
EXHIBIT A

1 ERIC A. GROVER (SBN 136080)
egrover@kellergrover.com

2 ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com

3 **KELLER GROVER LLP**

4 1965 Market Street
San Francisco, California 94103
5 Telephone: (415) 543-1305
6 Facsimile: (415) 543-7861

7 SCOT BERNSTEIN (SBN 94915)

swampadero@sbernsteinlaw.com

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

10 101 Parkshore Drive, Suite 100
Folsom, California 95630
11 Telephone: (916) 447-0100
12 Facsimile: (916) 933-5533

13 Attorneys for Plaintiff
FRANK SICA

14 [Additional Counsel on Following Page]

15
16 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT OF CALIFORNIA**

18
19 FRANK SICA, on behalf of himself, and all
20 others similarly situated, and all aggrieved
employees,

21 Plaintiffs,

22
23 v.

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

26 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.

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

8 **I. DEFINITIONS**

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

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

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

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

26 E. “Class Counsel” means the attorneys of record for the Class Representatives and Class
27 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market
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Street, San Francisco, California 94103, and Scot Bernstein of Law Offices of Scot D. Bernstein, A Professional Corporation, 101 Parkshore Drive, Suite 100, Folsom, California 95630.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 II. RECITALS

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

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

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

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

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

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

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

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

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

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

22 **III. TERMS OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 from their personal tax reporting of all such payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 L. Notice Procedure.

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

12 2. Notice of Class Action and PAGA Settlement.

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

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

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

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

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

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

19 7. Requests for Exclusion.

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

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

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

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

- 1 e) No later than five calendar days after the Response Deadline, the Settlement
2 Administrator shall provide counsel for the Parties with a final list of the Class
3 Members who have timely submitted written Requests for Exclusion.
- 4 f) At no time shall any of the Parties or their counsel solicit or otherwise
5 encourage Class Members to submit Requests for Exclusion from the
6 Settlement.

7 8. Objections.

- 8 a) The Notice of Class and PAGA Action Settlement shall state that Class
9 Members who wish to object to the Settlement must mail to the Court, at the
10 address provided in the Notice of Class and PAGA Action Settlement, a written
11 statement of objection (“Notice of Objection”) by the Response Deadline. The
12 postmark date of mailing shall be deemed to be the exclusive means for
13 determining whether a Notice of Objection was timely submitted.
- 14 b) Class Members who submit a timely Notice of Objection will have a right to
15 appear at the final approval hearing in order to have their objections heard by
16 the Court. The Notice of Objection must be signed by the Class Member and
17 state (1) the case name and number; (2) the name of the Class Member; (3) the
18 address of the Class Member; (4) the last four digits of the Class Member’s
19 Social Security number or Employee ID number; (4) the basis for the objection
20 and any supporting documents; and (5) whether or not the Class Member
21 intends to appear at the final approval hearing. Class Members who fail to
22 make objections in the manner specified above may be deemed to have waived
23 any objections and to be foreclosed from making any objections to the
24 Settlement, whether by appeal or otherwise. The failure to submit a written
25 objection does not waive a Settlement Class Member’s right to appear and
26 orally object at the final approval hearing.
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- 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
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obtaining, administering, or challenging a Preliminary Approval Order and/or Final Approval Order.

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

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

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

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

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

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

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

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

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

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

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

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

- 24 1. Declaration by Settlement Administrator. The Settlement Administrator shall submit
25 a declaration in support of Plaintiff's Motion for Final Approval of this Settlement.
26 That declaration shall detail the number of Notices of Class Action Settlement mailed
27 and re-mailed to Class Members, the number of undeliverable Notices of Class
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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
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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.
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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
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1 - Claims have no merit and do not give rise to liability. This Agreement is a compromise of
2 disputed claims. Nothing contained in this Agreement, no documents referred to in this
3 Agreement and no action taken to carry out this Agreement may be construed or used as an
4 admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack
5 of merit of the claims asserted.

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

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

11

12 **IT IS SO AGREED:**

13

14 DATED: December 14, 2021

**MADISON INDUSTRIAL SERVICES
TEAM, LIMITED PARTNERSHIP**

15

16

17

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

18

19

20 DATED: _____, 2021

FRANK SICA

21

22

23

By: _____

24

25

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27

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

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

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

11

12 **IT IS SO AGREED:**

13

14 DATED: _____, 2021

**MADISON INDUSTRIAL SERVICES
TEAM, LIMITED PARTNERSHIP**

15

16

17

By: _____
Name:
Title:
On Behalf of Defendant

18

19

20 DATED: (12-10-), 2021

FRANK SICA

21

22

23

By: Frank Sica

24

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1 APPROVED AS TO FORM:

2
3 DATED: December 13, 2021

KELLER GROVER LLP

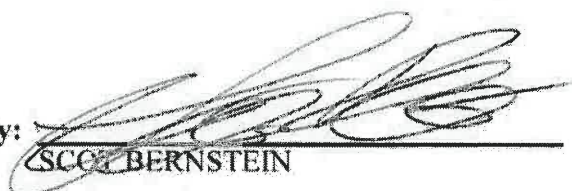
4
5 By: 

ERIC A. GROVER
ROBERT W. SPENCER

6
7 Attorneys for Plaintiff
FRANK SICA

8
9
10 DATED: December 13, 2021

LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION

11
12 By: 

SCOT BERNSTEIN

13
14 Attorneys for Plaintiff
FRANK SICA

15
16
17 DATED: _____, 2021

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

18
19 By: _____

THOMAS M. MCINERNEY
SHAYNA E. DICKMAN

20
21 Attorneys for Defendant
MADISON INDUSTRIAL SERVICES TEAM,
LIMITED PARTNERSHIP

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1 **APPROVED AS TO FORM:**

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3 DATED: _____, 2021
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KELLER GROVER LLP

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

8 Attorneys for Plaintiff
9 FRANK SICA

10 DATED: _____, 2021
11

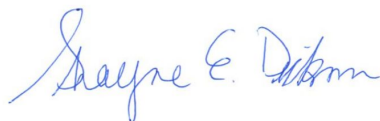
**LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION**

12 By: _____
13 SCOT BERNSTEIN

14 Attorneys for Plaintiff
15 FRANK SICA

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17 DATED: December 14, 2021
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**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

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

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