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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

TESSA KOENIG, NILA
CABISTAN, JENNIE HOLGUIN,
SHARON MURPHY, SAMANTHA
REX, ANA SANDEZ, ZENA
PAVIA, AMIRAH HUSBANDS,
and PEARL AMAECHI individually
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

LIME CRIME, INC., a New York
corporation,

Defendant.

Case No. 2:16-CV-00503 PSG (JEMx)

Class Action

DECLARATION OF JOSHUA QUINN

1 I, Joshua Quinn, hereby declare:

2 1. I am a Managing Director of mindSHIFT Technologies, Inc. (“mindSHIFT”) in
3 Washington D.C. I have more than fifteen years’ experience in information technology and data
4 security. I have a Bachelor of Science degree from Wilmington University in Information Resource
5 Management and a Master of Business Administration degree from Wilmington University in
6 Management Information Systems.

7
8 2. mindSHIFT provides information technology, cloud, and data center services as
9 well as related consulting, including information security risk assessments.

10 3. mindSHIFT provides its services to customers in a wide range of industries.

11 4. The data services we provide include disaster recovery services, and information
12 security risk assessments and remediation services.

13
14 5. I have recently spoken as an expert to IT professionals and business decision makers
15 on the following topics:

- 16 • Desktop Security and “Hack-Proof” Desktops
- 17 • Deploying and Managing Enterprise Applications
- 18 • Improving Security and Features for Windows 10
- 19 • Anatomy of a Cyber Attack

20
21 6. Between February 2016-17, I led mindSHIFT’s engagement to provide services
22 covering a wide range of data security issues on multiple occasions.

23 7. In providing this declaration, I reviewed Sections 41 (d)(i), (iii) and (iv) of the
24 Stipulation (the “IT Assessment and Remediation Requirements”) and produced a proposal for
25 mindSHIFT to provide the services called for. In light of the below, I declare as follows:

26
27 **Scope of Professional Engagement**

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1 8. Based upon my experience and expertise, Plaintiffs' Counsel sought mindSHIFT's
2 advice about the value to the class of meeting the IT Assessment and Remediation Requirements
3 included in the proposed Settlement Agreement ("Settlement") between the Class and Lime Crime,
4 Inc. ("Lime Crime"). Plaintiff's counsel informs me that the equitable relief components of the
5 settlement includes six (6) requirements related to: (1) bringing Lime Crime into compliance with
6 Payment Card Data Security Standards (PCI DSS) for an organization of its size; (2) appointment
7 of a high level executive with overall responsibility for Lime Crime's security program entrusted
8 with the protection of consumers' personal identifying information ("PII"); (3) performance of a
9 thorough internal and external risk assessment to sound out current and potential areas of risk in
10 the protection of consumers payment information and/or PII both past and future; (4) changes to
11 Lime Crime's security systems based upon the outcome of the internal and external risk assessment;
12 (5) provision of, and updates to, Lime Crimes privacy policy in accordance with federal and
13 California law; and (6) the development and use of a third party vendor program that will maintain
14 security practices on behalf of Lime Crime to protect consumers' payment information and PII.
15

16
17 9. mindSHIFT was engaged to advise Plaintiffs' Counsel with respect to the IT
18 Assessment and Remediation Requirements in return for a fee of \$4,000. Neither mindSHIFT
19 nor I are litigation consultants.
20

21 **Analysis and Conclusion**

22
23 10. In my opinion, the IT Assessment and Remediation Requirements, if met, are would
24 be of substantial value to individuals whose payment information and/or PII is maintained or in the
25 future will be maintained by Lime Crime, in the following ways:

- 26 • Improves Lime Crime's ability to detect and respond to security threats;
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- Raises the level of awareness and understanding about data security and privacy issues among Lime Crime’s executives and employees (who will participate, as needed in meeting and operating in compliance with IT Assessment and Remediation Requirements; and
- Assuming the effective detection and remediation of vulnerabilities, reduces the risk of future data breaches for customers, consumers, employees, and other stakeholders.

11. Implementation of the IT Assessment and Remediation Requirements will improve Lime Crime’s protection of customer data, which Plaintiff’s counsel informs me includes all persons whose credit or debit card information and/or PII was compromised in the Lime Crime Data Breach.

12. The cost of meeting IT Assessment and Remediation Requirements would be between \$141,000 and \$237,400, depending on when the work begins, what vulnerabilities are found and the scope of work required to remediate them. I have advised clients, including law firms, on projects of similar scope. My estimate of a range of \$141,000 to \$237,400 is based in that experience and reflects what firms with the necessary skills, such as mindSHIFT, charge for those services.

13. I, Joshua Quinn, declare:

- I am more than 18 years of age and competent to make this declaration.
- If called as a witness to testify in this case I would offer the opinions and conclusions set forth in this declaration.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, Executed this 12th day of March, 2017 at Washington, D.C.



Joshua Quinn