

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

**MARTIN ZAKARIAN, and)
MARY JONES, on behalf of themselves and)
those similarly situated,)**

Plaintiffs,)

v.)

**THE RAWLINGS COMPANY LLC,)
RAWLINGS FINANCIAL SERVICES, LLC,)
and RAWLINGS & ASSOCIATES, PLLC,)**

Defendants.)

Case No.: 4:24-cv-00229

PLAINTIFFS' MOTION TO APPOINT NOTICE ADMINISTRATOR

Exhibit



WILLIAM W. WICKERSHAM, ESQ.
Senior Vice President, Business Development and Client Relations
22 Vanderbilt
335 Madison Avenue, 23rd Floor
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Via Electronic Mail

Joseph A. Kronawitter, Esq.
Horn, Aylward, & Bandy, L.L.C.
2600 Grand Blvd. Suite 1100
Kansas City MO 64108
United States of America

Re: *Zakarian et al v. The Rawlings Company et al.*
Case No. [4:24-cv-00229-SRB](#) (WD M.O.)

Dear Joseph:

We are pleased that you have selected RG/2 Claims Administration LLC (“RG/2”) to work with you in connection with the notice administration of the above-referenced matter. We would like to advise you of our billing practices and to obtain your written approval thereof in compliance with the applicable rules of professional ethics.

RG/2 Claims Administration LLC (“RG/2 Claims”) proposes to provide notice administration services in the above-referenced matter consistent with the Court’s August 15, 2025 Order (“Order”) concerning Plaintiffs’ Motion for Class Certification. RG/2 Claims agrees to provide notice administration services at an agreed upon fee of approximately \$5,000 based upon the representations detailed in pleadings provided to the Court, including, but not limited to, the total class member count, notice templates, and other details. In addition to the services and responsibilities set forth below, you and your colleagues at Horn, Aylward, & Bandy, L.L.C. will advise us, with sufficient notice, of any additional work to be performed by us.

To the extent additional services are requested or required pursuant to direction of the Court or counsel in this matter in the course of the administration by the parties that are beyond the scope of those services detailed in our proposal, we will inform you whether or not those additional services would require an upward adjustment to our estimated fees and expenses. Should you agree in writing that such services necessitate a deviation and agree with the increased cost for

such services, you will agree to make the appropriate requests to the court or opposing counsel approve the increased costs for the additional administrative expenses.

We have been informed that there are approximately 2,100 unique class members who will be receiving notice. If there are additional class members located, the parties agree that additional costs may be incurred. We will prepare and send an initial invoice for the various upfront hard costs, such as postage, printing, and other related administration services, which are due to our print vendor upon our engagement of them and ask that this invoice is paid within thirty (30) days of receipt.

Following our final statement for services in this matter, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct and standard industry practice. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by RG/2. All documents retained by RG/2 will be transferred to the person responsible for administering our Records Retention and Destruction Policy. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

If any of the above does not reflect your understanding of the extent of and the fee arrangement for our services, please advise. If the above does accurately reflect our agreement, kindly sign the enclosed copy of this letter and return it to me at your earliest convenience. We will commence our services for you upon receipt of a signed copy of this letter, if these arrangements are agreeable to you.

We appreciate the opportunity to work with you. Should you have any questions, please feel free to contact me at the above referenced number.

With kindest regards,

A handwritten signature in blue ink, appearing to read "W. W. Wickersham", is written over a horizontal line.

William W. Wickersham

AGREED TO AND APPROVED:



By: _____

Joe Kronawitter, Esq.