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Attorneys for Plaintiff
FRANK SICA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

FRANK SICA, on behalf of himself, and all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

MADISON INDUSTRIAL SERVICES TEAM,
LIMITED PARTNERSHIP; and DOES 1
through 50, inclusive

Defendants.

Case No. 4:20-cv-08347-KAW

CLASS ACTION

**DECLARATION OF ROBERT SPENCER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 3, 2022

Time: 1:30 p.m.

Ctrm: TBD

Judge: Kandis A. Westmore

Complaint Filed: September 30, 2020

FAC filed: November 19, 2020

Removal Date: November 25, 2020

1 I, ROBERT SPENCER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am an associate with the law firm Keller Grover LLP, co-counsel for Plaintiff Frank Sica
4 (“Plaintiff” or “Class Representative”) and proposed co-Class Counsel in this action. I have
5 personal knowledge of the facts stated herein and, if called as a witness, I could and would
6 testify competently to the facts set forth below.

7 2. The Parties revised the class notice in response to the Court’s concerns. A true and
8 correct clean copy of the revised notice is attached hereto as **Exhibit A**. A true and correct
9 redlined copy of the revised notice is attached hereto as **Exhibit B**.

10 3. The Parties revised the proposed order in response to the Court’s concerns. A true
11 and correct clean copy of the revised proposed order is attached hereto as **Exhibit C**. A true and
12 correct redlined copy of the proposed order is attached hereto as **Exhibit D**.

13 4. On January 27, 2022, I personally uploaded the following documents to the
14 LWDA website: 1) Plaintiff’s Notice of Motion and Motion for Preliminary Approval of Class
15 Action and PAGA Settlement; Memorandum of Points and Authorities in Support Thereof, 2)
16 Declaration of Eric A. Grover in Support of Motion for Preliminary Approval of Class Action
17 and PAGA Settlement, 3) Declaration of Scot D. Bernstein in Support of Motion for Preliminary
18 Approval of Class Action and PAGA Settlement, and 4) the proposed order. I also personally
19 uploaded the proposed settlement as it was attached as an exhibit to the Declaration of Eric A.
20 Grover. A true and correct copy of the confirmation email I received from the LWDA
21 confirming the upload was successful is attached hereto as **Exhibit E**.

22 5. On January 27, 2022, I also personally uploaded the to the LWDA website the
23 Court’s Order Requiring Supplemental Briefing regarding Plaintiff’s Motion for Preliminary
24 Approval; Order Continuing Hearing to March 3, 2022 [Dkt. No. 34]. A true and correct copy of
25 the confirmation email I received from the LWDA confirming the upload was successful is
26 attached hereto as **Exhibit F**.

27 6. On February 3, 2022, I personally uploaded to the LWDA website the following
28 documents: 1) Joint Supplemental Memorandum of Points and Authorities in Support of Motion

1 for Preliminary Approval, 2) [Proposed] Order Granting Motion for Preliminary Approval of
2 Class Action and PAGA Settlement, and 3) this declaration.

3 I declare under penalty of perjury under the laws of the State of California and the United
4 States that the foregoing is true and correct, and that this Declaration was executed on this 3rd
5 day of February, 2022 at San Francisco, California.

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7 /s/ Robert Spencer
8 ROBERT SPENCER
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EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Sica v. Madison Industrial Services Team

Case No. 4:20-cv-08347-KAW

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected whether you act or don't act.

This class action settlement will affect your rights if you worked as an hourly on-site employee for Madison Industrial Services Team in California at any time during the period from and including September 30, 2016 through September 30, 2021.

- Former employee and proposed class representative Frank Sica ("Class Representative" or "Plaintiff") sued Madison Industrial Services Team, Limited Partnership ("Madison" or "Defendant") on behalf of himself and certain current and former Madison employees in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law (collectively, the "Class claims"). Madison denies all of Plaintiff's allegations, denies that it violated any law, and contends that at all times it complied with federal, state and local laws.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for himself and other aggrieved employees under the California Private Attorneys General Act of 2004 ("PAGA").
- Plaintiff and Defendant have entered a settlement agreement ("Settlement") that settles the claims of the Class Representative, the Class claims, and the PAGA claim. The Court has preliminarily approved the Settlement.
- If you worked for Madison at any time during the period from September 30, 2016 through September 30, 2021 as an hourly on-site employee, you may be considered a putative class member ("Class Member"). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you worked for Madison at any time during the period from September 14, 2019 through September 30, 2021 as an hourly on-site employee, you may be considered an "Aggrieved Employee" under PAGA. If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Settlement Class Members are also Aggrieved Employees.)
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against Madison, as explained below. <u>NOTE</u> : Aggrieved Employees may not opt out of the PAGA portion of the Settlement.

OBJECT	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment.
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HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on Madison's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Shifts during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on Madison's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you worked for Madison as an hourly on-site employee in California during the period from and including September 30, 2016 through September 30, 2021 (the "Class Period"). You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit ("Action") and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Frank Sica filed a putative class action lawsuit on September 30, 2020 and a First Amended Complaint on November 19, 2020, on behalf of himself and other hourly on-site employees who worked for Madison in California during the Class Period, September 30, 2016 through September 30, 2021, inclusive. The operative First Amended Complaint alleges causes of action against Defendant on a class basis for: (1) unfair business practices; (2) failure to provide meal periods; (3) failure to pay wages for all hours worked; (4) failure to provide accurate itemized wage statements; and (5) waiting time penalties. The complaint also alleges claims under the California Private Attorneys General Act of 2004 ("PAGA").

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

Madison denies all of Plaintiff's allegations, denies that it violated any law, and contends that at all times it complied with federal, state and local laws. The settlement is not an admission by Madison of any wrongdoing or an indication that any law was violated.

The Court did not decide in favor of Plaintiff or Defendant. Nor has it decided whether this case could proceed as a class action.

Instead of going through class certification or to trial, and after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who worked for Madison as an hourly on-site employee in California during the period from and including September 30, 2016 through September 30, 2021.

All Class Members are also Aggrieved Employees, who are defined to include all current and former hourly on-site employees who worked for Madison in California at any time between September 14, 2019 and September 30, 2021, inclusive.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the Action, Defendant will pay \$650,000 plus the employer's share of payroll taxes ("Maximum Settlement Amount"), which includes all payments contemplated by the Settlement, including all payments to Class Members, a service award to Plaintiff, Class Counsel's attorneys' fees and costs, employee-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the service awards to Plaintiffs, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated at follows:

- Individual Settlement Payments: Class Members who do not opt out are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$403,000. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the first page of this Notice.
- Class Representative Service Award: Plaintiff will request from the Court an award of \$7,500 in recognition of his efforts and risks in assisting with the prosecution of the Action. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

Questions? Call <<CLAIM ADMIN PH NO>> or go to [insert URL]

- **Class Counsel Award:** Class Counsel will request that the Court approve up to 30% of the Maximum Settlement Amount (\$195,000 of the \$650,000 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$17,500), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Settlement Administration:** The cost of settlement administration shall not exceed \$7,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Class Members shall remain valid and negotiable for 180 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to Legal Aid at Work.
- The \$20,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$15,000 will be distributed to the LWDA and \$5,000 will be distributed to Aggrieved Employees. Your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE CLASS SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Shifts from Defendant's records used to calculate it, are listed on the first page of this Notice. Approximately one-third (33.33%) of the Individual Settlement Payment will be designated as wages for which an IRS Form W-2 shall issue, and approximately two-thirds (66.67%) shall be designated as penalties and interest, for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE CLASS SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Shifts, which is the total number of individual days that you worked as an hourly on-site employee for Madison in California (based on Defendant's records) during the Class Period (September 30, 2016 through September 30, 2021, 2020, inclusive). Your Qualified Shifts worked will be divided by the total number of Qualified Shifts worked for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Shifts worked stated on page one of this Notice, email or mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than [insert same date as objection and opt-out deadline]:

Questions? Call <<CLAIM ADMIN PH NO>> or go to [insert URL]

Settlement Administrator

<<Address>>

Phone: (***) ***-****

Email: *****

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

All Class Members also qualify as Aggrieved Employees and thus will also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$5,000) based on your number of Qualified Pay Periods during the PAGA Period, which is September 14, 2019 through September 30, 2021, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$5,000 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment (if you qualify as a Class Member) and your Individual PAGA Payment (if you qualify as an Aggrieved Employee,) in one check without any further action needed from you.

To ensure receipt of your settlement payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> in Courtroom [] of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612, to decide whether to approve the Settlement. If the Court approves the Settlement, your Settlement share will be mailed to you within approximately 45 days from the Effective Date of the Settlement.

Please be advised that the date of the Final Approval Hearing may change without further notice to the Class Members, and/or the hearing may be conducted virtually. The Settlement Administrator will post any changes to the settlement website (insert URL). Class Members are therefore advised to check the settlement website, the Court's website (<https://www.cand.uscourts.gov/judges/kaw/>), or contact Class Counsel or the Settlement Administrator to confirm that the date and location has not been changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released Claims

Questions? Call <<CLAIM ADMIN PH NO>> or go to [insert URL]

The “Released Claims” means and includes all claims against the Released Parties arising between September 30, 2016 and September 30, 2021, inclusive, under state, federal, or local law, whether statutory, arising out of the claims expressly pleaded in the operative First Amended Complaint on file in the Action (i.e., Labor Code §§ 201, 202, 203, 204b, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197.1, 1198, and 1199, and Business & Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the First Amended Complaint, together with interest, fees, and costs related to those claims. The Release Period for the Released Claims shall be the same as the Class Period, i.e., the time period from and including September 30, 2016 through September 30, 2021.

The Release will extend to Defendant Madison Industrial Services Team, Limited Partnership and all of Defendant’s parent companies, subsidiaries, divisions, concepts, related or affiliated companies and its or their shareholders, officers, directors, employees, agents, attorneys, insurers, re-insurers, predecessors- or successors-in-interest, and assigns, and any individual or entity that could be liable for any of the Released Claims (collectively, the “Released Parties”).

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff Sica, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of and from any and all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged in the operative Complaint or in Plaintiff’s letter to the LWDA dated September 14, 2020.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in this Settlement, you may exclude yourself (generally called “opting out”) by submitting a written or email Request for Exclusion to the Settlement Administrator. Your request to opt-out must (a) be in writing; (b) state your name, address, and the last four digits of your social security number or Employee ID number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Sica v. Madison*.”

If mailed, you must personally sign the Request for Exclusion and may not have someone sign for you. You may not submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be emailed or signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

Email: *****

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

Questions? Call <<CLAIM ADMIN PH NO>> or go to [insert URL]

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against Madison. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Class Member who has not asked to be excluded from this Settlement may object to the Settlement. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Action will continue. If that is what you wish to happen, you must object.

Please also keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Court at the address below in person (or at any other location of the United States District Court for the Northern District of California in person) or by mail stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement. A written Notice of Objection must be signed by you and include: (1) the case name and number (*Sica v. Madison Industrial Services Team, Limited Partnership*, Case No. 4:20-cv-08347-KAW); (2) your name; (3) your address; (4) the last four digits of your Social Security number or Employee ID number; (5) the basis for your objection and any supporting documents; and (6) if you intend to appear at the final approval hearing. Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be filed in person or mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

**United States District Court
Class Action Clerk
1301 Clay Street, Suite 400S
Oakland, California 94612**

If you have submitted a written objection, you may, but are not required to, appear at the Final Approval Hearing set for <<date>> in Courtroom [] of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612 and discuss your objections with the Court and the parties. The Final Approval Hearing may be continued to another date without further notice. You should

Questions? Call <<CLAIM ADMIN PH NO>> or go to [insert URL]

check the Settlement Administrator's website ([insert URL](#)) or the Court's PACER website (<https://ecf.cand.uscourts.gov/>) to confirm the date has not been changed.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information or the precise terms and conditions of the Settlement: access relevant case documents including the Settlement Agreement and the motions for final approval and attorneys' fees and costs at the Settlement Administrator's website ([insert URL](#)); contact Class Counsel at the below address, phone number or email addresses; access the Court docket by visiting the office of the Clerk of Court at any of the locations listed at <https://cand.uscourts.gov/about/locations/> between 9:00 a.m. and 1:00 p.m., Monday through Friday, excluding Court holidays; or access the Court docket for a fee at the Court's PACER website, <https://ecf.cand.uscourts.gov/>.

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
egrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Scot Bernstein
swampadero@sbernsteinlaw.com
Law Offices of Scot D. Bernstein,
A Professional Corporation
101 Parkshore Drive, Suite 100
Folsom, California 95630
Telephone: (916) 447-0100
Facsimile: (916) 933-5533

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) _____ or visit the Settlement Administrator's website at ([insert URL](#)).

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Call <<CLAIM ADMIN PH NO>> or go to [insert URL]

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Sica v. Madison Industrial Services Team

Case No. 4:20-cv-08347-KAW

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected whether you act or don't act.

This class action settlement will affect your rights if you worked as an hourly on-site employee for Madison Industrial Services Team in California at any time during the period from and including September 30, 2016 through September 30, 2021.

- Former employee and proposed class representative Frank Sica ("Class Representative" or "Plaintiff") sued Madison Industrial Services Team, Limited Partnership ("Madison" or "Defendant") on behalf of himself and certain current and former Madison employees in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law (collectively, the "Class claims"). Madison denies all of Plaintiff's allegations, denies that it violated any law, and contends that at all times it complied with federal, state and local laws.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for himself and other aggrieved employees under the California Private Attorneys General Act of 2004 ("PAGA").
- Plaintiff and Defendant have entered a settlement agreement ("Settlement") that settles the claims of the Class Representative, the Class claims, and the PAGA claim. The Court has preliminarily approved the Settlement.
- If you worked for Madison at any time during the period from September 30, 2016 through September 30, 2021 as an hourly on-site employee, you may be considered a putative class member ("Class Member"). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you worked for Madison at any time during the period from September 14, 2019 through September 30, 2021 as an hourly on-site employee, you may be considered an "Aggrieved Employee" under PAGA. If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Settlement Class Members are also Aggrieved Employees.)
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against Madison, as explained below. <u>NOTE:</u> Aggrieved Employees may not opt out of the PAGA portion of the Settlement.

OBJECT	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment.
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HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on Madison's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Shifts during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on Madison's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you worked for Madison as an hourly on-site employee in California during the period from and including September 30, 2016 through September 30, 2021 (the "Class Period"). You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit ("Action") and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

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DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

Madison denies all of Plaintiff's allegations, denies that it violated any law, and contends that at all times it complied with federal, state and local laws. The settlement is not an admission by Madison of any wrongdoing or an indication that any law was violated.

The Court did not decide in favor of Plaintiff or Defendant. Nor has it decided whether this case could proceed as a class action.

Instead of going through class certification or to trial, and after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who worked for Madison as an hourly on-site employee in California during the period from and including September 30, 2016 through September 30, 2021.

All Class Members are also Aggrieved Employees, who are defined to include all current and former hourly on-site employees who worked for Madison in California at any time between September 14, 2019 and September 30, 2021, inclusive.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the Action, Defendant will pay \$650,000 plus the employer's share of payroll taxes ("Maximum Settlement Amount"), which includes all payments contemplated by the Settlement, including all payments to Class Members, a service award to Plaintiff, Class Counsel's attorneys' fees and costs, employee-side taxes, a payment to the California Labor and Workforce Development Agency ("LWDA") as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The "Net Settlement Amount" is the amount remaining after deduction of Class Counsel's attorneys' fees and costs, the service awards to Plaintiffs, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated at follows:

- Individual Settlement Payments: Class Members who do not opt out are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$403,000. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the first page of this Notice.
- Class Representative Service Award: Plaintiff will request from the Court an award of \$7,500 in recognition of his efforts and risks in assisting with the prosecution of the Action. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request that the Court approve up to 30% of the Maximum Settlement Amount (\$195,000 of the \$650,000 settlement) as attorneys' fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed \$17,500), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Settlement Administration:** The cost of settlement administration shall not exceed \$7,000, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Class Members shall remain valid and negotiable for 180 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to Legal Aid at Work.
- The \$20,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$15,000 will be distributed to the LWDA and \$5,000 will be distributed to Aggrieved Employees. Your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE CLASS SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Shifts from Defendant's records used to calculate it, are listed on the first page of this Notice. Approximately one-third (33.33%) of the Individual Settlement Payment will be designated as wages for which an IRS Form W-2 shall issue, and approximately two-thirds (66.67%) shall be designated as penalties and interest, for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE CLASS SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Shifts, which is the total number of individual days that you worked as an hourly on-site employee for Madison in California (based on Defendant's records) during the Class Period (September 30, 2016 through September 30, 2021, 2020, inclusive). Your Qualified Shifts worked will be divided by the total number of Qualified Shifts worked for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Shifts worked stated on page one of this Notice, [email or](#) mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as objection and opt-out deadline]**:

Questions? Call **<<CLAIM ADMIN PH NO>>** [or go to \[insert URL\]](#)

Settlement Administrator

<<Address>>

Phone: (***) ***-****

Email: *****

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

All Class Members also qualify as Aggrieved Employees and thus will also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$5,000) based on your number of Qualified Pay Periods during the PAGA Period, which is September 14, 2019 through September 30, 2021, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$5,000 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment (if you qualify as a Class Member) and your Individual PAGA Payment (if you qualify as an Aggrieved Employee,) in one check without any further action needed from you.

To ensure receipt of your settlement payment, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on <<date>> in Courtroom [] of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612, to decide whether to approve the Settlement. If the Court approves the Settlement, your Settlement share will be mailed to you within approximately 45 days from the Effective Date of the Settlement.

Please be advised that the date of the Final Approval Hearing may change without further notice to the Class Members, and/or the hearing may be conducted virtually. [The Settlement Administrator will post any changes to the settlement website \(insert URL\).](#) Class Members are therefore advised to check the [settlement website, the](#) Court's website (<https://www.cand.uscourts.gov/judges/kaw/>), or contact Class Counsel or the Settlement Administrator to confirm that the date and location has not been changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will remain a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released Claims

Questions? Call <<CLAIM ADMIN PH NO>> or go to [\[insert URL\]](#)

The “Released Claims” means and includes all claims against the Released Parties arising between September 30, 2016 and September 30, 2021, inclusive, under state, federal, or local law, whether statutory, arising out of the claims expressly pleaded in the operative First Amended Complaint on file in the Action (i.e., Labor Code §§ 201, 202, 203, 204b, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197.1, 1198, and 1199, and Business & Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the First Amended Complaint, together with interest, fees, and costs related to those claims. The Release Period for the Released Claims shall be the same as the Class Period, i.e., the time period from and including September 30, 2016 through September 30, 2021.

The Release will extend to Defendant Madison Industrial Services Team, Limited Partnership and all of Defendant’s parent companies, subsidiaries, divisions, concepts, related or affiliated companies and its or their shareholders, officers, directors, employees, agents, attorneys, insurers, re-insurers, predecessors- or successors-in-interest, and assigns, and any individual or entity that could be liable for any of the Released Claims (collectively, the “Released Parties”).

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff Sica, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, agrees to release the Released Parties of and from any and all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged in the operative Complaint or in Plaintiff’s letter to the LWDA dated September 14, 2020.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in this Settlement, you may exclude yourself (generally called “opting out”) by submitting a written [or email](#) Request for Exclusion to the Settlement Administrator. Your request to opt-out must (a) be in writing; (b) state your name, address, and the last four digits of your social security number or Employee ID number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Sica v. Madison*.”

~~If mailed, you~~ must personally sign the Request for Exclusion and may not have someone sign for you.~~nor may you~~ You ~~may not~~ submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be [emailed or](#) signed and mailed via United States first class mail postmarked no later than **<<Date>>** [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

Email: *****

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

Questions? Call **<<CLAIM ADMIN PH NO>>** [or go to \[insert URL\]](#)

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against Madison. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Class Member who has not asked to be excluded from this Settlement may object to the Settlement. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Action will continue. [If that is what you wish to happen, you must object.](#)

Please also keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Court at the address below in person [\(or at any other location of the United States District Court for the Northern District of California in person\)](#) or by mail stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement. A written Notice of Objection must be signed by you and include: (1) the case name and number (*Sica v. Madison Industrial Services Team, Limited Partnership*, Case No. 4:20-cv-08347-KAW); (2) your name; (3) your address; (4) the last four digits of your Social Security number or Employee ID number; (5) the basis for your objection and any supporting documents; and (6) if you intend to appear at the final approval hearing. Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be filed in person or mailed via United States first class mail postmarked no later than **<<Date>> [45 calendar days after initial mailing]** to:

**United States District Court
Class Action Clerk
1301 Clay Street, Suite 400S
Oakland, California 94612**

If you have submitted a written objection, you may, but are not required to, appear at the Final Approval Hearing set for **<<date>>** in Courtroom **[]** of the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California 94612 and discuss your objections with the Court and the parties. The Final Approval Hearing may be continued to another date without further notice. [You should](#)

Questions? Call **<<CLAIM ADMIN PH NO>>** [or go to \[insert URL\]](#)

check the Settlement Administrator's website ([insert URL](#)) or the Court's PACER website (<https://ecf.cand.uscourts.gov/>) to confirm the date has not been changed.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

This Notice only summarizes the proposed Settlement and its terms. For more information [or the precise terms and conditions of the Settlement](#): ~~contact Class Counsel at the below address, phone number or email addresses~~; access relevant case documents including the Settlement Agreement and the motions for final approval and attorneys' fees and costs at the Settlement Administrator's website ([insert URL](#)); [contact Class Counsel at the below address, phone number or email addresses](#); access the Court docket by visiting the office of the Clerk of Court at any of the locations listed at <https://cand.uscourts.gov/about/locations/> between 9:00 a.m. and ~~4:00~~[1:00](#) p.m., [Monday through Friday, excluding Court holidays](#); or access the Court docket for a fee at the Court's PACER website, <https://ecf.cand.uscourts.gov/>.

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
eagrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

Scot Bernstein
swampadero@sbernsteinlaw.com
Law Offices of Scot D. Bernstein,
A Professional Corporation
101 Parkshore Drive, Suite 100
Folsom, California 95630
Telephone: (916) 447-0100
Facsimile: (916) 933-5533

In addition to contacting Class Counsel, you may contact the Settlement Administrator at [\(800\) _____](#) or visit the Settlement Administrator's website at ([insert URL](#)).

Questions? Call [<<CLAIM ADMIN PH NO>>](#) [or go to \[insert URL\]](#)

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE
ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT C

ERIC A. GROVER (SBN 136080)
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Folsom, California 95630
Telephone: (916) 447-0100
Facsimile: (916) 933-5533

Attorneys for Plaintiff
FRANK SICA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

FRANK SICA, on behalf of himself, and all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

MADISON INDUSTRIAL SERVICES
TEAM, LIMITED PARTNERSHIP; and
DOES 1 through 50, inclusive,

Defendant.

Case No: 4:20-cv-08347-KAW

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: March 3, 2022

Time: 1:30 p.m.

Ctrm: TBD

Judge: Kandis A. Westmore

Complaint Filed: September 30, 2020

FAC filed: November 19, 2020

Removal Date: November 25, 2020

1 Plaintiff Frank Sica (“Class Representative” or “Plaintiff”) and Defendant Madison
2 Industrial Services Team, Limited Partnership (“Defendant” or “Madison”) have entered into a
3 “Joint Stipulation of Class Action and PAGA Settlement and Release of Claims” (the “Settlement
4 Agreement”) which, if approved, would resolve this putative class action. Upon review and
5 consideration of the motion papers submitted by the parties, including the Settlement Agreement
6 and all exhibits thereto, the Court determines and orders as follows:

7 1. The Court has jurisdiction over this matter and venue is proper.

8 2. This action is provisionally certified as a class action, for settlement purposes
9 only, pursuant to Federal Rule of Civil Procedure 23. The settlement Class is defined as
10 follows: “All current and former hourly on-site employees who worked for Defendant in
11 California during the Class Period. An individual Class Member also may be an Aggrieved
12 Employee if he or she falls within the “Aggrieved Employee” definition.” The Class Period is
13 defined as September 30, 2016 through September 30, 2021, inclusive.

14 3. For the Labor Code §§ 2699, *et seq.*, Private Attorneys General Act (“PAGA”)
15 claims in this action, the Aggrieved Employees are defined as “All current and former hourly
16 on-site employees who worked for Defendant in California at any time during the PAGA
17 Period.” The PAGA Period is September 14, 2019 through September 30, 2021, inclusive. All
18 individual Aggrieved Employee are also Class Members.”

19 4. The Court preliminarily approves the proposed settlement as set forth in the
20 Settlement Agreement as within the range of possible final approval.

21 5. The Court preliminarily appoints Keller Grover LLP and the Law Offices of Scot
22 D. Bernstein, A Professional Corporation, as Class Counsel.

23 6. The Court preliminarily appoints Frank Sica as Class Representative for the
24 settlement Class.

25 7. The Court preliminarily finds, for purposes of this settlement only, that the Class
26 Representative and Class Counsel fairly and adequately represent and protect the interests of the
27 absent Class Members.
28

1 8. The Court approves and appoints Simpluris, Inc. (“Simpluris”) to serve as the
2 Settlement Administrator and directs Simpluris to carry out all duties and responsibilities of the
3 Settlement Administrator specified in the Settlement Agreement.

4 9. Pursuant to Federal Rule of Civil Procedure 23, the Court approves the manner
5 of class notice set forth in the Settlement Agreement. The Court approves the form and content
6 of the revised notice form proposed by counsel, specifically the revised Notice of Class and
7 PAGA Action Settlement (the “revised Notice”), which is attached to the February 3, 2022
8 Declaration of Robert Spencer as Exhibit A. The Court finds that the revised Notice constitutes
9 the best notice practicable under the circumstances and is valid, due and sufficient notice to the
10 Class of the pendency of the action, preliminary certification of the Class, the terms of the
11 settlement, procedures to become a settlement Class Member (as defined in the Settlement
12 Agreement), procedures for objecting to the settlement, procedures to opt out of the settlement,
13 and the time and place of the Final Approval Hearing. The proposed manner of class notice
14 satisfies the requirements of due process, and complies with applicable law, including Federal
15 Rule of Civil Procedure 23.

16 10. No later than 21 calendar days after this Order is entered by the Court,
17 Defendant shall provide the Settlement Administrator with the with whatever telephone
18 numbers Defendant has for Class Members and Aggrieved Employees and the Class Data and
19 Aggrieved Employee Data, as defined in the Settlement Agreement sections I.D. and I.G, for
20 purposes of preparing and mailing the revised Notice to Class Members, as well as undertaking
21 its other obligations. The Settlement Administrator shall be obligated to keep the telephone
22 numbers and Class and Aggrieved Employee Data confidential and shall take reasonable and
23 necessary precautions to maintain the confidentiality of the data. The Settlement Administrator
24 shall not distribute or use the telephone numbers or Class Data or Aggrieved Employee Data or
25 any information contained therein for any purpose other than to administer this settlement.

26 11. Within 14 calendar days after receiving the Class Data and Aggrieved Employee
27 Data, the Settlement Administrator shall send Class Members, via first-class U.S. mail to their
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1 last known addresses, the Court-approved revised Notice. The Settlement Administrator will
2 perform address updates and verifications as necessary prior to the first mailing.

3 12. If any revised Notice is returned as undeliverable, the Settlement Administrator
4 shall attempt to contact the addressee by telephone and, if needed, perform skip-traces on
5 returned mail and will re-mail the revised Notices to updated addresses (if any) as soon as
6 possible upon return of the undeliverable revised Notices.

7 13. Class Members who wish to receive a settlement payment are not required to
8 submit a claim form.

9 14. Any Class Member who seeks exclusion from the Class must email or mail a
10 signed, written request to be excluded from the settlement (“Request for Exclusion”) to the
11 email or mailing addresses specified in the revised Notice that must be emailed or postmarked
12 no later than 45 calendar days after the date the revised Notice is first mailed by the Settlement
13 Administrator (the “Response Deadline”), as described in the Settlement Agreement section
14 III.L.7. The email date or postmark date on the Request for Exclusion envelope shall be the
15 exclusive means used to determine whether the Request for Exclusion was timely submitted.
16 The Request for Exclusion must state that the Class Member wishes to exclude himself or
17 herself from the class action Settlement and (1) must contain the name, address, and the last
18 four digits of the Social Security number or Employee ID number of the person requesting
19 exclusion; (2) if mailed, must be signed by the Class Member; (3) must be emailed or
20 postmarked by the Response Deadline and returned to the Settlement Administrator at the
21 specified email or mailing address; and (4) must contain a typewritten or handwritten notice
22 stating, in substance, as follows: “I wish to opt out of the Settlement of the class action lawsuit
23 entitled *Sica v. Madison Industrial*.”

24 15. Any Class Member who seeks to object to the settlement must deliver in-person
25 or mail a written statement of objection (“Notice of Objection”) to the Court at the address
26 specified in the Notice which must be postmarked no later than the Response Deadline, as
27 described in the Settlement Agreement section III.L.8. The filing date if delivered in-person or
28 or postmark date if mailed shall be deemed to be the exclusive means for determining whether a

1 Notice of Objection was timely submitted. In order for an objection to be complete, a Notice of
2 Objection must be signed by the Class Member and state (1) the case name and number; (2) the
3 name of the Class Member; (3) the address of the Class Member; (4) the last four digits of the
4 Class Member's Social Security number or Employee ID number; (4) the basis for the objection
5 and any supporting documents; and (5) whether or not the Class Member intends to appear at
6 the final approval hearing. Class Members who fail to make objections in the manner specified
7 above may be deemed to have waived any objections and to be foreclosed from making any
8 objections to the Settlement, whether by appeal or otherwise. The failure to submit a written
9 objection does not waive a Settlement Class Member's right to appear and orally object at the
10 final approval hearing.

11 16. Plaintiff shall file his motion for awards of attorneys' fees and costs, the Class
12 Representative Incentive Award/General Release Payment, and settlement administration costs
13 no later than May 9, 2022, which is 14 calendar days before the Response Deadline. Plaintiff
14 shall file his motion for final approval no later than June 2, 2022, which is 35 calendar days
15 before the final approval hearing.

16 17. The Final Approval Hearing shall be held on July 7, 2022 at 1:30 p.m., at which
17 time the Court will determine whether the settlement should be finally approved as a fair,
18 reasonable, and adequate to the Class Members; whether the PAGA settlement should be
19 approved; whether the Final Approval Order and Judgment should be entered; whether Class
20 Counsel's application for attorneys' fees and expenses should be approved; whether the request
21 for the Class Representative's incentive award and general release payment should be approved;
22 and whether the request for the payment of administration costs should be approved.

23 18. The Court reserves the right to modify the date of the Final Approval Hearing
24 and related deadlines set forth herein. The Final Approval Hearing may be postponed,
25 adjourned or continued by Order of the Court without further notice to the Class.

26 19. Pending the final determination of whether the settlement should be approved,
27 all proceedings in the action, except as necessary to implement the settlement or comply with
28 the terms of the Settlement Agreement or this Order, are hereby stayed.

20. Should, for whatever reason, the settlement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

21. In the event the settlement is not finally approved or is terminated, canceled or fails to become effective for any reason, the Parties will be returned to their former positions, and specifically the provisional certification will be of no effect.

22. Below is a chart of the important case deadlines set forth above:

<u>Description</u>	<u>Basis for Calculation</u>	<u>Deadline</u>
Defendant to provide Class Data to Settlement Administrator	21 calendar days after receiving Class Data	March 24, 2022
Settlement Administrator to mail revised Notice	14 calendar days after receiving Class Data	April 7, 2022
Response Deadline for Class Members re Requests for Exclusion and Notices of Objection	45 calendar days from date of initial mailing of revised Notice	May 23, 2022
Deadline to file Motion for Approval of Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs	14 calendar days before Response Deadline	May 9, 2022
Deadline to file Motion for Final Approval of Settlement	91 calendar days after anticipated March 3, 2022 preliminary approval date and 35 days before final approval hearing	June 2, 2022
Hearing on Motion for Final Approval of Settlement and Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs	35 calendar days after filing of Motion for Final Approval of Settlement	July 7, 2022

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IT IS SO ORDERED.

Dated: _____, 2022

THE HONORABLE KANDIS A. WESTMORE
United States Magistrate Judge

EXHIBIT D

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
ROBERT W. SPENCER (SBN 238491)
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Attorneys for Plaintiff
FRANK SICA

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

FRANK SICA, on behalf of himself, and all
others similarly situated, and all aggrieved
employees,

Plaintiff,

v.

MADISON INDUSTRIAL SERVICES
TEAM, LIMITED PARTNERSHIP; and
DOES 1 through 50, inclusive,

Defendant.

Case No: 4:20-cv-08347-KAW

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: ~~February~~ March 3, 2022

Time: 1:30 p.m.

Ctrm: TBD

Judge: Kandis A. Westmore

Complaint Filed: September 30, 2020

FAC filed: November 19, 2020

Removal Date: November 25, 2020

1 Plaintiff Frank Sica (“Class Representative” or “Plaintiff”) and Defendant Madison
2 Industrial Services Team, Limited Partnership (“Defendant” or “Madison”) have entered into a
3 “Joint Stipulation of Class Action and PAGA Settlement and Release of Claims” (the “Settlement
4 Agreement”) which, if approved, would resolve this putative class action. Upon review and
5 consideration of the motion papers submitted by the parties, including the Settlement Agreement
6 and all exhibits thereto, the Court determines and orders as follows:

7 1. The Court has jurisdiction over this matter and venue is proper.

8 2. This action is provisionally certified as a class action, for settlement
9 purposes only, pursuant to Federal Rule of Civil Procedure 23. The settlement Class is
10 defined as follows: “All current and former hourly on-site employees who worked for
11 Defendant in California during the Class Period. An individual Class Member also may be an
12 Aggrieved Employee if he or she falls within the “Aggrieved Employee” definition.” The Class
13 Period is defined as September 30, 2016 through September 30, 2021, inclusive.

14 3. For the Labor Code §§ 2699, *et seq.*, Private Attorneys General Act (“PAGA”)
15 claims in this action, the Aggrieved Employees are defined as “All current and former hourly
16 on-site employees who worked for Defendant in California at any time during the PAGA
17 Period.” The PAGA Period is September 14, 2019 through September 30, 2021, inclusive. All
18 individual Aggrieved Employee are also Class Members.”

19 4. The Court preliminarily approves the proposed settlement as set forth in the
20 Settlement Agreement as within the range of possible final approval.

21 5. The Court preliminarily appoints Keller Grover LLP and the Law Offices of Scot
22 D. Bernstein, A Professional Corporation, as Class Counsel.

23 6. The Court preliminarily appoints Frank Sica as Class Representative for the
24 settlement Class.

25 7. The Court preliminarily finds, for purposes of this settlement only, that the Class
26 Representative and Class Counsel fairly and adequately represent and protect the interests of the
27 absent Class Members.
28

1 8. The Court approves and appoints Simpluris, Inc. (“Simpluris”) to serve as the
2 Settlement Administrator and directs Simpluris to carry out all duties and responsibilities of the
3 Settlement Administrator specified in the Settlement Agreement.

4 9. Pursuant to Federal Rule of Civil Procedure 23, the Court approves the manner
5 of class notice set forth in the Settlement Agreement. The Court approves the form and content
6 of the revised notice form proposed by counsel, specifically the revised Notice of Class and
7 PAGA Action Settlement (the “revised Notice”), which is attached to the February 3, 2022
8 Declaration of Robert Spencer Settlement Agreement as Exhibit A4. The Court finds that the
9 revised Notice constitutes the best notice practicable under the circumstances and is valid, due
10 and sufficient notice to the Class of the pendency of the action, preliminary certification of the
11 Class, the terms of the settlement, procedures to become a settlement Class Member (as defined
12 in the Settlement Agreement), procedures for objecting to the settlement, procedures to opt out
13 of the settlement, and the time and place of the Final Approval Hearing. The proposed manner
14 of class notice satisfies the requirements of due process, and complies with applicable law,
15 including Federal Rule of Civil Procedure 23.

16 10. No later than 21 calendar days after this Order is entered by the Court,
17 Defendant shall provide the Settlement Administrator with the with whatever telephone
18 numbers Defendant has for Class Members and Aggrieved Employees and the Class Data and
19 Aggrieved Employee Data, as defined in the Settlement Agreement sections I.D. and I.G, for
20 purposes of preparing and mailing the revised Notice to Class Members, as well as undertaking
21 its other obligations. The Settlement Administrator shall be obligated to keep the telephone
22 numbers and Class and Aggrieved Employee Data confidential and shall take reasonable and
23 necessary precautions to maintain the confidentiality of the data. The Settlement Administrator
24 shall not distribute or use the telephone numbers or Class Data or Aggrieved Employee Data or
25 any information contained therein for any purpose other than to administer this settlement.

26 11. Within 14 calendar days after receiving the Class Data and Aggrieved Employee
27 Data, the Settlement Administrator shall send Class Members, via first-class U.S. mail to their
28

1 last known addresses, the Court-approved revised Notice. The Settlement Administrator will
2 perform address updates and verifications as necessary prior to the first mailing.

3 12. If any revised Notice is returned as undeliverable, the Settlement Administrator
4 shall attempt to contact the addressee by telephone and, if needed, perform skip-traces on
5 returned mail and will re-mail the revised Notices to updated addresses (if any) as soon as
6 possible upon return of the undeliverable revised Notices.

7 13. Class Members who wish to receive a settlement payment are not required to
8 submit a claim form.

9 14. Any Class Member who seeks exclusion from the Class must email or mail~~send~~
10 a signed, written request to be excluded from the settlement (“Request for Exclusion”) ~~via mail~~
11 to the email or mailing addresses specified in the revised Notice that must be emailed or
12 postmarked no later than 45 calendar days after the date the revised Notice is first mailed by the
13 Settlement Administrator (the “Response Deadline”), as described in the Settlement Agreement
14 section III.L.7. The email date or postmark date on the Request for Exclusion envelope shall be
15 the exclusive means used to determine whether the Request for Exclusion was timely
16 submitted. The ~~written~~ Request for Exclusion must state that the Class Member wishes to
17 exclude himself or herself from the class action Settlement and (1) must contain the name,
18 address, and the last four digits of the Social Security number or Employee ID number of the
19 person requesting exclusion; (2) if mailed, must be signed by the Class Member; (3) must be
20 emailed or postmarked by the Response Deadline and returned to the Settlement Administrator
21 at the specified email or mailing address; and (4) must contain a typewritten or handwritten
22 notice stating, in substance, as follows: “I wish to opt out of the Settlement of the class action
23 lawsuit entitled *Sica v. Madison Industrial*.”

24 15. Any Class Member who seeks to object to the settlement must deliver in-person
25 or mail a written statement of objection (“Notice of Objection”) to the Court at the address
26 specified in the Notice which must be postmarked no later than the Response Deadline, as
27 described in the Settlement Agreement section III.L.8. The filing date if delivered in-person or
28 or postmark date if mailed ~~of mailing~~ shall be deemed to be the exclusive means for

determining whether a Notice of Objection was timely submitted. In order for an objection to be complete, a Notice of Objection must be signed by the Class Member and state (1) the case name and number; (2) the name of the Class Member; (3) the address of the Class Member; (4) the last four digits of the Class Member's Social Security number or Employee ID number; (4) the basis for the objection and any supporting documents; and (5) whether or not the Class Member intends to appear at the final approval hearing. Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and to be foreclosed from making any objections to the Settlement, whether by appeal or otherwise. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

16. Plaintiff shall file his motion for awards of attorneys' fees and costs, the Class Representative Incentive Award/General Release Payment, and settlement administration costs no later than May 9, 2022, which is 14 calendar days before the Response Deadline. Plaintiff shall file his motion for final approval no later than June 2, 2022, which is 35 calendar days before the final approval hearing.

17. The Final Approval Hearing shall be held on July 7, 2022 at 1:30 p.m., at which time the Court will determine whether the settlement should be finally approved as a fair, reasonable, and adequate to the Class Members; whether the PAGA settlement should be approved; whether the Final Approval Order and Judgment should be entered; whether Class Counsel's application for attorneys' fees and expenses should be approved; whether the request for the Class Representative's incentive award and general release payment should be approved; and whether the request for the payment of administration costs should be approved.

18. The Court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

19. Pending the final determination of whether the settlement should be approved, all proceedings in the action, except as necessary to implement the settlement or comply with the terms of the Settlement Agreement or this Order, are hereby stayed.

20. Should, for whatever reason, the settlement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

21. In the event the settlement is not finally approved or is terminated, canceled or fails to become effective for any reason, the Parties will be returned to their former positions, and specifically the provisional certification will be of no effect.

22. Below is a chart of the important case deadlines set forth above:

<u>Description</u>	<u>Basis for Calculation</u>	<u>Deadline</u>
<u>Defendant to provide Class Data to Settlement Administrator</u>	<u>21 calendar days after receiving Class Data</u>	<u>March 24, 2022</u>
<u>Settlement Administrator to mail revised Notice</u>	<u>14 calendar days after receiving Class Data</u>	<u>April 7, 2022</u>
<u>Response Deadline for Class Members re Requests for Exclusion and Notices of Objection</u>	<u>45 calendar days from date of initial mailing of revised Notice</u>	<u>May 23, 2022</u>
<u>Deadline to file Motion for Approval of Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs</u>	<u>14 calendar days before Response Deadline</u>	<u>May 9, 2022</u>
<u>Deadline to file Motion for Final Approval of Settlement</u>	<u>91 calendar days after anticipated March 3, 2022 preliminary approval date and 35 days before final approval hearing</u>	<u>June 2, 2022</u>
<u>Hearing on Motion for Final Approval of Settlement and</u>	<u>35 calendar days after filing of</u>	<u>July 7, 2022</u>

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<u>Attorneys' Fees and Costs,</u> <u>Incentive Award, and Settlement</u> <u>Administration Costs</u>	<u>Motion for Final</u> <u>Approval of</u> <u>Settlement</u>	
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IT IS SO ORDERED.

Dated: _____, 2022

THE HONORABLE KANDIS A. WESTMORE
United States Magistrate Judge

EXHIBIT E

preliminary approval papers - Sica v. Madison

Robert Spencer

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, January 27, 2022 11:49 AM
To: Robert Spencer
Subject: Thank you for your Proposed Settlement Submission

01/27/2022 11:48:10 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT F

*Sica v. Madison - Court order re
supplemental prel. app. briefing*

Robert Spencer

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, January 27, 2022 11:50 AM
To: Robert Spencer
Subject: Thank you for your Other Response or Document Submission

01/27/2022 11:49:48 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm