

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE**

2 This Class Action and PAGA Settlement Agreement and Release (“Agreement”) is
3 entered into by and between Plaintiff Flavio Alcaraz (“Alcaraz” or “Plaintiff”), on the one hand,
4 individually and on behalf of the Class to be certified for settlement purposes only, the PAGA
5 Group, and the State of California, and Staples Contract & Commercial LLC (“Defendant”), on
6 the other hand, subject to the approval of the Court. Plaintiff and Defendant collectively are
7 referred to herein as the “Parties.” In consideration of the promises and mutual covenants and
8 agreements herein contained, the Parties hereby covenant and agree as follows:

9 **1. RECITALS**

10 1.1 On January 16, 2024, Plaintiff filed a class action complaint (the “Complaint”)
11 against Defendant in the Superior Court of the State of California, County of Sacramento, thereby
12 commencing the action titled *Flavio Alcaraz v. Staples Contract & Commercial LLC*, Case
13 No. 24CV000724 (the “Action”).

14 1.2 Defendant filed its answer on February 20, 2024, generally denying all of the
15 allegations contained the Complaint and asserting a number of separate and additional defenses.

16 1.3 On February 23, 2024, Defendant removed the Action to the United States District
17 Court for the Eastern District of California, where the Action was assigned to the Honorable
18 William B. Shubb and titled *Flavio Alcaraz v. Staples Contract & Commercial LLC*, Case
19 No. 2:24-cv-00565-WBS-JDP.

20 1.4 On May 28, 2024, by stipulation of the Parties and leave of the Court, Plaintiff
21 filed a First Amended Complaint (“FAC”) dismissing five of the causes of action alleged in the
22 Complaint and adding a cause of action for waiting time penalties under California Labor Code
23 section 203. The operative FAC includes causes of action alleging (1) unfair competition;
24 (2) failure to provide accurate wage statements; (3) failure to pay overtime wages; (4) failure to
25 pay minimum wages for all hours worked; (5) waiting time penalties; and (6) civil penalty
26 liability under the Private Attorney General Act of 2004 (“PAGA”).

27 1.5 Defendant filed an answer to the FAC on June 18, 2024, responding to each
28 allegation in the FAC and asserting a number of separate and additional defenses.

1.6 The Parties decided to explore the possibility of a private mediation to see if they could reach a reasonable early settlement before they invested significant time and expense in litigation.

1.7 Collectively, the Parties engaged in informal discovery and exchange of information and documents in connection with the anticipated mediation, including but not limited to Defendant's provision of anonymized pay records for putative class members who were paid one or more "sign-on" or "introductory" bonus payments during the period from January 16, 2020 to and including July 13, 2024, Plaintiff's wage statement and personnel file, applicable written policies relevant to Plaintiff's claims, putative class member headcounts, and the number of work weeks worked by putative class members during the relevant time period.

1.8 In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims Plaintiff alleged in the Action and Defendant's defenses to them. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit.

1.9 On December 17, 2024, the Parties participated in a mediation of the Action with David Phillips of Signature Resolution and reached a settlement at the conclusion of the mediation.

1.10 On the same day as the mediation, the Parties signed a memorandum of understanding regarding their agreement to settle this matter. As further detailed below, the Parties' settlement is limited to unpaid overtime claims Defendant's non-exempt employees in California who were paid one or more "sign-on" or "introductory" bonus payments during the period from January 16, 2020 to and including July 13, 2024.

1.11 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings.

1.12 The Parties, through their counsel, have engaged in arm's-length negotiations concerning a resolution of the Action, Released Class Claims, and Released PAGA Claims.

1.13 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released herein and described below.

2. DEFINITIONS

As used in this Agreement, the terms set forth in this Section 2 shall have the meanings ascribed to them below.

2.1 **Action.** "Action" means the action entitled *Flavio Alcaraz v. Staples Contract & Commercial LLC*, Case No. 24CV000724, filed on January 16, 2024 in the Superior Court of the State of California, County of Sacramento, and removed on February 23, 2024 to the United States District Court for the Eastern District of California, Case No. 2:24-cv-00565-WBS-JDP. Before Plaintiff files for Preliminary Approval, the Parties agree to stipulate to the Action being remanded to the Superior Court of the State of California, County of Sacramento, pursuant to Section 3.3 of this Agreement.

2.2 **Agreement.** "Agreement" means this Class Action and PAGA Agreement and Release, including all Exhibits referred to herein and attached hereto.

2.3 **Alcaraz or Plaintiff.** "Alcaraz" or "Plaintiff" means Plaintiff Flavio Alcaraz.

2.4 **Allocations.** "Allocations" means the amounts to be paid from the Net Settlement Sum to the Settlement Class Members and from the PAGA Fund to the PAGA Group Members, as provided in Section 4.5 of this Agreement.

2.5 **Class Counsel.** "Class Counsel" means Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California Employment Counsel.

2.6 **Class Information List.** "Class Information List" means the information regarding Class Members, based on Defendant's data, that Defendant will provide to the Settlement Administrator, pursuant to Section 4.2.1 of this Agreement.

2.7 **Class Members or Class.** "Class Members" or "Class" means all current and former non-exempt employees employed by Defendant in California during the Class Period who were paid one or more "sign-on" or "introductory" bonus payments at any time during the Class Period.

1 2.8 **Class Notice.** “Class Notice” means the Notice of Settlement of Class Action to
2 be mailed to Class Members in English and Spanish. The Class Notice shall be substantially in
3 the form of **Exhibit A** hereto.

4 2.9 **Class Period.** “Class Period” means from January 16, 2020 to and including
5 July 13, 2024.

6 2.10 **Class Settlement.** “Class Settlement” means the settlement and resolution of all
7 Released Class Claims, as defined in Section 2.38, below.

8 2.11 **Class Settlement Award.** “Class Settlement Award” means the amount that the
9 Settlement Administrator determines is owed to a Settlement Class Member pursuant to the Plan
10 of Allocation described in Section 4.5, below.

11 2.12 **Counsel for Defendant.** “Counsel for Defendant” means Davis Wright
12 Tremaine LLP.

13 2.13 **Court.** “Court” means the Superior Court of the State of California, County of
14 Sacramento.

15 2.14 **Defendant.** “Defendant” means Staples Contract & Commercial LLC.

16 2.15 **Effective Date.** “Effective Date” means either (a) the date sixty (60) days after the
17 entry of the Final Approval Order and Judgment, if the LWDA has raised no objections to the
18 PAGA Settlement and if no motions for reconsideration and no appeals or other efforts to obtain
19 review have been filed, or (b) in the event that the LWDA objects to the PAGA Settlement or a
20 motion for reconsideration, an appeal, or other effort to obtain review of the Final Approval Order
21 and Judgment have been filed, the date sixty (60) days after such objection, reconsideration,
22 appeal, or review has been finally concluded and is no longer subject to review, whether by
23 appeal, petition for rehearing, petition for review or otherwise.

24 2.16 **Eligible Work Weeks.** “Eligible Work Weeks” means the greater of (a) one and
25 (b) the number of weeks during the Class Period falling within the accrual period for a Class
26 Member’s “sign-on” or “introductory” bonus payment during which the Class Member worked
27 overtime or double time. Eligible Work Weeks shall be included in the Class Information List
28 and calculated by Defendant based on its pay data. Settlement Class Members may dispute their

1 number of Eligible Work Weeks by communicating the dispute to the Settlement Administrator in
2 writing by the Notice Response Deadline.

3 **2.17 FAC or First Amended Complaint.** “FAC” or “First Amended Complaint”
4 means the operative complaint filed by Plaintiff on May 28, 2024 in the Action.

5 **2.18 Fee and Expense Award.** “Fee and Expense Award” means such award of
6 attorneys’ fees and costs/expenses as the Court may authorize to be paid to Class Counsel for the
7 services they have rendered in the Action as contemplated in Section 3.5 of this Agreement.

8 **2.19 Final Approval Hearing.** “Final Approval Hearing” means the hearing at or after
9 which the Court will make a final decision on whether to grant Final Approval of the Settlement
10 as fair, reasonable and adequate, implement the terms of this Agreement, and enter Judgment.
11 The Final Approval Hearing shall be scheduled for a date approximately one hundred fifty (150)
12 days after the Preliminary Approval Date.

13 **2.20 Final Approval or Judgment.** “Final Approval” or “Judgment” means the Final
14 Approval Order and Judgment finally certifying the Settlement Class for settlement purposes only
15 and approving the Settlement and this Agreement, as contemplated in Section 4.7 of this
16 Agreement.

17 **2.21 Gross Settlement Amount.** “Gross Settlement Amount” means the maximum
18 total amount that Defendant shall be required to pay for any and all purposes under this
19 Agreement. The Gross Settlement Amount shall be Ninety Thousand Dollars and No Cents
20 (\$90,000.00), except to the extent the escalator clause provided in Section 6.5 of this Agreement
21 is triggered, in which case the Gross Settlement Amount shall be increased pursuant to and only to
22 the extent provided in Section 6.5. The following shall be paid from the Gross Settlement
23 Amount pursuant to the Plan of Allocation set forth in Section 4.5, below: (a) Class Settlement
24 Awards, (b) PAGA Settlement Amount, (c) Fee and Expense Award, (d) Service Payment,
25 (e) Settlement Administration Costs, and (f) Defendant’s share of Withholdings and Taxes arising
26 from the Class Settlement Awards. Under no circumstances shall Defendant pay any sum in
27 excess of the Gross Settlement Amount in connection with this Settlement.
28

1 2.22 **LWDA.** “LWDA” means the California Labor and Workforce Development
2 Agency.

3 2.23 **Net Settlement Sum.** “Net Settlement Sum” means the Gross Settlement Amount
4 less the following: (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the
5 Service Payment, (d) the Settlement Administration Costs, and (e) Defendant’s share of
6 Withholdings and Taxes arising from the Class Settlement Awards.

7 2.24 **Notice Response Deadline.** “Notice Response Deadline” is sixty (60) calendar
8 days from the date of initial mailing of the Class Notice, or such other date set by the Court in the
9 Preliminary Approval Order, and is the date by which any and all Requests for Exclusion,
10 Objections, and disputed Eligible Work Weeks must be submitted in order to be deemed timely.
11 In the event that a Class Notice is re-mailed to a Class Member, the Notice Response Deadline for
12 that Class Member shall be extended by fifteen (15) calendar days from the date of the original
13 Notice Response Deadline.

14 2.25 **Objection.** “Objection” means a written statement submitted to the Settlement
15 Administrator by a Settlement Class Member objecting to the Settlement. An Objection must be
16 submitted in the manner and form described in Section 4.4, below.

17 2.26 **PAGA Fund.** “PAGA Fund” means 25% of the PAGA Settlement Amount,
18 which is the portion to be paid to PAGA Group Members.

19 2.27 **PAGA Group Members.** “PAGA Group Members” or “PAGA Group” means all
20 current and former non-exempt employees employed by Defendant in California during the
21 PAGA Period who were paid one or more “sign-on” or “introductory” bonus payments at any
22 time during the PAGA Period.

23 2.28 **PAGA Period.** “PAGA Period” means from November 17, 2022 to and including
24 July 13, 2024.

25 2.29 **PAGA Notice.** “PAGA Notice” means the notice filed by Alcaraz with the
26 LWDA regarding Defendant on or about November 17, 2023.

27 2.30 **PAGA Settlement.** “PAGA Settlement” means the settlement and resolution of
28 the Released PAGA Claims, as defined in Section 2.39, below.

1 **2.31 PAGA Settlement Amount.** “PAGA Settlement Amount” means ten thousand
2 dollars (\$10,000.00) or such other amount approved by the Court, 75% of which is to be paid to
3 the LWDA and 25% of which is to form the PAGA Fund to be paid to PAGA Group Members as
4 described in Section 4.5, below. The PAGA Settlement Amount is to be paid for resolution of the
5 Released PAGA Claims.

6 **2.32 PAGA Settlement Award.** “PAGA Settlement Award” means the amount that
7 the Settlement Administrator determines is owed to a PAGA Group Member pursuant to the Plan
8 of Allocation described in Section 4.5, below.

9 **2.33 PAGA Work Weeks.** “PAGA Work Weeks” means the greater of (a) one and
10 (b) the number of weeks during the PAGA Period falling within the accrual period for a PAGA
11 Group Member’s “sign-on” or “introductory” bonus payment during which the PAGA Group
12 Member worked overtime or double time. PAGA Work Weeks shall be provided for PAGA
13 Group Members only, and they shall be included in the Class Information List and calculated by
14 Defendant based on its pay data.

15 **2.34 Parties.** “Parties” means Plaintiff Alcaraz and Defendant Staples Contract &
16 Commercial LLC (they are referred to individually as a “Party” and collectively as the “Parties”).

17 **2.35 Plan of Allocation.** “Plan of Allocation” means the manner in which the Net
18 Settlement Sum shall be allocated to Settlement Class Members and the PAGA Fund shall be
19 allocated to PAGA Group Members, as specified in Section 4.5, below.

20 **2.36 Preliminary Approval or Preliminary Approval Order.** “Preliminary
21 Approval” or “Preliminary Approval Order” means the order preliminarily approving the
22 Settlement, which shall, among other things, provisionally certify the Settlement Class for
23 purposes of the Settlement only; determine for Settlement purposes only that Plaintiff adequately
24 represents the Settlement Class and shall be its class representative; appoint Class Counsel as
25 counsel for the Settlement Class; approve ILYM Group, Inc. as the Settlement Administrator;
26 approve the content and distribution of the Class Notice; set the Notice Response Deadline; and
27 set the date for the Final Approval Hearing, all as contemplated in Section 4.1 of this Agreement.
28

1 **2.37 Preliminary Approval Date.** “Preliminary Approval Date” means the date upon
2 which the Court enters the Preliminary Approval Order.

3 **2.38 Released Class Claims.** “Released Class Claims” means all claims during the
4 Class Period for unpaid or underpaid overtime or double time wages pursuant to California Labor
5 Code sections 510 and 1194, and the applicable section(s) of the applicable IWC Wage Order(s),
6 predicated on the purported failure by Defendant to include a “sign-on” or “introductory” bonus
7 payment in the regular rate of pay as well as all derivative claims based on such a claim, including
8 claims for wage statement penalties pursuant to California Labor Code section 226, waiting time
9 penalties pursuant to California Labor Code section 203, and statutory unfair or unlawful business
10 practices pursuant to California Business & Professions Code section 17200 *et seq.*

11 **2.39 Released PAGA Claims.** “Released PAGA Claims” means all claims under
12 PAGA during the PAGA Period based on claims for unpaid or underpaid overtime or double time
13 wages pursuant to California Labor Code sections 510 and 1194, and the applicable section(s) of
14 the applicable IWC Wage Order(s), predicated on the failure to include a “sign-on” or
15 “introductory” bonus payment in the regular rate of pay as well as all derivative claims based on
16 such a claim, including claims for wage statement penalties pursuant to California Labor Code
17 section 226 and waiting time penalties pursuant to California Labor Code section 203.

18 **2.40 Released Parties.** “Released Parties” means Staples Contract & Commercial
19 LLC; each and all of its respective present, former, or future, direct or indirect parent companies
20 (including without limitation Staples, Inc.), subsidiaries, affiliates, divisions, corporations in
21 common control, owners, divisions, concepts, co-employers, members, predecessors, successors,
22 assigns, officers, directors, employees, contractors, partners (both general and limited),
23 shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers; each and
24 all of the present, former, or future, direct or indirect owners, members, predecessors, successors,
25 assigns, officers, directors, employees, contractors, partners (both general and limited),
26 shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers of such
27 parent companies, subsidiaries, affiliates, divisions, corporations in common control, divisions,
28 concepts, and co-employers; any and all persons or entities acting by, through, under, or in

1 concert with any of them; and any other individual or entity which could be liable for any and all
2 claims released in this Settlement.

3 **2.41 Request for Exclusion.** “Request for Exclusion” means a written request made by
4 a Class Member to the Settlement Administrator seeking to be excluded from the Class
5 Settlement. Requests for Exclusion must be submitted to the Settlement Administrator by the
6 Notice Response Deadline.

7 **2.42 Service Payment.** “Service Payment” means the payment authorized by the Court
8 to Plaintiff, if any, as contemplated in Section 3.6 of this Agreement.

9 **2.43 Settlement.** “Settlement” means this Agreement and all actions taken pursuant to
10 and in furtherance of this Agreement.

11 **2.44 Settlement Administration Costs.** “Settlement Administration Costs” means the
12 amounts approved by the Court to be paid for the services of the Settlement Administrator to
13 perform the duties of settlement administrator, as specified in Section 4.2.2, below. It is estimated
14 that the Settlement Administration Costs will not exceed \$5,750.00.

15 **2.45 Settlement Administrator.** “Settlement Administrator” means ILYM Group,
16 Inc., or such other administrator as may be approved by the Court which shall be responsible for
17 administering the Settlement pursuant to the terms of the Agreement, the Class Notice, the
18 Preliminary Approval Order, and the Final Approval Order and Judgment. The Settlement
19 Administrator shall agree to confidentiality terms as may be required by Defendant regarding the
20 data provided to the Settlement Administrator and shall work with Class Counsel and Counsel for
21 Defendant to implement and administer appropriate fraud-prevention policies. The Settlement
22 Administration Costs shall be paid out of the Settlement Fund Amount, subject to Court approval.

23 **2.46 Settlement Class.** “Settlement Class” means Plaintiff and all Settlement Class
24 Members.

25 **2.47 Settlement Class Member.** “Settlement Class Member” means each Class
26 Member who does not submit a valid and timely Request for Exclusion.

27 **2.48 Settlement Fund.** “Settlement Fund” means the fund established and
28 administered by the Settlement Administrator for the purpose of receiving and disbursing amounts

1 to be paid to Settlement Class Members, PAGA Group Members, the LWDA, Plaintiff, Class
2 Counsel, and the Settlement Administrator pursuant to this Agreement. The Settlement Fund
3 shall be funded by Defendant following the Effective Date in accordance with Section 4.9.1,
4 below.

5 **2.49 Settlement Fund Amount.** “Settlement Fund Amount” means the total amount
6 that Defendant shall remit to the Settlement Administrator in accordance with Section 4.9.1,
7 below, which shall consist of the following amounts, the aggregate of which shall not exceed the
8 Gross Settlement Amount: (a) the Net Settlement Amount, (b) the Fee and Expense Award,
9 (c) the PAGA Settlement Amount, (d) the Service Payment, (e) the Settlement Administration
10 Costs, and (f) Defendant’s share of Withholdings and Taxes arising from the Class Settlement
11 Awards.

12 **2.50 Stipulation to Remand.** “Stipulation to Remand” means the joint stipulation
13 signed by both Parties in substantially the same format shown in the attached **Exhibit D**.

14 **2.51 Withholdings and Taxes.** “Withholdings and Taxes” means all withholdings
15 from the Class Settlement Awards required by law plus all federal, state, and local employment
16 payroll taxes due in regard to the wages portion of Class Settlement Awards, whether owed by a
17 Settlement Class Member or by Defendant.

18 **3. SETTLEMENT TERMS**

19 **3.1 Certification of the Settlement Class.** For purposes of settlement and the
20 proceedings contemplated by this Agreement only, the Settlement Class shall be provisionally
21 certified and consist of Plaintiff and all Class Members.

22 **3.2 Decertification of the Settlement Class if Settlement Not Approved.** Defendant
23 does not consent to certification of the Settlement Class or any settlement class for any purpose
24 other than to effectuate the settlement of the Action. If, for any reason, the Settlement does not
25 become final, any certification of the Settlement Class or any settlement class in the Action will
26 be vacated and the Parties will be returned to their positions with respect to the Action as if this
27 Agreement had not been entered into. In the event that Final Approval is not achieved: (a) any
28 Court order preliminarily approving the certification of any class contemplated by this Agreement

1 shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity;
2 and (b) the fact of the Settlement reflected in this Agreement, that Defendant did not oppose the
3 certification of the Settlement Class under this Agreement, or that the Court preliminarily
4 approved the certification of the Settlement Class, shall not be used or cited thereafter by any
5 person or entity in any manner whatsoever, including without limitation in any contested
6 proceeding relating to the certification of any class. In the event the Court declines to approve the
7 terms and conditions of this Agreement without requiring the Parties to make substantial and
8 material modifications, Defendant and Plaintiff each reserve the right to declare this Agreement
9 null and void, in its or his sole discretion, within fourteen (14) days thereafter; *provided, however,*
10 that the Party exercising this right must do so in writing provided to counsel for the non-
11 exercising Party, and the Party exercising the right shall be solely responsible for the Settlement
12 Administrator's expenses incurred through the date of that Party's exercise, not to exceed the
13 amount approved by the Court in the Preliminary Approval Order.

14 **3.3 Stipulation to Remand.** Before seeking Preliminary Approval, the Parties agree
15 to stipulate to remand the Action to the Superior Court of the State of California, County of
16 Sacramento using substantially the same form as shown in Exhibit D.

17 **3.4 Settlement Payment by Defendant.** In full settlement of the Released Class
18 Claims and Released PAGA Claims, as provided herein, and following the Effective Date,
19 Defendant shall deliver the Settlement Fund Amount to the Settlement Administrator for
20 establishment of the Settlement Fund, in accordance with Section 4.9.1, below.

21 **3.5 Attorneys' Fees and Expenses.** Defendant agrees not to oppose Plaintiff's
22 application for attorneys' fees in an amount up to one-third, or 33.33% of the Gross Settlement
23 Amount (i.e., the amount up to Thirty Thousand Dollars and No Cents, \$30,000.00, if the Gross
24 Settlement Amount remains at \$90,000) and reimbursement of litigation costs and expenses in an
25 amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00), subject to the Court's
26 approval. Plaintiff agrees not to petition the Court for an award of attorneys' fees or
27 reimbursement of litigation costs and expenses in excess of these amounts, and in no event shall
28 Defendant be liable for any attorneys' fees or costs in excess of these amounts. The Fee and

1 Expense Award shall represent payment for all claims for Class Counsel's attorneys' fees and
2 litigation costs and expenses, past and future, incurred in the Action. The Fee and Expense
3 Award shall be paid from the Settlement Fund Amount, and Defendant shall not otherwise be
4 required to pay for any portion of Plaintiff's or the Class Members' attorneys' fees, costs, or
5 expenses. The Fee and Expense Award shall be paid to Class Counsel following the Effective
6 Date, in accordance with Section 4.9.2, below. An award by the Court of attorneys' fees or costs
7 that is less than the amounts applied for will not be grounds for Plaintiff or Class Counsel to
8 challenge or withdraw from the Settlement, and any amounts not awarded in costs or fees will be
9 included in the Net Settlement Sum.

10 **3.6 PAGA Settlement Amount.** Plaintiff shall seek approval from the Court for a
11 total payment of ten thousand dollars (\$10,000.00) for resolution of the Released PAGA Claims.
12 75% of the PAGA Settlement Amount (equating to \$7,500.00) shall be paid to the LWDA, and
13 25% of the PAGA Settlement Amount (equating to \$2,500.00) shall form the PAGA Fund to be
14 paid to PAGA Group Members in accordance with the Plan of Allocation set forth in Section 4.5,
15 below.

16 **3.7 Service Payment.** Defendant agrees not to oppose Plaintiff's application for a
17 Service Payment of up to Five Thousand Dollars and No Cents (\$5,000) for Plaintiff, which shall
18 be compensation for Plaintiff's efforts as a class and PAGA representative in furtherance of
19 litigating and resolving the Action. The Service Payment shall be reported by the Settlement
20 Administrator on IRS Form 1099-MISC as non-wage income and provided by it to Plaintiff as
21 well as applicable governmental authorities. The Service Payment is separate from and in
22 addition to any Class Settlement Award to be paid to Plaintiff as a Settlement Class Member
23 hereunder.

24 **3.8 Interim Stay of Proceedings.** Following remand of the Action to the Court, the
25 Parties agree to the entry of a formal stay of all proceedings in the Action, including with respect
26 to California Code of Civil Procedure section 583.310, except such proceedings as may be
27 necessary to implement and complete the Settlement, pending the Final Approval Hearing to be
28 conducted by the Court.

1 **4. CLASS SETTLEMENT PROCEDURES**

2 **4.1 Preliminary Approval.** As soon as practicable after the Action is remanded to the
3 Court, as contemplated in Section 3.3, Plaintiff shall move for Preliminary Approval of the
4 Settlement. Plaintiff's motion shall request the Court to:

5 4.1.1 Preliminarily approve this Agreement as fair, reasonable, and adequate;

6 4.1.2 Preliminarily approve the form, manner, and content of the Class Notice
7 described in Section 4.2 and attached as **Exhibit A**;

8 4.1.3 Set deadlines for the Settlement Administrator to mail the Class Notice, and
9 for Class Members to opt out of the Class Settlement or object to the Class Settlement;

10 4.1.4 Set the date and time for the Final Approval Hearing;

11 4.1.5 Provisionally certify the Class for settlement purposes only;

12 4.1.6 Stay all proceedings in the Action until Final Approval;

13 4.1.7 Appoint Plaintiff as class representative for settlement purposes only;

14 4.1.8 Appoint Class Counsel as class counsel for settlement purposes only; and

15 4.1.9 Approve ILYM Group, Inc. as the Settlement Administrator.

16 The Preliminary Approval Order shall be substantially the same as the proposed order
17 attached as **Exhibit B**. Class Counsel shall draft the preliminary approval papers and give
18 Counsel for Defendant a draft of the papers to review at least three (3) court days before they are
19 filed.

20 **4.2 Class Notice.** Subject to Court approval, the Parties agree that as soon as
21 practicable after entry of the Preliminary Approval Order, the Settlement Administrator shall
22 provide notice to the Class pursuant to the following procedures:

23 **4.2.1 Information Regarding Class Members.** Within fifteen (15) business
24 days following entry of the Preliminary Approval Order, Defendant will provide the Settlement
25 Administrator the following information, based on Defendant's data, with respect to each Class
26 Member: (i) last known full name, (ii) last known mailing address, (iii) last known telephone
27 number, (iv) Social Security number, (v) individual number of Eligible Work Weeks, and
28 (vi) individual number of PAGA Work Weeks (if applicable) (together, this information is the

1 “Class Information List”). The Class Information List, along with any updated contact
2 information identified by the Settlement Administrator as set forth in Sections 4.2.2 and 4.2.3,
3 below, shall be used solely to administer the Class Notice and Plan of Allocation process
4 described herein, shall remain confidential, and shall not be disclosed to anyone, except pursuant
5 to the express written authorization of Defendant or the individual in question, by order of the
6 Court, or to the extent necessary to fulfill the Settlement Administrator’s reporting obligations
7 hereunder.

8 **4.2.2 Settlement Administrator’s Duties.** The Settlement Administrator’s
9 duties shall include, without limitation: (i) preparing, translating, printing, and mailing to the
10 Class Members the Class Notice as directed by the Court; (ii) taking all steps reasonably
11 necessary to ensure Class Members timely receive the Class Notice; (iii) resolving any disputes
12 by Settlement Class Members about the number of Eligible Work Weeks attributed to them;
13 (iv) taking receipt of and safeguarding the Settlement Fund Amount; (v) calculating and
14 distributing Class Settlement Awards, PAGA Settlement Awards, the portion of the PAGA
15 Settlement Amount payable to the LWDA, the Service Payment, the Fee and Expense Award, and
16 the Settlement Administration Costs, provided such amounts are approved by the Court;
17 (vi) calculating and remitting all Withholdings and Taxes; (vii) issuing IRS Forms W-2 and 1099-
18 MISC, as applicable; and (viii) filing such other reports with the taxing authorities as required by
19 law, together with such other tasks as the Parties may mutually agree or the Court may order the
20 Settlement Administrator to perform. The Settlement Administrator shall take all reasonable steps
21 to ensure that (a) the highest percentage of Class Members receive the Class Notice and (b) it has
22 the most current and accurate addresses for Class Members, including, but not limited, to
23 performing an initial National Change of Address database search on all Class Members. The
24 Settlement Administrator shall also provide toll-free telephone support to Class Members and
25 make a copy of this Agreement, the Preliminary Approval Order, and the Final Approval Order
26 and Judgment available on a portion of its website; maintain appropriate databases to fulfill its
27 duties; receive, control, and account for all returned Class Notices and submissions received for
28 disputed Eligible Work Weeks, Requests for Exclusion, and Objections; calculate the Settlement

1 Class Members' and PAGA Group Members' payments; and prepare and deliver reports to Class
2 Counsel and Counsel for Defendant on a weekly basis that communicate the status of the notice
3 process, including the number of Class Notices mailed, returned, searched, and re-mailed as well
4 as any and all disputed Eligible Work Weeks, Requests for Exclusion, and Objections that it has
5 received. In addition to the duties identified above, the Settlement Administrator shall prepare
6 final declarations, reports, and invoices that accurately describe the notice process, the level of
7 participation, and actions taken to ensure the best possible notice of the Settlement was provided
8 to Class Members. Prior to the Final Approval Hearing, the Settlement Administrator shall
9 provide Class Counsel with a declaration that attaches all Requests for Exclusion and Objections
10 that it receives, as one or more exhibits, for filing with the Court.

11 **4.2.3 Mailing of Class Notice to Class Members.** No later than ten (10)
12 business days following receipt of the Class Information List, the Settlement Administrator shall
13 mail the Class Notice to all Class Members in English and Spanish. The Settlement
14 Administrator shall send a copy of the Class Notice in the format approved by the Court in its
15 Preliminary Approval Order to Class Members, via first-class U.S. mail, using the most current
16 mailing address. Any Class Notices returned to the Settlement Administrator within thirty (30)
17 calendar days of the initial mailing of the Class Notice, with a forwarding address, shall be
18 immediately re-mailed by the Settlement Administrator. The Settlement Administrator shall
19 conduct one "skip trace" address search for any Class Member's Class Notice that is returned to
20 the Settlement Administrator within thirty (30) calendar days of the initial mailing of the Class
21 Notice without a forwarding address and shall, upon obtaining a new or different address,
22 immediately re-mail the Class Member's Class Notice. Plaintiff, Defendant, and their respective
23 counsel each agree that, other than as provided in this Agreement, they will not distribute or make
24 available any documents, notices, or information regarding this Action or the Settlement to any
25 Class Member, unless a specific request is first made by the Class Member.

26 **4.3 Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded from
27 or opt out of the Class Settlement must submit a written, signed Request for Exclusion to the
28 Settlement Administrator, on or prior to the Notice Response Deadline.

1 **4.3.1 Contents of Request.** The Request for Exclusion must contain (i) a
2 reference to the name and case number of the Action (*Flavio Alcaraz v. Staples Contract &*
3 *Commercial LLC*, Sacramento Superior Court Case No. 24CV000724); (ii) the full name,
4 signature, address, telephone number, and last four digits of the Social Security number of the
5 person requesting to be excluded from the Class Settlement; (iii) the words “Request for
6 Exclusion” at the top of the document; and (iv) the statement: “I wish to be excluded from the
7 Class Settlement of this case.”

8 **4.3.2 Personal Signatures.** The Request for Exclusion must be personally
9 signed by the Class Member who seeks to opt out of the Class Settlement. No Class Member may
10 opt out by having a request to opt out submitted by an actual or purported attorney or agent acting
11 on behalf of the Class Member. No opt out request may be made on behalf of a group of Class
12 Members.

13 **4.3.3 Timeliness.** For purposes of determining timeliness, Requests for
14 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
15 Service or other delivery service. The Settlement Administrator shall stamp the date received on
16 the original of any Request for Exclusion it receives. Not later than fifteen (15) days after the
17 Notice Response Deadline set by the Court, the Settlement Administrator will inform Class
18 Counsel and Counsel for Defendant of the total number of Class Members who timely submitted
19 valid Requests for Exclusion. Not later than ten (10) business days before the date set for the
20 Final Approval Hearing, the Settlement Administrator shall serve copies of all date-stamped
21 Requests for Exclusion on Class Counsel and Counsel for Defendant as well as a declaration
22 describing the Class Notice procedures and listing the names of the individuals who submitted
23 valid and timely Requests for Exclusion. The Settlement Administrator shall retain the originals
24 of all Requests for Exclusion in its files. Counsel for the Parties shall not use or disclose the
25 information thus received for any purpose other than the effectuation of the Settlement.

26 **4.3.4 Non-Opt Outs Bound to Class Settlement.** Each Class Member who
27 does not submit a Request for Exclusion substantially in compliance with this Section 4.3 on or
28

1 prior to the deadline set by the Court is a Settlement Class Member and shall be bound by the
2 Class Settlement and any Court order approving the terms of the Class Settlement.

3 **4.3.5 Resolution of Disputes.** In the event of any issue over the completeness,
4 accuracy, timeliness, or validity of a Request for Exclusion, the Parties shall meet and confer in
5 good faith for the purpose of resolving the issue and, if the issue cannot be resolved, shall submit
6 the dispute to the Settlement Administrator for a final and binding determination that shall not be
7 appealable.

8 **4.3.6 Defendant's Right to Rescind.** If more than ten percent (10%) of the
9 Class Members opt out of the Class Settlement, then Defendant shall have the option, in its sole
10 discretion, to rescind this Agreement. If Defendant exercises this option, Defendant's obligations
11 under this Agreement shall cease to be of any force or effect, and this Agreement shall be null and
12 void. If Defendant exercises this option, it shall provide Class Counsel with written notice of its
13 election within thirty (30) days of the Notice Response Deadline set by the Court, with a copy to
14 the Settlement Administrator, at which point the Parties shall return to their respective positions
15 that existed before the execution of this Agreement, and no term of this Agreement or any draft
16 thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement
17 discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in
18 any other proceeding.

19 **4.3.7 No Right to Exclusion by PAGA Group Members.** Because the
20 Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy
21 and as a private attorney general of, and for, the State of California and the LWDA, the Parties
22 agree that no PAGA Group Member has the right to exclude himself or herself from the PAGA
23 Settlement. Each PAGA Group Member shall be bound by the terms of the PAGA Settlement,
24 upon its approval by the Court, regardless of whether he or she requested exclusion from the Class
25 Settlement, and thus is not a Settlement Class Member, and regardless of whether he or she cashes
26 the PAGA Settlement Award issued to him or her.

27 **4.4 Objections.** Only Settlement Class Members (i.e., those Class Members who have
28 not excluded themselves from the Class Settlement) may object to the Class Settlement. If a Class

1 Member submits both a valid Request for Exclusion and an Objection, the Class Member will be
2 excluded from the Class Settlement, and the Objection will not be considered.

3 **4.4.1 Manner of Objecting.** Settlement Class Members who wish to object to
4 the Class Settlement must submit to the Settlement Administrator a signed, written statement
5 objecting to the Settlement ("Objection"). An Objection must contain: (i) a reference to the name
6 and case number of the Action (*Flavio Alcaraz v. Staples Contract & Commercial LLC*,
7 Sacramento Superior Court Case No. 24CV000724); (ii) the full name, signature, address,
8 telephone number and last four digits of the Social Security number of the objecting Settlement
9 Class Member; (iii) a written statement of the grounds for objecting to the Class Settlement along
10 with any authority the Class Member intends to rely on in support of his or her objection; and
11 (iv) a written statement of whether the Settlement Class Member intends to appear at the Final
12 Approval Hearing and whether he or she is represented by counsel. Written Objections must be
13 submitted to the Settlement Administrator, by U.S. mail, postmarked no later than the Notice
14 Response Deadline. Settlement Class Members may, but are not required to, appear at the Final
15 Approval Hearing.

16 **4.4.2 No Right to Objection by PAGA Group Members.** Because the
17 Settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy
18 and as a private attorney general of, and for, the State of California and the LWDA, the Parties
19 agree that no PAGA Group Member has the right to object to the PAGA Settlement, regardless of
20 whether or not he or she has objected to the Class Settlement as a Settlement Class Member.

21 **4.5 Plan of Allocation: Calculation of All Settlement Awards.** The Settlement
22 Administrator shall be responsible for the Allocations of the Net Settlement Sum to Settlement
23 Class Members and of the PAGA Fund to PAGA Group Members and, thereby, for determining
24 the Class Settlement Awards and the PAGA Settlement Awards, all to be paid on a pro rata basis
25 as follows:

26 **4.5.1** Before computing the amounts of any Class Settlement Awards to be paid
27 to Settlement Class Members, the Settlement Administrator shall determine the amount of the Net
28 Settlement Sum.

1 4.5.2 The Class Settlement Award for each Settlement Class Member shall be the
2 Settlement Class Member's pro-rata share of the Net Settlement Sum, calculated as follows: The
3 Settlement Administrator shall calculate the total number of Eligible Work Weeks for all
4 Settlement Class Members by adding together all the Eligible Work Weeks provided in the Class
5 Information List for each Settlement Class Member. The Settlement Administrator shall then
6 divide the Net Settlement Sum by the total Eligible Work Weeks for all Settlement Class
7 Members, resulting in a per Eligible Work Week value. The Settlement Administrator shall then
8 multiply the per Eligible Work Week value by the number of individual Eligible Work Weeks for
9 each Settlement Class Member to yield his or her Class Settlement Award.

10 4.5.3 The Settlement Administrator shall pay Class Settlement Awards from the
11 Net Settlement Sum and shall pay only those Class Settlement Awards payable to Settlement
12 Class Members. It is anticipated that the Settlement Class Members may be a subset of the Class
13 Members because some Class Members may opt out of the Class Settlement.

14 4.5.4 The PAGA Settlement Award for each PAGA Group Member shall be the
15 PAGA Group Member's pro-rata share of the PAGA Fund, calculated as follows: The Settlement
16 Administrator shall calculate the total number of PAGA Work Weeks for all PAGA Group
17 Members by adding together all the PAGA Work Weeks provided in the Class Information List
18 for each PAGA Group Member. The Settlement Administrator shall then divide the PAGA Fund
19 by the total PAGA Group Member Work Weeks, resulting in a per PAGA Work Week value.
20 The Settlement Administrator shall then take the per PAGA Work Week value and multiply it by
21 the individual number of PAGA Work Weeks for each PAGA Group Member to yield his or her
22 PAGA Settlement Award.

23 4.5.5 At its discretion, the Settlement Administrator may combine the Class
24 Settlement Award (if any) and PAGA Settlement Award (if any) to be issued to an individual who
25 is both a Settlement Class Member and PAGA Group Member, into a single check. The Parties
26 understand and acknowledge that a given person may be both a Settlement Class Member and a
27 PAGA Group Member, may be a Settlement Class Member but not a PAGA Group Member (to
28 the extent such person did not work during the PAGA Period), or may be a PAGA Group Member

1 but not a Settlement Class Member (to the extent such person worked during the PAGA Period
2 and opted out of the Class Settlement). The Settlement Administrator shall deduct each
3 Settlement Class Member's share of the Withholdings and Taxes from his or her Class Settlement
4 Award and shall pay him or her only the net amount thereof.

5 4.5.6 In order to determine the individual Class Settlement Awards and PAGA
6 Settlement Awards, the Settlement Administrator shall use the information provided in the Class
7 Information List pursuant to Section 4.2.1, above. In the event that any dispute arises with respect
8 to a Settlement Award amount, the Settlement Administrator shall make the final determination
9 after consultation with Class Counsel and Counsel for Defendant.

10 4.6 **Taxes.**

11 4.6.1 **Withholdings and Taxes.** The Parties agree that, for purposes of the
12 Settlement, Class Settlement Awards shall be allocated 10% to wages subject to Withholdings and
13 Taxes and 90% to interest, penalties, and non-wage damages. The entirety of each PAGA
14 Settlement Award shall be allocated as penalties.

15 4.6.2 **Tax Reporting.** When reporting Class Settlement Awards and PAGA
16 Settlement Awards for tax purposes, the amount of each Class Settlement Award allocated to
17 wages under Section 4.6.1 shall be reported by the Settlement Administrator on IRS Form W-2 as
18 wages, and the remainder of any Class Settlement Award, together with any PAGA Settlement
19 Award, shall be reported by the Settlement Administrator on IRS Form 1099-MISC as interest,
20 penalties, and non-wage damages.

21 4.6.3 **Employees' Tax Obligations.** Each Settlement Class Member and PAGA
22 Group Member shall be responsible for paying his or her share of applicable federal, state, and
23 local income taxes on all amounts such person receives pursuant to this Agreement.

24 4.6.4 **Settlement Administrator Responsibilities Regarding Taxes.** It shall be
25 the responsibility of the Settlement Administrator or its designee to timely and properly withhold
26 all applicable Withholdings and Taxes from Class Settlement Award amounts and to prepare and
27 deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to
28 pay Withholdings and Taxes to the appropriate authorities, and to file all necessary information

1 and other tax returns. Payments to Settlement Class Members, PAGA Group Members, Plaintiff,
2 and Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 or 1099-MISC
3 as applicable, and shall be provided to the respective Settlement Class Members, PAGA Group
4 Members, Plaintiff, Class Counsel, and all applicable governmental entities as required by law.
5 All Withholdings and Taxes deposited with the applicable governmental entities in accordance
6 with this Agreement shall be part of, and paid out of, the Class Settlement Award to each
7 Settlement Class Member.

8 **4.6.5 Tax Expenses Resulting from Settlement Administration.** All
9 reasonable and direct expenses and costs incurred by or at the direction of the Settlement
10 Administrator in connection with the administration of the Settlement (including, without
11 limitation, expenses of tax attorneys and/or accountants incurred in providing advice to the
12 Settlement Administrator, and mailing and distribution costs and expenses relating to the filing, or
13 failure to file, the informational and other tax returns described above) shall be considered a cost
14 of administration of the Settlement and shall be part of the Settlement Administration Costs, to be
15 paid out of the Settlement Fund Amount.

16 **4.6.6 No Claims.** No person shall have any claim against Defendant, Counsel
17 for Defendant, Plaintiff, the Class Members, Class Counsel, or the Settlement Administrator
18 based on mailings, distributions, and payments made in accordance with or pursuant to this
19 Agreement.

20 **4.7 Final Approval and Entry of Judgment.** Following the Notice Response
21 Deadline and before the Final Approval Hearing, on or before the date set by the Court, Plaintiff
22 shall move for Final Approval of the Settlement. The Final Approval Order and Judgment shall
23 be substantially the same as the proposed order attached as **Exhibit C**. Class Counsel shall draft
24 the final approval papers and give Counsel for Defendant a draft of the papers to review at least
25 three (3) court days before they are filed.

26 **4.8 Calculation of Settlement Fund Amount.** Within fifteen (15) business days from
27 the date of Final Approval of the Settlement, the Settlement Administrator shall calculate and
28

1 advise Counsel for Defendant of the Settlement Fund Amount as set forth in Section 2.49 of this
2 Agreement.

3 **4.9 Distribution of Settlement Payments to Settlement Class Members and PAGA**

4 **Group Members.** After the Effective Date, the Class Settlement Awards shall be distributed to
5 Settlement Class Members and PAGA Settlement Awards shall be distributed to PAGA Group
6 Members in accordance with the procedures set forth below:

7 **4.9.1 Remittance of Settlement Fund Amount.** Within fifteen (15) business
8 days from the Effective Date, Defendant will remit the Settlement Fund Amount to the Settlement
9 Administrator for the establishment of the Settlement Fund.

10 **4.9.2 Delivery of Payments.** Within ten (10) business days from Defendant's
11 remittance to the Settlement Administrator of the Settlement Fund Amount, the Settlement
12 Administrator shall establish the Settlement Fund and distribute (a) the Class Settlement Award
13 checks to Settlement Class Members and the PAGA Settlement Award checks to PAGA Group
14 Members, (b) the portion of the PAGA Settlement Amount payable to the LWDA, (c) the Service
15 Payment to Plaintiff, (d) the Withholdings and Taxes arising from the Class Settlement Awards to
16 the appropriate government entities, (d) the Fee and Expense Award to Class Counsel, and (e) the
17 Settlement Administration Costs to itself. Also within ten (10) business days from Defendant's
18 remittance of the Settlement Fund Amount, the Settlement Administrator shall provide Counsel
19 for Defendant a written report listing each Settlement Class Member and PAGA Group Member,
20 the amount to be paid to each such person, and the amount of Withholdings and Taxes for each
21 such payment. No payments shall be made or distributed unless and until the orders and the Final
22 Approval Order and Judgment described in this Agreement are final (meaning that the right to
23 appeal or otherwise seek review of such orders or the Judgment has expired) and on the condition
24 that no appeals from the orders and the Final Approval Order and Judgment have been filed.
25 Additionally, by no later than the date set by the Court in its Final Approval Order and Judgment,
26 the Settlement Administrator shall file a report with the Court setting forth (1) the total amount of
27 money paid to the Settlement Class Members and PAGA Group Members, (2) the portion of the
28

1 | PAGA Settlement Amount paid to the LWDA, (3) the Service Payment paid to Plaintiff, and
2 | (4) the Fee and Expense Award paid to Class Counsel.

3 | **4.9.3 Negotiation of Settlement Checks.** Any checks tendered to Settlement
4 | Class Members or PAGA Group Members shall remain valid and negotiable for one hundred
5 | eighty (180) days from the date of their issuance and shall thereafter be automatically cancelled if
6 | not cashed, deposited, or otherwise negotiated by the Settlement Class Member or PAGA Group
7 | Member within that time, although the individual shall remain a Settlement Class Member and/or
8 | PAGA Group Member, as applicable, bound by the Judgment entered in the Action. After
9 | 180 days, any amounts from cancelled checks shall be transmitted to the California Controller's
10 | Office Unclaimed Property Division, with an identification of the person to whom the funds
11 | belong, in accordance with California Code of Civil Procedure section 384, to be held in trust for
12 | those persons who did not timely cash their settlement checks. Any checks tendered to Settlement
13 | Class Members or PAGA Group Members that are returned as undeliverable will also be
14 | transmitted to the California Controller's Office Unclaimed Property Division with an
15 | identification of the person to whom the funds belong, in accordance with California Code of
16 | Civil Procedure section 384, to be held in trust for those persons. The Parties agree that this
17 | disposition results in no "unpaid residue" under California Code of Civil Procedure section 384,
18 | as the entire Net Settlement Fund will be paid out to Settlement Class Members or PAGA Group
19 | Members, whether or not they all cash their settlement checks. Therefore, the Parties agree that
20 | Defendant will not be required to pay any interest on such amounts. Administration of the
21 | Settlement shall be completed no later than two hundred seventy (270) days from the Effective
22 | Date.

23 | **4.9.4 Discharge of Obligations.** Defendant shall fully discharge its obligations
24 | to Plaintiff, the Settlement Class Members, the PAGA Group Members, and the State of
25 | California through the remittance of the Settlement Fund Amount to the Settlement Administrator
26 | as set forth in Section 4.9.1, above, regardless of whether checks representing Class Settlement
27 | Awards and/or PAGA Settlement Awards are actually received and/or negotiated by the payee.
28 | Once Defendant has complied with this obligation set forth in Section 4.9.1, above, it will be

1 deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all
2 protections afforded to it under this Agreement, and shall have no further obligations under the
3 terms of this Agreement, regardless of what occurs with respect to the further administration of
4 the Settlement. Without prejudice to any other remedies, the Settlement Administrator shall hold
5 Defendant harmless from and against any and all liabilities, claims, causes of action, costs, and
6 expenses (including legal fees and expenses) arising out of any failure to timely or properly
7 compensate Class Members and PAGA Group Members as provided for in this Agreement.

8 **4.10 Questions and Disputes.** In the event that questions or disputes arise regarding
9 the entitlement of any Class Member or PAGA Group Member under this Agreement, counsel for
10 the Parties shall cooperate to provide to each other and the Settlement Administrator all available
11 information reasonably necessary to resolve them. Such information shall be provided in either
12 electronic form or hard copy, as the Settlement Administrator may reasonably request. If the
13 Parties cannot resolve any dispute concerning the entitlement of any Class Member or PAGA
14 Group Member under this Agreement, the dispute(s) shall be submitted to the Settlement
15 Administrator, who shall resolve the dispute(s) and whose decision shall be final and binding. In
16 such a dispute, the information provided in the Class Information List will be presumed accurate.

17 **4.11 Notification and Certification by Settlement Administrator.** The Settlement
18 Administrator shall keep Counsel for Defendant and Class Counsel apprised of the status of the
19 settlement administration process and its distribution of all sums pursuant to this Agreement.
20 Upon completion of administration of the Settlement, the Settlement Administrator shall provide a
21 detailed, written certification of such completion to the Court and counsel for the Parties.

22 **4.12 Nullification of Settlement Agreement if Settlement Not Approved.** In the
23 event: (a) the Court does not preliminarily approve the Settlement as provided herein; (b) the
24 Court does not finally approve the Settlement as provided herein; (c) the Court does not enter the
25 Final Approval Order and Judgment as provided herein; or (d) the Settlement does not become
26 final for any other reason, including the exercise by Defendant of the right to rescind the
27 Settlement under Section 4.3.6, above, this Agreement shall be null and void *ab initio* (with the
28 exception of this Section, Section 3.2, and Section 4.3.6) and any order or Final Approval Order

1 and Judgment entered by the Court in furtherance of the Settlement shall be treated as withdrawn
2 or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their
3 respective statuses as of December 17, 2024. In the event an appeal is filed from the Final
4 Approval Order and Judgment, or any other appellate review is sought before the Effective Date,
5 administration of the Settlement shall be stayed pending final resolution of the appeal or other
6 appellate review.

7 **5. ENTRY OF JUDGMENT AND RELEASES**

8 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
9 Class Counsel shall, with the cooperation of Counsel for Defendant as reasonably requested by
10 Class Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of this
11 Agreement by the Court.

12 **5.2 Entry of Judgment.** The Final Approval Order and Judgment in the Action shall
13 include a provision for entry of judgment in accordance with this Agreement, with each Party to
14 bear all of his or its own costs and attorneys' fees, except as expressly set forth herein.

15 **5.3 Notification to the LWDA.** Plaintiff shall submit to the LWDA a copy of the
16 Judgment within ten (10) days after its entry, in accordance with California Labor Code
17 section 2699, subdivision (s)(3).

18 **5.4 Settlement Class Release.** Upon the Effective Date, all Settlement Class
19 Members shall be deemed to have, and by operation of the Final Approval Order and Judgment
20 shall have, expressly released, waived, and relinquished the Released Class Claims. Settlement
21 Class Members shall not sue or otherwise make a claim against any of the Released Parties for
22 any of the Released Class Claims and shall be barred from filing any actions, claims, complaints,
23 or proceedings against any of the Released Parties relating to the Released Class Claims with any
24 court or agency (including without limitation the California Division of Labor Standards
25 Enforcement), or from initiating any other proceedings against any of the Released Parties for any
26 of the Released Class Claims. Settlement Class Members' release, waiver, and relinquishment of
27 the Released Class Claims shall preclude them from participating in any judgment or settlement
28 of any of the Released Class Claims in any other class, collective, or representative action.

1 **5.5 PAGA Group Release.** Upon the Effective Date, all PAGA Group Members and
2 the State of California shall be deemed to have, and by operation of the Final Approval Order and
3 Judgment shall have, expressed released, waived, and relinquished the Released PAGA Claims.
4 PAGA Group Members shall be barred from bringing, joining, or otherwise participating in a
5 PAGA representative action or otherwise making, joining, or otherwise participating in a claim
6 against any of the Released Parties for any of the Released PAGA Claims, and the State of
7 California shall also be barred from pursuing recovery of any civil penalties from any of the
8 Released Parties for any of the Released PAGA Claims.

9 **5.6 Dismissal of Remaining Putative Class and Individual Claims.** The Parties
10 understand and agree that this Settlement disposes of the Action in its entirety. As described in
11 this Agreement, and subject to Court approval, the Court shall enter Judgment with respect to the
12 Released Class Claims and Released PAGA Claims. With respect to all other claims alleged in
13 the FAC, Plaintiff agrees to effectuate their dismissal by lodging all necessary papers with the
14 Court within five (5) calendar days after the Effective Date seeking dismissal with prejudice of
15 Plaintiff's individual claims in the FAC and dismissal without prejudice of any and all remaining
16 putative class and PAGA claims in the FAC, other than the Released Class Claims and Released
17 PAGA Claims within the scope of this Settlement.

18 **5.7 Plaintiff's Separate Individual Settlement Agreement and General Release.**
19 Concurrently with the execution of this Agreement, the Parties are entering into a separate
20 individual settlement agreement pursuant to which Plaintiff is generally releasing all known and
21 unknown claims of any kind or nature against Defendant and the other Released Parties and
22 waiving section 1542 of the California Civil Code, among other standard terms and conditions
23 negotiated and agreed by the Parties. In return, Defendant has agreed to pay Plaintiff an
24 aggregate sum of Ten Thousand Dollars and Zero Cents (\$10,000.00), separate and apart from the
25 Gross Settlement Amount, in full and final settlement of Plaintiff's individual claims, including
26 his individual PAGA claims, and as consideration for Plaintiff's general release of claim and
27 waiver of section 1542. The payment pursuant to this separate individual agreement will not be
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1 made until and unless the Court grants Final Approval of the Settlement and the Settlement is
2 effective, as further explained in the Parties' separate individual settlement agreement.

3 **6. ADDITIONAL PROVISIONS**

4 **6.1 No Admission of Liability.** Defendant contends that all of its employment
5 practices have complied with all applicable laws and regulations in all respects at all times; that
6 Class Members and PAGA Group Members were and are properly paid all wages, including
7 (without limitation) all minimum wages and overtime wages, were and are timely paid all final
8 wages, were and are timely paid all wages during employment, and were and are furnished
9 accurate itemized wage statements; that Defendant did not and does not engage in unfair
10 competition, business acts, or practices; and that Defendant's conduct was not and is not willful,
11 knowing and intentional, or otherwise unlawful with respect to any of the claims alleged in the
12 Action. Defendant has denied and continues to deny each of the claims alleged and the
13 contentions made by Plaintiff in the Action. Defendant denies any wrongdoing or legal liability
14 arising out of any of the facts or conduct alleged in the Action and believes it has valid defenses to
15 all of Plaintiff's claims. This Agreement reflects the compromise and settlement of disputed
16 claims between the Parties, and its provisions and any and all drafts, communications or
17 discussions relating thereto do not constitute, are not intended to constitute, and will not under any
18 circumstances be deemed to constitute an admission by Defendant as to the certifiability, merits,
19 validity, or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense.

20 **6.2 Sexual Harassment Claims.** Nothing in this Agreement is intended to prevent or
21 restrict discussion or disclosure of factual information regarding sexual assault, sexual
22 harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or
23 discrimination or any other conduct for which there is reason to believe said conduct is unlawful),
24 failure to prevent an act of workplace harassment or discrimination, and/or an act of retaliation
25 against a person for reporting or opposing harassment or discrimination.

26 **6.3 Parties Represented by Counsel.** The Parties hereby acknowledge that they have
27 been represented in negotiations for and in the preparation of this Agreement by independent
28 counsel of their own choosing, they have read this Agreement and have had it fully explained to

1 them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
2 effect.

3 **6.4 Voluntary Agreement.** This Agreement is executed voluntarily and without
4 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm
5 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of
6 all other matters pertaining hereto as he or it deems necessary.

7 **6.5 Escalator Clause.** It was estimated in connection with negotiation of the
8 Settlement, based on data provided by Defendant, that there are approximately 196 Class
9 Members with a total of approximately 1,913 Eligible Work Weeks. In the event the actual
10 number of Class Members is more than 10% greater than the estimated number of Class Members
11 (i.e., is 216 or more persons), then Defendant at its sole discretion shall either: (1) increase the
12 Gross Settlement Amount proportionally by the same percentage points above 10% by which the
13 actual number of Class Members is more than 10% greater than the estimate; or (2) end the Class
14 Period at the point in time where the number of Class Members is less than or equal to 216
15 persons.

16 **6.6 Notices.** The Parties, Class Counsel, and Counsel for Defendant acknowledge and
17 agree that for the purposes of any claims, actions, or proceedings arising out of this Agreement,
18 notice provided to Class Counsel shall be deemed notice to Plaintiff and to Class Members. All
19 notices, requests, demands, and other communications required to be given to counsel for the
20 Parties under this Agreement shall be in writing and shall be delivered personally, faxed, emailed
21 or mailed, postage prepaid, by first class United States mail, addressed as follows:

22 To Class Members or to Plaintiff:

23 Timothy B. Del Castillo (tdc@castleemploymentlaw.com)
24 Kent L. Bradbury (kb@castleemploymentlaw.com)
25 Castle Law: California Employment Counsel
26 2999 Douglas Blvd., Suite 180
27 Roseville, CA 95661
28 Telephone: (916) 245-0122

To Defendant Staples Contract & Commercial LLC

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Facsimile: (415) 276-6599

6.7 **No Press Releases/Public Comment.** Unless they first obtain Defendant's express written consent, Class Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or promote the terms of the Settlement, or the negotiations leading to the Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent Plaintiff or Class Counsel from disclosing or discussing the terms of the Settlement (i) with the Court, (ii) with any Class Member or PAGA Group Member, (iii) with the Settlement Administrator, (iv) with the LWDA in conformity with PAGA, or (v) as otherwise required by law.

6.8 **Authorization.** The Parties hereto represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the Party on whose behalf he, she or it has executed this Agreement.

6.9 **Agreement Binding on Successors in Interest.** This Agreement shall be binding on and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the Parties.

6.10 **Time Periods.** The time periods and dates set forth in this Agreement with respect to the giving of notices and hearings are subject to approval and modification by the Court or the written stipulation of counsel for the Parties.

1 **6.11 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
2 accomplish the terms of this Agreement, including but not limited to execution and delivery of
3 any and all additional papers, documents, and other assurances and taking such other action that
4 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
5 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
6 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
7 the terms set forth herein.

8 **6.12 Entire Agreement.** The Exhibits to this Agreement are integral parts of this
9 Agreement and are hereby incorporated and made a part of this Agreement. This Agreement
10 contains the entire agreement between the Parties and constitutes the complete, final, and
11 exclusive embodiment of their agreement with respect to the subject matter hereof. This
12 Agreement is executed without reliance upon any promise, representation, or warranty by any
13 Party or any representative of a Party, other than those expressly set forth herein. Any
14 inconsistency between this Agreement and the attached Exhibits will be resolved in favor of this
15 Agreement.

16 **6.13 Headings.** The various headings used in this Agreement are solely for the
17 convenience of the Parties and shall not be used to interpret this Agreement.

18 **6.14 No Construction Against Drafter.** This Agreement shall be deemed to have been
19 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter
20 shall not apply to this Agreement.

21 **6.15 Amendment and Modification.** Except as expressly provided in Section 6.10,
22 above, with respect to time periods and dates set forth herein, this Agreement may not be
23 amended, altered, or modified except in writing and signed by the Parties hereto, their successors
24 in interest, or their duly authorized representatives, and approved by the Court.

25 **6.16 Governing Law.** This Agreement is entered into in accordance with the laws of
26 the State of California and shall be governed by and interpreted in accordance with those laws.

27 **6.17 Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
28 otherwise arising out of this Agreement, or relating to the Action, the Released Class Claims, or

1 the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court, and the
2 Plaintiff, Class Members, PAGA Group Members, the LWDA, and Defendant all agree to submit
3 to the personal and exclusive jurisdiction of the Court for the purpose of resolving any such
4 dispute. Following the Effective Date, the Court shall retain jurisdiction solely with respect to the
5 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
6 judgments entered in connection therewith, and the Parties and their counsel submit to the
7 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
8 embodied in this Agreement and all orders and judgments entered in connection therewith.

9 **6.18 Agreement Constitutes a Complete Defense.** To the extent permitted by law,
10 this Agreement may be pleaded as a full and complete defense to any action, suit, or other
11 proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this
12 Agreement.

13 **6.19 Signatures.** Signatures by facsimile, in Portable Document Format (PDF), or by
14 other electronic means, shall have the same force and effect as original signatures.

15 **6.20 Execution Date and Execution in Counterparts.** This Agreement shall be
16 deemed executed upon the last date of signature of all of the undersigned. The Parties may
17 execute this Agreement in counterparts, each of which shall constitute an original, but all of which
18 together shall constitute one and the same instrument having the same force and effect as if all
19 Parties had signed the same instrument.

20 IN WITNESS THEREOF, the Parties hereto have so agreed.

21
22 Dated: Mar 12, 2025, 2025

FLAVIO ALCARAZ

23 *Flavio Alcaraz*

24 Flavio Alcaraz (Mar 12, 2025 20:26 PDT)

25 On behalf of himself, the Settlement Class, the
26 State of California and PAGA Group Members as
27 a private attorney general
28

1 Dated: March 25, 2025

STAPLES CONTRACT & COMMERCIAL LLC

2
3 By: 

4 Its: Kevin V. Jones
VP, Associate General Counsel

5 **APPROVED AS TO FORM:**

6
7 Dated: March 21, 2025

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

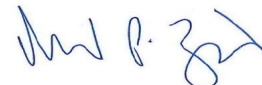
8
9
10 By: 

11 Timothy B. Del Castillo
Kent L. Bradbury

12 Attorneys for Plaintiff
13 FLAVIO ALCARAZ

14 Dated: March 26, 2025

DAVIS WRIGHT TREMAINE LLP

15
16 By: 

17 David P. Zins

18 Attorneys for Defendant
19 STAPLES CONTRACT & COMMERCIAL LLC
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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

FLAVIO ALCARAZ, individually and on
behalf of all others similar situated,

Plaintiff,

vs.

STAPLES CONTRACT & COMMERCIAL
LLC, and DOES 1 through 20, inclusive,

Defendants.

Case No. 24CV000724

**NOTICE OF SETTLEMENT OF
CLASS ACTION**

ATTENTION: If you were employed by Staples Contract & Commercial LLC (“Staples”) as an hourly-paid, non-exempt employee in California and were paid a “sign-on” or “introductory” bonus payment during the period from January 16, 2020 to and including July 13, 2024 (the “Class Period”), you may be a Class Member eligible to receive money from a proposed Class Settlement in the above-captioned class action lawsuit.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Class Settlement. If you are a Class Member, it contains important information affecting your rights to participate in the Class Settlement as further described below. This Notice advises you of the terms of the Class Settlement and your rights and options under it.

To be eligible for your share of the Class Settlement, you are not required to make a claim. However, to ensure receipt of your share, you must update the Settlement Administrator, ILYM Group, Inc., with any change of address.

What is the proposed Settlement about?

Flavio Alcaraz (“Plaintiff”) is the named plaintiff in a class action lawsuit against Staples titled *Flavio Alcaraz v. Staples Contract & Commercial LLC*, Case No. 24CV000724, filed on January 16, 2024 and currently pending in the Superior Court of the State of California, County of Sacramento (the “Action”). The operative first amended complaint (the “First Amended Complaint”) was filed on May 28, 2024 and asserts, in relevant part, causes of action alleging failure to pay overtime or double-time or underpayment of overtime or double-time based on the purported failure to include “sign-on” or “introductory” bonus payments in employees’ regular rate of pay and derivative waiting time penalties, wage statement violations, and civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Under the proposed Class Settlement, Staples has agreed to make payments (“Class Settlement Awards”) to Class Members who do not opt out of the Class Settlement (“Settlement Class Members”). These Class Settlement Awards will be based on the number of weeks during the

Class Period that each Settlement Class Member was employed by Staples in California as an hourly-paid, non-exempt employee and worked overtime or double time during the accrual period for a “sign-on” or “introductory” bonus payment (“Eligible Work Weeks”) compared to the total number of Eligible Work Weeks for all Settlement Class Members, as more fully described below.

Staples has also agreed to pay the Settlement Administration Costs, a Service Payment to Plaintiff, a PAGA Settlement Amount to be paid to the California Labor & Workforce Development Agency (“LWDA”) and PAGA Group Members in settlement of the PAGA claims, and a Fee and Expense Award to Plaintiff’s counsel (“Class Counsel”), all subject to the Court’s approval. Staples’ maximum total obligation under the proposed Settlement is \$90,000, subject to escalation only to the extent described below.

The proposed Settlement is not an admission of liability by Staples. Throughout the course of litigation, Staples has denied any liability or wrongdoing and has denied that any compensable injury arose out of any of the matters alleged in the Action. Staples contends that all of its employment practices have complied with all applicable laws and regulations at all times.

Class Counsel believes that the proposed Settlement is in the best interests of the Class Members. Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members.

The Court has preliminarily approved the proposed Settlement as fair, reasonable, and adequate. The final determination of those issues will be made at the Final Approval Hearing to be held on [FA hearing date] at [FA hearing time] (“Final Approval Hearing”).

Summary of the proposed Settlement

Staples has agreed to pay \$90,000 (“Gross Settlement Amount”) in exchange for Settlement Class Members’ release of claims described below, and for the release of all PAGA claims in the PAGA Settlement. This amount is subject to escalation if it is determined that the total number of Class Members for the Class Period exceeds 110% of 196 (i.e., is 216 or more persons), in which case the Gross Settlement Amount will increase on a proportional basis to the extent this 110% threshold is exceeded (e.g., if the total number of Class Members is actually 115% of 196, the Gross Settlement Amount will increase by 5%). If finally approved by the Court, the proposed Settlement will distribute money as follows:

Class Settlement Awards to Settlement Class Members: Settlement Class Members (Class Members who do not exclude themselves from the Class Settlement) will each be paid a Class Settlement Award, which is their pro-rata share of the Net Settlement Sum, calculated as follows: The Settlement Administrator will calculate the total number of Eligible Work Weeks for all Settlement Class Members. The Settlement Administrator will then divide the Net Settlement Sum by the total Eligible Work Weeks for all Settlement Class Members, resulting in a per Eligible Work Week value for each Settlement Class Member. The Settlement Administrator will then multiply the per Eligible Work Week value by the number of individual

Eligible Work Weeks for each Settlement Class Member to yield his or her Class Settlement Award.

“Eligible Work Weeks” means the greater of (a) one and (b) the number of weeks during the Class Period falling within the accrual period for a Class Member’s “sign-on” or “introductory” bonus payment during which the Class Member worked overtime or double time. Eligible Work Weeks will be calculated by Staples based on its pay data.

“Net Settlement Sum” means the Gross Settlement Amount minus the payment of (a) the Fee and Expense Award, (b) the PAGA Settlement Amount, (c) the Service Payment to Plaintiff, (d) the Settlement Administration Costs and (e) Defendant’s share of Withholdings and Taxes arising from the Class Settlement Awards, all of which are described below.

Class Settlement Awards shall be allocated 10% to wages subject to Withholdings and Taxes and 90% to interest, penalties, and non-wage damages.

Fee and Expense Award to Class Counsel: Upon approval by the Court, a Fee and Expense Award will be paid to Class Counsel (Castle Law: California Employment Counsel) out of the Gross Settlement Amount, as payment of their attorneys’ fees and reimbursement of their litigation costs. The proposed Settlement permits Class Counsel to request up to one-third or 33.33% of the Gross Settlement Amount (\$30,000 if the Gross Settlement Amount remains at \$90,000) as their fees for prosecuting this case and up to \$15,000 for reimbursement of their costs and expenses incurred in the Action. You are not personally responsible for any of Class Counsel’s attorneys’ fees, costs, or expenses.

PAGA Settlement Amount: The proposed Settlement provides for a payment of \$10,000 for resolution of the PAGA claims alleged in the Action. Of that amount, 75% (or \$7,500) of the PAGA Settlement Amount shall be paid to the LWDA and 25% (or \$2,500) of the PAGA Settlement Amount shall form the PAGA Fund to be paid to PAGA Group Members. PAGA Settlement Awards will be calculated by dividing the \$2,500 by the total PAGA Work Weeks during the period from November 17, 2022 to and including July 13, 2024 (the “PAGA Period”) and then allocated on a pro rata basis. PAGA Work Weeks means the greater of (a) one and (b) the number of weeks during the PAGA Period falling within the accrual period for a PAGA Group Member’s “sign-on” or “introductory” bonus payment during which the PAGA Group Member worked overtime or double time. PAGA Work Weeks will be determined for PAGA Group Members only and will be calculated by Staples based on its pay data.

Other Payments: The proposed Settlement provides for a Service Payment to Plaintiff of up to \$5,000. The proposed Settlement further provides for payment estimated not to exceed **\$5,750.00** to the Settlement Administrator, ILYM Group, Inc., for its services in mailing the Class Notice and administering the Settlement.

What are my rights and options?

1. **You can exclude yourself from the Class Settlement:** If you do not want a Class Settlement Award and do not want to be bound by any of the proposed Class Settlement’s terms, including the release of the Released Class Claims discussed below, you must make a

timely written Request for Exclusion. If you exclude yourself from the Class Settlement, you cannot object to it.

Your Request for Exclusion must contain (a) a reference to the name and case number of the Action (*Flavio Alcaraz v. Staples Contract & Commercial LLC*, Sacramento Superior Court Case No. 24CV000724), (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (c) the words "Request for Exclusion" at the top of the document, and (d) the statement: "I wish to be excluded from the Class Settlement in this case."

Your Request for Exclusion must be personally signed by you. Any Request for Exclusion submitted by someone else on your behalf will not be valid. Your Request for Exclusion must be mailed to the Settlement Administrator and must be postmarked by **[DATE – 60 days from mailing Class Notice / Notice Response Deadline]**. You should not request exclusion if you wish to receive money from the Class Settlement.

You do not have the right to be excluded from the PAGA Settlement, whether or not you exclude yourself from the Class Settlement.

2. You can object to the Class Settlement: You can object to the Class Settlement before the Court's final approval of the Class Settlement. To object, you must submit a written Objection to the Settlement Administrator by **[DATE – 60 days from mailing Class Notice / Notice Response Deadline]**, which must include (a) a reference to the name and case number of the Action (*Flavio Alcaraz v. Staples Contract & Commercial LLC*, Sacramento Superior Court Case No. 24CV000724), (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (c) a written statement of the grounds for objecting to the Class Settlement along with any authority on which you intend to rely in support of your objection, and (d) a written statement of whether you intend to appear at the Final Approval Hearing and whether you are represented by counsel. You may also appear and object to the Class Settlement at the Final Approval Hearing currently set for **[FA hearing time]** on **[FA hearing date]**, in Department 23 of the Superior Court of California, County of Sacramento, Civil Complex Division, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street Sacramento, CA 95814. You are not required to appear, either personally or through counsel, at the Final Approval Hearing in order for your written Objection to be considered.

You may object to the Class Settlement only if you do NOT submit a Request for Exclusion. If you submit both a valid Request for Exclusion and an objection to the Class Settlement, your objection will not be considered because you will be excluded from the Class Settlement and unable to object to it.

You do not have the right to object to the PAGA Settlement, whether or not you object to the Class Settlement.

3. You can dispute the number of your Eligible Work Weeks: Your number of Eligible Work Weeks according to Staples' records is listed below. If you do not agree with the number of your Eligible Work Weeks shown below, you may dispute the number by notifying the Settlement Administrator in writing by **[DATE – 60 days from mailing Class Notice / Notice**

Response Deadline]. The written dispute must contain: (a) a reference to the name and case number of the Action (*Flavio Alcaraz v. Staples Contract & Commercial LLC*, Sacramento Superior Court Case No. 24CV000724), (b) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (c) the number of Eligible Workweeks you believe is correct for you; and (d) whether you are enclosing documentation to support the number of your Eligible Work Weeks being different from the number shown in Staples' records. If you submit a dispute, the Settlement administrator will resolve it, and the Settlement Administrator's decision will be final and binding. In resolving the dispute, the information provided by Staples will be presumed accurate.

4. **You can do nothing:** You can do nothing. If you do nothing, you will be bound by the proposed Settlement terms and you will be entitled to receive a Class Settlement Award as described above.

To the extent you are also a PAGA Group Member, you will also be entitled to receive a PAGA Settlement Award, regardless of whether you exclude yourself from the Class Settlement, object to the Class Settlement, dispute the number of your Eligible Work Weeks, or do nothing.

What claims am I releasing by participating in the Class Settlement?

In exchange for the consideration given by Staples in the proposed Settlement, all Class Members who do not opt out of the Class Settlement (the Settlement Class Members) will expressly release, waive, and discharge, and will be deemed to have released, waived, and discharged, all Released Class Claims against all Released Parties.

"Released Class Claims" means all claims during the Class Period for unpaid or underpaid overtime or double time wages pursuant to California Labor Code sections 510 and 1194, and the applicable section(s) of the applicable IWC Wage Order(s), predicated on the purported failure by Staples to include a "sign-on" or "introductory" bonus payment in the regular rate of pay as well as all derivative claims based on such a claim, including claims for wage statement penalties pursuant to California Labor Code section 226, waiting time penalties pursuant to California Labor Code section 203, and statutory unfair or unlawful business practices pursuant to California Business & Professions Code section 17200 *et seq.*

"Released Parties" means Staples Contract & Commercial LLC; each and all of its respective present, former, or future, direct or indirect parent companies (including without limitation Staples, Inc.), subsidiaries, affiliates, divisions, corporations in common control, owners, divisions, concepts, co-employers, members, predecessors, successors, assigns, officers, directors, employees, contractors, partners (both general and limited), shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers; each and all of the present, former, or future, direct or indirect owners, members, predecessors, successors, assigns, officers, directors, employees, contractors, partners (both general and limited), shareholders, agents, attorneys, representatives, benefit plans, insurers, and re-insurers of such parent companies, subsidiaries, affiliates, divisions, corporations in common control, divisions, concepts, and co-employers; any and all persons or entities acting by, through, under, or in concert with any of them; and any other individual or entity which could be liable for any and all claims released in this Settlement.

All Settlement Class Members intend and are deemed to intend that the Settlement shall be effective as a bar to any and all Released Class Claims against any and all Released Parties.

The Settlement Class Members further agree not to sue or otherwise make a claim against any of the Released Parties arising out of or related to any of the Released Class Claims. The Settlement Class Members further agree that their release, waiver, and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of claims that are the subject of any of the Released Class Claims in any other class, collective, or representative action.

All PAGA Group Members, whether or not they opt out of the Class Settlement, and the State of California will expressly release, waive, and discharge, and will be deemed to have released, waived, and discharged, all Released PAGA Claims against all Released Parties. "Released PAGA Claims" means all claims under PAGA during the PAGA Period based on claims for unpaid or underpaid overtime or double time wages pursuant to California Labor Code sections 510 and 1194, and the applicable section(s) of the applicable IWC Wage Order(s), predicated on the failure to include a "sign-on" or "introductory" bonus payment in the regular rate of pay as well as all derivative claims based on such a claim, including claims for wage statement penalties pursuant to California Labor Code section 226 and waiting time penalties pursuant to California Labor Code section 203.

What is my expected payment?

Based on Staples' records, your unique individual Class Settlement Award is presently estimated to be \$XX (less withholding) based on records showing you worked XX Eligible Work Weeks. Your unique individual PAGA Settlement Award is estimated to be \$XX based on records showing you worked XX PAGA Work Weeks. The actual amount you may receive will likely not exactly match the estimate due to a number of factors. If no amount is listed for your individual PAGA Settlement Award, then according to Staples' records, you are not eligible for a PAGA Settlement Award under the Settlement because you did not receive a "sign-on" or "introductory" bonus payment during the PAGA Period.

You do not need to do anything further to receive your individual Class Settlement Award and/or individual PAGA Settlement Award, other than to ensure the Settlement Administrator has an accurate mailing address for you. As described above, you can contact the Settlement Administrator if you believe your Eligible Work Weeks listed above are incorrect.

When is the next Court hearing?

A Final Approval Hearing will be held in Department 23 of the Superior Court of California, County of Sacramento, Civil Complex Division, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street Sacramento, CA 95814, on [FA hearing date] at [FA hearing time] to determine whether the Settlement is fair, reasonable, and adequate. The Court will be asked to approve the plan for distributing the Class Settlement Awards, the Fee and Expense Award to Class Counsel, the Service Payment to Plaintiff, the PAGA Settlement Amount, and payment to the Settlement Administrator for its services. A motion for final approval of these items should be on file with the Court no later than [DATE] and will be available for review after

that date. The Final Approval Hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

If Class Members desire to appear remotely at the Final Approval Hearing, they can join via Department 23's Zoom link or phone number. Below is information regarding making a remote appearance in Department 23.

- To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>
- To join by phone: (833) 568-8864 / ID: 16108301121

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Class Action and PAGA Settlement Agreement and Release ("Agreement"), filed with the Court on [DATE] as an exhibit to the Declaration of [Attorney's Name] in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. For the precise terms and conditions of the Settlement, you should consult the Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you can contact the Settlement Administrator at [REDACTED] - [REDACTED], [email address], or [mailing address]. You can also contact Class Counsel at Castle Law: California Employment Counsel, (916) 245-0122.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION
ABOUT THIS SETTLEMENT**

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

FLAVIO ALCARAZ, individually and on
behalf of all others similar situated,

Plaintiff,

vs.

STAPLES CONTRACT & COMMERCIAL
LLC, and DOES 1 through 20, inclusive,

Defendants.

Case No. 24CV000724

(Assigned for All Purposes to the Honorable Jill
H. Talley)

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
PROVISIONALLY CERTIFYING CLASS
FOR SETTLEMENT PURPOSES ONLY**

Action Filed: January 16, 2024

1 This matter has come before the court on the motion of plaintiff Flavio Alcaraz
2 (“Plaintiff”) for preliminary approval of the settlement of the Action (“Motion”). A hearing on
3 the motion was held on [REDACTED], 2025. The Court, having duly considered the motion, good
4 cause appearing, hereby orders as follows.

5 1. The definitions set out in the Class Action and PAGA Settlement Agreement and
6 Release (“Agreement”) are incorporated by reference into this Order; all capitalized terms defined
7 therein shall have the same meaning in this Order.

8 2. The Court grants preliminary approval of the Settlement based upon the terms set
9 forth in the Agreement. The Settlement appears to be fair, reasonable, and adequate to the Class
10 and presumptively valid, subject to any objections that may be raised before the Final Approval
11 Hearing.

12 3. The Final Approval hearing on the question of whether the proposed Settlement,
13 the Fee and Expense Award to Class Counsel, Plaintiff’s Service Payment, the PAGA Settlement
14 Amount, and the Settlement Administration costs should be finally approved as fair, reasonable,
15 and adequate as to the Class Members and PAGA Group Members is scheduled for [REDACTED],
16 2025 at 9:00 a.m. in Department 23 of this Court.

17 4. The Court approves as to form and content the Class Notice attached hereto as
18 **Exhibit 1**. The Court approves the procedure for Class Members to request exclusion from or to
19 object to the Settlement as set forth in the Class Notice.

20 5. The Court directs the mailing of the Class Notice in accordance with the
21 implementation schedule set forth below. The Court finds that the manner and mode of giving
22 notice to Class Members outlined in the Agreement and below meet the requirements of due
23 process and provide the best notice practicable under the circumstances and shall constitute due
24 and sufficient notice to all persons entitled thereto.

25 6. The Class is preliminarily certified for settlement purposes only.

26 7. The Court preliminarily approves Timothy B. Del Castillo and Kent L. Bradbury
27 of Castle Law: California Employment Counsel as Class Counsel.

28 8. The Court approves ILYM Group, Inc. as the Settlement Administrator.

1 9. The Court preliminarily approves Plaintiff Flavio Alcaraz as the Class
2 representative.

3 10. The court orders the following implementation schedule for further proceedings:

4	Deadline for Defendant to submit the Class Information List to the Settlement Administrator.	_____, 2025 (15 business days from entry of this Order)
5	Settlement Administrator mails Class Notice to Class Members.	_____, 2025 (10 business days from receipt of Class Information List from Defendant)
6	Deadline for Class Members to mail Requests for Exclusion.	_____, 2025 (60 days from initial mailing of Class Notice)
7	Deadline for submitting to the Settlement Administrator any objections to the Settlement.	_____, 2025 (60 days from initial mailing of Class Notice)
8	Deadline for Class Counsel to file Motion for Final Approval of Settlement.	_____, 2025
9	<i>[Not sooner than three weeks after the deadline for Class Members to mail Requests for Exclusion and for submitting any objections to the Settlement]</i>	
10	Final Approval Hearing	_____, 2025 at 9:00 a.m.

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19 **IT IS SO ORDERED.**

20 DATED: _____

Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

FLAVIO ALCARAZ, individually and on
behalf of all others similar situated,

Plaintiff,

vs.

STAPLES CONTRACT & COMMERCIAL
LLC, and DOES 1 through 20, inclusive,

Defendants.

Case No. 24CV000724

(Assigned for All Purposes to the Honorable Jill
H. Talley)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT; JUDGMENT
THEREON**

Action Filed: January 16, 2024

1 This matter has come before the Court on the Motion of plaintiff Flavio Alcaraz
2 (“Plaintiff”) for Final Approval of the Class and PAGA Settlement in the above-captioned Action
3 (the “Motion”). A Final Approval Hearing was held on [REDACTED], 2025, following the Court’s
4 order granting Plaintiff’s motion for preliminary approval of the Class Settlement and notice of
5 the Settlement to the Class with an opportunity for Class Members to request exclusion from or
6 object to the Class Settlement. The Court, having duly considered the Motion, good cause
7 appearing, hereby orders, adjudges and decrees as follows:

8 1. Capitalized terms in this Order and Judgment have the same meaning they are
9 given in the Class and PAGA Action Settlement Agreement and Release (“Agreement”) filed
10 with the Motion.

11 2. This Court has jurisdiction over the subject matter of this Action, all claims
12 alleged herein, and all Parties hereto, including Plaintiff, all Class Members, and Staples
13 Contract & Commercial LLC (“Defendant”).

14 3. The Court finds that the Class Members have been provided proper and adequate
15 notice, meeting the requirements of due process. The Court finds, based on the evidence
16 submitted, that the Class Notice and related documents, as well as the methodology used to
17 implement the Settlement, including providing notice to Class Members, (a) complied with this
18 Court’s Preliminary Approval Order, (b) constituted the best practicable notice under the
19 circumstances, (c) constituted notice that was reasonably calculated, under the circumstances, to
20 apprise Class Members of the pendency of the Action and the proposed Settlement, their right to
21 participate in the Settlement, to opt out of the Class Settlement, to object to the Class Settlement,
22 and to appear at the Final Approval Hearing, and (d) met all applicable requirements of due
23 process, the Code of Civil Procedure and other applicable authorities.

24 4. The Court finds that adequate time has been provided for Class Members to
25 respond to the Class Notice, including by opting out of the Class Settlement or objecting to the
26 Class Settlement.

27 5. The Court finds that the Settlement, the terms of which are set forth in the
28 Agreement attached hereto as **Exhibit 1**, is fair, reasonable, and adequate as to the settling Parties,

1 including the Settlement Class Members, and is in the best interests of all those affected by the
2 Settlement. The Court finds that the Settlement was the result of vigorously contested litigation
3 and good-faith arm's-length negotiations, and is reasonable based on the risks, expense, and
4 complexity of the Action and the likelihood of success in it. The Court hereby grants final
5 approval of the Settlement, as set forth in the Agreement, and enters Judgment accordingly. The
6 Parties are directed to perform the terms of the Agreement and to report to the Court when that
7 performance has been completed.

8 6. The Court has already determined solely for purposes of this Settlement, by way of
9 its Preliminary Approval Order, that the Settlement Class satisfies the applicable standards for
10 certification under the Code of Civil Procedure. The Settlement Class, which will be bound by
11 this Final Approval Order and Judgment, includes all Class Members who did not submit a timely
12 and valid Request for Exclusion. The Class Members who have opted out of the Class Settlement
13 by submitting a timely and valid Request for Exclusion are listed on **Exhibit 2** hereto. For
14 purposes of the Settlement and this Final Approval Order and Judgment, the Settlement Class
15 shall be represented by Plaintiff and shall include Plaintiff and all current and former non-exempt
16 employees employed by Defendant in California who were paid one or more "sign-on" or
17 "introductory" bonus payments at any time from January 16, 2020 to and including July 13, 2024,
18 excluding only those persons listed on Exhibit 2.

19 7. The Court hereby approves a PAGA Settlement Amount of \$_____, of which
20 \$_____ shall be paid to the LWDA and the remaining \$_____ to be distributed to the
21 PAGA Group Members, as defined in the Agreement.

22 8. The Court appoints Plaintiff as class representative for the Settlement Class.

23 9. The Court appoints Castle Law: California Employment Counsel, as class counsel
24 for the Settlement Class, finding that Class Counsel is adequate and qualified, and has represented
25 and can continue to represent the interests of Plaintiff and the Settlement Class Members fully and
26 faithfully.

27 10. Settlement Class Members shall be paid their respective shares of the Net
28 Settlement Sum as provided in the Agreement. The portion of the LWDA Payment to be paid to

1 the California Labor & Workforce Development Agency ("LWDA") shall be paid as provided in
2 the Agreement. All Withholdings and Taxes owed on the Settlement Awards, as calculated by the
3 Settlement Administrator, shall be paid and reported to the appropriate taxing authorities as set
4 forth in the Agreement.

5 11. The unopposed application of Class Counsel for attorneys' fees and costs is hereby
6 granted. The sum of \$ _____ in attorneys' fees and costs in the amount of
7 \$ _____ shall be paid to Class Counsel, with payment to be made as provided for in the
8 Agreement. The Court also approves a Service Payment of \$ _____ to Plaintiff, with
9 payment to be made as provided for in the Agreement. ILYM Group, Inc. shall be paid
10 Settlement Administration Costs of \$ _____, in accordance with the terms of the
11 Agreement. Except as expressly set forth in this Final Approval Order and Judgment, the Parties
12 shall bear their own attorneys' fees and costs.

13 12. Within fifteen (15) business days from the Effective Date (as defined in the
14 Agreement), Defendant will remit the Settlement Fund Amount (as defined in the Agreement) to
15 the Settlement Administrator for the establishment of the Settlement Fund.

16 13. The Settlement Administrator is directed to make the payments set forth herein, in
17 accordance with the terms and conditions of the Agreement.

18 14. Any portion of the Settlement Fund remaining after administration of the
19 Settlement has been completed shall be transmitted to the California Controller's Office
20 Unclaimed Property Division for further handling, as provided in the Agreement.

21 15. All Class Members, except those who timely opted out of the Class Settlement
22 (listed in Exhibit 2 hereto), are bound by this Final Approval Order and Judgment, and by the
23 previously approved Agreement. Each Settlement Class Member is hereby deemed to have fully,
24 finally, and forever released, relinquished, and discharged Defendant and all Released Parties, as
25 defined in the Agreement, from the Released Class Claims described in the Agreement.
26 Settlement Class Members shall not sue or otherwise make a claim against any of the Released
27 Parties for any of the Released Class Claims and shall be barred from filing any actions, claims,
28 complaints, or proceedings against any of the Released Parties relating to the Released Class

1 Claims with any court or agency (including without limitation the California Division of Labor
2 Standards Enforcement), or from initiating any other proceedings against any of the Released
3 Parties for any of the Released Class Claims. Settlement Class Members' release, waiver, and
4 relinquishment of the Released Class Claims shall preclude them from participating in any
5 judgment or settlement of any of the Released Class Claims in any other class, collective, or
6 representative action.

7 16. All PAGA Group Members and the State of California are bound by this Final
8 Approval Order and Judgment, and by the previously approved Agreement. Each PAGA Group
9 Member and the State of California are hereby deemed to have fully, finally, and forever released,
10 relinquished, and discharged Defendant and all Released Parties, as defined in the Agreement,
11 from the Released PAGA Claims described in the Agreement. PAGA Group Members shall be
12 barred from bringing, joining, or otherwise participating in a PAGA representative action or
13 otherwise making, joining, or otherwise participating in a claim against any of the Released
14 Parties for any of the Released PAGA Claims, and the State of California shall also be barred
15 from pursuing recovery of any civil penalties from any of the Released Parties for any of the
16 Released PAGA Claims.

17 17. This Final Approval Order and Judgment, the Agreement, the Settlement it
18 reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are
19 not, and shall not be construed as, or used as an admission by Defendant or a finding by this Court
20 of any fault, wrongdoing, or liability on Defendant's part, or of the validity of any Released Class
21 Claim or Released PAGA Claim or of the existence or amount of any damages.

22 18. Within five (5) calendar days after the Effective Date, Plaintiff and Class Counsel
23 shall effectuate the dismissal with prejudice of Plaintiff's remaining individual claims in the
24 operative First Amended Complaint. Plaintiff and Class Counsel shall also effectuate dismissal
25 without prejudice of any and all remaining putative class and PAGA claims in the First Amended
26 Complaint outside the scope of the Released Class Claims and Released PAGA Claims covered
27 by the Settlement, thereby resolving the Action in its entirety.
28

1 19. In the event the Effective Date does not occur, this Final Approval Order and
2 Judgment shall be null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly
3 provided to the contrary in the Agreement, and without prejudice to the status quo ante rights of
4 the Plaintiff, Settlement Class Members, and Defendant.

5 20. A Hearing Re: Final Administration of the Class Action Settlement is hereby
6 scheduled for _____, at 10:30 a.m., in Department 23 of the above entitled Court. At least
7 five (5) calendar days prior to said Hearing, Plaintiff shall file a declaration confirming that the
8 claims have been paid and that administration of all the terms and conditions of the class action
9 settlement have been completed. Should the Court find that said declaration has sufficiently
10 evidenced full and complete administration of the class action settlement, the Hearing Re: Final
11 Administration of the Class Action Settlement may be taken off calendar, at the Court's
12 discretion.

13 21. Judgment is hereby entered in accordance with the Agreement and the Settlement.
14 Without affecting the finality of this Final Approval Order and Judgment in any way, the Court
15 shall retain jurisdiction over the implementation of the Settlement, including enforcement and
16 administration of the Agreement and the releases given in connection therewith, and any other
17 matters related or ancillary to the foregoing.

18 IT IS SO ORDERED, ADJUDGED, AND DECREED.

19
20 DATED: _____

Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT D

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3 Kent L. Bradbury (SBN: 279402)
4 kb@castleemploymentlaw.com
5 **Castle Law: California Employment Counsel**
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8 Telephone: (916) 245-0122

9 Attorneys for Plaintiff Flavio Alcaraz

10 [Additional counsel on next page]

11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA**

13 FLAVIO ALCARAZ, individually and on)
14 behalf of all others similar situated,)
15 Plaintiff,)
16 vs.)
17 STAPLES CONTRACT &)
18 COMMERCIAL LLC, and DOES 1)
19 through 20, inclusive,)
20 Defendants.)
21)
22)
23)
24)
25)
26)
27)
28)

Case No. 2:24-cv-00565-WBS-JDP
(Assigned to the Hon. William B. Shubb)
(Removed from Sacramento County, Case
No. 24CV000724)

**JOINT STIPULATION TO REMAND
ACTION FOR SETTLEMENT
APPROVAL; [PROPOSED] ORDER**

Complaint Filed: January 16, 2024
Action Removed: February 23, 2024

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11 Attorneys for Defendant

12 STAPLES CONTRACT & COMMERCIAL LLC

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1 Plaintiff FLAVIO ALCARAZ ("Plaintiff") and Defendant STAPLES CONTRACT &
2 COMMERCIAL LLC ("Defendant") (collectively, the "Parties"), by and through their counsel of
3 record, hereby stipulate and agree as follows:

4 WHEREAS, on January 16, 2024, Plaintiff filed this action against Defendant in the Superior
5 Court for the State of California, County of Sacramento, where it was assigned Case No. 24CV000724
6 (the "Action");

7 WHEREAS, Defendant removed the Action to the United States District Court for the Eastern
8 District of California on February 23, 2024;

9 WHEREAS, on December 17, 2024, the Parties mediated the Action and were able to reach a
10 settlement; and

11 WHEREAS, in order to seek court approval for the settlement of the Action, Plaintiff wishes
12 to remand the Action to the Sacramento County Superior Court, where it was filed, and Defendant
13 does not object;

14 NOW, THEREFORE, the Parties stipulate and agree that the Court should remand the Action
15 to the Superior Court for the State of California, County of Sacramento, for the purpose of Plaintiff
16 seeking approval of the settlement reached by the Parties in accordance with the terms of the Parties'
17 settlement agreement.
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1 **IT IS SO STIPULATED.**

2
3 Dated: February __, 2025

Castle Law: California Employment Counsel, PC

4
5
6 By: _____
7 Timothy B. Del Castillo
8 Kent L. Bradbury
 Attorneys for Plaintiff FLAVIO ALCARAZ and the
 Class

9 Dated: February __, 2025

DAVIS WRIGHT TREMAINE LLP

10
11 By: _____
12 David P. Zins
13 Attorneys for Defendant
14 STAPLES CONTRACT & COMMERCIAL LLC

15 **ATTESTATION REGARDING E-SIGNATURES**

16 Pursuant to Local Rule 131(e) I hereby attest that I have obtained concurrence in the filing of
17 this document from each signatory whose signature is indicated by a conformed signature (/s/) within
18 this e-filed document.
19

20
21 By: _____
22 Kent L. Bradbury

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[PROPOSED] ORDER

Having considered the Joint Stipulation between the Parties, and good cause appearing therefor, this Court hereby GRANTS the Parties’ request to remand the Action from this Court to the Superior Court for the State of California, County of Sacramento County, where it was originally filed and pending as Case No. 24CV000724. All case dates and deadlines in this Court are hereby vacated.

IT IS SO ORDERED.

Dated: _____

Hon. William B. Shubb
District Judge