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Attorneys for Plaintiffs and the aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

WILLIAM GIRARD, an individual, on behalf
of himself and others similarly situated,

PLAINTIFF,

v.

OFFICE DEPOT, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 19CV351584

[Case Assigned for All Purposes to Hon.
Socrates Manoukian in Dept. 20]

**DECLARATION OF ARI J. STILLER IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF
REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed concurrently with Motion for
Approval of Representative Action
Settlement; [Proposed] Order and Judgment]*

Date: TBD

Time: TBD

Dept.: 20

Complaint Filed: July 18, 2019

FAC Filed: January 6, 2022

Trial Date: None Set

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1. I am an attorney licensed to practice before all of the courts of the State of California. I am a senior associate in the law firm of Kingsley & Kingsley, APC and one of the attorneys of record for Plaintiffs William Girard and Shira Burns in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

3. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the PAGA Settlement and Release (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “1”.

4. On May 14, 2019, Plaintiff William Girard gave timely written notice to Defendant and the LWDA of the facts and theories underlying the present action pursuant to Labor Code section 2699.3.

6. The court granted Plaintiff's motion for leave to amend after the parties failed to reach an agreement on a stipulation.

THE DISCOVERY PROCESS

8. The case was heavily litigated. Prior to mediation, Plaintiff's counsel served several rounds of discovery, filed a motion to compel, obtained the employee list and thousands

of pages of documents, received a sample of store video, and received documents showing Office Depot's store layouts and cut sheets of Office Depot's check stands.

9. Plaintiffs' counsel also subpoenaed documents from Killion Industries, the manufacturer of certain of Office Depot's check stands.

10. Plaintiffs' counsel took multiple PMK depositions, performed site inspections at three of Defendant's California stores, defended the depositions of the named Plaintiffs, and retained an expert to opine on the feasibility of Office Depot offering employees the opportunity to sit while working as cashiers.

11. Prior to mediation, Plaintiff also obtained updated data showing that the number of Aggrieved Employees is no more than 6,515 (including Plaintiffs) and there is a maximum of 165,739 PAGA Pay Periods at issue. Based on these figures, the maximum potential exposure for the PAGA claims for Aggrieved Employees is \$16,573,900 (165,739 PAGA Pay Periods at issue $\times$ \$100 = \$16,573,900).

12. On August 11, 2022, the Parties participated in an all-day mediation presided over by respected wage-and-hour mediator Lisa Klerman, which led to the present settlement.

13. The Parties engaged in good faith, arms-length negotiations concerning possible resolution of Plaintiffs' claims. The Parties were able to reach a tentative settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court.

14. The Parties negotiated the terms and conditions of the Settlement and now present the agreed-upon Settlement to the Court for Approval.

15. Although Defendant denies that it violated any pertinent law, it recognized the risks and attendant costs of litigation, and the Parties were able to reach a tentative settlement subject to finalization of a formal PAGA Settlement Agreement and the approval of the Court. The Parties negotiated the terms and conditions of the Agreement and now present the agreed-upon Settlement to the Court for Approval.

SETTLEMENT

16. Defendant will pay the total sum of \$830,000.00 in full and final settlement of the PAGA claims alleged.

17. Per the Agreement, the amount is allocated as follows:

Gross Settlement Amount:	\$830,000.00
PAGA Counsel Fees Payment (33.33%):	\$276,666.66
PAGA Counsel Litigation Expenses Payment:	\$42,179.02
Administrator Expenses Payment:	\$15,000.00
Named Plaintiff Service Payment:	\$10,000.00
	(with \$5,000 being allocated to each Plaintiff)
PAGA Penalties:	\$486,154.31
	(\$364,615.74 to the LWDA; \$121,538.58 to Aggrieved Employees)

18. Each aggrieved employee shall receive a pro-rata portion of employees' share of PAGA penalties based on the number of Pay Periods worked for Defendant during the PAGA Period.

19. The PAGA Period means the period from May 14, 2018 through October 10, 2022.

20. For settlement purposes, the Aggrieved Employees are defined as all "non-management employees who could have performed or have performed work as a cashier for Office Depot, LLC, in California during the PAGA Period, with the following job titles: 'Sales Advisor,' 'Sales Consultant,' 'Sales Consultant-Print Serv,' 'Service Advisor,' 'Print and Client Services Supervisor,' 'Print Services Supervisor,' 'Sales Advisor M,' 'Product Consultant-Technology,' 'Meal/Break Key Carrier - Tech,' 'Solutions Advisor - Meal Break (FT) - KC,' 'Solutions Advisor,' 'Sr. Sales Consultant - Tech,' 'Sr. Sales Consultant - Furn,' 'Meal/Break Key Carrier - Furn,' 'Meal/Break Key Carrier - SC,' 'Service Consultant (Gen Line) - PR,' 'Retail Sales Conslt- Seasonal,' 'Sales Advisor (Seasonal),' 'Seasonal Retail Sales Conslt,' 'Sales Consultant - Services,' 'Sales Supervisor,' 'Services Sales Supervisor,' 'Solutions Advisor - KC.'"

RISKS AND EVALUATION OF THE SETTLEMENT

21. To help the Court evaluate the fairness of the Settlement, a discussion of the risk evaluation and discount taken follows.

22. Plaintiffs believed that Defendant may persuasively argue that the Court should exercise its discretion under PAGA to significantly reduce any penalties.

1 23. PAGA Counsel anticipated that, at trial, Counsel for Defendant would argue that
2 employees were expected not to be stationary for long periods in the cash register area, and
3 instead to quickly check out customers before moving to different parts of the store.

4 24. If the Court determined that this was the policy, Defendant could argue that it had
5 adopted legally compliant seating policies in which it allowed seating in certain areas and only
6 refused to do so in the cashiering area due to the active nature of work in that location. Even if
7 the Court determined that there is liability, Counsel for Defendant would argue that its good faith
8 belief that seating was not feasible at the check stands should mitigate in favor of significantly
9 reducing any PAGA penalties.

10 25. While Plaintiffs disagree that this analysis is legally correct or persuasive, PAGA
11 Counsel had to consider the foregoing facts and arguments and how they might impact any
12 judgment ultimately awarded to Aggrieved Employees if the Court were persuaded by them.

13 26. In light of all these significant risks and the fact that PAGA gives the Court broad
14 discretion to reduce any penalties ultimately awarded, PAGA Counsel determined that the Gross
15 Settlement Amount of \$830,000.00 was fair and reasonable.

16 **ATTORNEY COMPETENCE**

17 27. Kingsley & Kingsley is very experienced in prosecuting employment litigation,
18 and since 2000 we have focused our practice on complex wage, hour, and working condition
19 violations. My firm is extremely well-versed in class and representative action litigation and has
20 diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class
21 and PAGA counsel for dozens of pending class action lawsuits in Northern, Central, and
22 Southern California. Below is a small but representative sampling of wage and hour class cases
23 handled by my firm:

24 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
25 2002, Hon. Anthony Mohr granted final approval of settlement in the gross
26 amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

27 b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In
28 September 2003, the court granted final approval of Settlement in the gross

amount of \$475,000 and the court approved the attorneys' fee request of 30%.

c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.

d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.

e. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.

f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys' fees request of 33.3%.

h. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of \$4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of 33.33%.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda

Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Pineda, et al. v. Grimmway Enterprises, Inc.*, (No. BCV-15-101333, Kern Super. Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

28. Kingsley & Kingsley, APC filed its first motion for class certification in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for class certification in 17 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).

b. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley co-class counsel).

c. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed

Kingsley & Kingsley class counsel).

d. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16C0214). contested class certification granted in June 2020.

e. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.

f. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.

g. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

29. After factoring in the risks explained above, I believe that the proposed settlement is fair and reasonable. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

THE REQUESTS FOR ATTORNEYS' FEES AND COSTS

30. As detailed fully in the Settlement Agreement, the Settlement provides for Defendant to create a Gross Settlement Amount of \$830,000.00. From that fund, Plaintiff requests an award of attorneys' fees for PAGA Counsel in the amount of \$276,666.66, or 33.33% of the Gross Settlement Amount, and \$42,179.02 in reimbursement for litigation costs.

31. A lodestar cross-check confirms that the percentage requested is reasonable. PAGA Counsel have an aggregate lodestar in the amount of \$202,945.40 which represents 429.2 hours of attorney work on this litigation from its inception through the date of this filing of Plaintiffs' instant Motion.

32. As such, PAGA Counsel is asking for a lodestar multiplier of 1.36. This does not include any future time likely to be incurred for appearing at the hearing on this motion and monitoring the settlement after it is approved.

33. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses as discussed in detail above. Were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute.

1 34. PAGA Counsel are skilled wage and hour practitioners with decades of
2 experience who diligently prepared and litigated this matter as discussed.

3 35. To achieve the ultimate result in this case, my firm had to incur substantial risk
4 and expense, and were precluded from taking other fee generating employment for over 420
5 hours of attorney time.

6 36. This matter had been handled purely on a contingency fee basis and my firm has
7 advanced many thousands of dollars in costs while deferring all payment of fees, with no
8 guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting
9 significant firm resources to prosecution of this matter.

10 37. PAGA Counsel believe this is an exceptional result that has been well received by
11 the Aggrieved Employees.

12 38. In addition to their request for fees, PAGA Counsel further request reimbursement
13 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with
14 this litigation, in the amount of \$42,179.02. To date, Kingsley and Kingsley has incurred
15 \$42,023.02 in costs. We anticipate incurring an additional \$156.00 in costs to file and serve this
16 motion (\$60 filing fee plus \$96 for efilng with courtesy copy). As such, counsel is requesting a
17 cost reimbursement of \$42,179.02.

18 39. All of the requested costs are reasonable in amount and were necessarily incurred
19 by Class Counsel in prosecuting this litigation.

20 40. Expenses in this matter to date include costs for filing fees, research, mediation,
21 employment of an ergonomics expert to evaluate Defendants' stores and prepare a report on the
22 feasibility of providing seating, and additional costs for the prosecution of this case evidenced in
23 the attached costs spreadsheet. All of these costs have been incurred in the course of this
24 litigation, and all costs advanced have already been paid by PAGA Counsel, with the exception
25 of the anticipated cost of filing the present motion.

26 41. Accordingly, the requested reimbursement of the reasonable out-of-pocket
27 expenses advanced and/or incurred is appropriate and justified as part of the overall settlement
28 and the Court should approve the request for reimbursement in the amount of \$42,179.02. This is

1 \$820.98 less than the amount contained in the Settlement Agreement. That extra amount will
2 remain in the net settlement, causing the amount to be distributed to the LWDA and Aggrieved
3 Employees to be slightly higher than what the settlement agreement anticipated. (See Exhibit 1
4 hereto at ¶4.2.4.)

5 **ENHANCEMENT TO PLAINTIFFS**

6 42. The Settlement Agreement calls for an service payment of \$5,000.00 each to the
7 two (2) named Plaintiffs, to be paid from the Gross Settlement Amount.

8 43. The time spent by William Girard and Shira Burns includes identifying competent
9 counsel, providing information to PAGA Counsel regarding their relevant employment
10 experience, compiling documents, conducting several meetings and conferences with PAGA
11 Counsel to discuss the status of the case and the theories of liability, having their depositions
12 taken, and reviewing settlement documents. Plaintiffs have also agreed to a broader release than
13 the Aggrieved Employees and expressly waived the rights provided under California Civil Code
14 section 1542.

15 44. PAGA Counsel considers this to be a fair and reasonable enhancement.

16 45. The enhancement takes into consideration the time, effort, risks, and expense
17 incurred by Plaintiffs in coming forward to litigate this matter on behalf of all Aggrieved
18 Employees. Accordingly, Plaintiffs should be awarded the agreed-upon enhancement of
19 \$5,000.00 each.

20 **EXHIBITS**

21 46. Attached hereto as Exhibit 1 is a true and correct copy of the fully executed
22 PAGA Settlement and Release (“Settlement” or “Settlement Agreement”).

23 47. Attached hereto as Exhibit 2 is a true and correct copy of the proof of submission
24 to the LWDA.

25 48. Attached hereto as Exhibit 3 is a true and correct copy of the cost report showing
26 the out of pocket expenses incurred by my firm in the prosecution of this action.

27 49. Attached hereto as Exhibit 4 is a notice document that the parties agreed will be
28 sent to Aggrieved Employees along with their settlement checks.

1 I declare under penalty of perjury under the laws of the state of California that foregoing
2 is true and correct.

3 This declaration was executed this 31st day of January, 2023, in Tarzana, California.

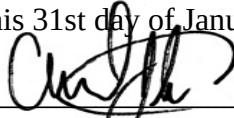
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5 Ari J. Stiller

EXHIBIT "1"

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs William Girard and Shira Burns (“Plaintiffs”) and Defendant Office Depot, LLC (“Office Depot, LLC”). The Agreement refers to Plaintiffs and Office Depot, LLC collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging violations against Office Depot, LLC captioned William Girard v. Office Depot, LLC, Santa Clara Superior Court Case No. 19CV351584, initiated on July 18, 2019.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to and approved by the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means non-management employees who could have performed or have performed work as a cashier for Office Depot, LLC, in California during the PAGA Period, with the following job titles: “Sales Advisor,” “Sales Consultant,” “Sales Consultant-Print Serv,” “Service Advisor,” “Print and Client Services Supervisor,” “Print Services Supervisor,” “Sales Advisor M,” “Product Consultant-Technology,” “Meal/Break Key Carrier – Tech,” “Solutions Advisor - Meal Break (FT) – KC,” “Solutions Advisor,” “Sr. Sales Consultant – Tech,” “Sr. Sales Consultant – Furn,” “Meal/Break Key Carrier – Furn,” “Meal/Break Key Carrier – SC,” “Service Consultant (Gen Line) – PR,” “Retail Sales Conslt – Seasonal,” “Sales Advisor (Seasonal),” “Seasonal Retail Sales Conslt,” “Sales Consultant – Services,” “Sales Supervisor,” “Services Sales Supervisor,” “Solutions Advisor – KC.”
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Office Depot, LLC’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Aggrieved Employee Service Payment” means the payment to the named Plaintiffs for initiating this Action and providing services in support of it.

- 1.8. "Court" means the Superior Court of California, County of Santa Clara.
- 1.9. "Defense Counsel" means Morgan, Lewis & Bockius LLP.
- 1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.
- 1.11. "Gross Settlement Amount" means \$830,000.00 which is the total amount Office Depot, LLC shall pay to fully settle, resolve, and extinguish Released PAGA Claims and the Action to the fullest extent of the law, except as provided in Paragraph 9 below. Defendant will not pay more than the Gross Settlement Amount, which is an "all in" amount that includes, without limitation, all settlement administration costs, all attorneys' fees and costs, and all PAGA penalties, including the payment of Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Kingsley & Kingsley, APC, the attorneys representing the Plaintiffs in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, subject to the approval of the Court.

- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee performed work for Office Depot, LLC as a cashier for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from May 14, 2018 to October 10, 2022.
- 1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. "PAGA Notice" means Plaintiffs' May 14, 2019 and May 27, 2021 letters to Office Depot, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$485,333.33), allocated 25% to the Aggrieved Employees (\$121,333.33) and the 75% to LWDA (\$364,000.00) in settlement of PAGA claims.
- 1.24. "Plaintiffs" means William Girard and Shira Burns, the named Plaintiffs in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means any and all claims for civil penalties that have been or could have been asserted by Plaintiffs, any Aggrieved Employee, or the State of California against any Released Party based on the facts stated in Plaintiffs' Complaint, Plaintiffs' First Amended Complaint, or in Plaintiffs' PAGA Notices (and any other notices to the LWDA) including but not limited to all claims for seating-related provisions of California's Wage Orders. The time period governing the PAGA Released Claims shall be any time during the PAGA Period.
- 1.27. "Released Parties" means: Office Depot, LLC and each of its former and present employees, agents, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, indirect subsidiaries, parent companies, indirect parent companies, related entities, affiliates, and companies or entities for whom Office Depot provides services (directly or indirectly) pursuant to a contract.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Defendant" means named Defendant Office Depot, LLC.

2. SETTLEMENT OF DISPUTED CLAIMS

- 2.1. This Agreement and all associated exhibit(s) or attachment(s) are made for the purpose of settling the PAGA Claims in the Action. Because the Action is being settled under PAGA, the Court "shall review and approve any settlement of any civil action filed pursuant to [Labor Code §§ 2698 et seq.]." Cal. Lab. Code § 2699(1)(2). Accordingly, the Parties

enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter the Approval Order and Judgment and/or the Approval Date does not occur, this Agreement shall be deemed null and void ab initio, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Agreement shall remain subject to the provisions of California Evidence Code section 1152 and any other analogous rules of evidence that are applicable. In the event this Agreement is deemed null and void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge Plaintiffs' PAGA Claims and Plaintiffs' allegations in the Action and LWDA Letter upon all procedural, merit, and factual grounds, including, without limitation, the ability to challenge representative treatment on any grounds, assert any and all other privileges and potential defenses.

- 2.2. Because this is not a settlement of a class action but rather is a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out at any time from being bound by the PAGA Released Claims if the Approval Order is made.

3. RECITALS.

- 3.1. On July 18, 2019, Plaintiff William Girard commenced this Action by filing a Complaint alleging a cause of action against Office Depot, LLC for penalties pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 1198 and 1199 and California's suitable seating law. On January 6, 2022, Plaintiffs filed a First Amended Complaint adding Plaintiff Shira Burns as a named Plaintiff. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.").
- 3.2. Defendant denies all allegations in the Action and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind as to the Aggrieved Employees.
- 3.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Office Depot, LLC and the LWDA by sending the PAGA Notice.
- 3.4. On August 11, 2022, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Agreement to settle the Action.
- 3.5. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, the employee list and sample of store video, documents showing Office Depot's store layouts, cut sheets of Office Depot's check stands, and documents obtained by subpoena from Killion Industries, the manufacturer of certain Defendants' check stands. Plaintiff also conducted site inspections with an expert at three of Defendant's California Stores.
- 3.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by this Settlement.

4. MONETARY TERMS.

- 4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Office Depot, LLC promises to pay \$830,000 and no more as the Gross Settlement Amount. Office Depot, LLC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Office Depot, LLC
- 4.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court:
 - 4.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$276,666.66 and PAGA Counsel Litigation Expenses Payment of not more than \$43,000.00. Office Depot, LLC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Office Depot, LLC harmless, and indemnifies Office Depot, LLC, from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 4.2.2. To the Administrator: Administrator Expenses Payment is not to exceed \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
 - 4.2.3. To Named Plaintiffs: Service Payment to the Plaintiffs of not more than \$5,000.00 each, in addition to any Individual PAGA Payment the Class Representative. Defendant will not oppose Plaintiff's request for a service payment that does not exceed this amount. To the extent the Court approves Aggrieved Employee Service Payments less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
 - 4.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$485,333.33 to be paid from the Gross Settlement Amount, with 75% (\$364,000.00)

allocated to the LWDA PAGA Payment and 25% (\$121,333.33) allocated to the Individual PAGA Payments.

4.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$121,333.33) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Office Depot, LLC estimates there are 6,515 Aggrieved Employees who worked a total 165,739 PAGA Pay Periods.

5.2. Aggrieved Employee Data. Within 28 days after the Effective Date, Office Depot, LLC will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Office Depot, LLC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Office Depot, LLC must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

5.3. Funding of Gross Settlement Amount. Office Depot, LLC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 28 days after the Effective Date. Transfer of the Gross Settlement Amount fully satisfies Office Depot, LLC's obligations under this Agreement regardless of whether the Administrator satisfies its obligations.

5.4. Payments from the Gross Settlement Amount. Within 14 days after Office Depot, LLC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses

Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 5.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 5.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the PAGA Settlement Employee involved, and will then perform a single re-mailing. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 5.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 5.4.4. The payment of Individual PAGA Payments shall not obligate Office Depot, LLC to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 6. RELEASES OF CLAIMS.** Effective on the date when Office Depot, LLC fully funds the entire Gross Settlement Amount, Plaintiffs, in their capacity as a private attorney general "aggrieved employees" acting on behalf of themselves and as a proxies or agents of the LWDA and State of California, will release claims against all Released Parties as follows:
- 6.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to

enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Upon approval of this Agreement, Plaintiffs, the LWDA, the State of California, and any other alleged aggrieved employee or other person acting or purporting to act on behalf of or as a proxy of the LWDA and/or the State shall be barred from asserting any of the Released PAGA Claims in any pending or future litigation, arbitration, or other court or administrative proceeding. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars or limits any action or proceeding asserting or seeking to assert any of the Released PAGA Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiffs cash their Individual PAGA Payment checks.

- 6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 6.2 Release by Aggrieved Employees: For and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiffs and the Aggrieved Employees, on behalf of themselves, and their heirs, successors, assigns, attorneys and agents, hereby release and forever discharge the Released Parties from any and all Released PAGA Claims. Upon approval of this Agreement, Plaintiffs, the LWDA, the State of California, and any other alleged aggrieved employee or other person acting or purporting to act on behalf of or as a proxy of the LWDA and/or the State shall be barred from asserting any of the Released PAGA Claims in any pending or future litigation, arbitration, or other court or administrative proceeding. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars or limits any action or proceeding asserting or seeking to assert any of the Released PAGA Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether any Aggrieved Employee cash their Individual PAGA Payment checks.
- 6.3 Release by Plaintiffs on Behalf of the LWDA (and State of California): In their capacities as a private attorneys general "aggrieved employees" acting on behalf of themselves and as proxy or agent of the LWDA and State of California, Plaintiffs agree to release

Defendant and the Released Parties, from any and all Released PAGA Claims against the Released Parties. Upon approval of this Agreement, Plaintiffs, the LWDA, the State of California, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State shall be barred from asserting any of the Released PAGA Claims in any future litigation, arbitration, or other legal forum. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars or limits any pending or later-filed action asserting any of the Released PAGA Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Group members cash their Individual PAGA Payment checks

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff's counsel will prepare and file a motion for approval of this Settlement.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this

Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, LLC to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Office Depot, LLC estimates that, as of the date of this Settlement Agreement, there are 6,515 Aggrieved Employees who worked a total 165,739 PAGA Pay Periods during the PAGA Period.

- 9.1 As detailed in Paragraph 5.2 above, upon receipt of the Aggrieved Employee Data, the Administrator shall confirm to PAGA Counsel that the data is consistent with the terms of this Agreement. To the extent the number of Pay Periods at issue increases beyond 165,739 by more than 5%, Defendant shall have the option to increase the Gross Settlement Amount by a proportionate amount, or elect to cap the PAGA Pay Periods at 165,739 plus 5% (or up to 174,026 – with no additional increase in the Gross Settlement Amount) and the release will end on the date the PAGA Pay Periods exceed 165,739 plus 5% (or up to 174,026).

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Office Depot, LLC that any of the allegations in the Operative Complaint have merit or that Office Depot, LLC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Office Depot, LLC's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Office Depot, LLC reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Office Depot, LLC's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 No Press. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release or announcement of any kind related in any way to the settlement of the Action. Plaintiffs and Plaintiffs' Counsel agree that, prior to filing the motion for approval of the Agreement, they will keep the terms of the Agreement confidential except for purposes of communication with Plaintiffs only. Plaintiffs understand that the Agreement is confidential and shall keep the Agreement confidential. After the Approval Date, Plaintiffs and Plaintiffs' Counsel may: (1) as required by law, (2) as required under the terms of the Agreement, or (3) as required under Plaintiffs' Counsel's duties and responsibilities as counsel for the Aggrieved Employees, comment regarding the specific terms of the Agreement. In all other cases, Plaintiffs and Plaintiffs' Counsel agree to limit their statements regarding the terms of the Agreement, whether oral, written, or electronic, to say the Action has been resolved and that Plaintiffs and Plaintiffs' Counsel are satisfied with the terms of the Agreement, except that Plaintiffs' Counsel is expressly permitted to reference the public terms of the Action and the Agreement on their CVs or otherwise in connection with their credentials. Nothing in this paragraph is intended to interfere with Plaintiffs' Counsel's duties and obligations to faithfully discharge their duties as counsel for Plaintiffs and other Aggrieved Employees, including but not limited to, communicating with Aggrieved Employees regarding the Agreement, and nothing shall prohibit Plaintiffs' Counsel from referring to the settlement in adequacy of counsel declarations or related court filings. The Parties agree that this Paragraph is a material inducement to entering into this Agreement. Nothing in this Agreement shall limit Plaintiffs' and other Aggrieved Employees' right to communicate with their spouses, legal counsel, personal certified accountant, financial adviser, or any other financial consultant, or as required or compelled by legal authority before or after the motion for approval is filed with the Court. Nothing in this provision shall prevent Defendant from making any required corporate or regulatory disclosures.

11.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement

between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 11.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Office Depot, LLC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.7 No Related Cases. Both Defendant and Plaintiff confirm that there are no currently pending class or representative claims against it for the violations subject to the releases contained in this agreement.
- 11.8 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleykingsley.com
ARI J. STILLER, Esq. (SBN 294676)
ari@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Office Depot, LLC:

MORGAN, LEWIS & BOCKIUS LLP
Barbara J. Miller
barbara.miller@morganlewis.com
Kevin J. Bohm
kevin.bohm@morganlewis.com
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653

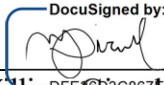
MORGAN, LEWIS & BOCKIUS LLP
Sheryl K. Horwitz
sheryl.horwtiz@morganlewis.com
300 South Grand Avenue Twenty-Second Floor
Los Angeles, CA 90071-3132

11.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 11.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 11.17 Nullification of Agreement. In the event that the Court does not approve the Agreement and enter Judgment as provided herein, then this Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.
- 11.18 Acknowledgments that the Settlement is Fair, Adequate, and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action. The Parties have arrived at this Agreement after arm's-length negotiations by experienced counsel after lengthy litigation. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement.
- 11.19 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Agreement valid and enforceable.
- 11.20 Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.
- 11.21 Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Agreement, Plaintiffs and Defendant hereby waive any and all rights to appeal in connection with the Judgment, with the exception that Plaintiffs and/or Plaintiffs' Counsel may appeal any order denying or reducing their requested Attorneys' Fees and Costs.
- 11.22 Complete Agreement. The Parties each acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and constrains all terms and conditions pertaining to the compromise and settlement of the claims. This Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing PAGA Settlement Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Date: 12/15, 2022

By: 
William Girard, Plaintiff

Date: _____, 2022

By: _____
Shira Burns, Plaintiff

OFFICE DEPOT, LLC

Date: _____, 2022

By: _____

Its: _____

Approved as to form only:

KINGSLEY & KINGSLEY, APC

Date: _____, 2022

By: _____
Eric B. Kingsley
Ari J. Stiller
Attorneys for Plaintiffs William Girard and Shira Burns

MORGAN, LEWIS & BOCKIUS LLP

Date: _____, 2022

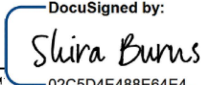
By: _____
Barbara Miller
Attorneys for Defendant Office Depot, LLC

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing PAGA Settlement Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Date: _____, 2022

By: _____
William Girard, Plaintiff

Date: dec 17, 2022

By: _____

Shira Burns, Plaintiff

OFFICE DEPOT, LLC

Date: _____, 2022

By: _____

Its: _____

Approved as to form only:

KINGSLEY & KINGSLEY, APC

Date: December 19, 2022

By: _____

Eric B. Kingsley
Ari J. Stiller
Attorneys for Plaintiffs William Girard and Shira Burns

MORGAN, LEWIS & BOCKIUS LLP

Date: _____, 2022

By: _____
Barbara Miller
Attorneys for Defendant Office Depot, LLC

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing PAGA Settlement Agreement, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Date: _____, 2022

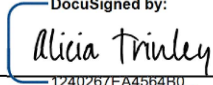
By: _____
William Girard, Plaintiff

Date: _____, 2022

By: _____
Shira Burns, Plaintiff

OFFICE DEPOT, LLC

Date: 1/3/2023, 2022

By:  _____
Its: VP, Associate General Counsel

Approved as to form only:

KINGSLEY & KINGSLEY, APC

Date: _____, 2022

By: _____
Eric B. Kingsley
Ari J. Stiller
Attorneys for Plaintiffs William Girard and Shira Burns

MORGAN, LEWIS & BOCKIUS LLP

Date: January 4, 2023, ~~2022~~

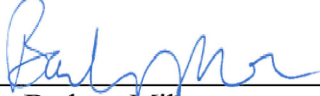
By:  _____
Barbara Miller
Attorneys for Defendant Office Depot, LLC

EXHIBIT "2"
(PROOF OF SUBMISSION TO THE LWDA)

EXHIBIT "3"

Office Depot, Inc. adv. Girard, William

William Girard • [REDACTED] • [REDACTED]

Historic Cost

		\$42,023.02
Postage Cost		\$13.92
Created: 5/27/2021 at 2:16 PM		
Trialworks TaskCode May Postage		
		\$75.00
Trialworks TaskCode Filing Fee		Payee Labor and Work Force Development Agency
Date Incurred 5/14/2019		
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Date Incurred 7/25/2019		Description OLINV#02099265 Office Depot (7.25.19)
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Trialworks TaskCode

COSTS

Date Incurred

8/7/2019

Payee

Alameda online

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Trialworks TaskCode

COSTS

Date Incurred

8/20/2019

Payee

On-call

Description

OCINV#129447 (Office Depot) 8.20.19

\$5.75

Trialworks TaskCode

copies

Date Incurred

10/1/2019

Payee

Paper Cut

Description

period of 9/1/19-9/30/19

\$15.67

Trialworks TaskCode

Filing Fee

Date Incurred

10/14/2019

Payee

One Legal

Description

OLINV#02258400 Office Depot (10.14.19)

\$94.00

Trialworks TaskCode

COSTS

Payee

CourtCall

Date Incurred

10/29/2019

Description

HD: 10.30.19

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Trialworks TaskCode

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Paper Cut

Date Incurred

11/19/2019

Description

billing period of 10/1/19-10/31/19

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Date Incurred

1/6/2020

\$15.67

Trialworks TaskCode

Filing Fee

Payee

One Legal

Date Incurred

1/23/2020

Description

OLINV#02456409 Office Depot (1.23.20)

\$15.67

Trialworks TaskCode

Filing Fee

Date Incurred

1/24/2020

Payee

One Legal

Description

OLINV#02458921 Office Depot (1.24.20)

\$36.50

Trialworks TaskCode

Filing Fee

Date Incurred

1/30/2020

Payee

One Legal

Description

OLINV#02472527 OD (1.30.20)

\$36.41

Trialworks TaskCode

Filing Fee

Date Incurred

2/6/2020

Payee

One Legal

Description

OLINV#02486756 OD (2.6.20)

\$37.25

Trialworks TaskCode

Filing Fee

Date Incurred

2/7/2020

Payee

One Legal

Description

OLINV#02491481 OD (2.7.20)

\$94.00

Trialworks TaskCode

COSTS

Payee

CourtCall

Date Incurred

2/11/2020

Description

HD: 2.12.20

\$37.50**Trialworks TaskCode**

Filing Fee

Payee

One Legal

Date Incurred

2/14/2020

Description

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\$15.67**Trialworks TaskCode**

Filing Fee

Payee

One Legal

Date Incurred

2/20/2020

Description

OLINV#02512972 OD (2.20.20)

\$6.20**Trialworks TaskCode**

postage

Payee

Postage

Date Incurred

2/27/2020

Description

February Postage

\$158.96

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research

Payee

Thomson Reuters

Date Incurred

2/27/2020

Description

billing period of: 1/1/20-1/31/20

\$91.00**Trialworks TaskCode**

copies

Payee

Paper Cut

Date Incurred

2/28/2020

Description

billing period of 1/1/20-1/31/20

\$515.96**Trialworks TaskCode**

COSTS

Payee

Southwest Airlines

Date Incurred

3/11/2020

Description

DK attending Depo

\$112.00**Trialworks TaskCode**

COSTS

Payee

On-call

Date Incurred

3/13/2020

Description

OCINV#158227 OD (3.13.20)

\$97.25

Trialworks TaskCode

COSTS

Payee

On-call

Date Incurred

3/13/2020

Description

OCINV#158025 OD (3.13.20)

\$10.00

Trialworks TaskCode

copies

Payee

Paper Cut

Date Incurred

4/1/2020

Description

billing period of 3/1/20-3/31/20

\$2.34

Trialworks TaskCode

research

Payee

Thomson Reuters

Date Incurred

4/1/2020

Description

billing period of 2/1/20-2/29/20

\$54.71

Trialworks TaskCode

Filing Fee

Payee

On Call

Date Incurred

4/15/2020

Description

OCINV#C104456-0101 OD (4.15.20) paid wCC

\$8.88

Trialworks TaskCode

COSTS

Date Incurred

6/15/2020

Payee

IC Connect

Description

EBK paid

\$18.67

Trialworks TaskCode

Filing Fee

Date Incurred

7/6/2020

Payee

One Legal

Description

OLINV#02694795 OD 7.6.20

\$36.00

Trialworks TaskCode

Filing Fee

Date Incurred

7/7/2020

Payee

One Legal

Description

OLINV#02699344 OD 7.7.20

\$624.15

Trialworks TaskCode

COSTS

Date Incurred

9/22/2020

Payee

Centext Legal Services

Description

INV No. 197258

\$19.53

Trialworks TaskCode

research

Payee

Thomson Reuters

Date Incurred

10/7/2020

Description

billing period of August 2020

\$1,000.00

Trialworks TaskCode

COSTS

Payee

Cynthia Burt

Date Incurred

10/8/2020

Description

Expert

Filing Fee

\$36.00

*Created: 10/28/2020 at 1:00 PM***Trialworks TaskCode**

One Legal Filing

Description

OLINV#02890969 Office Depot 10.14.20

Date Incurred

10/14/2020

Docs OLINV#02890969 Office Depot 10.14.20.pdf**Filing Fee**

\$19.67

*Created: 10/28/2020 at 1:03 PM***Trialworks TaskCode**

One Legal Filing

Payee

One Legal

Date Incurred

10/15/2020

Description

OLINV#02893181 OD 10.15.20

Court Cost

\$94.00*Created: 11/12/2020 at 12:00 PM***Trialworks TaskCode**

Courtcall

Description

hearing

Date Incurred

11/20/2020

Notes

HD: 10/21/20

Payee

Courtcall

Court Cost

\$10.16*Created: 12/1/2020 at 3:51 PM***Trialworks TaskCode**

Doc retrieval fee

Payee

Orange County Court-online

Date Incurred

12/1/2020

Description

Orange Doc retrieval fee

Research Cost

\$1,315.10*Created: 1/5/2021 at 12:37 PM***Trialworks TaskCode**

Research

DescriptionBurt Invoice 1114- Kingsley - Office Depot 1.5.21
paid check 14806**Date Incurred**

1/5/2021

Docs Burt Invoice 1114- Kingsley - Office Depot
1.5.21 paid.pdf**Payee**

Cynthia M. Burt, MS. OTR

Research Cost

\$6,875.00*Created: 1/5/2021 at 12:39 PM***Trialworks TaskCode**

Research

Date Incurred

1/5/2021

Payee

Cynthia M. Burt, MS. OTR

Description

Burt INV 1115 OD paid 1.5.21 check 14806

Docs Burt INV 1115 OD paid 1.5.21.pdf

Research Cost

\$4,250.00*Created: 3/9/2021 at 3:14 PM***Trialworks TaskCode**

Costs

Date Incurred

3/9/2021

Payee

costs

Description

Burt Invoice -Office Depot 2-21 (paid 3.9.21)

Docs Burt Invoice -Office Depot 2-21 (paid 3.9.21).pdf

Deposition Cost

\$1,426.65*Created: 4/6/2021 at 9:17 AM*

Trialworks TaskCode

Court Reporter

Date Incurred

4/5/2021

Payee

Huseby Global Litigation

Description

Huseby Inv#664598 OD paid 4.5.21

Docs Huseby Inv#664598 OD paid 4.5.21.pdf**Court Reporter Cost****\$877.70***Created: 4/9/2021 at 10:43 AM***Trialworks TaskCode**

Court Reporter

Date Incurred

4/6/2021

Payee

Huseby Global Litigation

Description

Huseby INV# 664352 for Original Transcript of David Allen Minch III (3.30.21)- Office Depot PAID 4.6.21

Docs Huseby INV# 664352 for Original Transcript of David Allen Minch III (3.30.21)- Office Depot PAID 4.6.21.pdf**Court Cost****\$94.00***Created: 5/6/2021 at 4:26 PM***Trialworks TaskCode**

Costs

Date Incurred

4/7/2021

Payee

Courtcall

Description

Courtcall

Notes

HD: 4/6/21

Filing Fee

\$75.00*Created: 5/27/2021 at 2:57 PM***Trialworks TaskCode**

filing fee

Date Incurred

5/27/2021

Payee

LWDA

Description

SHIRA BURNS v. OFFICE DEPOT, INC. LWDA filing fee 5.27.21

Docs SHIRA BURNS v. OFFICE DEPOT INC. LWDA filing fee 5.27.21.pdf

Court Cost

\$94.00*Created: 7/20/2021 at 12:20 PM***Trialworks TaskCode**

Costs

Date Incurred

6/16/2021

Payee

Courtcall

Description

Courtcall

Notes

HD: 6/15/21

Filing Fee

\$39.64*Created: 6/29/2021 at 2:52 PM*

Trialworks TaskCode

Filing Fee

Date Incurred

6/28/2021

Payee

One Legal

Description

OLINV#03319269 OD 5.28.21

Docs OLINV#03319269 OD 5.28.21.pdf**Filing Fee****\$23.39***Created: 8/3/2021 at 1:08 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

6/29/2021

Payee

One Legal

Description

OLINV#03378977 OD 6.29.21

Docs OLINV#03378977 OD 6.29.21.pdf**Deposition Cost****\$1,849.78***Created: 6/30/2021 at 8:28 AM***Trialworks TaskCode**

Costs

Date Incurred

6/30/2021

Payee

Huseby Global Litigation

Description

HusebyINV#679649 OD Jones.pdf

Docs HusebyINV#679649 OD Jones.pdf

Court Reporter Cost

\$1,084.73*Created: 8/4/2021 at 11:46 AM***Trialworks TaskCode**

Costs

Date Incurred

8/4/2021

Payee

Huseby Global Litigation

Description

Huseby INV#678305 OD paid 8.4.21

Docs Huseby INV#678305 OD paid 8.4.21.pdf

Filing Fee

\$50.45*Created: 9/8/2021 at 12:27 PM***Trialworks TaskCode**

filing fee

Date Incurred

8/11/2021

Payee

One Legal

Description

OLINV#03469689 OD 8.11.21

Docs OLINV#03469689 OD 8.11.21.pdf

Filing Fee

\$66.92*Created: 9/8/2021 at 1:24 PM*

Trialworks TaskCode

filing fee

Date Incurred

8/20/2021

Payee

One Legal

Description

OLINV#03489571 OF 8.20.21

Docs OLINV#03489571 OF 8.20.21.pdf**Filing Fee****\$86.27***Created: 9/23/2021 at 1:05 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

9/23/2021

Payee

One Legal

Description

OLINV#03554779 OD 9.23.21

Docs OLINV#03554779 OD 9.23.21.pdf**Filing Fee****\$87.30***Created: 9/23/2021 at 1:07 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

9/23/2021

Payee

One Legal

Description

OLINV#03554781 OD 9.23.21

Docs OLINV#03554781 OD 9.23.21.pdf

Filing Fee

\$23.39*Created: 10/14/2021 at 1:14 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

10/8/2021

Payee

One Legal

Description

OLINV#03587169 OD 10.8.21

Docs OLINV#03587169 OD 10.8.21.pdf

Filing Fee

\$39.89*Created: 10/14/2021 at 1:18 PM***Trialworks TaskCode**

Filing Fee

Date Incurred

10/8/2021

Payee

One Legal

Description

OLINV#03589598 OD 10.8.21

Docs OLINV#03589598 OD 10.8.21.pdf

Research Cost

\$90.66*Created: 10/22/2021 at 10:47 AM***Trialworks TaskCode**

Research

Date Incurred

10/22/2021

Payee

Thomson Reuters

Description

billing period of 7/1/21-7/31/21

Research Cost

\$460.08*Created: 10/22/2021 at 1:50 PM***Trialworks TaskCode**

Research

Payee

Thomson Reuters

Date Incurred

10/22/2021

Description

billing period of 8/1/21-8/31/21

Court Cost

\$94.00*Created: 11/3/2021 at 1:59 PM***Trialworks TaskCode**

Costs

Description

Courtcall

Date Incurred

10/28/2021

Notes

HD:10/27/21

Payee

Courtcall

Filing Fee

\$76.18*Created: 12/2/2021 at 3:27 PM***Trialworks TaskCode**

Filing Fee

Description

OLINV#03649529 OD 11.5.21

Date Incurred

11/5/2021

Docs OLINV#03649529 OD 11.5.21.pdf**Payee**

One Legal

Research Cost

\$75.79*Created: 11/18/2021 at 9:18 AM***Trialworks TaskCode**

Costs

Payee

Thomson Reuters

Date Incurred

11/18/2021

Description

billing period of 9/1/21-9/30/21

Filing Fee

\$24.42*Created: 12/15/2021 at 1:48 PM***Trialworks TaskCode**

Filing Fee

Payee

One Legal

Date Incurred

11/22/2021

Docs OLINV#03681757 OD 11.24.21.pdf

Filing Fee

\$41.44*Created: 12/15/2021 at 2:40 PM***Trialworks TaskCode**

Filing Fee

Description

OLINV#03682440 OD 11.22.21

Date Incurred

11/22/2021

Docs OLINV#03682440 OD 11.22.21.pdf**Payee**

One Legal

Filing Fee

\$86.27*Created: 12/16/2021 at 11:40 AM***Trialworks TaskCode**

Filing Fee

Date Incurred

12/1/2021

Payee

One Legal

Description

OLINV#03697229 OD 12.1.21

Docs OLINV#03697229 OD 12.1.21.pdf

Research Cost

\$939.84*Created: 12/14/2021 at 1:08 PM***Trialworks TaskCode**

Research

Date Incurred

12/14/2021

Payee

Thomson Reuters

Description

billing period of 10/1/21-10/31/21

Research Cost

\$38.62*Created: 12/15/2021 at 12:42 PM***Trialworks TaskCode**

Research

Date Incurred

12/15/2021

Payee

Thomson Reuters

Description

billing period of 11/1/21-11/30/21

Filing Fee

\$23.39*Created: 12/29/2021 at 11:50 AM***Trialworks TaskCode**

Filing Fee

Date Incurred

12/29/2021

Payee

One Legal

Description

OLINV#03753251 OD 12.29.21

Docs OLINV#03753251 OD 12.29.21.pdf

Filing Fee

\$41.44*Created: 1/6/2022 at 11:28 AM***Trialworks TaskCode**

filing fee

Date Incurred

12/29/2021

Payee

One Legal

Description

OLINV#03754915 OD 12.29.21

Docs OLINV#03754915 OD 12.29.21.pdf

Filing Fee

\$21.33*Created: 1/13/2022 at 12:43 PM***Trialworks TaskCode**

filing fee

Date Incurred

1/7/2022

Payee

One Legal

Description

OLINV#03771452 OD 1.7.22

Filing Fee

\$43.50*Created: 1/13/2022 at 1:15 PM***Trialworks TaskCode**

filing fee

Date Incurred

1/7/2022

Payee

One Legal

Description

OLINV#03772668 OD 1.7.22

Docs OLINV#03772668 OD 1.7.22.pdf

Filing Fee

\$40.41*Created: 1/14/2022 at 9:09 AM***Trialworks TaskCode**

filing fee

Date Incurred

1/11/2022

Payee

One Legal

Description

OLINV#03779440 OD 1.11.22

Docs OLINV#03779440 OD 1.11.22.pdf

Filing Fee

\$24.42*Created: 1/14/2022 at 12:11 PM***Trialworks TaskCode**

filing fee

Date Incurred

1/13/2022

Payee

One Legal

Description

OLINV#03783564 OD 1.13.22

Filing Fee		\$39.38
Created: 2/11/2022 at 2:06 PM		
Trialworks TaskCode filing fee Date Incurred 2/4/2022 Payee One Legal		Description OLINV#03838641 OD 2.4.22 Docs  OLINV#03838641 OD 2.4.22.pdf

Filing Fee		\$24.42
Created: 3/10/2022 at 2:33 PM		
Trialworks TaskCode filing fee Date Incurred 2/28/2022 Payee One Legal		Description OLINV#03887446 OD 2.28.22 Docs  OLINV#03887446 OD 2.28.22.pdf

Mediation Cost		\$8,000.00
Created: 4/11/2022 at 10:04 AM		

Trialworks TaskCode

costs

Date Incurred

4/11/2022

Payee

Lisa Klerman

DescriptionKlerman INV re Girard v. Office Depot (mediation)
paid 4.11.22**Docs** Klerman INV re Girard v. Office Depot (mediation) paid 4.11.22.pdf**Filing Fee****\$42.72***Created: 4/13/2022 at 12:04 PM***Trialworks TaskCode**

filing fee

Date Incurred

4/11/2022

Payee

One Legal

Description

OLINV#03991898 OD 4.11.22

Docs OLINV#03991898 OD 4.11.22.pdf**Filing Fee****\$18.02***Created: 4/14/2022 at 11:26 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/13/2022

Payee

One Legal

Description

OLINV#03998033 OD 4.13.22

Docs OLINV#03998033 OD 4.13.22.pdf

Filing Fee

\$44.58*Created: 4/14/2022 at 11:55 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/14/2022

Payee

One Legal

Description

OLINV#04000034 OD 4.14.22

Docs OLINV#04000034 OD 4.14.22.pdf

Postage Cost

\$5.80*Created: 4/15/2022 at 4:42 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

4/15/2022

Payee

DocuSign

Description

Notice of Mediation - William Girard

Postage Cost

\$5.80*Created: 4/18/2022 at 9:29 AM***Trialworks TaskCode**

Postage Cost

Date Incurred

4/15/2022

Payee

DocuSign

Description

Notice of Mediation - Shira Burns

Filing Fee

\$43.24*Created: 4/21/2022 at 11:58 AM***Trialworks TaskCode**

filing fee

Date Incurred

4/15/2022

Payee

One Legal

Description

OLINV#04005859 OD 4.15.22

Docs OLINV#04005859 OD 4.15.22.pdf

Postage Cost

\$5.80*Created: 4/25/2022 at 4:33 PM***Trialworks TaskCode**

Postage Cost

Date Incurred

4/25/2022

Payee

DocuSign

Court Reporter Cost

\$392.50*Created: 5/9/2022 at 9:35 AM***Trialworks TaskCode**

costs

Date Incurred

5/9/2022

Payee

Litigation Services

DescriptionLitigation Services Invoice No 1540469 OD paid
5.9.22**Docs** Litigation Services Invoice No 1540469 OD
paid 5.9.22.pdf

Research Cost		\$247.75
Created: 9/29/2022 at 12:55 PM		
Trialworks TaskCode		Payee
costs		Thomson Reuters
Date Incurred		Description
7/1/2022		billing period of 7/1/22-7/29/22

Postage Cost		\$5.80
Created: 8/10/2022 at 10:59 AM		
Trialworks TaskCode		Payee
Postage Cost		DocuSign
Date Incurred		
8/10/2022		

Filing Fee		\$24.93
Created: 9/1/2022 at 11:12 AM		
Trialworks TaskCode		Description

EXHIBIT "4"

<<DATE>>
<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Girard et al. v. Office Depot, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of a lawsuit entitled *Girard et al. v. Office Depot, LLC*, Santa Clara County Superior Court Case No. 19CV351584 (the “Action”).

Plaintiffs filed this action against Office Depot, LLC (“Office Depot”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* (“PAGA”). The claim was brought by two former Office Depot employees on behalf of the State of California and all allegedly “aggrieved employees” of Office Depot. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiffs in the Action claimed that Office Depot owed penalties for alleged violations of the California Labor Code related to suitable seating at the cashiering area in Office Depot’s California stores between May 14, 2018 to October 10, 2022 (the “PAGA Period”). The lawsuit sought civil penalties consisting of statutorily authorized amounts awarded on a per-employee, per-pay-period basis. Office Depot denies that it did anything unlawful and believes that it fully complied with all applicable regulations.

Because of uncertainty and the expense of lawsuits, Office Depot and Plaintiffs reached an agreement to settle all PAGA penalty claims, which includes payments for attorneys’ fees and costs, administration expenses, and a payment to the state. The Court has not ruled on the merits of the lawsuit but it has approved the settlement. A portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion goes to the current and former employees who worked in covered positions during the PAGA period.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You have 180 days from the date of this notice to cash the attached settlement check. If you do not cash your check in this time, the money will be transferred to the State of California Unclaimed Property Fund, from which you may recover the money.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very truly yours,

[Administrator]

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On January 31, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF ARI J. STILLER IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

MORGAN, LEWIS & BOCKIUS LLP

Barbara J. Miller
Kevin J. Bohm
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653
barbara.miller@morganlewis.com
kevin.bohm@morganlewis.com

MORGAN, LEWIS & BOCKIUS LLP

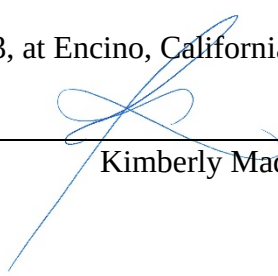
Sheryl K. Horwitz
300 South Grand Avenue Twenty-Second Floor
Los Angeles, CA 90071-3132
sheryl.horwtiz@morganlewis.com

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 31, 2023, at Encino, California.



Kimberly Madrid