

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

ELLEN ALLICKS, et al., on behalf of)	
themselves and others similarly situated,)	
)	
Plaintiffs,)	
)	
vs.)	Case No.: 4:19-cv-1038-DGK
)	
OMNI SPECIALTY PACKAGING, LLC,)	
O'REILLY AUTOMOTIVE STORES, INC.,)	
d/b/a O'REILLY AUTO PARTS, and)	
OZARK AUTOMOTIVE)	
DISTRIBUTORS, INC.,)	
)	
Defendants.)	

**SUPPLEMENTAL DECLARATION OF TINA CHIANGO PROVIDING
THE SETTLEMENT ADMINISTRATOR'S FINAL STATUS REPORT
REGARDING SETTLEMENT ADMINISTRATION**

I, Tina Chiango, hereby declare as follows:

1. I am the Director of Claims Administration, Securities, and Antitrust for RG/2 Claims Administration LLC ("RG/2"), the Settlement Administrator retained in this matter and approved by the Court.¹ RG/2 is located at 30 S. 17th Street, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify competently thereto.

2. RG/2 was retained by the parties and approved by the Court to serve as Settlement Administrator, which includes, among other tasks: disseminating notice to the Settlement Class; contracting and overseeing publication notice; receiving and tracking requests for exclusion and objections; responding to Class Member inquiries; processing Claim and Request for Correction Forms and evaluating Claims; calculating, preparing, and mailing settlement distribution checks

¹ Unless otherwise specified, capitalized terms in this Declaration have the meanings given to them in the Amended Settlement Agreement and Release for this matter.

to all Qualified Settlement Class Members; and any additional tasks the parties mutually agreed upon or the Court ordered RG/2 to perform.

3. I understand that the Court entered its Final Approval Order and Judgment in this matter on May 28, 2021 (the “Final Approval Order”), fully and finally approving the terms and provisions of the Amended Settlement Agreement and Release (the “Settlement Agreement”) as fair, reasonable, and adequate. See Final Approval Order and Judgment (Doc. #: 46).

4. I provide this declaration pursuant to paragraph 97 of the Settlement Agreement as the Final Report of the Settlement Administrator, accounting for RG/2’s administration of the Class Settlement Fund.

5. After entry of the Final Approval Order, on or about July 16, 2021, Defendants caused \$8,601,361.10 to be wired to RG/2, which amount included: (i) \$8,501,361.10 for establishment of the Class Settlement Fund pursuant to paragraph 36 of the Settlement Agreement; and (ii) \$100,000 to be held by RG/2 for the benefit of Class Counsel as the Holdback Amount from the Court-approved award of attorneys’ fees to Class Counsel pursuant to paragraph 40 of the Settlement Agreement. RG/2 received the \$8,601,361.10 that same day.

6. Pursuant to paragraph 40 of the Settlement Agreement and paragraph 11 of the Court’s Final Approval Order, RG/2 set aside \$100,000.00 as the Holdback Amount and, to date, has been holding it for the benefit of Class Counsel. RG/2 will continue to hold this amount until the Court approves its disbursement to Class Counsel, at which point RG/2 will pay the full \$100,000.00 to Class Counsel by wire transfer to an account designated in writing by Class Counsel.

7. Pursuant to the terms and conditions of the Settlement Agreement, RG/2 used the \$8,501,361.10 provided by Defendants to establish and administer the Class Settlement Fund, which fund was used to make settlement payments to Qualified Settlement Class Members and cover Settlement Administration Fees and Costs, as described in the following paragraphs.

8. Pursuant to paragraphs 73 through 77 of the Settlement Agreement, RG/2 distributed \$6,703,336.72 of the Class Settlement Fund to approximately 119,101 Qualified Settlement Class Members through settlement checks, which have been successfully negotiated as of the date of this Declaration.² This amount includes the initial issuance and mailing of settlement checks that were mailed on August 4, 2021 pursuant to paragraph 73 of the Settlement Agreement, and subsequent reissuance and mailing of settlement checks that were returned as undeliverable for which RG/2 successfully located new addresses pursuant to paragraph 77 of the Settlement Agreement, and re-issuance and mailing of checks to several Qualified Settlement Class Members who requested them.³ RG/2 determined that no taxes were owed by the Class Settlement Fund, and so no amount of the Class Settlement Fund was used to pay any Taxes or Tax-Related Expenses pursuant to paragraph 83 of the Settlement Agreement.

9. Pursuant to paragraph 51 of the Settlement Agreement and RG/2's budget for providing notice to Class Members and administering the Class Settlement Fund, \$476,000 of the

² RG/2 has deducted and withheld, and has paid to the IRS pursuant to applicable requirements, approximately \$210,099.58 from the settlement distribution amounts to certain of the Qualified Settlement Class Members who each received more than \$600 in settlement distributions, but failed to submit the requested Form W-9s to RG/2 for documentation and reporting purposes. RG/2 sent communications to each of these Qualified Settlement Class Members advising them of the withholding and instructing them that RG/2 would credit them for the amount withheld if they submitted their taxpayer identification number to RG/2 by the end of the 2021 calendar year, but a number of the Qualified Settlement Class Members from whom amounts were withheld did not do so.

RG/2 had set aside \$10,000 of the Class Settlement Fund to address any unexpected changes or additions to the Settlement Distribution Amounts (the "Contingency Amount"), pursuant to paragraph 47 of my May 13, 2021 declaration submitted in support of final approval. See May 13, 2021 Declaration of T. Chiango (Doc. #: 34-2) at ¶ 47. RG/2 used \$1,500 of the Contingency Amount to pay for an approved adjustment to the distribution amount for a Qualified Settlement Class Member, which amount is included in the total amount distributed to Qualified Settlement Class Members in paragraph 8 above.

³ Pursuant to the Settlement Agreement, the distribution amounts to Qualified Settlement Class Members were already increased *pro rata* prior to the mailing of settlement checks, which increase was calculated based on the amount remaining in the Class Settlement Fund after setting aside amounts sufficient to cover the initial distribution amounts to Qualified Settlement Class Members, the estimated amount for Settlement Administration Fees and Costs, and any Tax and Tax-Related Expenses associated with the Class Settlement Fund, of which there were none. (See Settlement Agreement (Doc. #: 34-1) at ¶ 75.)

Class Settlement Fund was distributed to RG/2 to cover all of its costs, fees, and expenses for providing notice to the Settlement Class and administering the Settlement, in accordance with the terms and conditions of the Settlement Agreement, leaving no amount in RG/2's costs, fees, and expense remaining unpaid.

10. April 29, 2022 was the date on which the last remaining outstanding settlement distribution checks to Qualified Settlement Class Members became void by their terms, if not cashed before then. My understanding is that, pursuant to the Amended Settlement Agreement, the Final Distribution Date for the Class Settlement Fund was May 4, 2022, five days after April 29.

11. As of the date this declaration is signed, approximately \$1,322,024.38 remains in the Class Settlement Fund, consisting of: (i) the \$8,500 remaining of the Contingency Amount referenced above; and (ii) the total amount in settlement checks issued and mailed to Qualified Settlement Class Members that were either returned as undeliverable and for which RG/2 was unable to locate new addresses after attempts to do so, or that were successfully mailed to Qualified Settlement Class Members but not cashed, all of which checks became void 90 days after issuance.

12. Pursuant to the Court's Order dated December 20, 2022, RG/2 is prepared to make an additional round of distributions to the class before making any *cy pres* distribution. The estimated fees and costs for RG/2 to perform a second distribution and post-distribution services is \$132,150.

13. Before calculating and issuing additional checks to the Class Members who cashed their original check, RG/2 will first re-issue checks to the 492 Class Members who either requested a reissue subsequent to April 29, 2022 or presented their voided check for payment, which was denied by the bank. The amount being reissued to these 492 Class Members is \$17,971.68. After deducting the reissued check and the fees and costs for RG/2, the remaining balance of \$1,171,902.70 will be issued on a pro rata basis to all Class Members who cashed their original checks as well as the 492 Class Members who are now being reissued a check.

14. RG/2 will issue checks with a 90-day void date. At the conclusion of the 90 days, RG/2 will file a declaration to the Court on the status of this additional distribution.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: December 21, 2022


Tina Chiango