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Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DANIEL DOMINGUEZ, on behalf of all
Aggrieved Employees and the State of
California;

Plaintiff,

vs.

KENCO LOGISTIC SERVICES, LLC, a
Delaware Limited Liability Company; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2105393
*[Assigned to Hon. Harold Hopp, Dept.
1, for all purposes]*

**DECLARATION OF TAYLOR
MITZNER WITH RESPECT TO
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: October 11, 2023
Time: 8:30 a.m.
Department: 1

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Daniel Dominguez v. Kenco Logistic Services, LLC* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On June 28, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Settlement Class Member (“Class Data”) during the Class Period. The final mailing list contained six hundred thirty-three (633) individuals identified as Settlement Class Members.

1 4. On June 29, 2023, Phoenix conducted a National Change of Address (“NCOA”)
2 search to update the class list of addresses as accurately as possible. A search of this database
3 provides updated addresses for any individual who has moved in the previous four (4) years and
4 notified the U.S. Postal Service of their change of address.

5 5. On July 11, 2023, Phoenix mailed the Notice via U.S. first class mail, in English, to
6 all six hundred thirty-three (633) Class Members on the Class Data. A true and correct copy of the
7 mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, seventeen (17) Notices have been returned to
9 Phoenix. None were returned with a forwarding address. For the seventeen (17) Notices returned
10 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
11 address using TransUnion TLOxp, one of the most comprehensive address databases available for
12 skip tracing. Of the seventeen (17) Notices that were skip traced, eleven (11) updated addresses
13 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, six (6) Notices remain undeliverable since an
15 updated address could not be obtained via skip trace.

16 8. As of the date of this declaration, Phoenix initially received two (2) Requests for
17 Exclusion from Settlement Class Members, true and correct copies of which are attached hereto as
18 **Exhibit B**. The deadline to request exclusion from the Settlement was August 25, 2023. Prior to
19 the deadline, one (1) of the Settlement Class Members who requested exclusion submitted a cure
20 letter rescinding his request and stating he wanted to remain included in the settlement. Attached
21 hereto as **Exhibit C** is a true and correct copy of the cure letter. Therefore, Phoenix is reporting one
22 (1) valid Request for Exclusion.

23 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
24 from Class Members. The deadline for objecting to the Class Settlement was August 25, 2023.

25 10. As of the date of this declaration, Phoenix has received two (2) Workweek disputes
26 from Class Members, true and correct copies of which are attached hereto as **Exhibit D**. The
27 deadline for submitting a dispute was August 25, 2023. The parties were informed of the disputes,
28 and the disputing class members’ information was forwarded to Defense Counsel for review.

1 Defense Counsel confirmed that the Class Members' original Workweeks were correct per
2 Defendant's records, and therefore the disputes were denied.

3 11. There are six hundred thirty-two (632) Class Members who did not submit timely
4 and valid Requests for Exclusion and are therefore deemed Participating Class Members,
5 representing approximately 99.84% of all Settlement Class Members. Participating Class Members
6 have worked a collective total of fifty-three thousand four hundred forty-seven (53,447) workweeks
7 during the Class Period.

8 12. The Escalator Clause of the Settlement Agreement indicates if the total Workweeks
9 exceeds forty-eight thousand four hundred (48,400), the Gross Settlement Amount shall be
10 increased by \$33.06 for each additional Workweek. The total number of Workweeks was fifty-three
11 thousand five hundred fourteen (53,514). Since this total exceeds the cap by five thousand one
12 hundred fourteen (5,114) Workweeks, the Escalator Clause was triggered. The increased Gross
13 Settlement Amount of \$1,624,068.84 (\$1,455,000.00 + \$169,068.84) was calculated by multiplying
14 the Workweeks above forty-eight thousand four hundred (48,400) by \$33.06.

15 13. The Net Settlement Amount ("NSA") of \$904,087.63 available to pay Participating
16 Class Members was determined by subtracting the requested Class Counsel attorneys' fees
17 (\$485,000.00 + \$56,356.28 for additional fees from the Escalator increase), and costs (\$13,624.93),
18 requested Service Payment to Plaintiff Dominguez (\$5,000.00), the total PAGA Amount
19 (\$150,000.00), and the requested Settlement Administration Costs (\$10,000.00) from the Gross
20 Settlement Amount (\$1,624,068.84).

21 14. Based upon the calculations stipulated in the Settlement, the highest Individual
22 Settlement Payment to be paid is approximately \$4,799.72, the lowest Individual Settlement
23 Payment to be paid is approximately \$16.90, while the average Individual Settlement Payment to
24 be paid is approximately \$1,430.52. Settlement Class Members will be issued payment of their
25 Individual Settlement Payments subject to reduction for the employee's share of taxes and
26 withholdings with respect to the wages portion of the Individual Settlement Payment. The
27 Participating Class Members collectively worked a total of fifty-three thousand four hundred ninety-
28

1 five (53,495) Workweeks during the Class Period. Therefore, each Workweek is valued at
2 approximately \$16.90 (NSA / 53,495 Workweeks).

3 15. Additionally, \$150,000.00 of the Gross Settlement Amount has been allocated
4 toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or
5 \$112,500.00 (“PAGA Penalties”), shall be paid to the Labor and Workforce Development Agency
6 (“LWDA”), and 25%, or \$37,500.00, of which shall be paid to all Aggrieved Employees. There are
7 four hundred ninety-four (494) Aggrieved Employees who worked a total of thirty thousand five
8 hundred forty-one (30,541) workweeks during the PAGA Period. The highest Individual PAGA
9 Payment to be paid is approximately \$155.94, and the average Individual PAGA Payment to be paid
10 is approximately \$75.91.

11 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
12 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
13 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$20,002.94.

14 17. To complete the Settlement Administration for the *Daniel Dominguez v. Kenco*
15 *Logistic Services, LLC*, the Settlement Administration will include a combination of hard costs and
16 hourly costs detailed below:

- 17 • Hard Costs: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
18 NCOA, Skip Tracing, and Re-Mailing of Notices.
- 19 • Hourly Costs: The hourly rates include Programming Database & Setup, Project
20 Management, Notice Formatting, Programming Claims Database, Programming
21 Calculations, Disbursement Review, Printing of Notice & Individual Settlement
22 Payments, Reconciliation of Uncashed Checks, Conclusion Reports, Tax Filings,
23 and Case Management/Maintenance throughout pre- and post-settlement
24 distribution.

25 18. To date, Phoenix has spent time (i) preparing, printing, and mailing the Notice; (ii)
26 responding to inquiries and communicating with Class Members; (iii) conducting a National
27 Change of Address search to update the Class Members’ addresses as accurately as possible; (iv)
28 processing and validating the Request for Exclusion; and (v) providing reports to the Parties’

1 counsel. The time Phoenix has dedicated to this Action, as of this date, is seventeen (17) hours.
2 Phoenix's hard costs to date are \$3,761.22.

3 19. After final approval, Phoenix will be (i) calculating the Net Settlement Amount and
4 the Individual Settlement Payments and Individual PAGA payments; (ii) issuing the Individual
5 Settlement Payments and, to the extent applicable, Individual PAGA Payment checks and
6 distributing them to Participating Class Members and Aggrieved Employees; (iii) issuing the
7 payment to Class Counsel for Court-approved attorneys' fees and costs, the Service Payment check
8 to Plaintiff, remitting payment to the LWDA and the employer/employee payroll taxes to the proper
9 taxing authorities; (iv) printing and providing Participating Class Members, PAGA Employees,
10 Plaintiff, and Class Counsel with, as applicable and set forth in the Settlement, W-2s and 1099
11 forms; and (v) mailing a reminder postcard to the Participating Class Members who do not cash
12 their Individual Settlement Payments.

13 20. The *estimated* time Phoenix will dedicate to this Action, after final approval through
14 closure of the QSF, is thirty-eight (38) hours. Phoenix's *estimated* expenses it anticipates incurring
15 are \$6,502.32.

16 21. Phoenix has agreed to perform all the listed Settlement Administration duties for
17 *Daniel Dominguez v. Kenco Logistic Services, LLC* for an agreed upon Fixed Fee of \$10,000.00. A
18 detailed list of Phoenix's pre-distribution hourly and hard cost totals, in addition to the estimated
19 hours and hard costs needed to complete the post-distribution Settlement Administration, is attached
20 hereto as **Exhibit E**.

21
22 I declare under penalty of perjury of the laws of the State of California that the foregoing is
23 true and correct.

24 Executed this 14th day of September 2023, at Orange, California.

25
26 _____
27 TAYLOR MITZNER
28

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Dominguez v. Kenco Logistic Services

(Riverside Superior Court, Case No. CVRI2105393)

The Riverside Superior Court authorized this Notice. Read it carefully!***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Kenco Logistic Services (“Defendant” or “Kenco”) for alleged wage and hour violations. The Action was filed by Daniel Dominguez, a former Kenco employee (“Plaintiff” or “Class Representative”) and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of non-exempt (hourly paid) employees employed by Defendant in California (“Class Members”) during the Class Period (November 19, 2017, through April 24, 2023); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt (hourly paid) employees employed by Defendant in California during the PAGA Period (November 19, 2020 to April 24, 2023) (“Aggrieved Employees”). (Plaintiff and Defendant shall be collectively referred to as the “Parties.”)

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class Members. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal periods and rest breaks in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class or PAGA action.

The Action has been actively litigated. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

«First_Name» «Last_Name» «PSA_ID»

Two Parts	Weeks Worked During Class Period (Class Member); Weeks Worked During PAGA Period (Aggrieved Employee)	Your Estimated Share
Class Member	«Total_Weeks» (During Class Period)	«Class_Payment» (Individual Class Payment)
Aggrieved Employee	«PAGA_Weeks» (During PAGA Period)	«PAGA_Payment» (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholding) and your Individual PAGA Payment are shown in the chart above, along with the Workweeks you are credited with working during the Class Period and PAGA Period, respectively, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) Also, while the range of recovery will differ for Class Members, it is estimated that the average payment will be \$1,475.40, the high payment will be \$4,882.39, and the low payment will be \$2.39.

If you believe that you worked more weeks during either period than Defendant’s records show in the chart above, you can submit a challenge by August 25, 2023 (“**Response Deadline**”). See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion Form by August 25, 2023 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection Form stating why you object to the settlement by August 25, 2023 (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit the enclosed Dispute Form with any supporting evidence to the Settlement Administrator (see Section 4 for more details on how to submit a Dispute Form). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: OCTOBER 11, 2023 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Kenco employee. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, meal and rest period premiums, and wages due upon termination, failing to provide meal periods and rest breaks, failure to pay vested vacation upon separation of employment, failure to reimburse business expenses, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code section 2698) (“PAGA”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$1,629,646.39 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third of the Gross Settlement Amount (\$543,215.46) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 to the Class Representative as a Service Payment for filing the Action, working with Class Counsel and representing the Class. The Class Representative's Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Settlement Administrator for services administering the Settlement.
 - D. Up to \$150,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Weeks Worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages ("Wage Portion") and 85% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. The easiest way to opt-out by completing, signing, and mailing the enclosed Request for Exclusion Form to the Settlement Administrator, postmarked on or before August 25, 2023. Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective representatives, agents, heirs, and assigns, release the Released Parties from all claims stated in the operative Complaint and those based solely upon the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to pay vested vacation upon separation of employment, (f) failure to reimburse business expenses, (g) failure to failure to timely pay wages each pay period and upon separation of employment, (h) failure to provide accurate itemized wage statements, (i) unfair and unlawful competition, and (j) all other claims for statutory penalties based on the facts or claims alleged in the operative complaint (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), Plaintiff on behalf of himself, the State of California and the LWDA shall release the Released Parties from all PAGA claims that Plaintiff alleged against the Released Parties, on behalf of himself and the State of California, based on the facts stated in the operative Complaint in the Action and in the LWDA notice letter, including all PAGA claims seeking civil penalties that premised upon (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to pay vested vacation upon separation of employment, (f) failure to reimburse business expenses, (g) failure to failure to timely pay wages each pay period and upon separation of employment, and (h) failure to provide accurate itemized wage statements, and (g) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code section 2698 based on the facts or claims alleged in the operative complaint (“Released PAGA Claims.”) The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Weeks Worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$37,500 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.
3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until August 25, 2023 (“Response Deadline”) to dispute the number of Workweeks credited to you by mailing the enclosed Dispute Form to the Settlement Administrator on or before August 25, 2023. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn't opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Dominquez v. Kenco Logistic Services, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by August 25, 2023 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is August 25, 2023 (the "Response Deadline").** If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, on the enclosed Objection Form and include any and all evidence and supporting papers. The Objection Form and any accompanying evidence and papers must be sent to the Settlement Administrator at the address listed in Section 9 and on the Objection Form, **postmarked** on or before August 25, 2023. If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On October 11, 2023, the Court will hold a public hearing in Department 1 of the Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the enclosed Request for Exclusion Form and Objection Form, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator for more information or to request that a copy of this Notice and request for Exclusion Form and Objection Form be sent to you in the mail. If you wish to communicate directly with Class or Defense Counsel, you may contact them – contact information noted below in Section 9. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on March 30, 2023 and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://epublic-access.riverside.courts.ca.gov/public-portal/>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CVRI2105858) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for Counsel and the Settlement Administrator are below:

<u>Class Counsel:</u>	<u>Attorneys for Defendant</u>
Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Kristina Bui Carlson, Esq. <i>kristina@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444	Mark S. Posard <i>mposard@grsm.com</i> Jennifer M. Holly <i>jholly@grsm.com</i> GORDON REES SCULLY MANSUKHANI 3 Parkcenter Drive, Suite 200 Sacramento, CA 95825 Telephone: (916) 830-6515 Facsimile: (413) 986-8054

<u>Settlement Administrator:</u>
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

DISPUTE FORM

Dominguez v. Kenco Logistic Services
(Riverside Superior Court, Case No. CVRI2105393)

Please verify and/or complete any missing identifying information:

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»

According to Kenco Logistics' records, the chart below sets forth the number of weeks that you worked at Kenco Logistics as a non-exempt (hourly paid) employee in California:

	Weeks Worked	Date Range
Class Member	«Total_Weeks»	11/19/17 through 4/24/23 (Class Period)
Aggrieved Employee	«PAGA_Weeks»	11/19/20 through 4/24/23 (PAGA Period)

DO YOU DISAGREE WITH WEEKS WORKED SHOWN ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination if you are entitled to additional Weeks Worked:

Signed on _____, 2023

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 25, 2023:

<u>Settlement Administrator:</u>
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773

OBJECTION FORM

Dominguez v. Kenco Logistic Services
(Riverside Superior Court, Case No. CVRI2105393)

Please verify and/or complete any missing identifying information:

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»

DO YOU OBJECT TO THE SETTLEMENT? (check the box that applies)

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM

☐

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the Settlement in the case of *Dominquez v. Kenco Logistic Services* on the following grounds (if additional space is necessary, please include additional sheets of paper):

Signed on _____, 2023

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 25, 2023:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

REQUEST FOR EXCLUSION FORM

Dominguez v. Kenco Logistic Services

(Riverside Superior Court, Case No. CVRI2105393)

«First_Name» «Last_Name»

«Address_1»

«City», «State» «Zip»

DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

☐

YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.

☐

NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Dominguez v. Kenco Logistic Services* (Riverside Superior Court Case No. CVRI2105393). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on _____, 2023

«First_Name» «Last_Name»

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 25, 2023:

<u>Settlement Administrator:</u>
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773

Exhibit B

REQUEST FOR EXCLUSION FORM

Dominguez v. Kenco Logistic Services
(Riverside Superior Court, Case No. CVRI2105393)

Jordyn A. Homutoff



DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

- ☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.**
- ☒ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Dominguez v. Kenco Logistic Services* (Riverside Superior Court Case No. CVRI2105393). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on 7/30/2023 2023

Jordyn A. Homutoff

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 25, 2023:

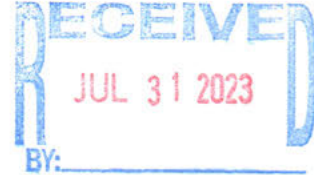
Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

REQUEST FOR EXCLUSION FORM

Dominguez v. Kenco Logistic Services
(Riverside Superior Court, Case No. CVRI2105393)

Agustin J. Gomez III



DO YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)



YES: STOP HERE -- DO NOT RETURN THIS FORM. NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.



NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

By signing below, I am excluding myself from the Settlement:

I do NOT want to participate in the settlement in *Dominguez v. Kenco Logistic Services* (Riverside Superior Court Case No. CVRI2105393). I understand by excluding myself from the settlement that I will not receive any money from the settlement other than an Individual PAGA Payment if I qualify as an Aggrieved Employee (see first page of the Court Approved Notice of Class Action Settlement).

Signed on 7-25, 2023


Agustin J. Gomez III

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 25, 2023:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

Exhibit C

KCLG SVC 317

8/3/23

Agustin Jaime Gomez III

[REDACTED]

[REDACTED]

LAST four Social #

[REDACTED]

RECEIVED
AUG 08 2023
BY: _____

I Agustin J. Gomez III DO NOT wish
to be excluded. I wish to be
to be included in the settlement of
Dominguez v. Kenco Logistic Services

Agustin J. Gomez III 8/3/23

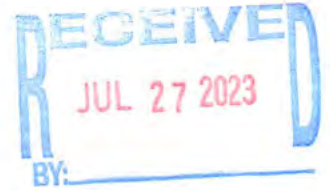
Exhibit D

DISPUTE FORM

Dominguez v. Kenco Logistic Services
(Riverside Superior Court, Case No. CVRI2105393)

Please verify and/or complete any missing identifying information:

Michael Fields
[REDACTED]



According to Kenco Logistics' records, the chart below sets forth the number of weeks that you worked at Kenco Logistics as a non-exempt (hourly paid) employee in California:

	Weeks Worked	Date Range
Class Member	15.14	11/19/17 through 4/24/23 (Class Period)
Aggrieved Employee	15.14	11/19/20 through 4/24/23 (PAGA Period)

DO YOU DISAGREE WITH WEEKS WORKED SHOWN ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM.**

☒ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination if you are entitled to additional Weeks Worked:

I was contracted w/
Covid & was denied
80 hours of Covid Pay by H.R.
Many employees were paid Covid
pay. I was unable to return for
lost of job & future
wages

Signed on 7/21/23, 2023
Michael Fields

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 25, 2023:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

I would like to open
my own case against
HERO Group

DISPUTE FORM

Dominguez v. Kenco Logistic Services
(Riverside Superior Court, Case No. CVRI2105393)

Please verify and/or complete any missing identifying information:

Matthew R. Nelson



According to Kenco Logistics' records, the chart below sets forth the number of weeks that you worked at Kenco Logistics as a non-exempt (hourly paid) employee in California:

	Weeks Worked	Date Range
Class Member	34.71	11/19/17 through 4/24/23 (Class Period)
Aggrieved Employee	0.00	11/19/20 through 4/24/23 (PAGA Period)

DO YOU DISAGREE WITH WEEKS WORKED SHOWN ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

☐

NO: STOP HERE -- DO NOT RETURN THIS FORM.

☒

YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination if you are entitled to additional Weeks Worked:

Claim states inaccurate term duration (34.71 wks).
I am attaching objective evidence supporting my actual
employment term of 208 weeks

Signed on 08, 01, 2023


Matthew R. Nelson

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO
LATER THAN AUGUST 25, 2023:

Settlement Administrator:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773

W-2

Employee Reference Copy

Wage and Tax Statement

2014

Copy C for Employee Records

1 Wages, tips, other comp. 27114.67		2 Federal income tax withheld 3449.30	
3 Social security wages 28223.12		4 Social Security tax withheld 1749.83	
5 Medicare wages and tips 28223.12		6 Medicare tax withheld 409.24	
d Control number		Employer use only	
c Employer's name, address, and ZIP code KENCO LOGISTICS SERVICES, LLC 2001 RIVERSIDE DRIVE CHATTANOOGA TN 37406			
b Employer's FED ID number 26-1454657		a Employee's SSA number -6849	
7 Social security tips		8 Allocated tips	
9 Advance EIC payment		10 Dependent care benefits	
11 Nonqualified plans		12a See instructions for box 12 D 1108.45	
14 Other CASDI 282.22		12b W 475.86 12c DD 3928.65 12d	
13a Stat emp	13b Ret. plan X	13c 3rd party sick pay	12d
e/f Employee's name, address, and ZIP code MATTHEW R NELSON 35009 AVENUE G YUCAIPA CA 92399			
15 State CA	Employer's state ID no. 28289114	16 State wages, tips, etc. 27590.53	
17 State income tax 674.16		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	

Form W-2 Wage & Tax Statement 2014 Dept. of the Treasury-IRS OMB No. 1545-0048

W-2

State, City, Local Filing Copy

Wage and Tax Statement

2015

Copy 2 to be filed with employee's State/City/Local Income Tax Return

1 Wages, tips, other comp. 32980.63		2 Federal income tax withheld 4145.88	
3 Social security wages 34502.47		4 Social Security tax withheld 2139.15	
5 Medicare wages and tips 34502.47		6 Medicare tax withheld 500.29	
d Control number		Employer use only	
c Employer's name, address, and ZIP code KENCO LOGISTICS SERVICES, LLC 2001 RIVERSIDE DRIVE CHATTANOOGA TN 37406			
b Employer's FED ID number 26-1454657		a Employee's SSA number -6849	
7 Social security tips		8 Allocated tips	
9 Advance EIC payment		10 Dependent care benefits	
11 Nonqualified plans		12a See instructions for box 12	
14 Other		12b 12c 12d	
13a Stat emp	13b Ret. plan X	13c 3rd party sick pay	12d
e/f Employee's name, address, and ZIP code MATTHEW R NELSON 35009 AVENUE G YUCAIPA CA 92399			
15 State CA	Employer's state ID no. 28289114	16 State wages, tips, etc. 27590.53	
17 State income tax 674.16		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	

Form W-2 Wage & Tax Statement 2015 Dept. of the Treasury-IRS OMB No. 1545-0048

W-2

Employee Reference Copy

Wage and Tax Statement

2016

Copy C for Employee Records

1 Wages, tips, other comp. 45204.03		2 Federal income tax withheld 6766.31	
3 Social security wages 47171.51		4 Social Security tax withheld 2924.63	
5 Medicare wages and tips 47171.51		6 Medicare tax withheld 683.99	
d Control number		Employer use only	
c Employer's name, address, and ZIP code KENCO LOGISTICS SERVICES, LLC 2001 RIVERSIDE DRIVE CHATTANOOGA TN 37406			
b Employer's FED ID number 26-1454657		a Employee's SSA number -6849	
7 Social security tips		8 Allocated tips	
Verification code 1A5D-917C-8B08-D89A		10 Dependent care benefits	
11 Nonqualified plans		12a See instructions for box 12 D 1967.48	
14 Other CASDI 425.96		12b W 905.84 12c DD 7207.72 12d	
13a Stat emp	13b Ret. plan X	13c 3rd party sick pay	12d
e/f Employee's name, address, and ZIP code MATTHEW R NELSON 35009 AVENUE G YUCAIPA CA 92399			
15 State CA	Employer's state ID no. 28289114	16 State wages, tips, etc. 46109.87	
17 State income tax 1723.47		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	

W-2

Federal Filing Copy

Wage and Tax Statement

2017

Copy B to be filed with employee's Federal Income Tax Return

1 Wages, tips, other comp. 54611.68		2 Federal income tax withheld 9098.20	
3 Social security wages 56078.82		4 Social Security tax withheld 3476.89	
5 Medicare wages and tips 56078.82		6 Medicare tax withheld 813.14	
d Control number		Employer use only	
c Employer's name, address, and ZIP code KENCO LOGISTICS SERVICES, LLC 2001 RIVERSIDE DRIVE CHATTANOOGA TN 37406			
b Employer's FED ID number 26-1454657		a Employee's SSA number -6849	
7 Social security tips		8 Allocated tips	
9 Verification code 731C-E9BA-6EE2-6BE1		10 Dependent care benefits	
11 Nonqualified plans		12a See instructions for box 12 D 1467.14	
14 Other CASDI 507.00		12b W 1340.42 12c DD 7753.58 12d	
13a Stat emp	13b Ret. plan X	13c 3rd party sick pay	12d
e Employee's name, address, and ZIP code MATTHEW R NELSON 35009 AVENUE G YUCAIPA CA 92399			
15 State CA	Employer's state ID no. 28289114	16 State wages, tips, etc. 55952.10	
17 State income tax 2354.26		18 Local wages, tips, etc.	
19 Local income tax		20 Locality name	

Form W-2 Wage & Tax Statement Dept. of the Treasury-IRS OMB No. 1545-0048

Name Matthew Nelson SSN xxx-xx-6849

☒ Voluntary quit effective 7/20/18
Date

☐ Change from Independent Contractor to Employee effective _____
Date

Supervisor's Signature: [Signature] Date: 7/20/18

Signed

Signed _____

Exhibit E



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	632
Subtotal Admin Only	\$10,263.54
Fixed Fee	\$10,000.00
For 632 Class Members	

September 14, 2023

Case Invoice: Daniel Dominguez v. Kenco Logistic Services, LLC

Itemized Preliminary Approval Setup and Notice Mailing: Hourly and Hard Cost Totals

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Class Data Base Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$150.00	1	\$150.00
Class Notice Packet Formatting	\$125.00	2	\$250.00
Printing Setup and Printing	\$125.00	3	\$375.00
Case Manager Associate Maintenance	\$125.00	3	\$375.00
Case Associate Maintenance	\$65.00	5	\$325.00
Programming Undeliverables	\$50.00	1	\$50.00
Hourly Totals:		17	\$1,775.00
Data Merge & Duplication Scrub	\$0.20	633	\$126.60
Call Center & Long Distance	\$2.00	65	\$130.00
NCOA (USPS)	\$175.00	1	\$175.00
Notice Packet & Opt-Out Form (Paper and	\$1.30	633	\$822.90
Postage (up to 2 oz.)*	\$0.84	633	\$531.72
Static Website	\$200.00	1	\$200.00
Hard Cost Totals:			\$1,986.22

Estimated Itemized Final Approval Setup and Distribution: Hourly and Hard Cost Totals:

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Distribution Database	\$150.00	2	\$300.00
Estimated Case Associate Hours	\$55.00	1	\$55.00
Estimated Case Manager Hours	\$85.00	3	\$255.00
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	9	\$1,215.00
Reminder Check Cashing Postcard Print and	\$135.00	2	\$270.00
Reconcile Uncashed Checks	\$85.00	6	\$510.00
Conclusion Reports	\$115.00	3	\$345.00
Case Manager Conclusion	\$85.00	4	\$340.00
Final Reporting & Declarations	\$115.00	3	\$345.00
Hourly Totals:		38	\$4,310.00
Class Checks	\$0.90	632	\$568.80
Estimated Postage	\$0.61	632	\$385.52
Remail Undeliverable Checks (Postage Included)	\$1.70	140	\$238.00
IRS & QSF Annual Tax Reporting *	\$1,000.00	1	\$1,000.00
(State Tax Reporting Included)			
Estimated Hard Cost Totals:			\$2,192.32

Invoice Total: \$10,263.54