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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

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF PLAINTIFF'S MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS, CLASS REPRESENTATIVE
INCENTIVE/GENERAL RELEASE
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: August 4, 2022
Time: 1:30 p.m.
Ctvm: TBD
Judge: Kandis A. Westmore

Complaint Filed: September 30, 2020
FAC filed: November 19, 2020
Removal Date: November 25, 2020

1 I, ERIC A. GROVER, declare as follows:

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

7 **Class Counsel’s Experience:**

8 2. Between September 1988 and October 2005, I was first an associate and then a
9 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States
10 specializing in labor and employment law. During my 17 years at Littler, I practiced extensively
11 in all areas of labor and employment law, including wage and hour law and class action defense.
12 I also have extensive litigation experience, including numerous arbitrations and trying a number
13 of cases to verdict in state and federal courts.

14 3. In the time I worked at Littler, I worked on many class action matters. The
15 following is a list of various class action matters for which I was the lead or co-lead defense
16 attorney:

- 17 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
18 uniforms.);
- 19 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
20 contractor vs. employee status, overtime, minimum wage and expense
21 reimbursement claims.);
- 22 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
(Overtime, minimum wage, expense reimbursement and waiting time
23 penalties.);
- 24 d. *Shields, et al. v. Lyon’s Restaurants* (San Diego County) (Manager
25 misclassification.);
- 26 e. *O’Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
27 minimum wage and waiting time penalties.);
- 28 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
penalties.);

- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*, Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*, Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases* (Coordinated Proceeding of *Palmtag v. Jos. A. Bank Clothiers, Inc.* and *McClure v. Jos A. Bank Clothiers, Inc.*, Solano County Superior Court Case No. JCCP NO. 4479);
- d. *Diaz v. Best Buy Stores, L.P.*, Alameda County Superior Court Case No. Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp.*, et al, Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases* (Coordinated Proceeding of *Avina v. Krispy Kreme Doughnut Corp. et al.* and *Hashimoto v. Krispy Kreme Doughnut Corp., et al.*, Alameda County Superior Court Case No. JCCP No. 4489);

- g. *Walgreens Overtime Cases* (Coordinated Proceeding of *Lebreque v. Walgreen Healthcare Plus* and *Wright v. Walgreen Co.*, Los Angeles County Superior Court Case No. JCCP 4387);
- h. *Gring v. Claire's Boutique's, Inc.*, Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.* San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*, San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. Case No. C 06-cv-03409 MJJ;
- n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715 TEH;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695 SGL (JCRx);
- r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001 FMC (VBKx);
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;

- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539 TEH;
- z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court Case No. CGC 08-476703;
- aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case No. CGC 07-469480;
- bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco County Superior Court Case No. CGC 08-477763;
- cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No. RG 07-337021;
- dd. *Flores v. Cintas Corporation No. 2, Inc.*, Los Angeles County Superior Court Case No. BC400422;
- ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*, San Francisco County Superior Court Case No. CGC 09-490181;
- ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*, San Francisco County Superior Court Case No. CGC 09-493709;
- gg. *Lim-Hui v. Carter's Retail, Inc.*, San Francisco County Superior Court Case No. CGC 09-484456;
- hh. *Sefton v. OshKosh B'Gosh, Inc.*, San Francisco County Superior Court Case No. CGC 09-484496;
- ii. *Murphy v. Check n' Go of California, Inc.*, San Francisco County Superior Court Case No. CGC 06-449394;
- jj. *Wireless Advocates Wage and Hour Cases* (Coordinated Proceedings of *Turner, et al v. Wireless Advocates LLC*, *Reyna, et al. v. Wireless Advocates LLC* and *Burk v. Wireless Advocates LLC*), Los Angeles County Superior Court Case No. JCCP 4600;
- kk. *Matrix Service Wage and Hour Cases* (Coordinated Proceeding of *Hickman v. Matrix Service, Inc.* and *Alexander, et al. v. Matrix Service Company, et al.*), Alameda County Superior Court Case No. JCCP 4610;
- ll. *Sullivan v. Kelly Services, Inc.*, United States District Court, Northern District of California Case No. 08-cv-3893 CW;
- mm. *Strickland, et al. v. Timec Company, Inc., et al.*, San Francisco County Superior Court Case No. CGC 10-501832;
- nn. *Davis and Duke v. Plant Performance Services LLC, et al.*, Alameda County Case No. RG 10-501301;

- 1 oo. *Jordan v. Directory Distributing Associates, Inc.*, San Francisco County Superior Court Case No. CGC 10-500633;
- 2
- 3 pp. *Martin v. Total Safety U.S., Inc.*, Alameda County Case No. RG 10-533750;
- 4 qq. *Placer Title Company Wage and Hour Cases* (Coordinated Proceedings of *Shults v. Placer Title Co.* and *Nazeri v. Placer Title Co.*), Sacramento County Superior Court Case No. JCCP 4567;
- 5
- 6 rr. *Martin, et al. v. Starcon International, Inc.*, Contra Costa County Superior Court Case No. MSC10-01071;
- 7
- 8 ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;
- 9
- 10 tt. *Lazarin, et al. v. Total Western, Inc.*, JAMS Case No. 1100067385;
- 11 uu. *Potter v. Zale Delaware, Inc.*, Alameda County Superior Court Case No. RG 10-548469;
- 12 vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*, Kern County Superior Court Case No. S-1500-CV-271947 WDP;
- 13 ww. *Schechter and Porter v. ISYS Solutions, Inc.*, Alameda County Superior Court Case No. RG 10-550517;
- 14 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court Case No. CIVVS900679;
- 15 yy. *Hernandez v. Bodell Construction Company*, Alameda County Superior Court Case No. RG12-624600;
- 16 zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court Case No. RG11-592345;
- 17
- 18 aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case No. RG 10-522846;
- 19 bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court, Northern District of California, Case No. C-11-cv-03586 YGR;
- 20
- 21 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa County Superior Court Case No. MSC12-00340;
- 22
- 23 ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court, Central District of California, Case No. 2:13-cv-02885 CBM;
- 24
- 25 eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case No. RG11 575618;
- 26 fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern District of California, Case No. C-12-cv-5978-CRB;
- 27
- 28 ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court, Northern District of California, Case No. 4:12-cv-04650-YGR;

- hhh. *Saunders v. StubHub Inc.*, San Francisco County Superior Court Case No. CGC-12-517707;
- iii. *Oregel v. PacPizza, LLC*, Contra Costa County Superior Court Case No. MSC12-01454;
- jjj. *Torres, et al. v. San Joaquin Community Hospital*, JAMS Case No. 1220043288;
- kkk. *Hulsey v. San Joaquin Community Hospital*, JAMS Case No. 1210030884;
- lll. *DeLeon, et al. v. NCR Corp.*, San Bernardino County Superior Court Case No. CIVDS1403274;
- mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*, Los Angeles County Superior Court Case No. BC470522;
- nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*, Contra Costa County Superior Court Case No. C11-0969;
- ooo. *Clothier v. SPAR Marketing Services, Inc.*, Alameda County Superior Court Case No. RG12-639317;
- ppp. *St. Joseph Health System Medical Information Cases*, Orange County Superior Court JCCP Case No. 4716;
- qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC*, Alameda County Superior Court Case No. RG14-712100;
- rrr. *Miller v. Hitachi America, Ltd.*, San Mateo County Superior Court Case No. CIV 526430;
- sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*, San Francisco County Superior Court Case No. CGC-13-532872;
- ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*, United States District Court, Northern District of California, Case No. 3:12-cv-04818-NC.
- uuu. *McCabe, et al. v. Six Continents Hotels, Inc.*, United States District Court, Northern District of California, Case No. 12-cv-04818-NC;
- vvv. *Wheelock v. Hyundai*, Orange County Superior Court, Case No: 30-2011-00522293-CU-BT-CJC;
- www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*, United States District Court, Northern District of California, Case No. 5:12-cv-05083-PSG;
- xxx. *Castillo, et al. v. Seagate Technology LLC*, United States District Court, Northern District of California Case No. 3:16-cv-01958-RS;

- yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court, Case No. RG17844100;
- zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior Court CGC-17-557027;
- aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino County Superior Court Case No. CIVDS1712220;
- bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County Superior Court Case No. 17CV305656;
- cccc. *Crowley, et al. v. Central Transport LLC*, San Bernardino Case No. CIVDS1604546;
- dddd. *Alfinito v. Loop Transportation*, San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al*, Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al*, San Bernardino County Case No. CIVDS1809416;
- gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court Case No. CIVDS1703459;
- hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court Case No. 37-2017-00045550-CU-BT-CTL;
- iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*, Napa County Superior Court Case No. 19CV000373;
- jjjj. *Docter v. Accor Management US Inc.*, San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No. RG18926494;
- llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County Superior Court Case No. 34-2019-00252683;
- mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior Court Case No. RG19001392;
- nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No. RG19008007;
- oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-262989;
- pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court Case No. CIVDS1804163;

qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*, San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL;

rrrr. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court Case. No. 20Cv-01484;

ssss. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No. 193712;

tttt. *Vallimont v. Westat, Inc.*, Sacramento County Superior Court Case No. 34-2019-00264440-CU-OE-GDS;

uuuu. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case. No. 19CV001903;

vvvv. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court Case No. RG17846239;

www. *Harrington v. Forbes Security, Inc.*, San Francisco County Superior Court Case No. CGC-20-584155;

xxxx. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*, United States District Court, Northern District of California Case No. 4:21-cv-0188-JSW;

yyyy. *Clark-Alonso v. Southwest Airlines Co.*, Merced County Superior Court Case No. 21 CV-02475; and

zzzz. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court Case No. RG20054385.

Factual and Procedural Background:

5. A true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement Agreement”) entered into by Plaintiff and Madison Industrial Services Team, Limited Partnership (“Defendant” or “Madison”) is attached hereto as **Exhibit A**. The Settlement Agreement is discussed below.

6. Madison employs hourly workers who work on-site at its clients’ power plants and other industrial plants in California and other states. Plaintiff Sica worked for Madison as an hourly-paid as a pipefitter on a project that took place in October 2019 at the Conoco Phillips refinery in Rodeo, California.

7. Plaintiff sent a letter to the Labor and Workforce Development Agency (“LWDA”) on September 14, 2020, providing notice of alleged Labor Code violations. Plaintiff initially filed this action on September 30, 2020 in Alameda County Superior Court and filed the First Amended Complaint (“FAC”) on November 19, 2020. Defendant removed to the United States District Court for Northern District of California on November 25, 2020. In the FAC, Plaintiff asserts that Madison failed to pay at least the minimum wage for all pre-shift and post-shift time worked, failed to provide timely, off-duty 30-minute meal periods, failed to provide accurate, itemized wage statements, and failed to pay all wages due upon termination. Based on that alleged conduct, Plaintiff asserts class claims based on allegations that Defendant violated California Business & Professions Code §§ 17200, *et seq.*, California Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 1197 and 1197.1, and Wage Order 16. Plaintiff also alleges related representative PAGA claims. *See* Docket (“Dkt.”) 1-7.

8. Defendant has denied all of the allegations in their entirety. To date, no court has found any wrongdoing on the part of Defendant or that it otherwise acted improperly or in violation of any state law, rule or regulation, with respect to the issues in the litigation.

9. In an effort to avoid the risk and expense of lengthy litigation, the Parties agreed to attempt mediation relatively early in the course of this action.

Class Counsel’s work litigating and settling this case:

10. Prior to bringing the action, my firm and co-Class Counsel investigated Plaintiff’s legal claims and factual circumstances. The investigation and informal discovery provided Class Counsel with relevant information regarding the legal and factual issues affecting the class and PAGA claims in this case. My firm and co-Class Counsel drafted and filed the initial complaint. After Defendant removed the action to this Court, my firm and co-Class Counsel drafted and filed Plaintiffs’ First Amended Complaint.

11. Relatively early in the litigation, I engaged in discussions with counsel for Defendant regarding possible early settlement. In an effort to avoid the risk and expense of lengthy litigation, the Parties agreed to attend a full-day mediation session with a well-respected

mediator. At the end of the first mediation session, the Parties agreed to obtain and review some additional data and return for a second day of mediation.

12. Prior to the first mediation session, my firm and co-Class Counsel drafted and sent a detailed mediation information request to defense counsel. In response, Defendant provided relevant information and documents related to Plaintiffs' putative class claims, which my firm and co-Class Counsel reviewed and analyzed in advance of the mediation. Additional information was provided by Defendant in advance of the second day of mediation.

13. In preparation for mediation, the Parties exchanged all of the information and data necessary to provide each other with a thorough understanding of their respective legal theories and defenses and to engage in productive settlement negotiations.

14. Among the information that Class Counsel had in connection with the mediations was the following:

(A) The number of Class Members:

- o The number of Class Members did not exceed 425.¹ The Class Period is from September 30, 2016 through September 30, 2021, inclusive.

(B) The number of Qualified Shifts:

- o The estimated total "Qualified Shifts," *i.e.* any work day during which Class Members performed work for Defendant in California during the Class Period (as reflected in Defendant's records of each Class Member's dates of employment and pay records) did not exceed 14,500.²

15. Armed with sufficient information and data, the Parties were able to engage in informed, arms'-length negotiations of possible settlement alternatives and were able to reach a resolution of their dispute. Along with co-Class Counsel, I participated in the two all-day mediation sessions on May 26, 2021 and September 1, 2021 with Steve Pearl, Esq., a well-

¹ It now appears that the total number of Class Members is 377, including Class Members who worked for Defendant more than once during the Class Period.

² The vast majority of these Qualified Shifts were worked during Qualified Pay Periods (*i.e.*, any and all pay periods (as reflected in Defendant's records) during which one or more Aggrieved Employees performed work for Defendant in California during the PAGA Period). There are an estimated 2,814 Qualified Pay Periods.

1 respected mediator with experience mediating wage and hour class actions. Through the
2 mediation negotiations assisted by the mediator, the Parties agreed to settle the entire action.

3 16. Following the mediation, I drafted a detailed, formalized settlement agreement and
4 exhibits and negotiated the language and terms with Defendant's counsel until the Settlement
5 Agreement, setting forth all of the settlement terms, and its exhibits were finalized and executed.
6 All terms of the Parties' Settlement are set forth in the Settlement Agreement, attached hereto as
7 **Exhibit A.**

8 17. On December 29, 2021, Plaintiffs moved for preliminary approval of the
9 settlement. *See* Dkt. 27. My firm drafted and filed the motion for preliminary approval of the
10 proposed class action and supporting papers.

11 18. On January 27, 2022, the Court issued an order requiring the Parties to provide a
12 joint supplemental brief regarding certain issues with the proposed settlement. *See* Dkt. 34. The
13 Parties provided the requested supplemental briefing on February 3, 2022 and revised the Notice
14 to address the Court's concerns. *See* Dkt. 35.

15 19. The Court preliminarily approved the settlement terms set forth in the Settlement
16 Agreement on March 9, 2022. *See* Dkt. 39 (the Court's March 9, 2022 Amended Order Granting
17 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval
18 Order")).

19 20. After the entry of the Preliminary Approval Order, I and other attorneys at my firm
20 have spent time speaking with Class Members and interacting with Defendant's counsel and the
21 Settlement Administrator on notice and settlement administration issues. I, attorneys at my firm,
22 and co-Class Counsel will spend additional time working with the Defendant's counsel, the
23 Settlement Administrator, speaking with Class Members, finalizing this motion, preparing and
24 filing the final approval motion, and preparing for and attending the final fairness hearing.

25 **Preliminary Approval and Notice Process**

26 21. Pursuant to the Court's Preliminary Approval Order, the Class Members are
27 defined as "All current and former hourly on-site employees who worked for Defendant in
28 California during the Class Period. An individual Class Member also may be an Aggrieved

Employee if he or she falls within the 'Aggrieved Employee' definition." The Class Period is defined as September 30, 2016 through September 30, 2021, inclusive. Settlement Class Members are those Class Members who do not submit a timely and valid request for exclusion.

22. The notice procedure set forth in the Settlement Agreement and approved in the Court's Preliminary Approval Order required the Court-approved Settlement Administrator, Simpluris, Inc. ("Simpluris"), to distribute notice of the class settlement through U.S. mail.

23. Simpluris has submitted a declaration providing details of the notice process. The Simpluris Declaration is being filed concurrently herewith. See Declaration of Evelin Reyes of Simpluris, Inc. ("Simpluris Decl."). Simpluris will submit a Supplemental Declaration in connection with the filing of the final approval motion updating the Class Member response to the class notice mailing.

24. Set forth below is a summary of the information contained in the Simpluris Declaration.

25. In accordance with the Preliminary Approval Order (Dkt. 39), Defendant provided the Simpluris with the Class Data. On April 13, 2022, Simpluris mailed the Court-approved Notice of Class and PAGA Action Settlement ("Class Notice") to 377 Class Members.

26. To date, 23 Class Notices have been returned by the Post Office as undeliverable. Simpluris located updated addresses for 17 of the returned Class Notices. Only six Class Notices remain undeliverable. Thus, the Class Notice mailing had a 98% success rate. Any updates to this information will be provided in the Simpluris Supplemental Declaration.

27. Class Members do not have to file a claim to participate in the settlement. All Class Members have 45 days from the date that Simpluris initially mailed the Class Notice to them to opt out of or object to the settlement. The deadline to opt out or object, *i.e.*, the Response Deadline, is May 31, 2022.

28. As of the filing of this declaration, Simpluris has received zero opt-outs from Class Members and no objections. Class Counsel has not received any objections or opt outs. Class Counsel has not received notice that any objections have been submitted to the Court.

29. The Class Notice provided Class Members with information on how to dispute the data regarding hours worked used to calculate individual settlement payments. As of the date of this declaration, Simpluris has not received any disputes from Class Members.

Class Counsel's Assessment of the Fairness of the Settlement:

30. Based on my years of experience and my own independent investigation and evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and it is in the best interests of the Class Members in light of all known facts and circumstances and the expenses and risks inherent in litigation. If the proposed Class is not certified, most Class Members would likely not pursue any individual claims. Moreover, I am familiar with efforts by defendants in other cases to oppose class certification and with class action settlements involving wage and hour issues and have a strong understanding of the trends in both the likelihood of certification and the value of settlements. I also personally have settled multiple class action cases involving alleged unpaid wage, meal period, and termination pay practices. Based on that knowledge, I am of the opinion the Settlement is fair, reasonable, and adequate and is in the best interests of the Class Members.

31. I believe the Maximum Settlement Amount and Net Settlement Amount to be fair and reasonable. After subtracting out the amounts allocated to pay the costs of administration (not to exceed \$9,000), Class Counsels' fees (up to \$195,000) and actual litigation costs (estimated not to exceed \$17,500), the Class Representative Incentive Award/General Release Payment (\$7,500), and the \$20,000 PAGA Payment, all of which are subject to the Court's approval, the Net Settlement Amount is estimated to be \$401,000. The Net Settlement Amount will be distributed to all Settlement Class Members based on the formula set forth in the Settlement Agreement and summarized below.

32. Settlement Class Members, *i.e.*, Class Members who have not submitted a timely and valid request for exclusion, do not need to submit a claim form to receive an Individual Settlement Payment. All Class Members are also Aggrieved Employees and will receive an Individual PAGA Payment.

33. To determine the Individual Settlement Payments, Simpluris will calculate the total number of Qualified Shifts for all Settlement Class Members. The number of Qualified Shifts for each Settlement Class Member then will be divided by the total number of Qualified Shifts for all Settlement Class Members. The result of that division will be the “Payment Ratio” for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio then will be multiplied by the Net Settlement Amount to calculate that Settlement Class Member’s share of the Net Settlement Amount, except that no gross Individual Settlement Payment will be less than \$25. A share of the Net Settlement Amount will be provided only to those individuals who satisfy the definition of Settlement Class Members, *i.e.*, Class Members who do not submit a timely and valid Request for Exclusion.

34. If no Class Members opt out, the average settlement payment will be approximately \$1,063.66 (\$401,000/377) per Settlement Class Member and approximately \$27.66 per shift (\$401,000/14,500). For the reasons explained above, including the various defenses and other risks of litigation, the proposed settlement amount is reasonable under the circumstances.

35. The Settlement Agreement provides all Class Members with the opportunity to request exclusion from the class action settlement or to object to the settlement terms. Class Members will have until the May 31, 2022 Response Deadline, which is 45 days after the date that the Settlement Administrator mailed the Notice. The Class Notice described how Class Members may request exclusion from the settlement or object to the settlement. *See* Simpluris Declaration, Ex. A.

36. The Settlement provides that \$20,000 of the MSA will be allocated to the settlement of the PAGA claims. Of that amount, the Settlement provides that 75%, or \$15,000, will be paid to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code and 25% – or \$5,000 – will be allocated to the Aggrieved Employees, all of whom are also Class Members. The average Individual PAGA Payment is estimated at \$13.26 [\$5,000/377].

1 37. Prosecution of this case resulted in tangible benefits for the Class Members in the
2 following respects. Through this settlement: (1) participating Class Members will receive their
3 recoveries now as opposed to waiting additional time for the same, or possibly a worse, result;
4 (2) participating Settlement Class Members will receive a guaranteed result that compares
5 favorably with other similar class action settlements of this type; and (3) settlement at this
6 juncture will translate into significant savings in Class Counsel’s fees and costs which inevitably
7 would have increased had the case progressed through trial, appeals, etc.

8 38. Notably, Defendant has legal and factual grounds for defending this action,
9 creating significant risk to the Class Members in continuing the litigation. Defendant consistently
10 asserted, for example, that, for the Labor Code § 1194.2 liquidated damages claim and the Labor
11 Code § 203 waiting time penalty claim, a level of willfulness is required to impose liability in
12 connection with both of these claims. Defendant has argued that, before the decision of the
13 California court of appeal in *Gutierrez v. Brand Energy Services of California, Inc.* (2020) 50
14 Cal.App.5th 786, it was uncertain whether the pre-shift time at issue in this case was
15 compensable, thus defeating any argument that Defendant’s actions were willful. Also,
16 Defendant has argued that Section 301 of the federal Labor Management Relations Act
17 (“LMRA”) preempts Plaintiff’s meal break and PAGA claims due to an allegedly valid collective
18 bargaining agreement (“CBA”). *See e.g., Marquez v. Toll Glob. Forwarding*, 804 F. App’x 679,
19 680-81 (9th Cir. 2020) (finding § 301 of the LMRA preempted the plaintiff’s meal period claims,
20 citing *Curtis v. Irwin Industries, Inc.*, 913 F.3d 1146, 1155 (9th Cir. 2019) among other cases;
21 *Radcliff v. San Diego Gas & Elec. Co.*, 519 F. Supp. 3d 743, 748 (S.D. Cal. 2021) (finding that §
22 301 of the LMRA preempted PAGA claims related to alleged overtime and meal period
23 violations), citing *Curtis*, 913 F.3d at 1150, n.3. Defendant argues that meal period claims are
24 statutorily barred under Labor Code § 512(e) due to the alleged CBA. *See e.g., Marquez*, 804 F.
25 App’x at 680-81, citing Lab. Code § 512(e). Further, Defendant has contended that a class action
26 could not be properly maintained because Plaintiff could not satisfy the criteria to certify a class
27 under Federal Rules of Civil Procedure, Rule 23 and that Plaintiffs would lose a contested class
28 certification motion.

39. With regard to the PAGA claims, even if Plaintiff succeeds, there is a substantial risk that the amount of the PAGA penalties awarded will be less than the maximum statutory amount. Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA penalties after trial. In setting the penalties to be assessed, the Court has wide latitude.³ Examples of cases in which the court substantially reduced the PAGA penalties are listed in the Grover Declaration submitted with the Motion for Preliminary Approval (Dkt. 27-1).

40. The settlement offers the Class Members the opportunity to obtain a monetary settlement payment now, avoiding the risks that Defendant might succeed in any of its arguments. For those reasons and the more detailed reasoning explained in the Grover Declaration submitted with the Motion for Preliminary Approval (Dkt. 27-1) regarding the limitations inherent in the unpaid wages claims and the various defenses and other risks of litigation, the settlement is reasonable under the circumstances.

41. Exemplifying the overwhelming support that the absent Class Members have demonstrated for this settlement is the fact no Class Members has thus far chosen to opt out and none have objected to the settlement. The lack of objections and small number of opt-outs, at least as of the date of this filing, speaks volumes about the fairness, reasonableness and adequacy of this settlement.

Suitability for Class Certification for Settlement Purposes:

42. To date, no class has been certified. The Settlement Agreement reached among the Parties provides that they are stipulating to the Court's provisional certification of the Class for purposes of this settlement only.

43. As Class Counsel, I am confident that Plaintiff could successfully prove that this action meets the requirements of class certification; however, I understand that Defendant strongly disagrees.

³ See e.g., *Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d 1058, 1100, 1104 (N.D. Cal. 2019) (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties as the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible).

1 44. The size of the proposed Class is sufficiently numerous to warrant certification.
2 According to Defendant's records, the Class is comprised of 377 current and former employees
3 during the defined Class Period. The proposed settlement Class also is clearly ascertainable as
4 the members from the Class are identifiable from Defendant's employment records. Also, the
5 proposed class definition is tailored to include only those former and current employees who
6 were or are subject to Defendant's conduct, policies and practices that are at issue in this case
7 and their identities are easily ascertainable from Defendant's records.

8 45. The proposed Class Members' claims all stem from a common set of
9 circumstances. All of the proposed Class Members worked for Madison on-site at locations in
10 California and were paid on an hourly basis during the Class Period. Plaintiff alleges that all
11 Class Members were subject to Defendant's uniform practices and policies regarding pay for
12 pre-shift and post-shift work, meal periods, wage statements and termination pay. Those
13 uniform policies and practices are at the core of Plaintiff's allegations that Defendant violated
14 the Labor Code and Business & Profession Code. All Class Members seek the same legal
15 remedies under the same state laws. Under these circumstances, the requirement that common
16 questions of law and/or fact exist among the Class Members is satisfied for purposes of
17 certifying the proposed Class for settlement.

18 46. Plaintiff's claims are typical of those of the proposed Class Members. Like the
19 Class Members, Plaintiff Sica, the proposed Class Representative, worked on-site for Defendant
20 in California, were paid hourly, and were subject to Defendant's alleged uniform wage and meal
21 period policies and practices during the Class Period. Plaintiff's claims thus arise from the same
22 course of conduct from which the proposed Class Members' claims arise.

23 47. Plaintiff also has demonstrated that he will aggressively and competently assert the
24 interests of the Class Members. Plaintiff has retained competent counsel who are experienced in
25 litigating class action claims in the employment context. Neither Plaintiff nor his Counsel have
26 conflicts with any proposed Class Member.

27 48. Common questions of law and fact will predominate in this action. Common
28 questions regarding Defendant's alleged uniform policies and practices pertaining to pre-shift

1 and post-shift pay, meal periods, wage statement, and termination pay will drive the
2 determination of its alleged liability to the proposed Class. The key fact questions, *i.e.*, what
3 were Defendant's policies and practices regarding pre-shift and post-shift pay, meal periods,
4 wage statements and termination pay, and the key legal questions, *i.e.*, whether its conduct under
5 the policies and practices violated Labor Code §§ 201-203, 226, 226.7, 512 or 1194 are common
6 and will drive the resolution of Defendant's alleged liability to the proposed Class.
7 Predominance thus is satisfied for purposes of certifying the Class for settlement.

8 49. A class action is the superior method for adjudicating this case. The proposed
9 Class Members do not have a strong interest in controlling their individual claims. Indeed, the
10 individual prosecution of the claims, if it were to occur, would be identical to and duplicative of
11 the class action litigation. A class action also will resolve many identical claims efficiently at
12 the one time, avoiding a waste of judicial resources and eliminating the possibility of conflicting
13 decisions. Also, the proposed Class includes employees who currently work for Defendant.
14 Prosecuting their claims as part of a class action alleviates the possibility that individuals will
15 choose not to pursue their claims out of fear of retaliation. A class action thus is the superior
16 method for adjudication.

17 **Residual Funds**

18 50. The Settlement provides that Individual Settlement Payment checks mailed out to
19 Settlement Class Members shall be valid for 180 days from the date of issuance. After the 180
20 days, if any Individual Settlement Payment checks remain uncashed, the remaining funds will be
21 distributed to the Parties' selected *cy pres* recipient, subject to the Court's approval. The *cy pres*
22 recipient is Legal Aid at Work, a 501(c)(3) organization that works to assist low-wage workers
23 with legal representation, education and policy advocacy, aiming to enforce and strengthen
24 workers' rights. (<https://legalaidatwork.org>). Counsel for the Parties and Defendant have no
25 connection to proposed *cy pres* recipient.

26 **Class Representative Incentive Award/ General Release Payment:**

27 51. The Settlement also provides the proposed Class Representative, Plaintiff Sica,
28 with a modest \$7,500 Class Representative Service Award/General Release Payment for the

1 risks that he took and the time and effort he expended in prosecuting the claims in this action on
2 behalf of the Class Members.

3 52. It is appropriate to recognize the contributions of the named Plaintiff in
4 prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiff Sica
5 receive a \$7,500 Incentive Award/General Release payment. The named Plaintiff is the
6 settlement Class Representative. He actively and aggressively has represented the Class
7 throughout this litigation. Plaintiff was an essential element in the successful prosecution and
8 ultimate settlement of this case and always was available to provide his input on the litigation,
9 gather evidence, and provide other information that proved critical to the prosecution.

10 53. The proposed service award/general release payment is fair given the amount of
11 time and effort the named Plaintiff spent on assisting in the prosecution of this case and the
12 personal hardship and pressure faced as a result of filing this lawsuit against his former
13 employer. The named Plaintiff has provided a declaration outlining his efforts and time spent on
14 behalf of the Class Members as part of the final approval process.

15 54. The Settlement also provides that, in addition to the Limited Release applicable to
16 all Settlement Class Members, Plaintiff Sica will release his respective individual claims against
17 Defendant in exchange for a General Release payment. The General Release does not apply to
18 or affect the Settlement Class Members. The General Release Payments are included in the
19 \$7,500 Incentive Award amount. The General Release Payment is not preferential treatment
20 because the Settlement Class Members will not be subject to or affected by the General Release.

21 **Class Counsel's Fees and Costs:**

22 55. Class Counsel seeks for an award of attorneys' fees in an amount not to exceed
23 \$195,000, which is 30% of the MSA and less than Class Counsel's actual lodestar. The
24 percentage sought is reasonable because it falls within the Ninth Circuit's usual range of fee
25 awards.⁴ The percentage sought also is reasonable because of the risks Class Counsel undertook

26 _____
27 ⁴ See e.g., *Morrison v. Am. Nat'l Red Cross*, No. 19-cv-02855-HSG, 2021 U.S. Dist. LEXIS 4043,
28 at *24 (N.D. Cal. Jan. 8, 2021), citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir.
2002 (noting that the Ninth Circuit benchmark is 25% and the "usual range" of fee awards is 20-
(Cont'd)

1 in accepting this case given its contingent nature, the quality of the representation provided to
2 the Class, the results achieved, the preclusion of other employment, and the fact that the amount
3 requested is less than Class Counsel's lodestar.

4 56. Through May 16, 2022, attorneys at Keller Grover LLP spent a total of 185.70
5 hours litigating this case. Attorneys at Keller Grover LLP engaged in the following necessary
6 tasks, among others:

- 7 • Interviewed Plaintiff Sica.
- 8 • Researched potential individual, class and representative claims.
- 9 • Drafted the initial complaint and First Amended Complaints.
- 10 • Prepared for and participated in two full-day mediation sessions.
- 11 • Engaged in post-mediation settlement discussions.
- 12 • Drafted the Settlement Agreement and related exhibits.
- 13 • Engaged in detailed discussions with Defense Counsel regarding the terms of the
14 Settlement Agreement and related exhibits.
- 15 • Moved for preliminary approval of the settlement.
- 16 • Prepared with Defendant the joint supplemental brief regarding the settlement.
- 17 • Prepared for hearing on the preliminary approval motion.
- 18 • Worked extensively with the Settlement Administrator on finalizing the notice
19 documents and settlement website.
- 20 • Spoken with Class Members regarding the settlement.
- 21 • Prepared this motion for attorneys' fees, costs and litigation expenses, incentive
22 award/general release payment for the Class Representative, and settlement
23 administration costs.

24
25
26 30%); *Rivas v. BG Retail, LLC*, No. 16-cv-06458-BLF, 2020 U.S. Dist. LEXIS 8712, at *23
27 (N.D. Cal. Jan. 16, 2020) (finding that, although the Ninth Circuit's general benchmark is 25%,
28 "California district courts usually award attorneys' fees in the range of 30-40% in wage and hour
class actions that result in the recovery of a common fund under \$10 million.").

57. Attorneys at my firm and co-Class Counsel expect to spend at least another 20 hours finalizing this motion, preparing the final approval motion, preparing for and attending the final approval hearing, speaking with additional Class Members, and dealing with settlement administration issues, both pre and post final approval. I will file a supplemental declaration as part of the final approval motion updating Class Counsel's hours worked and lodestar.

58. The following chart summarizes the hours expended by Class Counsel at Keller Grover LLP in connection with this litigation through May 16, 2022.

NAME	POSITION	BAR ADMISSION	RATE	HOURS ⁵	BILLING
Eric A. Grover	Partner	1988	\$950	64.90	\$61,655
Elizabeth Acevedo	Sr. Associate	2003	\$675	28.80	\$19,440
Robert Spencer	Sr. Associate	2005	\$675	78.30	\$52,852.50
Adrian Barnes	Of Counsel	2007	\$650	13.70	\$8,905
Total Lodestar:					\$142,852.50

59. The rates used to calculate our attorneys' fees in this case are our current 2021 rates. My partner and I periodically establish hourly rates for all billable personnel in my firm. We set the rates based on our regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, we obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. We set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher

⁵ In an exercise of billing judgment, certain time entries have been rounded down and other time entries eliminated. Attorney time records are attached hereto as **Exs. B-E**.

1 or most aggressive end of the spectrum despite our belief that our work product and efficiency
2 and general quality of representation is at the upper end of that continuum.

3 60. My reasonable hourly rate for this matter is \$950 per hour. This rate is based on
4 my 34 years of experience and substantial involvement in class actions, including serving as lead
5 or co-lead counsel in scores of employment, consumer, and privacy class and representative
6 actions.

7 61. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern
8 California Gould School of Law and, throughout her career, has represented plaintiffs in
9 employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller
10 Grover for approximately 12 years through 2019 and continued to work for the firm in an Of
11 Counsel capacity until she recently returned to the firm. Ms. Acevedo's current reasonable
12 hourly rate is \$675.

13 62. Robert W. Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los
14 Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in
15 representing plaintiffs in consumer, privacy, and employment class and representative actions.
16 Mr. Spencer's current reasonable hourly rate is \$675.

17 63. Adrian Barnes, Esq. is a 2007 graduate of Columbia Law School and has spent
18 many years representing the interest of employees and union members in labor and employment
19 cases. Mr. Barnes' current reasonable hourly rate is \$650.

20 64. Class Counsel's rates are in line with Bay Area attorney rates. Recent Northern
21 District case law describing hourly rates by comparable attorneys in similar complex class
22 actions supports that Plaintiffs' Counsel's fee request is within the range of the Bay Area market.
23 *See e.g., Morrison v. Am. Nat'l Red Cross*, No. 19-cv-02855-HSG, 2021 U.S. Dist. LEXIS 4043,
24 at *21 (N.D. Cal. Jan. 8, 2021) (recognizing as reasonable rates between \$275 and \$1,600 in
25 cases involving Bay Area counsel experienced in complex employment class actions), *Acosta v.*
26 *Frito-Lay, Inc.*, No. 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75998, at *37-39 (N.D. Cal. May
27 14, 2018) (finding rates in wage and hour class action between \$330 and \$890 to be reasonable);
28 *Nitsch v. DreamWorks Animation SKG Inc.*, No. 14-cv-04062-LHK, 2017 U.S. Dist. Lexis

86124, at *32-33 (N.D. Cal. June 5, 2017) (finding rates of lead counsel between \$870 and \$1,200 per hour reasonable and rates between \$275 and \$750 for other counsel to be reasonable); *O'Bannon v. NCAA*, No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at *14 (N.D. Cal. July 13, 2015) (finding similar range of hourly rates in 2015 from \$985 to \$250 for class counsel experienced in complex class actions to be reasonable).

65. The following cases looking at rates between six and nine years ago also supported Class Counsel's rates: *Steinfeld v. Discover Fin. Servs.*, No. C 12-01118 JSW, 2014 U.S. Dist. LEXIS 48540, at *4-5 (N.D. Cal. Mar. 31, 2014) (finding similar range of hourly rates (from \$725 to \$415) for class counsel experienced in complex consumer class actions to be reasonable and comparable to rates of attorneys doing similar work in the Bay Area community); *Vedachalam v. Tata Consulting Serv. Ltd.*, No. C 06-0963 CW, 2013 U.S. Dist. LEXIS 100796, at *8 (N.D. Cal. July 18, 2013) (finding similar range of hourly rates (from \$725 to \$425) of class counsel experienced in complex employment and consumer class actions to be reasonable and comparable to rates charged by other attorneys in the field); *Bolton v. U.S. Nursing Corp.*, No. C 12-4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15 (N.D. Cal. Oct. 18, 2013) (approving similar range of hourly rates (from \$725 to \$395) in complex class action); *Greko v. Diesel U.S.A., Inc.*, No. 10-CV-02576 NC, 2013 U.S. Dist. LEXIS 60114, at *35 (N.D. Cal. Apr 26, 2013) (approving similar range of hourly rates (from \$700 to \$300) for attorneys experienced in employment class action field); *Wren v. RGIS Inventory Specialists*, 2011 U.S. Dist. LEXIS 38667, at *52-62 (N.D. Cal. Apr. 1, 2011) (approving similar range of hourly rates (from \$725 to \$250) in complex employment class action, citing the multiple declarations by counsel and other Bay Area plaintiffs' attorneys who affirmed the rates were at market).

66. Keller Grover's lodestar through May 16, 2022 is \$142,852.50. The lodestar of Co-Class Counsel Scot D. Bernstein through April 26, 2022 is \$73,245.

67. The combined lodestar of Keller Grover and Law Offices of Scot D. Bernstein, A Professional Corporation through May 16, 2022 is \$216,097.50. The expected final lodestar for Class Counsel will exceed \$230,000.

1 68. Contingent Nature of Case and Risk to Counsel: This case was taken on a
2 contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type
3 of litigation can be quite a burden.

4 69. Even with my extensive experience litigating wage and hour cases, prosecuting
5 these cases still carries a considerable amount of risk. This case involved significant uncertainty
6 and risk in not prevailing on the merits or in obtaining class certification. Even if Plaintiff
7 succeed at class certification and at trial, there also would be no guarantee of success in any
8 subsequent appeals. Taking those factors into account, Class Counsel believes the Net Settlement
9 Amount to be fair and reasonable.

10 70. Continued litigation of this action presents significant risks that this action would
11 result in a lower recovery or no recovery at all.

12 71. Quality of Representation and Results Achieved: The nature of class and
13 representative action work and the expertise of the attorneys in my firm also justify our hourly
14 rates as well. I and the attorneys who worked on this case have expertise in representing
15 employees in similar representative and class actions based on wage and hour violations and
16 have provided the Class with an exceptional quality of representation.

17 72. Because of that experience, we were able to resolve the action fairly and obtain
18 significant monetary benefits for the Settlement Class Members. If no Class Member opts out,
19 Settlement Class Members will receive, on average, an Individual Settlement Payment of
20 \$1,063.66. The success achieved by the Settlement supports Class Counsel's fee request.

21 73. Preclusion of Other Work: A practice like ours can only properly litigate a limited
22 number of class action cases at one time. Had we not reached a settlement with Defendant, the
23 demands of litigating this case would have continued to require a significant portion of our
24 resources. Thus, we were precluded from taking other cases due to the demands of this case.

25 74. Class Counsel is requesting a fee award that is supported by a lodestar review and
26 applicable case law. My experience in representative and class actions as well as my review of
27 fee awards in similar actions support my conclusion that the fee request is reasonable and in line
28 with the common practice in this type of case.

Class Counsel's Costs:

75. Keller Grover's costs to date are \$8,683.44 and include filing fees, courier charges, legal research fees, mileage, meals, postage, and mediation fees. A true and correct copy of an itemized list of costs incurred by Keller Grover to date in this action is attached hereto as **Exhibit F.**

76. Co-Class Counsel has incurred \$6,419.10 in actual costs litigating this action, as set forth in the Bernstein Declaration that is being filed concurrently.

77. Based on past experience, Keller Grover expects to incur approximately \$250 in additional costs through the remainder of this case.

78. In total, Class Counsel is therefore seeking the Court's approval of \$15,352.54 in costs.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed on this 17th day of May 2022, at San Francisco, California.

/s/ *Eric A. Grover*
ERIC A. GROVER

EXHIBIT A

1 ERIC A. GROVER (SBN 136080)
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18 Attorneys for Plaintiff
19 FRANK SICA

20 [Additional Counsel on Following Page]

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

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

26 Plaintiffs,

27 v.

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

Defendants.

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

CLASS ACTION

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

1 THOMAS M. MCINERNEY (SBN 162055)

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17 Attorneys for Defendant

18 MADISON INDUSTRIAL SERVICES TEAM, LTD.

1 IT IS HEREBY STIPULATED, by and between Plaintiff Frank Sica (“Plaintiff”),
2 individually and on behalf of the Settlement Class, and Defendant Madison Industrial Services
3 Team, Limited Partnership (“Defendant”), and subject to approval by the Court, that the Action is
4 hereby compromised and settled under the terms and conditions set forth in this Joint Stipulation
5 of Class Action and PAGA Settlement and Release of Claims (the “Stipulation”) and that the
6 Court shall make and enter judgment subject to the definitions, recitals and terms set forth in this
7 Stipulation.

8 **I. DEFINITIONS**

9 A. “Action” shall mean the civil action entitled *Frank Sica v. Madison Industrial Services*
10 *Team, Limited Partnership*, filed on September 30, 2020 in Alameda County Superior
11 Court, Case No. RG20076869, and removed to the United States District Court for the
12 Northern District of California on November 25, 2020 and assigned Case No. 4:20-cv-
13 08347-KAW.

14 B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint Stipulation of
15 Class Action and PAGA Settlement and Release of Claims.

16 C. “Aggrieved Employees” means all current and former hourly on-site employees who
17 worked for Defendant in California at any time during the PAGA Period. All individual
18 Aggrieved Employee are also Class Members.

19 D. “Aggrieved Employee Data” means information regarding Aggrieved Employees that
20 Defendant will compile from its available, existing, electronic records and will provide to
21 the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and
22 shall include all of the following information: (i) each Aggrieved Employee’s full name;
23 (ii) each Aggrieved Employee’s last-known address; (iii) each Aggrieved Employee’s
24 Social Security and Employee ID numbers; and (iv) the number of pay periods worked by
25 each Aggrieved Employee during the PAGA Period.

26 E. “Class Counsel” means the attorneys of record for the Class Representatives and Class
27 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market
28

Street, San Francisco, California 94103, and Scot Bernstein of Law Offices of Scot D. Bernstein, A Professional Corporation, 101 Parkshore Drive, Suite 100, Folsom, California 95630.

F. “Class Counsel Award” means an award of attorneys’ fees, expenses, and litigation costs granted to Class Counsel and paid from the Maximum Settlement Amount in recognition of their efforts and risks in prosecuting the Action.

G. “Class Data” means information regarding Class Members that Defendant will compile from its available and existing electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all of the following information: (i) each Class Member’s full name; (ii) each Class Member’s last-known address; (iii) each Class Member’s Social Security and Employee ID numbers; and (iv) the number of shifts worked by each Class Member during the Class Period.

H. “Class Members” means all current and former hourly on-site employees who worked for Defendant in California during the Class Period. An individual Class Member also may be an Aggrieved Employee if he or she falls within the “Aggrieved Employee” definition.

I. “Class Period” shall mean the time period from and including September 30, 2016 through September 30, 2021.

J. “Class Representative Incentive Award/General Release Payment” means the amount that the Court authorizes to be paid to Plaintiff from the Maximum Settlement Amount, in addition to his Individual Settlement Payment and Individual PAGA Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

K. “Class Representative” means the named Plaintiff Frank Sica.

L. “Complaint” means the operative First Amended Class Action Complaint filed by Plaintiff on November 19, 2020.

M. “Court” means the United States District Court for the Northern District of California.

N. “Defendant” means Madison Industrial Services Team, Limited Partnership.

- 1 O. "Defense Counsel" means Thomas M. McInerney and Shayna E. Dickman of Ogletree,
2 Deakins, Nash, Smoak & Stewart, P.C., One Embarcadero Center, Suite 900, San
3 Francisco, California 94111.
- 4 P. "Effective Date" shall be the later of the following: (a) if there are no objections submitted,
5 entry by the Court of the Final Approval Order, or (b) if there are objections to the
6 settlement, thirty-five (35) calendar days after the Court enters a final approval order and
7 judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding
8 opposing the Court's final approval order approving the settlement has been filed, five (5)
9 business days after any appeal, writ, or other appellate proceedings opposing the settlement
10 have been finally and conclusively dismissed with no right to pursue further judicial
11 remedies or relief.
- 12 Q. "Final Approval Order" means the Court's order granting final approval of the Settlement.
- 13 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee
14 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
15 Payment and an Individual PAGA Payment will receive one check incorporating both
16 amounts.
- 17 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
18 Amount to each Settlement Class Member. An individual who is entitled to both an
19 Individual Settlement Payment and an Individual PAGA Payment will receive one check
20 incorporating both amounts.
- 21 T. "LWDA" means the California Labor & Workforce Development Agency.
- 22 U. "LWDA Payment" means the 75% of the \$20,000 PAGA Payment (i.e., \$15,000) that will
23 be paid to the LWDA pursuant to PAGA.
- 24 V. "Maximum Settlement Amount" means \$650,000 plus the employer's share of the payroll
25 taxes, which sum includes all payments contemplated by this Agreement, including but not
26 limited to the Individual Settlement Payments, the Class Representative Incentive
27 Award/General Release Payments, the Class Counsel Award, the PAGA Payment, and the
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1 Settlement Administration Costs. This is a non-reversionary Settlement. Other than as
2 provided in Paragraph III.K.2.(a).(3), in no event shall Defendant be liable for more than
3 the Maximum Settlement Amount of \$650,000 plus the employer's share of the payroll
4 taxes under this Agreement.

5 W. "Net Settlement Amount" means the Maximum Settlement Amount minus the sum of the
6 Class Representative Incentive Award/General Release Payment (\$7,500), the Class
7 Counsel Award (estimated to be \$195,000 in fees and no more than \$17,500 in costs), the
8 PAGA Payment (\$20,000), and the Settlement Administration Costs (estimated to be no
9 more than \$7,000), resulting in a Net Settlement Amount of an estimated \$403,000.

10 X. "Notice of Class and PAGA Action Settlement" means the notice substantially similar to
11 the notice attached to this Stipulation as **Exhibit 1**, which will be mailed in an envelope
12 containing language substantially similar to the exemplar envelope attached to this
13 Stipulation as **Exhibit 2**.

14 Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor
15 Code §§ 2698, *et seq.*

16 Z. "PAGA Payment" means the \$20,000 portion of the Maximum Settlement Amount that is
17 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$5,000) of
18 which will be paid to the Aggrieved Employees and 75% (\$15,000) of which will be paid
19 to the LWDA.

20 AA. "PAGA Period" means the time period from and including September 14, 2019 through
21 September 30, 2021.

22 BB. "PAGA Released Claims" means all allegations and claims for PAGA civil penalties based
23 on any and all underlying Labor Code violations alleged in the operative Complaint or in
24 Plaintiff's letter to the LWDA dated September 14, 2020.

25 CC. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
26 Plaintiff or Defendant, individually.

27 DD. "Plaintiff" shall mean the named Plaintiff Frank Sica.
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1 EE. "Preliminary Approval Date" means the date on which the Court enters an order granting
2 preliminary approval of the Settlement.

3 FF. "Preliminary Approval Order" means an order granting preliminary approval of the
4 Settlement.

5 GG. "Payment Ratio – Aggrieved Employee" means the respective number of Qualified Pay
6 Periods for each Aggrieved Employee divided by the total number of Qualified Pay
7 Periods for all Aggrieved Employees.

8 HH. "Payment Ratio – Class Member" means the respective number of Qualified Shifts worked
9 for by Settlement Class Member divided by the total number of Qualified Shifts worked by
10 all Settlement Class Members.

11 II. "Qualified Pay Periods" means and includes any and all pay periods (as reflected in
12 Defendant's records) during which one or more Aggrieved Employees performed work for
13 Defendant in California during the PAGA Period.

14 JJ. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will be set
15 up by the Settlement Administrator and into which the Maximum Settlement Amount shall
16 be deposited and from which disbursements shall be made.

17 KK. "Qualified Shift" means and includes any work day during which Class Members
18 performed work for Defendant in California during the Class Period (as reflected in
19 Defendant's records of each Class Member's dates of employment and pay records).

20 LL. "Released Claims" means and includes all claims against the Released Parties arising
21 between September 30, 2016 and September 30, 2021, inclusive, under state, federal, or
22 local law, whether statutory, arising out of the claims expressly pleaded in the operative
23 First Amended Complaint on file in the Action (i.e., Labor Code §§ 201, 202, 203, 204b,
24 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197.1, 1198, and 1199, and Business &
25 Professions Code §§ 17200, *et seq.* claims based on alleged violations of these Labor Code
26 provisions) and all other claims, such as those under the California Labor Code, Wage
27 Orders, regulations, and/or other provisions of law, that could have been pleaded based on
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1 the facts pleaded in the First Amended Complaint, together with interest, fees, and costs
2 related to those claims. The Release Period for the Released Claims shall be the same as
3 the Class Period, i.e., the time period from and including September 30, 2016 through
4 September 30, 2021.

5 MM. "Released Parties" shall mean Defendant Madison Industrial Services Team, Limited
6 Partnership and all of Defendant's parent companies, subsidiaries, divisions, concepts,
7 related or affiliated companies and its or their shareholders, officers, directors, employees,
8 agents, attorneys, insurers, re-insurers, predecessors- or successors-in-interest, and assigns,
9 and any individual or entity that could be liable for any of the Released Claims.

10 NN. "Response Deadline" means the date 45 calendar days after the Settlement Administrator
11 first mails the Notice of Class and PAGA Action Settlement to Class Members and is the
12 last date on which Class Members may submit Requests for Exclusion or a Notice of
13 Objection to the Settlement. Only Class Members may submit Requests for Exclusion or
14 Notices of Objection to the Settlement. Aggrieved Employees who are not also Class
15 Members shall have no right to submit Requests for Exclusion or Notices of Objection to
16 the Settlement.

17 OO. "Settlement" means the disposition of the Action pursuant to this Agreement.

18 PP. "Settlement Administrator" means Simpluris, Inc.

19 QQ. "Settlement Class Members" means all Class Members who do not submit a valid Request
20 for Exclusion. All Settlement Class Members will automatically receive an Individual
21 Settlement Payment without the need to submit a claim form. Settlement Class Members
22 will release all of the Released Claims and be bound by all terms of the Settlement and any
23 final judgment entered in this Action.

24 II. RECITALS

25 A. Class Certification. The Parties stipulate and agree to certification for purposes of this
26 Settlement only. This Agreement is subject to approval by the Court and is made for the
27 sole purpose of consummating settlement of the Action. Should the Settlement not
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1 become final and effective as provided herein, class certification shall immediately be set
2 aside and the Settlement Class immediately decertified, subject to further proceedings on
3 the motion of any party to certify or deny certification thereafter. The Parties' willingness
4 to stipulate to class certification as part of the Settlement shall have no bearing on, and
5 shall not be admissible in or considered in connection with, the issue of whether a class
6 should be certified in a non-settlement context in this Action and shall have no bearing on,
7 and shall not be admissible or considered in connection with, the issue of whether a class
8 should be certified in any other lawsuit.

9 B. Procedural History. On September 14, 2020, Plaintiff sent a letter to the LWDA. On
10 September 30, 2020, Plaintiff filed his putative class and representative action complaint in
11 Alameda Superior Court. Plaintiff filed the operative First Amended Complaint
12 ("Complaint") on November 19, 2020 alleging 10 causes of action for: 1) unfair business
13 practices; 2) unpaid minimum wages and liquidated damages; 3) unpaid minimum wages
14 (PAGA); 4) failure to provide meal periods; 5) failure to provide meal periods (PAGA); 6)
15 failure to provide accurate itemized wage statements; 7) failure to provide accurate
16 itemized wage statements (PAGA); 8) Labor Code §§ 201-203; 9) Labor Code §§ 201-203
17 (PAGA); and 10) Labor Code § 204b (PAGA). Defendant filed an answer with a general
18 denial of allegations on November 25, 2020.

19 C. Settlement Negotiations. The Parties participated in two private mediation sessions with
20 respected mediator Steve Pearl, Esq. and engaged in good faith, arms-length settlement
21 negotiations. As part of the process, the Parties exchanged the information necessary to
22 engage in productive settlement negotiations. The negotiations resulted in the Settlement
23 described in this Stipulation to resolve this Action in its entirety.

24 D. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
25 recognize the expense and length of continued proceedings that would be necessary to
26 litigate their disputes through trial and through any possible appeals. Plaintiff also has
27 taken into account the uncertainty and risks regarding the outcome of further litigation and
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1 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
2 are aware of the burdens of proof necessary to establish liability for the claims asserted in
3 the Action, both generally and in response to Defendant's defenses thereto, and the
4 difficulties in establishing damages and civil penalties for the Class Members and
5 Aggrieved Employees. Based on those factors, Plaintiff and Class Counsel have
6 determined that the terms set forth in this Agreement represent a fair, adequate, and
7 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
8 the Aggrieved Employees.

9 E. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
10 this litigation would be protracted and expensive for all Parties. Substantial amounts of
11 Defendant's time and resources have been and, unless this Settlement is made, will
12 continue to be devoted to the defense of the claims asserted by Plaintiffs, Class Members,
13 and the Aggrieved Employees. In reaching its decision to enter into this Settlement,
14 Defendant also has taken into account the risks of further litigation. Defendant denies each
15 of the allegations and claims asserted against it in the Action. Despite continuing to
16 contend that it is not liable for any of the claims that Plaintiff has asserted, Defendant
17 nonetheless has agreed to settle in the manner and upon the terms set forth in this
18 Agreement to put to rest the claims asserted in the Action.

19 F. Class Members' Claims. The Class Representative contends that the allegations have
20 merit and give rise to liability on Defendant's part. This Agreement is a compromise of
21 disputed claims. The monies being paid as part of the Settlement are genuinely disputed
22 and the Parties agree that the provisions of California Labor Code § 206.5 are not
23 applicable to this Settlement. Because there is a good faith dispute as to whether any
24 wages are due, the release of claims does not violate California Labor Code § 206.5, which
25 provides in pertinent part as follows:

26 An employer shall not require the execution of any release of any claim or
27 right on account of wages due or to become due, or made as an advance on
28 wages to be earned, unless payment of such wages has been made.

1 Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to
2 in this Agreement, and no action taken to carry out this Agreement may be construed or
3 used as an admission by or against the Class Members or Class Counsel regarding the
4 merits or lack of merit of the claims asserted.

5 G. Aggrieved Employees' Claims. Plaintiff contends that the PAGA allegations have merit
6 and give rise to liability on the part of Defendant. This Agreement is a compromise of
7 disputed claims. The monies being paid as part of the settlement are genuinely disputed
8 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
9 settlement. Nothing contained in this Agreement, no documents referred to in this
10 Agreement and no action taken to carry out this Agreement may be construed or used as an
11 admission by or against the Aggrieved Employees or Class Counsel as to the merits or lack
12 of merit of the claims asserted.

13 H. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
14 Released Claims have no merit and do not give rise to liability. This Agreement is a
15 compromise of disputed claims. The monies being paid as part of the Settlement are
16 genuinely disputed and the Parties agree that the provisions of California Labor Code §
17 206.5 are not applicable to this Settlement. Because there is a good faith dispute as to
18 whether any wages are due, the release of claims does not violate California Labor Code §
19 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement,
20 and no action taken to carry out this Agreement may be construed or used as an admission
21 by or against Defendant as to the merits or lack of merit of the claims asserted.

22 **III. TERMS OF AGREEMENT**

23 A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums
24 specified in this Agreement, i.e., the Maximum Settlement Amount. Other than as
25 provided in Paragraph III.K.2.(a).(3), in no event shall Defendant be required to pay more
26 than the Maximum Settlement Amount (plus the employer's share of the payroll taxes).

1 B. Limited Release By All Settlement Class Members. As of the Effective Date, in exchange
2 for the consideration set forth in this Agreement, Plaintiff and the Settlement Class
3 Members will release the Released Parties from the Released Claims for the Class Period.
4 Plaintiff and the Settlement Class Members may hereafter discover facts or legal
5 arguments in addition to or different from those they now know or currently believe to be
6 true with respect to the claims, causes of action and legal theories of recovery in this
7 Action which are the subject matter of the Released Claims. Nonetheless, the discovery of
8 new facts or legal arguments shall in no way limit the scope or definition of the Released
9 Claims, and by virtue of this Agreement, Plaintiff and Settlement Class Members shall be
10 deemed to have, and, by operation of the final judgment approved by the Court shall have,
11 fully, finally, and forever settled and released all of the Released Claims as defined in this
12 Agreement.

13 C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange
14 for the consideration set forth in this agreement, Plaintiff make the additional following
15 general release of all claims, known or unknown: Plaintiff releases Defendant and the
16 Released Parties, from all claims, demands, rights, liabilities and causes of action of every
17 nature and description whatsoever, known or unknown, asserted or that might have been
18 asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
19 regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's
20 employment with Defendant through the end of the Release Period as well as any and all
21 acts or omissions by or on the part of Defendant through the end of the Release Period.
22 (The release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's
23 General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates
24 and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly
25 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
26 benefits of Section 1542 of the California Civil Code, or any other similar provision under
27 federal or state law, which provides:
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1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
2 **THAT THE CREDITOR OR RELEASING PARTY DOES**
3 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
4 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
 AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE
 MATERIALLY AFFECTED HIS OR HER SETTLEMENT
 WITH THE DEBTOR OR RELEASED PARTY.

5 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement
6 are found hereafter to be other than or different from the facts now believed to be true, the
7 release of claims contained in the Plaintiff's General Release shall be effective as to all
8 unknown claims.

9 D. PAGA Release: As of the Effective Date, Plaintiff, individually and as representative
10 acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency,
11 in this Action, agrees to release the Released Parties of and from any and all claims for
12 civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private
13 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the operative
14 Third Amended Complaint for the PAGA Period, i.e., the "PAGA Released Claims." To
15 avoid and prevent doubt, the Parties agree that this Agreement and the judgment to be
16 entered by the Court following approval of this settlement forever bars Plaintiff and the
17 LWDA, directly or through any other proxy or agent, from any future prosecution of any
18 of the PAGA Released Claims against any of the Released Parties.

19 E. Conditions Precedent: This Settlement will become final and effective only upon the
20 occurrence of all of the following events:
21 1. The Court enters a Preliminary Approval Order granting preliminary approval to the
22 Settlement;
23 2. The Court enters a Final Approval Order and a judgment;
24 3. The final Effective Date occurs; and
25 4. Defendant does not invoke its right to revoke the Settlement as described in
26 Paragraph III.R herein.

1 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
2 final approval of this Agreement with prejudice, the Settlement fails to become effective,
3 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
4 prohibits Defendant from obtaining a complete resolution of the claims as described
5 herein:

- 6 1. This Agreement shall be void *ab initio* and of no force or effect, and shall not be
7 admissible in any judicial, administrative or arbitral proceeding for any purpose or
8 with respect to any issue, substantive or procedural; and
- 9 2. The conditional class certification (obtained for any purpose) shall be void *ab initio*
10 and of no force or effect, and shall not be admissible in any judicial, administrative or
11 arbitral proceeding for any purpose or with respect to any issue, substantive or
12 procedural; and
- 13 3. None of the Parties to this Settlement will be deemed to have waived any claims,
14 objections, defenses or arguments in the Action.

15 G. Certification of the Settlement Class. The Parties stipulate to conditional class certification
16 of the Settlement Class for the Class Period for purposes of settlement only as follows:

- 17 1. Plaintiff Frank Sica shall be appointed as Class Representative.
- 18 2. The Parties stipulate that Eric A. Grover and Robert W. Spencer of Keller Grover
19 LLP and Scot Bernstein of Law Offices of Scot D. Bernstein, A Professional
20 Corporation shall be appointed as Class Counsel.
- 21 3. In the event that the Court denies preliminary or final approval of this Settlement
22 Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or
23 modified by the Court, or in any way prevents or prohibits Defendant from obtaining
24 a complete resolution of the claims as described herein, the conditional class
25 certification (obtained for any purpose) shall be void *ab initio* and of no force or
26 effect, and shall not be admissible in any judicial, administrative or arbitral
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1 proceeding for any purpose or with respect to any issue, substantive or procedural.

2 H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of

3 the payments called for by this Stipulation, and Plaintiff, Settlement Class Members,

4 Aggrieved Employees and Defendant are not relying on any statement or representation by

5 the Parties in this regard. Plaintiff and Settlement Class Members understand and agree

6 that they will be responsible for the payment of their respective portions of any taxes and

7 penalties assessed on the Class Representative Incentive Award/General Release Payment,

8 Individual Settlement Payments, and Individual PAGA Payments described in this

9 Stipulation and will be solely responsible for any penalties or other obligations resulting

10 from their personal tax reporting of all such payments.

11 I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class

12 Members, acknowledges and agrees that: (1) no provision of this Agreement, and no

13 written communication or disclosure between or among the Parties or their attorneys and

14 other advisers, is or was intended to be, nor shall any such communication or disclosure

15 constitute or be construed or be relied upon as, tax advice within the meaning of United

16 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the

17 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal

18 and tax counsel for advice (including, as to tax counsel, tax advice) in connection with this

19 Agreement, (b) has not entered into this Agreement based upon the recommendation of any

20 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon

21 any communication or disclosure by any attorney or adviser to any other party to avoid any

22 tax penalty that may be imposed on the acknowledging party, and (3) no attorney or

23 adviser to any other Party has imposed any limitation that protects the confidentiality of

24 any such attorney's or adviser's tax strategies (regardless of whether such limitation is

25 legally binding) upon disclosure by the acknowledging party of the tax treatment or tax

26 structure of any transaction, including any transaction contemplated by this Agreement.

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1 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
2 Court a Motion for Preliminary Approval and supporting papers, which shall include this
3 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
4 least five court days before filing the documents.

5 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
6 Settlement Administrator is bound to all of the terms, conditions, and obligations described
7 in this Settlement Agreement. Among these obligations, the Settlement Administrator
8 shall have sole and exclusive responsibility for calculating Individual Settlement Payments
9 and Individual PAGA Payments; processing and transmitting payments to the Class
10 Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved
11 Employees; printing the Notice of Class and PAGA Action and PAGA Settlement and
12 mailing it to the Class Members and Aggrieved Employees as directed by the Court;
13 receiving, processing, and reporting Requests for Exclusion and Notices of Objection;
14 sending a postcard reminder to Settlement Class Members and Aggrieved Employees 30
15 days before the check void date; distributing tax forms; providing declaration(s) as
16 necessary in support of preliminary and/or final approval of this Agreement; and such
17 other tasks as the Parties mutually agree or the Court orders the Settlement Administrator
18 to perform. The Settlement Administrator shall keep the Parties timely apprised of the
19 performance of all of the Settlement Administrator's responsibilities. Defendant and
20 Defense Counsel shall have no responsibility for validating or ensuring the accuracy of the
21 Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defense
22 Counsel shall not bear any responsibility for errors or omissions in the calculation or
23 distribution of Individual Settlement Payments, Individual PAGA Payments or any other
24 distribution of monies contemplated by this Agreement.

25 L. Notice Procedure.

26 1. Class Data and Aggrieved Employee Data. No later than 21 calendar days after the
27 Preliminary Approval Date and only after Defendant receives sufficient and
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1 reasonable assurance that the Settlement Administrator will maintain the
2 confidentiality of the Class Data and the Aggrieved Employee Data, Defendant shall
3 provide the Settlement Administrator with the Class Data and Aggrieved Employee
4 Data for purposes of preparing and mailing the Notice of Class and PAGA Action
5 Settlement to Class Members and the Notice of PAGA Settlement to Aggrieved
6 Employees, as well as undertaking its other obligations. The Settlement
7 Administrator shall be obligated to keep the Class Data and Aggrieved Employee
8 Data confidential and shall take reasonable and necessary precautions to maintain the
9 confidentiality of the data. The Settlement Administrator shall not distribute or use
10 the Class Data, Aggrieved Employee Data or any information contained therein for
11 any purpose other than to administer this settlement.

12 2. Notice of Class Action and PAGA Settlement.

13 a) The Notice of Class and PAGA Action Settlement shall be in a form
14 substantially similar to the form attached to this Stipulation as **Exhibit 1**. The
15 Notice of Class and PAGA Action Settlement shall instruct Class Members and
16 Aggrieved Employees to keep the Settlement Administrator apprised of their
17 current mailing addresses, to which the Settlement Payments will be mailed
18 following the Effective Date. The Notice of Class and PAGA Action
19 Settlement shall set forth the release to be given by Settlement Class Members
20 in exchange for an Individual Settlement Payment.

21 b) The Notice of Class and PAGA Action Settlement shall be individualized by
22 inclusion of each Class Member's number of Qualified Shifts and Qualified Pay
23 Periods and the Settlement Administrator's calculation of each Class Member's
24 estimated gross Individual Settlement Payment if that Class Member does not
25 request exclusion from the Settlement and each Aggrieved Employee's
26 estimated Individual PAGA Payment.

1 3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved Employee
2 Data, the Settlement Administrator will perform a search based on the National
3 Change of Address Database to update and correct any known or identifiable address
4 changes. No later than 14 calendar days after receiving the Class and Aggrieved
5 Employee Data from Defendant as provided in this Stipulation, the Settlement
6 Administrator shall mail copies of the Notice of Class and PAGA Action Settlement
7 to all Class Members and Aggrieved Employees via regular First Class U.S. Mail.
8 The Settlement Administrator shall exercise its best judgment to determine the
9 current mailing address for each Class Member and Aggrieved Employee. The
10 address identified by the Settlement Administrator as the current mailing address
11 shall be presumed to be the best mailing address for each Class Member and
12 Aggrieved Employee.

13 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
14 returned to the Settlement Administrator as not having been delivered on or before
15 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
16 no forwarding address is provided, the Settlement Administrator promptly shall
17 attempt to determine a correct address by lawful use of skip-tracing and by other
18 searches using the name, address and Social Security number of the Class Member or
19 Aggrieved Employee involved and, if another mailing address is identified by the
20 Settlement Administrator, then shall perform a re-mailing to that Class Member or
21 Aggrieved Employee. In addition, if any Notices of Class and PAGA Action
22 Settlement that are addressed to Class Members or Aggrieved Employees who are
23 employed by Defendant at the time of mailing are returned to the Settlement
24 Administrator as non-delivered and no forwarding address is provided, the
25 Settlement Administrator shall so notify Defendant. Defendant then will request that
26 the currently-employed Class Member or Aggrieved Employee provide a corrected
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1 address and will transmit to the Administrator any corrected address provided by the
2 Class Member or Aggrieved Employee.

3 5. Disputes Regarding Qualified Shifts. A Class Member who disagrees with the
4 number of Qualified Shifts stated on that Class Member's Notice of Class and PAGA
5 Action Settlement will have the opportunity to provide documentation and/or an
6 explanation to show a different number of shifts having been worked during the
7 Class Period. If there is a dispute, the Settlement Administrator will consult with the
8 Parties to determine whether an adjustment is warranted. The Settlement
9 Administrator shall determine the eligibility for, and the amounts of, any Individual
10 Settlement Payments under the terms of this Agreement. The Settlement
11 Administrator's determination of the eligibility for and the amount of any Individual
12 Settlement Payment shall be binding upon the Settlement Class Member and the
13 Parties.

14 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
15 Settlement Administrator concerning the administration of the Settlement will be
16 resolved by the Court under the laws of the State of California. Before any such
17 involvement of the Court, counsel for the Parties will confer in good faith to resolve
18 the disputes without the need to involve the Court.

19 7. Requests for Exclusion.

20 a) The Notice of Class and PAGA Action Settlement shall state that Class
21 Members who wish to exclude themselves from the class action Settlement
22 must submit a written Request for Exclusion by the Response Deadline to the
23 address provided in the Notice of Class and PAGA Action Settlement. The
24 written Request for Exclusion must state that the Class Member wishes to
25 exclude himself or herself from the class action Settlement and (1) must contain
26 the name, address, and the last four digits of the Social Security number or
27 Employee ID number of the person requesting exclusion; (2) must be signed by
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1 the Class Member; (3) must be postmarked by the Response Deadline and
2 returned to the Settlement Administrator at the specified address; and (4) must
3 contain a typewritten or handwritten notice stating, in substance, as follows: “I
4 wish to opt out of the Settlement of the class action lawsuit entitled *Sica v.*
5 *Madison Industrial.*”

6 b) The Request for Exclusion will not be valid unless it both (1) is timely
7 submitted and (2) complies with the requirements set forth above in Paragraph
8 III.J.7(a). The date of the postmark on the return mailing envelope for the
9 Request for Exclusion shall be the exclusive means used to determine whether
10 the Request for Exclusion was timely submitted. If the Settlement is approved
11 by the Court, Class Members who have failed to submit a valid and timely
12 written Request for Exclusion on or before the Response Deadline shall be
13 Settlement Class Members who are bound by all terms of the Settlement and
14 any final judgment entered in this Action.

15 c) Any Class Member who requests to be excluded from the class action
16 Settlement will not be entitled to an Individual Settlement Payment and will
17 neither be bound by the terms of the class action Settlement nor have any right
18 to object to, appeal from or comment on the class action Settlement. Nothing in
19 this Settlement Agreement will constitute or be construed as a waiver of any
20 defense that Defendant or the Released Parties have or could assert against
21 anyone who timely serves a Request for Exclusion.

22 d) Aggrieved Employees cannot request to be excluded from the settlement of the
23 PAGA Released Claims. Class Members who are Aggrieved Employees
24 cannot request to be excluded from the settlement of the PAGA Released
25 Claims.

1 e) No later than five calendar days after the Response Deadline, the Settlement
2 Administrator shall provide counsel for the Parties with a final list of the Class
3 Members who have timely submitted written Requests for Exclusion.

4 f) At no time shall any of the Parties or their counsel solicit or otherwise
5 encourage Class Members to submit Requests for Exclusion from the
6 Settlement.

7 8. Objections.

8 a) The Notice of Class and PAGA Action Settlement shall state that Class
9 Members who wish to object to the Settlement must mail to the Court, at the
10 address provided in the Notice of Class and PAGA Action Settlement, a written
11 statement of objection (“Notice of Objection”) by the Response Deadline. The
12 postmark date of mailing shall be deemed to be the exclusive means for
13 determining whether a Notice of Objection was timely submitted.

14 b) Class Members who submit a timely Notice of Objection will have a right to
15 appear at the final approval hearing in order to have their objections heard by
16 the Court. The Notice of Objection must be signed by the Class Member and
17 state (1) the case name and number; (2) the name of the Class Member; (3) the
18 address of the Class Member; (4) the last four digits of the Class Member’s
19 Social Security number or Employee ID number; (4) the basis for the objection
20 and any supporting documents; and (5) whether or not the Class Member
21 intends to appear at the final approval hearing. Class Members who fail to
22 make objections in the manner specified above may be deemed to have waived
23 any objections and to be foreclosed from making any objections to the
24 Settlement, whether by appeal or otherwise. The failure to submit a written
25 objection does not waive a Settlement Class Member’s right to appear and
26 orally object at the final approval hearing.

- 1 c) At no time shall any of the Parties or their counsel seek to solicit or otherwise
2 encourage Class Members to file or serve written objections to the Settlement
3 or to appeal from the Final Approval Order.
- 4 d) Class Members who submit a written Request for Exclusion are not entitled to
5 object to the Settlement. In the event that a Class Member submits both a
6 Request for Exclusion and a Notice of Objection, the Request for Exclusion
7 will be valid and the Notice of Objection will be invalid.
- 8 e) The Settlement Administrator shall send all Notices of Objection it receives to
9 Class Counsel and Defense Counsel promptly. Class Counsel will be
10 responsible for filing any such objections with the Court before the final
11 approval hearing. Plaintiff and/or Defendant may file oppositions to any
12 properly-submitted Notices of Objection no later than 35 calendar days before
13 the date of the final approval hearing.
- 14 f) Aggrieved Employees cannot object to the settlement of the PAGA Released
15 Claims. Class Members who are Aggrieved Employees cannot object to the
16 settlement of the PAGA Released Claims. Any such objections by Aggrieved
17 Employees or by Class Members who are Aggrieved Employees shall be
18 deemed invalid.
- 19 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
20 Plaintiff, Class Counsel or Class Members arising from or related to any
21 objection to the Settlement Agreement or related to any appeals thereof.

22 M. Funding and Allocation of the Maximum Settlement Amount. This is a non-reversionary
23 settlement in which Defendant is required to pay the entirety of the Maximum Settlement
24 Amount (plus the employer's share of the payroll taxes). No amount of the Maximum
25 Settlement Fund will revert to Defendant. Upon satisfaction of the preconditions described
26 in this Settlement and pursuant to the timeline and instructions below, Defendant will
27
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1 deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) to be
2 established by the Settlement Administrator.

3 1. Funding Due Date. No later than the earlier of fourteen (14) calendar days after the
4 Effective Date or fourteen (14) calendar days after the date on which the Settlement
5 Administrator provides Defendant with the amount representing the Defendant’s
6 share of the payroll taxes, Defendant shall provide the Maximum Settlement Amount
7 plus the amount of Defendant’s share of payroll taxes owed pursuant to the
8 Settlement to the Settlement Administrator to fund the Settlement as set forth in this
9 Agreement.

10 2. Payments to Settlement Class Members and Aggrieved Employees.

11 a) Calculation of Individual Settlement Payments. Every Settlement Class
12 Member is entitled to an Individual Settlement Payment without the need to
13 submit a claim form. Individual Settlement Payments shall be paid from the
14 Net Settlement Amount and shall be paid under the formula set forth in this
15 Stipulation.

16 (1) Using the Class Data, the Settlement Administrator will calculate the total
17 number of Qualified Shifts for all Settlement Class Members. The
18 number of Qualified Shifts for each Settlement Class Member then will be
19 divided by the total number of Qualified Shifts for all Settlement Class
20 Members. The result of that division will be the “Payment Ratio” for
21 each Settlement Class Member. Each Settlement Class Member’s
22 Payment Ratio then will be multiplied by the Net Settlement Amount to
23 calculate that Settlement Class Member’s share of the Net Settlement
24 Amount, except that no gross Individual Settlement Payment will be less
25 than \$25. A share of the Net Settlement Amount will be provided only to
26 those individuals who satisfy the definition of Settlement Class Members,
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1 i.e., Class Members who do not submit a timely and valid Request for
2 Exclusion.

3 (2) The Parties recognize and agree that the formula provided in this
4 Stipulation for allocating the Net Settlement Amount to be paid to the
5 Settlement Class Members is reasonable and designed to provide a fair
6 settlement to the Settlement Class Members.

7 (3) Defendant represents that there are no more than 425 Settlement Class
8 members who worked no more than 14,500 shifts during the Class Period.
9 If it is determined that more than 14,500 shifts were worked by Settlement
10 Class Members during the Class Period, Defendant agrees that it will
11 increase its total payment above the Maximum Settlement Amount by
12 increasing the Net Settlement Amount at the rate of \$25 per additional
13 shift worked beyond 14,500.

14 b) Calculation of Individual PAGA Payments: Using the Aggrieved Employee
15 Data, the Settlement Administrator will calculate the total number of Qualified
16 Pay Periods for all Aggrieved Employees. The number of Qualified Pay
17 Periods for each Aggrieved Employee then will be divided by the total number
18 of Qualified Pay Periods for all Aggrieved Employees. The result of that
19 division will be the Payment Ratio for each Aggrieved Employee. Each
20 Aggrieved Employee's Payment Ratio then will be multiplied by the \$5,000
21 portion of the PAGA Payment that is allocated for distribution to the Aggrieved
22 Employees to calculate each Aggrieved Employee's Individual PAGA
23 Payment.

24 c) Tax Allocation. For tax purposes, Individual Settlement Payments shall be
25 allocated and treated as follows: 1) two-thirds as payment for alleged unpaid
26 interest and alleged unpaid statutory penalties; and 2) one-third as wages. For
27 tax purposes, Individual PAGA Payments shall be allocated and treated as
28

100% penalties. The Settlement Administrator will be responsible for issuing and mailing all required IRS Form 1099s.

d) Mailing. Individual Settlement Payments and Individual PAGA Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' and Aggrieved Employees' last known mailing addresses no later than 25 calendar days after the Effective Date.

e) Uncashed Checks. All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days from the date of their issuance. Any undeliverable or uncashed checks then will be voided and the funds represented by those undeliverable and/or uncashed checks shall, upon Court approval, be sent by the Settlement Administrator to Legal Aid at Work (<https://legalaidatwork.org/>).

3. Class Representative Incentive Award/General Release Payment.

a) Plaintiff will apply for a Class Representative Incentive Award/General Release Payment of up to \$7,500 for his time, effort, and risk in bringing and prosecuting this Action. The Class Representative Incentive Award/General Release Payment shall be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment.

b) The Settlement Administrator shall pay the Class Representative Incentive Award/General Release Payment to Plaintiff from the Maximum Settlement Amount no later than 28 calendar days after the Effective Date. Any portion of the requested Class Representative Incentive Award/General Release Payment that is not awarded to the Class Representative shall become part of the Net Settlement Amount.

c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Incentive Award/General Release Payment. Plaintiff shall be solely and legally responsible to pay any and all

1 applicable taxes on the Class Representative Incentive Award/General Release
2 Payment and Plaintiff shall hold Defendant and the Released Parties harmless
3 from any claim or liability for taxes, penalties, or interest arising as a result of
4 Plaintiff's Class Representative Incentive Award/General Release Payment.

- 5 d) If the Court reduces or does not approve the requested Class Representative
6 Incentive Award/General Release Payment, Plaintiff shall not have the right to
7 revoke this Settlement Agreement, and it will remain binding, nor will Plaintiff
8 seek, request, or demand an increase in the Maximum Settlement Amount on
9 that basis.

10 4. Class Counsel Award.

- 11 a) In consideration for settling the Action and in exchange for the release of the
12 Released Parties for all Released Claims, for the resolution of the PAGA
13 Released Claims, and for the General Release by Plaintiff, Class Counsel
14 intends to apply for an award of attorneys' fees not to exceed thirty percent
15 (30%) of the Maximum Settlement Amount (excluding the amount of the
16 employer portion of the payroll taxes) (i.e., \$195,000 of the \$650,000
17 settlement), plus actual costs and litigation expenses estimated not to exceed
18 \$17,500.
- 19 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
20 Employees will not apply to the Court for any payment of attorneys' fees and
21 costs that are in addition to the foregoing. The Parties agree that, over and
22 above the Court-approved Class Counsel Award, each of the Parties, including
23 each Settlement Class Member and Aggrieved Employee, shall bear his, her or
24 its own fees and costs, including, but not limited to, those related to the
25 investigation, filing, prosecution, or settlement of the Action; the negotiation,
26 execution, or implementation of this Agreement; and/or the process of
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obtaining, administering, or challenging a Preliminary Approval Order and/or Final Approval Order.

c) Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement.

d) The Settlement Administrator shall pay the Class Counsel Award to Class Counsel from the Maximum Settlement Amount no later than 28 calendar days after the Effective Date.

e) Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph III.K.4. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this Paragraph.

f) In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, and the Settlement will remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or demand an increase in the Maximum Settlement Amount on that basis.

5. PAGA Payment. \$20,000 shall be allocated from the Maximum Settlement Amount for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA Payment.” The Settlement Administrator shall pay 75% of that \$20,000 payment, i.e., \$15,000, to the LWDA (the “LWDA Payment”) no later than 28 calendar days after the Effective Date. The remaining 25% of that \$20,000 payment, i.e., \$5,000, will be paid to the Aggrieved Employees according to the formula described in Paragraph III.K.2.(b). Class Counsel will take all action required by California Labor Code § 2699(l).

6. Settlement Administration Costs. The Settlement Administrator shall be paid from the Maximum Settlement Amount for the costs of administration of the Settlement.

1 The Settlement Administrator has agreed to fee not to exceed \$7,000. The
2 Settlement Administrator shall be paid the settlement administration costs no later
3 than 14 calendar days after Defendant provides funds to the Settlement Administrator
4 for disbursement under this Agreement.

5 N. CAFA Notice. Defendant shall be responsible for providing any Class Action Fairness Act
6 ("CAFA") notice required by 28 U.S.C. § 1715 no later than ten days after entry of an
7 order granting preliminary approval of the Settlement. Defendant may delegate service of
8 the CAFA notice to the Settlement Administrator. If Defendant does so, it shall provide
9 the Settlement Administrator with the form of CAFA notice that the Settlement
10 Administrator shall serve on the appropriate officials. Defendant shall file a declaration
11 with the Court no later than 21 days after serving the CAFA notice stating that the CAFA
12 notice has been served on the appropriate officials.

13 O. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
14 accomplish the terms of this Settlement Agreement, including but not limited to executing
15 the necessary documents and taking such other action as reasonably may be necessary to
16 implement the terms of this Settlement Agreement. As soon as practicable after executing
17 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
18 Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary
19 and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in
20 the settlement administration process. The Parties each represent they do not have any
21 financial interest in the Settlement Administrator or otherwise have a relationship with the
22 Settlement Administrator that could create a conflict of interest. Class Counsel also will
23 notify Defense Counsel if subpoenaed or upon receipt of any other request for documents
24 or information regarding any other action filed or potential action against the Released
25 Parties that covers or includes any Settlement Class Members and the Released Claims or
26 any Aggrieved Employees and the PAGA Released Claims.

1 P. Preliminary Approval Hearing. Plaintiff shall obtain a hearing date before the Court to
2 request conditional certification of the Class under Federal Rules of Civil Procedure Rule
3 23 for settlement purposes only, entry of a Preliminary Approval Order for preliminary
4 approval of the proposed Agreement, and the setting of a date for a final-approval hearing.
5 The Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
6 Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction
7 with the preliminary approval hearing, Plaintiff shall submit this Agreement, which sets
8 forth the terms of this Settlement, and will include the proposed Notice of Class and
9 PAGA Action Settlement.

10 Q. Motion for Approval of the Class Representative Incentive Award/General Release
11 Payment, the Class Counsel Award, and the Settlement Administration Costs. No later
12 than 14 calendar days before the Response Deadline, Plaintiff shall file with the Court a
13 motion for approval of the Class Representative Incentive Award/General Release
14 Payment, the Class Counsel Award and the settlement administration costs. Plaintiff shall
15 provide a courtesy draft of those motion papers to Defense Counsel at least five court days
16 before filing the documents. That motion and all supporting documents shall be posted on
17 the Settlement Administrator's website until 35 days after the Effective Date.

18 R. Final Approval Motion. No later than 35 calendar days before the final approval hearing,
19 Plaintiff shall file with the Court a Motion for Final Approval, which motion shall request
20 final approval of the Settlement, including the PAGA Payment, and final approval of the
21 amounts payable for the Class Representative Service Award, the Class Counsel Award,
22 and the Settlement Administration Costs. Plaintiff shall provide a courtesy draft of those
23 motion papers to Defense Counsel at least five court days before filing the documents.

- 24 1. Declaration by Settlement Administrator. The Settlement Administrator shall submit
25 a declaration in support of Plaintiff's Motion for Final Approval of this Settlement.
26 That declaration shall detail the number of Notices of Class Action Settlement mailed
27 and re-mailed to Class Members, the number of undeliverable Notices of Class
28

1 Action Settlement, the number of timely Requests for Exclusion, the number of
2 Notices of Objection received, the amount of the average Individual Settlement
3 Payment, the average Individual PAGA Payment, the Settlement Administration
4 Costs, and any other information that the Parties mutually agree to include or that the
5 Court orders the Settlement Administrator to provide.

6 2. Final Approval Order. The Parties shall present a proposed Final Approval Order to
7 the Court, consistent with the terms and conditions of this Agreement, for the
8 Court's approval and judgment thereon.

9 S. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement
10 if, after the Response Deadline, the number of Class Members who have submitted timely
11 and valid written Requests for Exclusion equals at least five percent (5%) of all Class
12 Members. If Defendant exercises the option to terminate this Agreement, (a) Defendant
13 shall provide written notice to Class Counsel within 15 calendar days after the Response
14 Deadline, at which time this Agreement shall be void *ab initio*, (b) Defendant shall pay all
15 Settlement Administration Costs incurred up through that date and/or as a result of the
16 termination, and (3) the Parties shall proceed in all respects as if this Agreement had not
17 been executed.

18 T. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the
19 Court, the Parties agree to stay all proceedings in the Action, except such proceedings as
20 are necessary or desirable to implement and complete the Settlement.

21 U. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary
22 approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court
23 does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does
24 not become final for any other reason, this Agreement shall be null and void and any order
25 or judgment entered by the Court in furtherance of this Settlement shall be treated as void
26 from the beginning. In such a case, the Parties shall be returned to their respective statuses
27 as of the date and time immediately before the execution of this Agreement, and the Parties
28

1 shall proceed in all respects as if this Agreement had not been executed, except that any
2 costs already incurred by the Settlement Administrator shall be paid by equal
3 apportionment among the Parties, except as otherwise specified in Paragraph III.Q. If an
4 appeal is filed from the Court's final judgment, or any other appellate review is sought,
5 administration of the Settlement shall be stayed pending final resolution of the appeal or
6 other appellate review. In that event, within 30 calendar days of that notification, the
7 Parties shall pay any costs by equal apportionment that were incurred by the Settlement
8 Administrator before it was notified of the filing of an appeal from the Court's final
9 judgment or of any other appellate review.

10 V. No Effect on Employee Benefits. Amounts paid to Plaintiff, Settlement Class Members,
11 and Aggrieved Employees under this Agreement shall be deemed not to be pensionable
12 earnings and shall not have any effect on the eligibility for, or calculation of, any of the
13 employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff, the
14 Settlement Class Members, and Aggrieved Employees.

15 W. Headings. The descriptive headings of any paragraphs or sections of this Agreement are
16 inserted for convenience of reference only and do not constitute a part of this Agreement.

17 X. Amendment or Modification. This Agreement may be amended or modified only by a
18 written instrument that (1) is signed by counsel for all Parties or their successors-in-
19 interest, (2) is signed by the Parties or their successors-in-interest, and (3) if the Court's
20 approval is required, is as approved by the Court.

21 Y. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
22 Agreement among these Parties. Other than paragraph 23 of the Memorandum of
23 Understanding, which is incorporated herein by reference as if repeated herein verbatim,
24 apart from the representations, warranties and covenants contained and memorialized in
25 this Agreement and its Exhibits, no oral or written representations, warranties or
26 inducements have been made to any Party concerning this Agreement or its Exhibits.

1 Z. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent that they are expressly authorized by the Parties whom they represent to
3 negotiate this Agreement, to take all appropriate actions required or permitted to be taken
4 by those Parties under this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The person signing this
6 Agreement on behalf of Defendant represents and warrants that he or she is authorized to
7 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is
8 authorized to sign this Agreement and that he has not assigned or transferred to any third-
9 party or encumbered any claim, or part of a claim, demand, cause of action or any rights
10 herein released and discharged or covered by this Agreement.

11 AA. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall
12 run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the
13 successors or assigns of the Parties to this Agreement, including the Settlement Class
14 Members and the LWDA.

15 BB. California Law Governs. All terms of this Agreement and its Exhibits and any disputes
16 arising under this Agreement shall be governed by and interpreted in accordance with the
17 laws of the State of California.

18 CC. Counterparts. This Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them shall be deemed to be one and the same instrument,
20 provided that counsel for the Parties to this Agreement shall exchange among themselves
21 copies or originals of the signed counterparts.

22 DD. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to
23 be a fair, adequate, and reasonable settlement of this Action and have arrived at this
24 Agreement after extensive arm's-length negotiations, taking into account all relevant
25 factors, present and potential. The Parties further agree that this Settlement Agreement
26 shall not be construed in favor of or against any Party by reason of the extent to which any
27 Party or his, her or its counsel participated in the drafting of this Settlement Agreement.
28

1 EE. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
2 respect to the interpretation, implementation and enforcement of the terms of this
3 Agreement and all orders and judgments entered in connection therewith. The Parties to
4 this Agreement and their counsel submit to the jurisdiction of the Court for purposes of
5 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
6 all orders and judgments entered in connection with this Agreement.

7 FF. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
8 invalid, the Court first shall attempt to construe that provision as valid to the fullest extent
9 possible consistent with applicable precedents so as to hold all provisions of this
10 Agreement valid and enforceable.

11 GG. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms
12 of this Agreement, the Parties (1) agree to waive all appeals from any orders of the Court
13 before final approval of the Settlement and (2) further agree to waive all appeals from the
14 Court's final approval of the Settlement.

15 HH. Publicity. Plaintiff and Class Counsel agree not to publicize the amount of this settlement
16 on any website, include reference to the amount of this settlement in any advertising, issue
17 press releases, or communicate with or respond to any media or publication entities
18 concerning the settlement.

19 II. Confidentiality of Documents. After the expiration of any appeals period, Plaintiffs, the
20 Settlement Administrator, and Class Counsel shall maintain the confidentiality of all
21 settlement-related documents and other information obtained from the other Party in the
22 Action, unless necessary for appeal or such documents are ordered to be disclosed by the
23 Court or by a subpoena.

24 JJ. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the
25 Released Claims and the PAGA Released Claims have merit and give rise to liability on
26 Defendant's part. Defendant asserts that the Released Claims and the PAGA Released
27
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1 - Claims have no merit and do not give rise to liability. This Agreement is a compromise of
2 disputed claims. Nothing contained in this Agreement, no documents referred to in this
3 Agreement and no action taken to carry out this Agreement may be construed or used as an
4 admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack
5 of merit of the claims asserted.

6 By signing below, the Parties indicate their approval of the form of this Settlement
7 Agreement and its exhibits.

8 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement
9 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
10 and year set forth below.

11

12 **IT IS SO AGREED:**

13

14 DATED: December 14, 2021

**MADISON INDUSTRIAL SERVICES
TEAM, LIMITED PARTNERSHIP**

15

16

17

By: 
Name: P. Ryan Francis
Title: President
On Behalf of Defendant

18

19

20 DATED: _____, 2021

FRANK SICA

21

22

23

By: _____

24

25

26

27

28

1 Claims have no merit and do not give rise to liability. This Agreement is a compromise of
2 disputed claims. Nothing contained in this Agreement, no documents referred to in this
3 Agreement and no action taken to carry out this Agreement may be construed or used as an
4 admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack
5 of merit of the claims asserted.

6 By signing below, the Parties indicate their approval of the form of this Settlement
7 Agreement and its exhibits.

8 IN WITNESS WHEREOF, this Joint Stipulation of Class Action and PAGA Settlement
9 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
10 and year set forth below.

11

12 **IT IS SO AGREED:**

13

14 DATED: _____, 2021

**MADISON INDUSTRIAL SERVICES
TEAM, LIMITED PARTNERSHIP**

15

16

17

By: _____
Name:
Title:
On Behalf of Defendant

18

19

20 DATED: (12-10-), 2021

FRANK SICA

21

22

23

By: Frank Sica

24

25

26

27

28

1 APPROVED AS TO FORM:

2
3 DATED: December 13, 2021

KELLER GROVER LLP

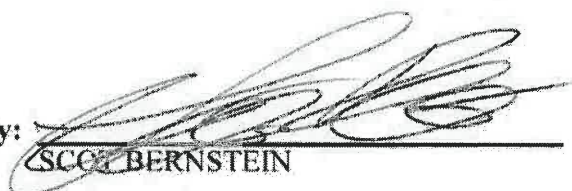
4
5 By: 

6 ERIC A. GROVER
7 ROBERT W. SPENCER

8 Attorneys for Plaintiff
9 FRANK SICA

10 DATED: December 13, 2021

LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION

11
12 By: 

13 SCOT BERNSTEIN

14 Attorneys for Plaintiff
15 FRANK SICA

16
17 DATED: _____, 2021

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

18
19 By: _____

20 THOMAS M. MCINERNEY
21 SHAYNA E. DICKMAN

22 Attorneys for Defendant
23 MADISON INDUSTRIAL SERVICES TEAM,
24 LIMITED PARTNERSHIP

25 48987320.1

1 **APPROVED AS TO FORM:**

2
3 DATED: _____, 2021
4

KELLER GROVER LLP

5 By: _____
6 ERIC A. GROVER
7 ROBERT W. SPENCER

8 Attorneys for Plaintiff
9 FRANK SICA

10 DATED: _____, 2021
11

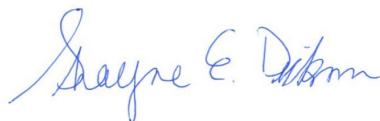
**LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION**

12 By: _____
13 SCOT BERNSTEIN

14 Attorneys for Plaintiff
15 FRANK SICA

16
17 DATED: December 14, 2021
18

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

19 
20 By: _____
21 THOMAS M. MCINERNEY
22 SHAYNA E. DICKMAN

23 Attorneys for Defendant
24 MADISON INDUSTRIAL SERVICES TEAM,
25 LIMITED PARTNERSHIP
26
27
28

48987320.1

EXHIBIT B

Selection Criteria

Clie.Selection Include: Madison Indust,
Time.Selection Include: E. Grover
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
127731	TIME	E. Grover	0.50	950.00	475.00
9/13/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and revise draft PAGA letter.			0.00		
127732	TIME	E. Grover	0.20	950.00	190.00
9/14/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re settlement.			0.00		
127920	TIME	E. Grover	1.00	950.00	950.00
9/20/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review emails and related documents relevant to draft complaint.			0.00		
128039	TIME	E. Grover	1.50	950.00	1425.00
9/28/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and revise draft complaint.			0.00		
128084	TIME	E. Grover	1.00	950.00	950.00
9/30/2020		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Final review and filing of complaint.			0.00		
128296	TIME	E. Grover	0.10	950.00	95.00
10/23/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review cmc order.			0.00		
129093	TIME	E. Grover	0.50	950.00	475.00
11/15/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and approve draft FAC.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
129496	TIME	E. Grover	0.30	950.00	285.00
11/30/2020		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Review answers to complaint and FAC.			0.00		
129508	TIME	E. Grover	1.00	950.00	950.00
12/1/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review removal papers.			0.00		
129992	TIME	E. Grover	0.50	950.00	475.00
12/9/2020		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review defendant's consent form; research magistrate; discuss consent with S. Bernstein; email defense counsel re mediation.			0.00		
130278	TIME	E. Grover	0.20	950.00	190.00
12/22/2020		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re mediation.			0.00		
130397	TIME	E. Grover	0.20	950.00	190.00
12/30/2020		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re mediation.			0.00		
130571	TIME	E. Grover	0.30	950.00	285.00
1/8/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Several emails re mediation issues.			0.00		
130585	TIME	E. Grover	1.00	950.00	950.00
1/11/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and revise mediation information request.			0.00		
131236	TIME	E. Grover	0.10	950.00	95.00
2/19/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re moving case management conference.			0.00		
131253	TIME	E. Grover	0.20	950.00	190.00
2/22/2021		E-mail exchange	0.00	T@1	
WIP		Madison Indust,	0.00		
Email exchange with defense counsel re moving case management conference.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
131257	TIME	E. Grover	0.50	950.00	475.00
2/23/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails re stipulation to continue cmc; review and approve stipulation.			0.00		
131292	TIME	E. Grover	0.10	950.00	95.00
2/26/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review cmc order.			0.00		
131546	TIME	E. Grover	0.20	950.00	190.00
3/11/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email exchange with defense counsel re mediation information.			0.00		
131593	TIME	E. Grover	0.50	950.00	475.00
3/17/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review memo from R. Spencer re mediation information analysis.			0.00		
133106	TIME	E. Grover	0.50	950.00	475.00
5/5/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with R. Spencer and A. Barnes re mediation brief.			0.00		
133173	TIME	E. Grover	0.20	950.00	190.00
5/14/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails re mediation brief.			0.00		
133189	TIME	E. Grover	1.50	950.00	1425.00
5/17/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and revise draft mediation brief.			0.00		
133192	TIME	E. Grover	1.00	950.00	950.00
5/19/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and revise updated mediation brief; emails with R. Spencer re same.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
133284	TIME	E. Grover	1.00	950.00	950.00
5/25/2021		Preparation	0.00	T@1	
WIP		Madison Indust,	0.00		
Mediation preparation.			0.00		
133288	TIME	E. Grover	11.50	950.00	10925.00
5/26/2021		Attend	0.00	T@1	
WIP		Madison Indust,	0.00		
Attend mediation (including travel).			0.00		
133300	TIME	E. Grover	0.50	950.00	475.00
5/27/2021		Prepare	0.00	T@1	
WIP		Madison Indust,	0.00		
Prepare notes from mediation; emails with R. Spencer re mediation and moving cmc.			0.00		
135248	TIME	E. Grover	0.70	950.00	665.00
8/20/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review new security line case and emails with co-counsel re same.			0.00		
135259	TIME	E. Grover	0.30	950.00	285.00
8/23/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with mediator and defense counsel re day 2 of mediation.			0.00		
135269	TIME	E. Grover	0.50	950.00	475.00
8/24/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with defense counsel and co-counsel re mediation; pc/ mediator re same.			0.00		
135299	TIME	E. Grover	0.50	950.00	475.00
8/27/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review new mediation data provided by defendant.			0.00		
135709	TIME	E. Grover	7.00	950.00	6650.00
9/1/2021		Mediation	0.00	T@1	
WIP		Madison Indust,	0.00		
Participate in second day of mediation.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 5

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
135892	TIME	E. Grover	0.20	950.00	190.00
9/13/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re settlement.			0.00		
136020	TIME	E. Grover	0.20	950.00	190.00
9/17/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email exchange with defense counsel re settlement.			0.00		
136039	TIME	E. Grover	5.00	950.00	4750.00
9/21/2021		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Complete draft of settlement agreement and send to defense counsel.			0.00		
135983	TIME	E. Grover	0.20	950.00	190.00
10/13/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email administrators seeking bids.			0.00		
135982	TIME	E. Grover	1.00	950.00	950.00
10/15/2021		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Work on next draft of settlement agreement and emails with defense counsel re same.			0.00		
135981	TIME	E. Grover	1.00	950.00	950.00
10/18/2021		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Work on draft class notice.			0.00		
136400	TIME	E. Grover	0.20	950.00	190.00
10/20/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails re settlement agreement.			0.00		
136455	TIME	E. Grover	1.30	950.00	1235.00
11/7/2021		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Complete draft of class notice; proof settlement agreement; email same to defense counsel.			0.00		
136505	TIME	E. Grover	0.10	950.00	95.00
11/16/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re settlement agreement.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 6

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136676	TIME	E. Grover	0.20	950.00	190.00
11/18/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with defense counsel re settlement agreement.			0.00		
136793	TIME	E. Grover	0.20	950.00	190.00
11/28/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email with defense counsel re edits to settlement.			0.00		
136792	TIME	E. Grover	0.20	950.00	190.00
11/29/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with defense counsel re edits to settlement.			0.00		
136794	TIME	E. Grover	0.10	950.00	95.00
11/30/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re settlement agreement.			0.00		
136795	TIME	E. Grover	0.50	950.00	475.00
12/2/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with defense counsel re settlement agreement and exhibits; update same.			0.00		
136796	TIME	E. Grover	0.10	950.00	95.00
12/6/2021		Finalize	0.00	T@1	
WIP		Madison Indust,	0.00		
Finalize the settlement agreement exhibits.			0.00		
137392	TIME	E. Grover	0.25	950.00	237.50
12/6/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re final version of settlement agreement.			0.00		
136797	TIME	E. Grover	2.00	950.00	1900.00
12/7/2021		Revise	0.00	T@1	
WIP		Madison Indust,	0.00		
Revising draft preliminary approval motion papers.			0.00		
137411	TIME	E. Grover	1.90	950.00	1805.00
12/9/2021		Revise	0.00	T@1	
WIP		Madison Indust,	0.00		
Revise preliminary approval motion papers and email defense counsel with questions.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 7

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137442	TIME	E. Grover	0.50	950.00	475.00
12/13/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Email defense counsel re settlement agreement; pc's and emails with S. Bernstein re same.			0.00		
137509	TIME	E. Grover	2.10	950.00	1995.00
12/22/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review defense counsel's email re class data; work on draft preliminary approval motion papers; emails with E. Acevedo re legal research issues; finalize draft motion papers and email to defense counsel.			0.00		
137576	TIME	E. Grover	0.30	950.00	285.00
12/26/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with E. Acevedo and defense counsel re preliminary approval motion.			0.00		
137581	TIME	E. Grover	0.20	950.00	190.00
12/27/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails re preliminary approval motion.			0.00		
137592	TIME	E. Grover	0.50	950.00	475.00
12/28/2021		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review updated motion documents and send to defense counsel.			0.00		
137594	TIME	E. Grover	1.00	950.00	950.00
12/29/2021		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with defense counsel and E. Acevedo re preliminary approval motion; final review and revision and filing of motion.			0.00		
137906	TIME	E. Grover	0.10	950.00	95.00
1/12/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review statement of non-opposition.			0.00		
137948	TIME	E. Grover	0.10	950.00	95.00
1/18/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review cmc order.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 8

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
138013	TIME	E. Grover	0.50	950.00	475.00
1/27/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review court request for additional information; discuss with R. Spencer; email defense counsel re same.			0.00		
138366	TIME	E. Grover	2.00	950.00	1900.00
2/1/2022		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft joint submission to respond to court order and send to defense counsel for review.			0.00		
138396	TIME	E. Grover	1.00	950.00	950.00
2/3/2022		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Multiple emails with defense counsel re joint filing; revise and finalize joint filing.			0.00		
138942	TIME	E. Grover	0.30	950.00	285.00
3/2/2022		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with defense counsel re shifts worked; discuss preliminary approval hearing with R Spencer.			0.00		
138941	TIME	E. Grover	0.40	950.00	380.00
3/3/2022		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails re shifts worked; pc/ R Spencer re outcome of preliminary approval hearing; email administrator re same			0.00		
138940	TIME	E. Grover	0.10	950.00	95.00
3/7/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails re admin issues.			0.00		
138939	TIME	E. Grover	0.20	950.00	190.00
3/8/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Multiple emails re admin issues.			0.00		
138938	TIME	E. Grover	0.50	950.00	475.00
3/9/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review original and amended preliminary approval order and emails re same.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 9

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
138937	TIME	E. Grover	0.50	950.00	475.00
3/17/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review settlement website and draft class notice; emails with R Spencer re corrections to website and class notice.			0.00		
139512	TIME	E. Grover	0.20	950.00	190.00
3/22/2022		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails re admin issues.			0.00		
139506	TIME	E. Grover	0.20	950.00	190.00
4/8/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails from administrator re notice and website.			0.00		
138936	TIME	E. Grover	0.10	950.00	95.00
4/19/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review S Bernstein notes re call with class member.			0.00		
138935	TIME	E. Grover	0.20	950.00	190.00
4/21/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review emails and order re case management conference.			0.00		
138934	TIME	E. Grover	0.10	950.00	95.00
4/24/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review weekly report.			0.00		
139501	TIME	E. Grover	0.20	950.00	190.00
4/26/2022		E-mail	0.00	T@1	
WIP		Madison Indust,	0.00		
Emails with S Bernstein re fee motion.			0.00		
139500	TIME	E. Grover	0.50	950.00	475.00
4/27/2022		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Work on fee motion.			0.00		
139499	TIME	E. Grover	0.50	950.00	475.00
4/28/2022		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Work on fee motion.			0.00		

5/17/2022
8:55 AM

Keller Grover LLP
Slip Listing

Page 10

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139498	TIME	E. Grover	0.25	950.00	237.50
5/2/2022		Phone Calls	0.00	T@1	
WIP		Madison Indust,	0.00		
Pc/ E Acevedo re fee motion; review weekly report.			0.00		
139496	TIME	E. Grover	0.10	950.00	95.00
5/6/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review weekly report.			0.00		
139495	TIME	E. Grover	1.00	950.00	950.00
5/9/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and update fee motion and send to defense counsel.			0.00		
139772	TIME	E. Grover	0.50	950.00	475.00
5/15/2022		Review	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and revise draft Simpluris declaration and email re same.			0.00		
139820	TIME	E. Grover	1.00	950.00	950.00
5/16/2022		Finalize	0.00	T@1	
WIP		Madison Indust,	0.00		
Finalize Fee Motion.			0.00		
Grand Total					
			Billable	64.90	61655.00
			Unbillable	0.00	0.00
			Total	64.90	61655.00

EXHIBIT C

Selection Criteria	
Clie.Selection	Include: Madison Indust,
Time.Selection	Include: E. Acevedo
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136717	TIME	E. Acevedo	2.30	675.00	1552.50
12/2/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft motion for preliminary approval of class and PAGA settlement			0.00		
136718	TIME	E. Acevedo	5.40	675.00	3645.00
12/3/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft motion for preliminary approval of class and PAGA settlement.			0.00		
136973	TIME	E. Acevedo	3.50	675.00	2362.50
12/9/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Revise motion for preliminary approval of class action and PAGA settlement and accompanying documents. Conduct legal research regarding same.			0.00		
136983	TIME	E. Acevedo	1.20	675.00	810.00
12/22/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Revise preliminary approval motion papers.			0.00		
136985	TIME	E. Acevedo	5.20	675.00	3510.00
12/27/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Revise preliminary approval motion papers.			0.00		
136998	TIME	E. Acevedo	1.20	675.00	810.00
12/29/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Revise drafts of preliminary approval motion papers.			0.00		
139036	TIME	E. Acevedo	1.60	675.00	1080.00
4/19/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft motion for award of attorneys' fees and costs and			0.00		

5/17/2022
8:53 AM

Keller Grover LLP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139039	TIME	E. Acevedo	4.60	675.00	3105.00
4/20/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft motion for award of attorneys' fees and costs and accompanying documents.			0.00		
139220	TIME	E. Acevedo	3.80	675.00	2565.00
5/2/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Revise motion for award of attorneys' fees and costs and accompanying declaration.			0.00		
Grand Total					
		Billable	28.80		19440.00
		Unbillable	0.00		0.00
		Total	28.80		19440.00

EXHIBIT D

Selection Criteria

Clie.Selection Include: Madison Indust,
Time.Selection Include: R. Spencer
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
127062	TIME	R. Spencer	3.00	675.00	2025.00
9/8/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with plaintiff; draft PAGA letter			0.00		
127093	TIME	R. Spencer	1.70	675.00	1147.50
9/9/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Proofread and edit PAGA letter; send to S. Bernstein for review.			0.00		
127101	TIME	R. Spencer	4.30	675.00	2902.50
9/10/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft complaint; e-mail to S. Bernstein for review.			0.00		
127106	TIME	R. Spencer	2.50	675.00	1687.50
9/11/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with plaintiff; edit PAGA letter; send to E. Grover for review.			0.00		
127126	TIME	R. Spencer	1.10	675.00	742.50
9/14/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Finalize PAGA letter; e-mail to plaintiff; telephone plaintiff regarding same; upload to LWDA, calendar same.			0.00		
127141	TIME	R. Spencer	3.60	675.00	2430.00
9/15/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Research documents and law regarding meal period pre-emption by a cba; e-mail S. Bernstein regarding same; circulate fully executed representation agreement to plaintiff and co-counsel.			0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
127244	TIME	R. Spencer	5.50	675.00	3712.50
9/18/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Edit complaint; perform legal research into pre-emption and Labor Code 512.			0.00		
127368	TIME	R. Spencer	1.20	675.00	810.00
9/30/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Finalize complaint; finalize complaint package; e-mail complaint to plaintiff and telephone regarding same.			0.00		
128051	TIME	R. Spencer	5.50	675.00	3712.50
11/3/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft first amended complaint; send to S. Bernstein for review.			0.00		
128646	TIME	R. Spencer	0.90	675.00	607.50
11/18/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
E-mail plaintiff; telephone calls with plaintiff regarding first amended complaint; finalize and file FAC.			0.00		
128674	TIME	R. Spencer	0.20	675.00	135.00
11/19/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review proof of service of summons; respond to e-mail from E. Grover.			0.00		
129304	TIME	R. Spencer	0.30	675.00	202.50
12/9/2020		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft and file consent form to proceed before magistrate.			0.00		
129907	TIME	R. Spencer	0.40	675.00	270.00
1/4/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review calendar; draft joint case management statement; send draft to opposing counsel; file same.			0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
130066	TIME	R. Spencer	2.00	675.00	1350.00
1/8/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft mediation information request.			0.00		
130102	TIME	R. Spencer	0.20	675.00	135.00
1/12/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Check docket and e-mails for any update on the Alameda Superior Court case management conference.			0.00		
130637	TIME	R. Spencer	0.40	675.00	270.00
2/3/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Send ADR certification to Plaintiff and discuss same.			0.00		
130670	TIME	R. Spencer	0.70	675.00	472.50
2/8/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone plaintiff; review standing orders and initial scheduling order; e-mail questions to E. Grover.			0.00		
131528	TIME	R. Spencer	3.00	675.00	2025.00
3/17/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review additional documents produced by Defendant.			0.00		
132517	TIME	R. Spencer	0.50	675.00	337.50
5/11/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with A. Barnes regarding mediation brief.			0.00		
132579	TIME	R. Spencer	6.20	675.00	4185.00
5/14/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
E-mail opposing counsel regarding continuing case management conference; review file; create class damage calculation; review opposing counsel's draft of stipulation to continue case management conference; review local rule regarding signature attestation requirement; edit stipulation and e-mail to opposing counsel; edit mediation brief; send to E. Grover for review.			0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
132626	TIME	R. Spencer	3.70	675.00	2497.50
5/19/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Make additional changes to mediation brief exhibits; perform final review; e-mail mediation brief and exhibits to mediator.			0.00		
132789	TIME	R. Spencer	0.20	675.00	135.00
5/25/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with plaintiff.			0.00		
132808	TIME	R. Spencer	0.10	675.00	67.50
5/26/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with plaintiff.			0.00		
132813	TIME	R. Spencer	1.70	675.00	1147.50
5/27/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Respond to question from E. Grover regarding mediation; review documents to counter Defendant's arguments at mediation; e-mail E. Grover regarding same; draft stipulation to continue case management conference; send to opposing counsel for review.			0.00		
133592	TIME	R. Spencer	0.40	675.00	270.00
6/17/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft stipulation to move state court case management conference; send to opposing counsel for review.			0.00		
133818	TIME	R. Spencer	0.30	675.00	202.50
6/29/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review Defendant's changes to stipulation to continue case management conference in Alameda Superior Court; finalize and file.			0.00		
133851	TIME	R. Spencer	0.10	675.00	67.50
6/30/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review order continuing case management conference.			0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 5

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
134950	TIME	R. Spencer	0.30	675.00	202.50
8/20/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review Cazares v. Host decision.			0.00		
134999	TIME	R. Spencer	1.00	675.00	675.00
8/27/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Download additional document production; review; e-mail E. Grover and S. Bernstein regarding same.			0.00		
135350	TIME	R. Spencer	0.40	675.00	270.00
9/2/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone plaintiff; send memorandum of understanding to plaintiff.			0.00		
135474	TIME	R. Spencer	0.20	675.00	135.00
9/3/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with plaintiff.			0.00		
135601	TIME	R. Spencer	0.10	675.00	67.50
9/17/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Respond to e-mail from plaintiff; update E. Grover.			0.00		
135911	TIME	R. Spencer	0.40	675.00	270.00
10/14/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft stipulation to continue case management conference; send to opposing counsel for review.			0.00		
135956	TIME	R. Spencer	0.30	675.00	202.50
10/18/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
File stipulation and proposed order to continue case management conference.			0.00		
136101	TIME	R. Spencer	0.60	675.00	405.00
10/25/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft joint request to continue case management conference.			0.00		
136129	TIME	R. Spencer	0.20	675.00	135.00
10/26/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 6

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
File stipulation to continue case management conference; e-mail same to Court.			0.00		
136772	TIME	R. Spencer	1.10	675.00	742.50
12/7/2021		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review settlement agreement; telephone plaintiff and discuss same; respond to e-mail from E. Grover regarding average wage rate.			0.00		
137298	TIME	R. Spencer	0.40	675.00	270.00
1/13/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft joint stipulation to continue case management conference; send to opposing counsel for review; receive approval to file same.			0.00		
137519	TIME	R. Spencer	1.60	675.00	1080.00
1/27/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review order from court regarding supplemental briefing; check file; upload settlement to LWDA; draft supplemental declaration.			0.00		
137642	TIME	R. Spencer	2.00	675.00	1350.00
2/3/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Edit Spencer declaration in support of preliminary approval; send to E. Grover for review. Assist with finalizing supplemental motion in support of preliminary approval; review filing and exhibits.			0.00		
138082	TIME	R. Spencer	0.40	675.00	270.00
3/1/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review S. Bernstein's changes to damage calculation.			0.00		
138095	TIME	R. Spencer	1.00	675.00	675.00
3/2/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review preliminary approval papers in preparation for hearing.			0.00		
138099	TIME	R. Spencer	2.10	675.00	1417.50
3/3/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Prepare and attend preliminary approval hearing.			0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 7

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
Telephone call with E. Grover regarding preliminary approval hearing.					
138116	TIME	R. Spencer	0.20	675.00	135.00
3/4/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
E-mail and telephone claims administrator regarding Court's request to create website.			0.00		
138149	TIME	R. Spencer	0.10	675.00	67.50
3/7/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Respond to e-mail from Court clerk.			0.00		
138157	TIME	R. Spencer	1.20	675.00	810.00
3/8/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
E-mail court regarding setting up online portal; e-mail and telephone claims administrator regarding online portal.			0.00		
138200	TIME	R. Spencer	1.10	675.00	742.50
3/9/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review preliminary approval order; discuss issue with opposing counsel regarding inconsistent dates; e-mail Court regarding same; e-mail claims administrator order; redline notice pursuant to Court's order; send to E. Grover for review.			0.00		
138573	TIME	R. Spencer	2.20	675.00	1485.00
3/17/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review settlement website; draft list of changes to be made as well as documents to be added.			0.00		
138673	TIME	R. Spencer	2.60	675.00	1755.00
3/22/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review revised website as well as new notice prepared by claims administrator; e-mail claims administrator with changes.			0.00		
138682	TIME	R. Spencer	1.70	675.00	1147.50
3/23/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review additional changes to website; review			0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 8

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
other settlement websites; e-mail opposing counsel regarding same.					
138694	TIME	R. Spencer	1.50	675.00	1012.50
3/25/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with opposing counsel; update notes regarding website; send same to opposing counsel.			0.00		
138724	TIME	R. Spencer	0.30	675.00	202.50
3/28/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
E-mail opposing counsel and claims administrator regarding website.			0.00		
138748	TIME	R. Spencer	0.10	675.00	67.50
3/30/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
E-mail claims administrator regarding website.			0.00		
138760	TIME	R. Spencer	0.20	675.00	135.00
3/31/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Respond to e-mail from opposing counsel; e-mail claims administrator regarding website changes.			0.00		
138811	TIME	R. Spencer	0.60	675.00	405.00
4/8/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review and edit final class notice; review changes to website.			0.00		
138863	TIME	R. Spencer	1.20	675.00	810.00
4/12/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review updates to website; discuss changes with opposing counsel.			0.00		
138931	TIME	R. Spencer	0.40	675.00	270.00
4/21/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft stipulation to move state court case management conference; e-mail to opposing counsel.			0.00		

5/17/2022
8:51 AM

Keller Grover LLP
Slip Listing

Page 9

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
138932	TIME	R. Spencer	0.30	675.00	202.50
4/21/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call from class member.			0.00		
139124	TIME	R. Spencer	0.20	675.00	135.00
5/2/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Review CAFA notice.			0.00		
139154	TIME	R. Spencer	0.10	675.00	67.50
5/2/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Send claims administrator exhibits for CAFA notice.			0.00		
139156	TIME	R. Spencer	1.70	675.00	1147.50
5/2/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft Plaintiff's declaration in support of final approval.			0.00		
139221	TIME	R. Spencer	0.80	675.00	540.00
5/2/2022		Other	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with Plaintiff's; edit Plaintiff's final approval declaration send to him via mail and e-mail.			0.00		
Grand Total					
		Billable	78.30		52852.50
		Unbillable	0.00		0.00
		Total	78.30		52852.50

EXHIBIT E

5/17/2022
8:56 AM

Keller Grover LLP
Slip Listing

Page 1

Selection Criteria

Clie.Selection Include: Madison Indust,
Time.Selection Include: A. Barnes
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
138959	TIME	A. Barnes	5.80	650.00	3770.00
5/11/2021		5/12/2021 Phone Calls	0.00	T@1	
WIP		Madison Indust,	0.00		
Telephone call with R. Spencer re mediation brief; start research reg mediation brief; start drafting mediation brief.			0.00		
132799	TIME	A. Barnes	4.60	650.00	2990.00
5/12/2021		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft mediation brief.			0.00		
132800	TIME	A. Barnes	3.30	650.00	2145.00
5/13/2021		Draft	0.00	T@1	
WIP		Madison Indust,	0.00		
Draft mediation brief.			0.00		
Grand Total					
			Billable	13.70	8905.00
			Unbillable	0.00	0.00
			Total	13.70	8905.00

EXHIBIT F

Keller Grover LLP

Transactions by Account

All Transactions

Date	Name	Account	Class	Paid Amount
1900 · Case Expenses Receivable				
1907 · \$Delivery				
10/30/2020	Western Messenger Service, Inc.	1907 · \$Delivery	Madison Industrial	34.53
11/25/2020	Western Messenger Service, Inc.	1907 · \$Delivery	Madison Industrial	69.05
07/04/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Madison Industrial	240.50
07/11/2021	Western Messenger Service, Inc.	1907 · \$Delivery	Madison Industrial	46.31
Total 1907 · \$Delivery				390.39
1910 · \$FedEx				
10/22/2021	FedEx	1910 · \$FedEx	Madison Industrial	24.50
01/03/2022	FedEx	1910 · \$FedEx	Madison Industrial	32.29
Total 1910 · \$FedEx				56.79
1913 · \$Filing & Court Fees				
09/14/2020	LWDA	1913 · \$Filing & Court Fees	Madison Industrial	75.00
10/22/2020	One Legal, Inc.	1913 · \$Filing & Court Fees	Madison Industrial	1,567.36
10/30/2020	One Legal, Inc.	1913 · \$Filing & Court Fees	Madison Industrial	40.00
06/29/2021	Clerk of the Court	1913 · \$Filing & Court Fees	Madison Industrial	20.00
10/27/2021	One Legal, Inc.	1913 · \$Filing & Court Fees	Madison Industrial	41.13
10/28/2021	One Legal, Inc.	1913 · \$Filing & Court Fees	Madison Industrial	39.89
Total 1913 · \$Filing & Court Fees				1,783.38
1930 · \$Transportation				
05/26/2021		1930 · \$Transportation	Madison Industrial	109.76
Total 1930 · \$Transportation				109.76
1936 · \$Meals				
05/27/2021	Subway	1936 · \$Meals	Madison Industrial	8.59
05/28/2021	Starbucks	1936 · \$Meals	Madison Industrial	2.95
09/02/2021	Wholefoods	1936 · \$Meals	Madison Industrial	13.69
Total 1936 · \$Meals				25.23
1952 · \$Photocopies				
12/09/2021		1952 · \$Photocopies	Madison Industrial	129.60
04/22/2022		1952 · \$Photocopies	Madison Industrial	68.40
Total 1952 · \$Photocopies				198.00
1956 · \$Postage				
12/22/2020		1956 · \$Postage	Madison Industrial	6.90
03/09/2021		1956 · \$Postage	Madison Industrial	0.50
09/15/2021		1956 · \$Postage	Madison Industrial	0.51
12/01/2021		1956 · \$Postage	Madison Industrial	2.39
03/01/2022		1956 · \$Postage	Madison Industrial	3.29
Total 1956 · \$Postage				13.59
1960 · \$Research				
09/30/2020	LexisNexis, RELX Inc.	1960 · \$Research	Madison Industrial	18.40
02/10/2021	Pacer Service Center	1960 · \$Research	Madison Industrial	12.10
05/10/2021	Pacer Service Center	1960 · \$Research	Madison Industrial	0.10
05/31/2021	LexisNexis, RELX Inc.	1960 · \$Research	Madison Industrial	9.07
08/10/2021	Pacer Service Center	1960 · \$Research	Madison Industrial	0.10
01/03/2022	LexisNexis, RELX Inc.	1960 · \$Research	Madison Industrial	65.83
02/06/2022	Pacer Service Center	1960 · \$Research	Madison Industrial	0.70
Total 1960 · \$Research				106.30

Keller Grover LLP
Transactions by Account
All Transactions

Date	Name	Account	Class	Paid Amount
1977 · \$Mediation Fee				
01/08/2021	Steve G Pearl	1977 · \$Mediation Fee	Madison Industrial	3,000.00
05/27/2021	Steve G Pearl	1977 · \$Mediation Fee	Madison Industrial	3,000.00
Total 1977 · \$Mediation Fee				6,000.00
Total 1900 · Case Expenses Receivable				8,683.44
TOTAL				8,683.44