

KELLER GROVER LLP
 1965 Market Street, San Francisco, CA 94103
 Tel. 415.543.1305 | Fax 415.543.7861

ERIC A. GROVER (SBN 136080)
eagrover@kellergrover.com
 ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
KELLER GROVER LLP
 1965 Market Street
 San Francisco, California 94103
 Telephone: (415) 543-1305
 Facsimile: (415) 543-7861

SCOT BERNSTEIN (SBN 94915)
swampadero@sbernsteinlaw.com
LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION
 101 Parkshore Drive, Suite 100
 Folsom, California 95630
 Telephone: (916) 447-0100
 Facsimile: (916) 933-5533

Attorneys for Plaintiff
 FRANK SICA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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

Plaintiff,

v.

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

Defendants.

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

CLASS ACTION

**DECLARATION OF ERIC A. GROVER IN
 SUPPORT OF PLAINTIFF'S MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION AND PAGA
 SETTLEMENT**

Date: February 3, 2022
 Time: 1:30 p.m.
 Ctrm: TBD
 Judge: Kandis A. Westmore

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

1 I, 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 proposed co-Class Counsel in this action. I have personal
5 knowledge of the facts stated herein and, if called as a witness, I could and would testify
6 competently to the 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;
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- 8 ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;
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- 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;
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- 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;
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- 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
- 27 fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern District of California, Case No. C-12-cv-5978-CRB;
- 28 ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court, Northern District of California, Case No. 4:12-cv-04650-YGR;

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- 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 Services of California, Inc.*, Alameda County Superior Court Case No. RG17846239.

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 Defendant Madison Industrial Services Team, Limited Partnership (“Madison” or “Defendant”) 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.

The Settlement Process:

10. Plaintiff’s counsel has significant experience representing employees of contractors similar to Defendant. Prior to bringing the action, proposed 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.

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

12. 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

¹ It now appears that the maximum number of Class Members does not exceed 390, including Class Members who worked for Defendant more than once during the Class Period.

Defendant's records of each Class Member's dates of employment and pay records) did not exceed 14,500.²

13. 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. After exchanging documents and data, the parties participated in two lengthy mediation sessions on May 26, 2021 and September 1, 2021 with Steve Pearl, Esq., a well-respected mediator with experience mediating wage and hour class actions. Through the mediation negotiations assisted by the mediator, the parties have agreed to settle the entire action (the "Settlement") on the terms set forth in the Settlement Agreement, subject to approval by the Court. All terms of the parties' Settlement are set forth in the Settlement Agreement, attached hereto as **Exhibit A**.

14. The parties agreed that, for the purpose of Settlement, the Class Members are defined as 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.

15. The Settlement provides that Settlement Class Members, *i.e.*, those Class Members who do not submit a timely and valid request for exclusion, will be subject to a Limited Release. The release provides that:

As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members will release the Released Parties from the Released Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action which are the subject matter of the Released Claims. Nonetheless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class

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.

Members shall be deemed to have, and, by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement.

See Ex. A at § III.B. “Released Claims” are defined as:

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

Ex. A at § I.LL.

16. The Settlement Agreement also provides a PAGA Release, which is defined as:

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

Ex. A at § III.D. The PAGA Released Claims are defined as:

all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged in the operative Complaint or in Plaintiff’s letter to the LWDA dated September 14, 2020.

Ex. A at § I.BB.

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

17. 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, wage statement, 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.

18. The following is an explanation of the best-case scenario, or the maximum potential recovery, if this case went to trial. The calculations are based on the assumptions set forth below that I and proposed Co-Class Counsel derived from the information obtained in formal discovery and otherwise provided by Defendant.

Assumptions Used:

- **14,500 Qualified Shifts³ worked by approximately 390 Class Members**
- **\$11.50 per hour average minimum wage rate**
- **434 “former” Class Members for Labor Code § 203 purposes⁴**
- **3,084 wage statements issued to approximately 390 Class Members**

³ The Settlement Agreement defines “Qualified Shifts” as “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).” Ex. A at § I.KK.

⁴ Some Class Members worked for Defendant more than once and are considered “former employees” for Labor Code § 203 purposes each time they left their employment with Defendant.

- **2,814 pay periods during PAGA Period (“Qualified Pay Periods”)**

Maximum Damage Calculation of Strongest Claim Based on Assumptions:

- **Potential Labor Code § 1194 damages of approximately \$83,375**
 - o 14,500 shifts worked with 30 minutes of unpaid pre-shift time per work day at \$11.50 per hour [14,500 x 30 x (\$11.50/60)]

Maximum Damage Calculation of Weaker Claims Based on Assumptions:

- **Potential Labor Code § 1194.2 liquidated damages of approximately \$83,375**
 - o Statutory doubling of Labor Code § 1194 damages
- **Potential Labor Code § 226.7 second meal period damages based on 50% violation rate of approximately \$349,740**
 - o 14,500/2 shifts x one hour of pay at average rate of \$48.24
 - o If the Court found that only the minimum wage rate also applied to this claim, the maximum potential damages would be reduced to \$83,375
- **Potential Labor Code § 203 civil penalties of approximately \$6,280,848**
 - o 434 x \$482.40 (day of pay at average rate x 10 hours) x 30 days
 - o If the Court found that only the minimum wage rate also applied to this claim, the maximum potential damages would be reduced to \$1,497,300
- **Potential Labor Code § 226 statutory damages of approximately \$286,650, plus fees and costs.**
 - o Labor Code § 226(e) provides statutory damages in the amount of “fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000).”⁵
 - o $(390 \times \$50) + (2,694 \times \$100) = \$288,900$

⁵ To the extent that any individual Class Members received more than 41 wage statements during the Class Period, none beyond 41 would permit an award of damages due to the statutory ceiling, thereby lowering the potential maximum liability.

- **Potential PAGA penalties could add another \$28,140 to \$281,400 in damages at \$100 per Qualified Pay Period.⁶**

19. The estimated \$403,000 Net Settlement Amount represents more than four times the maximum damage calculation of the strongest claim. Although the maximum theoretical damages of the remaining claims exceed the Net Settlement Amount, the defenses to those claims discussed below warrant a substantial discount.

20. Looking first at the Labor Code § 1194.2 liquidated damages claim and the Labor Code § 203 waiting time penalty claim, Defendant points out that a level of willfulness is required to impose liability in connection with both of these claims. Defendant has argued that before the decision of the California court of appeal in *Gutierrez v. Brand Energy Services of California, Inc.* (2020) 50 Cal.App.5th 786, it was uncertain whether the pre-shift time at issue in this case was compensable, thus defeating any argument that Defendant's actions were willful.

21. Defendant argues that Section 301 of the federal Labor Management Relations Act ("LMRA") preempts Plaintiff's meal break and PAGA claims due to an allegedly valid collective bargaining agreement ("CBA"). See e.g., *Marquez v. Toll Glob. Forwarding*, 804 F. App'x 679, 680-81 (9th Cir. 2020) (finding § 301 of the LMRA preempted the plaintiff's meal period claims, citing *Curtis v. Irwin Industries, Inc.*, 913 F.3d 1146, 1155 (9th Cir. 2019) among other cases; *Radcliff v. San Diego Gas & Elec. Co.*, 519 F. Supp. 3d 743, 748 (S.D. Cal. 2021) (finding that § 301 of the LMRA preempted PAGA claims related to alleged overtime and meal period violations), citing *Curtis*, 913 F.3d at 1150, n.3. Defendant argues that meal period claims are statutorily barred under Labor Code § 512(e) due to the alleged CBA. See e.g., *Marquez*, 804 F. App'x at 680-81, citing Lab. Code § 512(e). Defendant also argues that Plaintiff will be unable to obtain class certification for the claims alleged.

22. 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

⁶ As addressed below, courts have wide latitude in assessing PAGA penalties.

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 \$12.82 [\$5,000/390].

23. 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.⁷ The following are examples of cases where courts awarded substantially reduced PAGA penalties:

- *Elder v Schwan Food Co.* (Feb. 27, 2013) No. B238876, 2013 Cal. App. Unpub. LEXIS 1472, at *7, 11, 19 (the court affirmed a reduced award of \$2,500 individual PAGA civil penalty);
- *Aguirre v Genesis Logistics* (C.D. Cal. Dec. 30, 2013) No. SACV 12-00687-JVS (ANx), 2013 U.S. Dist. LEXIS 189820, at *6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000);
- *Morales v Peck Jeep Eagle, Inc.* (Oct. 24, 2016) San Diego County Superior Court No. 37-2012-00103823 (PAGA penalties of \$80,400.00 awarded);
- *Banford v American Gen. Life* (Feb. 24, 2015) Santa Barbara County Superior Court No. CIV-DS1017566 (PAGA penalties of \$99,000.00 assessed); and
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation).

24. Taking those factors into account, proposed Class Counsel believes the MSA and Net Settlement Amount to be fair and reasonable. After subtracting out the amounts allocated to pay the costs of administration (not to exceed \$7,000), 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 \$403,000. The Net

⁷ 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 Settlement Amount will be distributed to all Settlement Class Members based on the formula set
2 forth in the Settlement Agreement and summarized below.

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

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

17 27. If no Class Member opts out, the average settlement payment would be
18 approximately \$1,033.33 (\$403,000/390) per Class Member and \$27.79 per shift
19 (\$403,000/14,500). For the reasons explained above, including the various defenses and other
20 risks of litigation, the proposed settlement amount is reasonable under the circumstances.

21 28. The Settlement Agreement provides all Class Members with the opportunity to
22 request exclusion from the class action settlement or to object to the settlement terms. Class
23 Members will have until the Response Deadline, which is 45 days after the date that the
24 Settlement Administrator mails the Notice of Class Action and PAGA Action Settlement to
25 Class Members (“Notice”). A proposed version of the Notice is Exhibit 1 to the Settlement
26 Agreement and proposed mailing envelope is Exhibit 2.

27 29. The Settlement Agreement provides that Class Members who wish to exclude
28 themselves from the class action settlement must submit a written Request for Exclusion by the

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

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

31. All Class Members are Aggrieved Employees, thus 25% of the PAGA payment will be divided amongst the approximately 390 Aggrieved Employees in addition to their individual payments for the class claims. Each Aggrieved Employees will receive individual PAGA payments in the amount of approximately \$12.82 (\$5,000/390).

32. The California Private Attorneys General Act, Labor Code §§ 2698, *et seq.*, does not allow aggrieved employees to object to or opt-out of a PAGA settlement. *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014). Thus, the Aggrieved Employees cannot request to be excluded from the settlement of the PAGA Released Claims.

33. The Settlement also provides the proposed Class Representative, Plaintiff Sica, with a modest Class Representative Service Award/General Release Payment for the risks that

1 he took and the time and effort he expended in prosecuting the claims in this action on behalf of
2 the Class Members. In addition to the Limited Release applicable to all Settlement Class
3 Members, the Settlement provides that the Class Representative will provide a General Release
4 of all of his individual claims against Defendant in exchange for a General Release Payment.

5 34. The Settlement also provides a fair notice procedure that ensures the highest
6 number of Class Members will receive the Notice. No later than 21 calendar days after the
7 Preliminary Approval Date and only after Defendant receives sufficient and reasonable
8 assurance that the Settlement Administrator will maintain the confidentiality of the Class Data
9 and the Aggrieved Employee Data, Defendant shall provide the Settlement Administrator with
10 the Class Data and Aggrieved Employee Data for purposes of preparing and mailing the Notice
11 of Class and PAGA Action Settlement to Class Members and the Notice of PAGA Settlement to
12 Aggrieved Employees, as well as undertaking its other obligations. The Settlement
13 Administrator shall be obligated to keep the Class Data and Aggrieved Employee Data
14 confidential and shall take reasonable and necessary precautions to maintain the confidentiality
15 of the data. The Settlement Administrator shall not distribute or use the Class Data, Aggrieved
16 Employee Data or any information contained therein for any purpose other than to administer
17 this settlement.

18 35. Because the Class Members are former and current employees of Defendant, their
19 identities and contact information are more readily available than in other circumstances. As a
20 result, the Parties agreed that providing class notice via First-Class mail is appropriate here.

21 36. The Notice explains in plain, easily understood language the nature of the lawsuit,
22 the terms of the settlement, the Class Members' rights, and the steps necessary to request
23 exclusion from the Class Settlement or object to the Settlement. The Notice shall be
24 individualized by inclusion of each Class Member's number of Qualified Shifts and the
25 Settlement Administrator's calculation of their estimated Individual Settlement Payment if they
26 do not request to be excluded from the Settlement. The Notice also shall set forth the Limited
27 Release to be given by Settlement Class Members in exchange for an Individual Settlement
28 Payment.

1 37. My firm and co-Class Counsel conducted an extensive investigation of the factual
2 allegations involved in this case. In litigating this case and engaging in informal discovery, we
3 gained a sufficient understanding of Defendant's legal theories and defenses and the factual and
4 legal issues regarding this action. We reviewed relevant information and documents produced
5 informally prior to mediation and reached a settlement through extensive, arms'-length
6 negotiations with Defendant's counsel, assisted by a skilled, experienced mediator in two
7 mediation sessions.

8 38. I am of the opinion that the Settlement amount for each Settlement Class Member
9 is fair, reasonable, and adequate, given the inherent risk of continued litigation, the risk relative
10 to obtaining class certification, and the expense and length of continued proceedings necessary
11 to litigate the disputes in this action through trial and through any possible appeals.

12 39. The fairness of the Settlement is further demonstrated by the uncertainty and risks
13 to the Class Members involved in not prevailing on the merits. Defendant adamantly disputes
14 Plaintiff's ability to succeed at certifying the class and proving that it is liable to the Class
15 Members for its practices and policies regarding pre-shift and post-shift pay, meal periods, wage
16 statements and termination pay. With regard to the PAGA penalties, Plaintiff acknowledges the
17 risk the Court could exercise its discretion under PAGA to award lesser penalties than might
18 otherwise be owed. See paragraph 23 above, listing examples of cases in which courts exercised
19 their discretion and reduced PAGA penalties.

20 **Suitability of the Settlement Class for Certification**

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

24 41. As one of the proposed Class Counsel, I am confident that Plaintiff could
25 successfully prove that this action meets the requirements of class certification; however, I
26 understand that Defendant's counsel strongly disagrees.

27 42. The size of the proposed Classes is sufficiently numerous to warrant certification.
28 According to Defendant's records, the Class is comprised of approximately 390 current and

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

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

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

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

25 46. Common questions of law and fact will predominate in this action. the common
26 questions regarding Defendant's alleged uniform policies and practices pertaining to pre-shift
27 and post-shift pay, meal periods, wage statement, and termination pay will drive the
28 determination of its alleged liability to the proposed Class. The key fact questions, *i.e.*, what

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

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

Class Representative Incentive Award/General Release Payment:

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

49. The proposed service award is fair given the amount of time and effort the named Plaintiff spent on assisting in the prosecution of this case and the personal hardship and pressure faced as a result of filing this lawsuit against their former employer. The named Plaintiff will provide a declaration outlining his efforts and time spent on behalf of the Class Members as part of the final approval process.

1 50. The Settlement also provides that Plaintiff will release his respective individual
2 claims against Defendant in exchange for a General Release payment. The General Release does
3 not apply to or affect the Settlement Class Members. The General Release Payment is included
4 in the \$7,500 Incentive Award amount. The General Release Payment is not preferential
5 treatment because the Settlement Class Members will not be subject to or affected by the
6 General Release.

7 **Residual Funds:**

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

16 **Settlement Administration:**

17 52. After obtaining three bids from third-party administrators, the Parties have agreed
18 to propose Simpluris, Inc. ("Simpluris") to serve as Settlement Administrator for the Settlement.
19 Simpluris is an experienced settlement administration firm and provided a capped price not to
20 exceed \$7,000.

21 53. Class Counsel has worked with Simpluris in connection with several other class
22 settlements in the past two years. The Settlement Agreement allocates no more than \$7,000 of
23 the MSA for the Settlement Administrator's costs of providing notice to the proposed Settlement
24 Class and administering the Settlement. The anticipated cost of notice and administration thus
25 represents only around 1% of the Maximum Settlement Amount. The administration costs are
26 reasonable given the number of Class Members, the number of Individual Settlement and PAGA
27 Payments to be calculated, and the notice procedures involved.

28 **Class Action Fairness Act:**

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

Attorneys' Fees and Costs:

55. As permitted under the Settlement, no later than 14 days prior to the Response Deadline, Class Counsel will move for an award of attorneys' fees in an amount not to exceed \$195,000, which is 30% of the MSA, and actual litigation costs and expenses incurred in this litigation, which are not expected to exceed \$17,500.

56. Class Counsel understands that, if preliminary approval is granted, the Court will conduct an analysis into Class Counsel's request for attorneys' fees. Class Counsel will present detailed information regarding their lodestar, expenses and work performed with the motion for award of attorneys' fees and costs.

57. For preliminary approval purposes, Class Counsel presents the following initial lodestar and costs information to support that the proposed Class Counsel Award provided in the Settlement Agreement is reasonable.

58. I and other attorneys at Keller Grover LLP have spent approximately 155 hours litigating this case through December 29, 2021. During this litigation, our work has included investigating and researching the Plaintiff's claims, drafting and filing the complaints, engaging in settlement negotiations, including preparing for and attending the mediations, and preparing this motion.

59. With the fee motion, I will provide detailed discussion regarding our hourly rates and Northern District of California cases establishing that our rates are in line the prevailing market rate.

60. Based on Keller Grover LLP's 2021 billing rates, Keller Grover's lodestar for this action through December 29, 2021 is approximately \$115,375. I anticipate that Class Counsel's lodestar will increase by an additional approximately \$20,000 for the work remaining to be performed in documenting and securing preliminary and final approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining dismissal of the action.

61. Co-Class Counsel Law Offices of Scot D. Bernstein, A Professional Law Corporation's lodestar through December 13, 2021 is \$57,780.

62. Together, Class Counsel's current lodestar is \$173,155 and is expected to increase to at least \$193,155 in total.

63. Keller Grover LLP has incurred approximately \$8,512.93 in litigation costs and expenses through December 29, 2021. I will provide a detailed explanation of our firm's costs and expenses with the motion for award of fees and costs.

64. Co-Class Counsel has incurred approximately \$3,329.10 in litigation costs and expenses through December 13, 2021.

65. Together, Class Counsel's litigation costs and expenses currently total approximately \$11,842.03. That amount is expected to increase by approximately \$500 through the end of this action.

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 29th day of December 2021 at San Francisco, California.

ERIC A. GROVER

EXHIBIT A

1 ERIC A. GROVER (SBN 136080)
2 egrover@kellergrover.com
3 ROBERT W. SPENCER (SBN 238491)
4 rspencer@kellergrover.com
5 **KELLER GROVER LLP**
6 1965 Market Street
7 San Francisco, California 94103
8 Telephone: (415) 543-1305
9 Facsimile: (415) 543-7861

10 SCOT BERNSTEIN (SBN 94915)
11 swampadero@sbernsteinlaw.com
12 **LAW OFFICES OF SCOT D. BERNSTEIN,**
13 **A PROFESSIONAL CORPORATION**
14 101 Parkshore Drive, Suite 100
15 Folsom, California 95630
16 Telephone: (916) 447-0100
17 Facsimile: (916) 933-5533

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)

2 tmm@ogletree.com

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

4 One Embarcadero Center, Suite 900

5 San Francisco, California 94111

6 Telephone: (415) 442-4810

7 Facsimile: (415) 422-4870

8 Attorneys for Defendant

9 MADISON INDUSTRIAL SERVICES TEAM, LTD.

10 SHAYNA E. DICKMAN, (CA. SBN 290844)

11 shayna.dickstein@ogletreedeakins.com

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

13 8117 Preston Road, Suite 500

14 Dallas, TX 75225

15 Telephone: (214) 313-2812

16 Facsimile: (214) 987-3927

17 Attorneys for Defendant

18 MADISON INDUSTRIAL SERVICES TEAM, LTD.

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

I. DEFINITIONS

- A. “Action” shall mean the civil action entitled *Frank Sica v. Madison Industrial Services Team, Limited Partnership*, filed on September 30, 2020 in Alameda County Superior Court, Case No. RG20076869, and removed to the United States District Court for the Northern District of California on November 25, 2020 and assigned Case No. 4:20-cv-08347-KAW.
- B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint Stipulation of Class Action and PAGA Settlement and Release of Claims.
- C. “Aggrieved Employees” means all current and former hourly on-site employees who worked for Defendant in California at any time during the PAGA Period. All individual Aggrieved Employee are also Class Members.
- D. “Aggrieved Employee Data” means information regarding Aggrieved Employees that Defendant will compile from its available, existing, electronic records and will provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all of the following information: (i) each Aggrieved Employee’s full name; (ii) each Aggrieved Employee’s last-known address; (iii) each Aggrieved Employee’s Social Security and Employee ID numbers; and (iv) the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
- E. “Class Counsel” means the attorneys of record for the Class Representatives and Class Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market

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
28

Settlement Administration Costs. This is a non-reversionary Settlement. Other than as provided in Paragraph III.K.2.(a).(3), in no event shall Defendant be liable for more than the Maximum Settlement Amount of \$650,000 plus the employer's share of the payroll taxes under this Agreement.

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

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

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

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

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

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

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

DD. "Plaintiff" shall mean the named Plaintiff Frank Sica.

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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the facts pleaded in the First Amended Complaint, together with interest, fees, and costs related to those claims. The Release Period for the Released Claims shall be the same as the Class Period, i.e., the time period from and including September 30, 2016 through September 30, 2021.

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

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

OO. “Settlement” means the disposition of the Action pursuant to this Agreement.

PP. “Settlement Administrator” means Simpluris, Inc.

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

II. RECITALS

A. Class Certification. The Parties stipulate and agree to certification for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not

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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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER 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.

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

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

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters a Preliminary Approval Order granting preliminary approval to the Settlement;
2. The Court enters a Final Approval Order and a judgment;
3. The final Effective Date occurs; and
4. Defendant does not invoke its right to revoke the Settlement as described in 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.

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
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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
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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
 27
 28

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.

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

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

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

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

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
 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: 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: _____

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.

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7 Agreement and its exhibits.

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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: _____
18 Name:
19 Title:
On Behalf of Defendant

20 DATED: (12-10-), 2021

FRANK SICA

21
22
23 By: Frank Sica

1 APPROVED AS TO FORM:

2
3 DATED: December 13, 2021

KELLER GROVER LLP

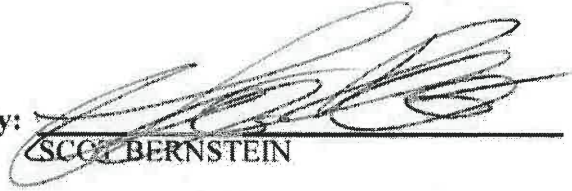
4
5 By: 

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

KELLER GROVER LLP

4
5 By: _____
6 ERIC A. GROVER
7 ROBERT W. SPENCER

8 Attorneys for Plaintiff
9 FRANK SICA

10 DATED: _____, 2021

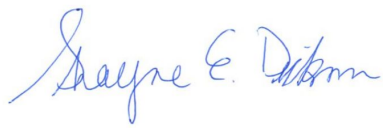
**LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION**

11
12 By: _____
13 SCOT BERNSTEIN

14 Attorneys for Plaintiff
15 FRANK SICA

16
17 DATED: December 14, 2021

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

18
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 1

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Sica v. Madison Industrial Services Team

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

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

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

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

WHAT ARE YOUR OPTIONS?

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

OBJECT	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment.
---------------	--

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on Madison's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Shifts during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on Madison's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

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

WHY AM I RECEIVING THIS NOTICE?

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

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

WHAT IS THIS LAWSUIT ABOUT?

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

DO I HAVE AN ATTORNEY?

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

WHAT IS THE CASE STATUS?

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

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

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

WHO IS IN THE CLASS?

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

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

WHAT ARE THE TERMS OF THE SETTLEMENT?

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

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

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

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

WHAT CAN I RECEIVE FROM THE CLASS SETTLEMENT?

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

HOW IS MY PORTION OF THE CLASS SETTLEMENT CALCULATED?

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

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

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

Questions? Call **<<CLAIM ADMIN PH NO>>**

Settlement Administrator

<<Address>>

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

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

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

WHAT HAPPENS IF I DO NOTHING?

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

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

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

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

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

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

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

Released Claims

The "Released Claims" means and includes all claims against the Released Parties arising between September 30, 2016 and September 30, 2021, inclusive, under state, federal, or local law, whether statutory, arising out of the claims expressly pleaded in the operative First Amended Complaint on file in

Questions? Call <<CLAIM ADMIN PH NO>>

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

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

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

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

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

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

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

Settlement Administrator

<<Address>>

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

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

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

Questions? Call <<CLAIM ADMIN PH NO>>

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

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

Any Class Member who has not asked to be excluded from this Settlement may object to the Settlement. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Action will continue. Please also keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

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

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

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

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

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

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

HOW DO I GET ADDITIONAL INFORMATION?

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

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

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

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

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

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

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EXHIBIT 2

Sica v. Madison Industrial Services Team
Settlement Administrator

[insert address]

[Insert Recipient's Address]

**THIS IS A LEGAL NOTICE REGARDING DEADLINES AFFECTING YOUR RIGHTS TO
MONEY FROM A CLASS ACTION SETTLEMENT. IT IS NOT AN ADVERTISEMENT OR A SOLICITATION.**

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