	20%	27,369

Cost Summary

ADMINISTRATION PHASE	ESTIMATED COST
Direct Notice	\$110,075.48
Claims Processing	\$7,723.89
Contact Center	\$14,602.50
Fund Distribution	\$23,667.25
Project Management and Reporting	\$52,675.00
Postage and Other Expenses	\$93,224.05
TOTAL ESTIMATED COST	\$301,968.17



Detailed Estimate - Professional Fees			
	Quantity	Rate (\$)	Estimated Cost (\$)
<u>Notification</u>			
Project/Database Setup (<i>one-time fee</i>)	1	5,000	5,000
Receipt and Processing of Undeliverable Mail	7,527	0.75	5,645
Remailing to Updated Addresses	4,892	1.25	6,115
<u>Contact Center Support</u>			
Dynamic Website Setup and Design (<i>one-time fee</i>)	1	4,000	4,000
Toll-Free Telephone Line Setup (<i>one-time fee</i>)	1	1,250	1,250
<u>Claims Processing</u>			
Receipt and Preparation of Paper Claim Forms	103	2.75	282
Upload and Import of Online Claim Forms	1,950	0.55	1,073
Claim Processing, Validation, and Audits (<i>hourly</i>)	84	75	6,266
<u>Fund Distribution</u>			
Distribution Setup	1	1,750	1,750
Plan-of-Allocation Programming and Testing (<i>hourly</i>)	20	200	4,000
Receipt and Processing of Undeliverable Checks	547	3.75	2,051
Reissuance of Checks to Updated Addresses	465	5.00	2,325
<u>Project Management and Reporting (blended rates)</u>			
Executive Project Management	15	240	3,600
Project Management	95	185	17,575
System Support	50	195	9,750
Quality Assurance	50	170	8,500
Staff	75	110	8,250
Subtotal Professional Fees			\$ 87,432.44



Detailed Estimate - Project Expenses			
	Quantity	Rate (\$)	Estimated Cost (\$)
<u>Notification</u>			
Printing and Mailing of Settlement Notice	136,847	0.52	71,160
Printing and Mailing of HRA Notice	13,685	0.97	13,274
Prepare and Send Email Notice	112,895	0.04	5,000
Advanced Address Updates	8,074	1.10	8,881
<u>Contact Center Support</u>			
Interactive Voice Response (IVR) (<i>per minute</i>)	5,250	0.50	2,625
800 Number Charges (<i>per minute</i>)	5,250	0.15	788
IVR and Line Maintenance (<i>monthly</i>)	12	205	2,460
Dynamic Website Maintenance/Hosting (<i>monthly</i>)	12	290	3,480
<u>Claims Processing</u>			
Post Office Box Rental/Renewal (<i>annual</i>)	1	1,500	1,500
Document Imaging	411	0.25	103
<u>Fund and Tax Administration</u>			
QSF Income Tax Reporting (<i>per year</i>)	1	2,500	2,500
Printing and Mailing of Checks	27,369	0.29	7,974
Check-Processing Fee (<i>per check</i>)	27,834	0.20	5,567
<u>Postage (USPS Presort rates when available)</u>			
Notice	150,532	0.50	75,266
Checks and Other Correspondence	27,916	0.50	13,958
Misc. Expenses (<i>i.e.</i> , shipping, data storage, etc.)			TBD
Subtotal Project Expenses			\$ 214,535.73

TERMS AND CONDITIONS

All services to be provided to Chemicles Schwartz Kriner & Donaldson-Smith LLP (the "Client") by A.B. Data, Ltd. and its affiliates ("A.B. Data") are subject to the following Terms and Conditions:

- SERVICES.** A.B. Data agrees to provide the Client with the administrative services set forth in the Proposal attached hereto (the "Services").
- FEES.** As compensation for the Services to be rendered hereunder, the Client agrees to pay (or make arrangements to pay) A.B. Data all fees detailed in the Proposal. The fees quoted in the Proposal (and any fees quoted in any subsequent proposal(s) for additional services) are estimates, based on information provided to A.B. Data by the Client, and no representation is made by A.B. Data that the fees estimated in the Proposal or any subsequent proposal(s) for additional services, shall equal the actual fees charged by A.B. Data to the Client, which fees (including individual line items) may be greater or less than estimated. In the event additional services are requested on an hourly basis and such additional services are not specifically detailed in the Proposal, A.B. Data will prepare estimates that will be subject to approval by the Client. In the performance of such additional services, the following standard hourly fees shall apply:

Category	Hourly Fee
Executive Management	\$450
Senior Project Management	\$225
System Support	\$185
Project Management	\$175
Quality Assurance Analyst	\$160
Staff	\$105
Claims Processing/Live Operator	\$55

- EXPENSES.** The Client agrees to reimburse A.B. Data for all out-of-pocket expenses reasonably incurred by A.B. Data in connection with the performance of the Services rendered hereunder. The out-of-pocket expenses may include, but are not limited to, postage, media production or publication, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, office supplies, meals, staff overtime expenses, and other similar costs and expenses. Unless otherwise agreed to in writing, the fees for print notice and certain expenses such as media publication and postage must be paid immediately upon invoicing and, in certain cases, at least ten (10) days in advance of those expenses being incurred.
- INVOICES.** Except as provided in Section 3, A.B. Data shall present invoices for its fees and expenses on a monthly basis, and the Client agrees to pay or make arrangements to pay each invoice within 30 days of receipt of each such invoice. A.B. Data reserves the right, upon notice to the Client, to withhold services and reports to be provided hereunder if any invoice remains unpaid more than 120 days after the due date, and such failure to provide services and reports in such instances shall not be a default hereunder. Payment not received within ninety (90) days of date billed may result in an additional service charge of 1.5% per month. A.B. Data reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, A.B. Data will give thirty (30) days notice to the Client.
- DURATION.** With the exception of the data storage responsibilities set forth in Section 13, these Terms and Conditions shall remain in full force and effect until 30 days after the conclusion of the Services outlined in the Proposal. These Terms and Conditions shall be extended for such additional period of time thereafter as the parties may mutually agree upon in writing.
- TERMINATION.** The Services may be terminated by either party upon thirty (30) days written notice to the other party or immediately upon written notice for Cause as defined herein. The term Cause as defined herein means (i) gross negligence or willful misconduct of A.B. Data that causes serious and material harm to the Client; (ii) failure of Client to pay A.B. Data invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where A.B. Data reasonably believes it will not be paid. Termination of Services shall in no event relieve the Client of its obligation to make payments due and payable to A.B. Data for services rendered prior to termination.
- INDEPENDENT CONTRACTOR.** It is understood and agreed that A.B. Data shall perform services hereunder as an independent contractor. Neither A.B. Data nor any of its employees shall be deemed an employee of the Client. Neither A.B. Data nor any of its employees shall be entitled to any benefits provided by the Client to its employees, and the Client will make no deductions from any of the payments due to A.B. Data hereunder for state or federal tax purposes. A.B. Data shall be responsible for any and all taxes and other payments due on payments received herein from the Client.
- WARRANTY.** A.B. Data warrants that the Services outlined in the Proposal will be performed in accordance with standards generally adhered to by others performing similar professional services. It is acknowledged that the Services entail the likelihood of some human and machine errors, omissions, delays, and losses that may give rise to damage; however, A.B. Data shall not be liable on account of such errors, omissions, delays, or losses unless caused by its gross negligence or willful misconduct. If A.B. Data breaches such warranty, the Client's sole remedy is limited to A.B. Data's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of A.B. Data's gross negligent or willful misconduct hereunder.
- LIMITATION OF LIABILITY.** Under no circumstances will A.B. Data be liable to the Client for any special, consequential, or incidental damages incurred by the Client relating to the performance of Services hereunder, regardless of whether the Client's claim is for breach of warranty or contract, tort (including negligence), strict liability, or otherwise. In no event shall A.B. Data's liability to the Client for any claims, losses, costs, fines, penalties, or damages, including court costs and reasonable attorney's fees (collectively "Losses"), whether direct or indirect, arising out of or in connection with or related to these Terms and

Conditions, exceed the total amount billed or billable to the Client for the portion of the particular service(s) that gave rise to the Losses.

- INDEMNIFICATION.** The Client shall indemnify and hold harmless A.B. Data from any and all losses, suits, actions, judgments, fines, costs, liabilities, or claims of any kind or nature that may be incurred by A.B. Data in connection with any action, claim, or proceeding or threatened action, claim, or proceeding, whether or not resulting in any liability (collectively "Indemnified Claims") to which A.B. Data may become subject or which may be incurred or assessed against A.B. Data relating to or arising out of the performance of Services hereunder provided, however, that the Client shall not be liable to A.B. Data in any such case to the extent that any such Indemnified Claim is caused by A.B. Data's breach of these Terms and Conditions or the willful misconduct or gross negligence of A.B. Data in the performance of Services hereunder. This provision shall survive termination of Services.
- CONFIDENTIALITY.** Both A.B. Data and the Client, on behalf of themselves and their respective employees, agents, professionals, and representatives, agree to keep confidential all non-public records, documents, systems, procedures, processes, software and other information received in connection with performance of the Services. All material marked or otherwise identified in writing as confidential or proprietary, as well as certain information identifiable from the circumstances surrounding the disclosure to be confidential or proprietary, shall be held in confidence and shall not be disclosed, provided, disseminated, or otherwise made available to any third party other than for the purpose of fulfilling a party's obligations herein. The Client and A.B. Data agree and acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or waive compliance with the relevant provisions of these Terms and Conditions. If the Client seeks a protective order or other remedy, A.B. Data, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these Terms and Conditions, A.B. Data will disclose only that portion of the material that it determines it is required to disclose. This provision shall survive termination of Services.
- OWNERSHIP.** The parties understand that all rights in the programs, system data, and/or materials utilized or furnished by A.B. Data to the Client in the ordinary course of the performance of Services hereunder are the sole property of A.B. Data. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by A.B. Data.
- RETURN OF CLIENT PROPERTY.** Upon conclusion of the administration and in the absence of court-ordered retention instructions, A.B. Data will provide the Client with notice that upon the Client's written request, A.B. Data will destroy and/or return all property and material constituting confidential information within 90 days or store it for a period of one year at a monthly charge of \$1.50 per storage box for paper documents and \$0.01 per image for three (3) years to compensate A.B. Data for its electronic and hard-copy storage costs. A.B. Data shall not be responsible for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data furnished by the Client or its representatives unless A.B. Data has expressly agreed in writing to assume such responsibility.
- ENTIRE AGREEMENT.** The terms of these Terms and Conditions, together with the Proposal attached hereto, constitute the entire agreement and understanding of the parties and supersede and replace any existing agreement (whether oral or written) entered into by A.B. Data and the Client relating generally to the subject matter hereof and may be modified only in a writing signed by A.B. Data and the Client. The paragraph headings contained herein are included only for convenience, do not in any manner modify or limit any provisions of these Terms and Conditions, and may not be used in the interpretation of these Terms and Conditions.
- NOTICE.** Any notice or other communication required or permitted herein shall be in writing and shall be delivered personally or sent by U.S. Mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally or if mailed, five (5) days after the date of deposit in the U.S. Mail or if sent by overnight courier, one business day after delivery to such courier. Notice shall be provided to a responsible officer or principal of the Client or A.B. Data, as the case may be.
- FORCE MAJEURE.** A.B. Data shall not be liable for any loss or damage of any nature whatsoever incurred as the result of any failure or delays in performance hereunder due to any cause or circumstances beyond its reasonable control including, without limitation, strikes, lockouts, or other labor disputes; fires; floods; acts of God or a public enemy; riots; civil disorders; insurrections; war or war conditions; or interference by civil or military authorities. The time for performance hereunder shall be extended for a period equal to the duration of such disabling cause and a reasonable time thereafter.
- GOVERNING LAW.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of New York (without giving effect to any choice of law or conflict of laws provisions).
- SEVERABILITY.** All clauses and covenants contained in these Terms and Conditions are severable and in the event any clause or covenant herein shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- NONWAIVER.** No provision of these Terms and Conditions shall be deemed waived by reason of one party failing to enforce the provision on one or more occasions.

Rev. 9/7/22