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8 Attorneys for the Plaintiff Classes
 9 [Additional counsel appear on next
 10 page]

Attorneys for RGIS, LLC (erroneously
 sued as RGIS Inventory Specialists, Inc.)

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 12
 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15

16 TRISHA WREN and CYNTHIA PIPER,
 17 et al., individually and behalf of others
 similarly situated,

Case Nos.: 3:06-cv-05778 JCS
 3:07-cv-00032 JCS

18 Plaintiffs,

CLASS AND COLLECTIVE ACTION

20 v.

STIPULATION AND [PROPOSED]
 ORDER RE DISTRIBUTION OF
 SETTLEMENT FUNDS

21 RGIS Inventory Specialists, LLC, RGIS,
 22 LLC, Does 1-25 Inclusive,

23 Defendants.

Honorable Joseph C. Spero

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STIPULATION

WHEREAS the parties have agreed to settle the matters of *Wren & Piper v. RGIS Inventory Services LLC* for the gross settlement amount of \$27,000,000 (Dkt. No. 932);

WHEREAS the Court granted final approval of the class action settlement in the matters of *Wren & Piper v. RGIS Inventory Services LLC* on April 1, 2011 (Dkt. No. 932);

WHEREAS the Court granted Plaintiffs' Motion for Service Awards on April 1, 2011 (Dkt. No. 932);

WHEREAS the Court granted in part Plaintiffs' Motion for an Award of Reasonable Attorneys' Fees and Costs on April 1, 2011 and May 13, 2011 (Dkt. Nos. 932 & 940);

WHEREAS the approved Settlement Agreement provides that all portions of the gross settlement amount not allocated to plaintiffs' attorneys' fees and costs (Settlement Agreement § 2.12(B)), service awards to named plaintiffs and class representatives (*id.* at § 2.12(D)), charges and costs incurred by the settlement administrator (*id.* at § 2.12(E)), or penalties under California's Private Attorney General Act (PAGA) (*id.* at § 2.8) will be apportioned among the settlement class members (*id.* at §§ 2.7, 2.8, & 2.12(A));

WHEREAS the amount of the settlement fund remaining after deductions for Court-approved attorneys' fees and costs, service awards, settlement administrator's charges and costs, and PAGA penalties is \$12,995,851.28, as detailed below:

TOTAL SETTLEMENT AMOUNT	\$27,000,000.00
Attorneys' Fees Awarded (Dkt. No. 932)	-\$11,307,449.62
Costs to Schneider Wallace Cottrell Brayton Konecky LLP (Dkt. No. 932)	-\$1,598,589.41
Costs to Grady Schneider LLP (Dkt. No. 940)	-\$217,323.64
Costs to Goldstein Demchak Baller Borgen &	-\$24,000.00

1	Dardarian (Dkt. No. 940)	
2	Costs to Bailey Pinney & Associates LLC (Dkt. No. 940)	-\$107,427.39
3	Amount Reserved for Future Attorneys' Fees (Dkt. No. 932)	-\$144,375.57
4	Twenty \$5,000 Service Awards (Dkt. No. 932)	-\$100,000.00
5	One \$2,500 Service Award (Dkt. No. 932)	-\$2,500.00
6	Two \$1,000 Service Awards (Dkt. No. 932)	-\$2,000.00
7	One \$500 Service Award (Dkt. No. 932)	-\$500.00
8	Amount Allocated to PAGA (Dkt. No. 932 at n.4)	-\$100,000.00
9	Settlement Administration Costs Incurred by Rust Consulting, Inc. ¹	-\$399,983.09
10	TOTAL REMAINING	\$12,995,851.28
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12		

13 WHEREAS settlement class members are guaranteed at least \$12,599,452.37
14 of the settlement amount (Dkt. No. 932 at 12, 45 & Dkt. No. 940 at 4);

15 WHEREAS individual settlement awards will likely be distributed by July 22,
16 2011;

17 WHEREAS the parties agree that, based on prior difficulty in identifying
18 and/or locating eligible class members, \$150,000.00 should be held in reserve
19 ("Reserve Fund") for the sole purpose of funding settlement awards for eligible
20 settlement class members who may be inadvertently omitted from the initial
21 settlement fund distribution, and for paying Rust Consulting for any administration
22 charges or costs associated with providing settlement awards to such individuals;

23 WHEREAS the establishment of the Reserve Fund would not prevent the full
24 \$12,599,452.37 guaranteed to settlement class members from being distributed to
25

26 ¹ The total settlement administration costs incurred by Rust Consulting is based on
27 its June 15, 2011 invoice. A copy of that invoice is attached to the Declaration of
28 Brendan McInerney, attached hereto as Exhibit A.

1 such individuals (i.e., \$12,995,851.28 - \$150,000.00 = \$12,845,851.28);

2 WHEREAS the parties agree that any amount remaining in the Reserve Fund
3 180 days after distribution of the individual settlement awards will be distributed
4 evenly to the *cy pres* recipients identified in the Settlement Agreement (Settlement
5 Agreement § 2.12(G)).

6 Accordingly, the parties HEREBY STIPULATE to the following: (1) based
7 on prior difficulty in identifying and/or locating eligible class members, a Reserve
8 Fund in the amount of \$150,000.00 will be withheld from the settlement fund for the
9 sole purpose of providing settlement awards to eligible settlement class members
10 who may be inadvertently omitted from the initial settlement fund distribution, and
11 to pay Rust Consulting, Inc. for any related administration charges and/or costs in
12 excess of the \$399,983.09 already included in its June 15, 2011 invoice; and (2) any
13 residual monies left in the Reserve Fund 180 days after the initial distribution of the
14 individual settlement awards will be distributed evenly to the *cy pres* recipients
15 identified in Section 2.12(G) of the Settlement Agreement.

16 IT IS SO STIPULATED.

17 Dated: June 16, 2011

SCHNEIDER WALLACE
COTTRELL BRAYTON KONECKY LLP

18 By: _____/s/_____

19 ANDREW P. LEE
20 Attorneys for Plaintiffs

21 Dated: June 16, 2011

AKIN GUMP STRAUSS HAUER & FELD,
LLP

22 By: _____/s/_____

23 MICHAEL S. MCINTOSH
24 Attorneys for Defendants

25 I, Andrew P. Lee, am the ECF user whose ID and password are being used to
26 file this Stipulation and [proposed] Order Regarding Distribution of Settlement
27 Funds. In compliance with General Order 45, X.B., I attest that Michael McIntosh
28 has concurred in this filing.

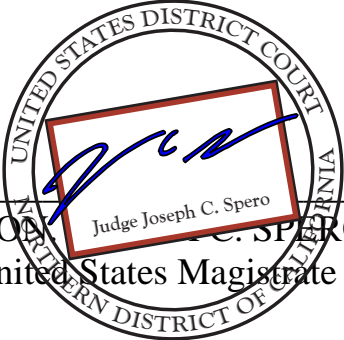
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ORDER

The Court, having reviewed the parties' stipulation, and good cause appearing, hereby ORDERS as follows: (1) a Reserve Fund in the amount of \$150,000.00 will be withheld from the settlement fund for the sole purpose of providing settlement awards to eligible settlement class members who may be inadvertently omitted from the initial settlement fund distribution, and to pay Rust Consulting, Inc. for any related administration charges and/or costs in excess of the \$399,983.09 already included in Rust Consulting's June 15, 2011 invoice; and (2) any residual monies left in the Reserve Fund 180 days after the initial distribution of the individual settlement awards will be distributed evenly to the *cy pres* recipients identified in Section 2.12(G) of the Settlement Agreement.

IT IS SO ORDERED.

Dated: June 20, 2011


HONORABLE JUDGE JOSEPH C. SPERO
United States Magistrate Judge