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9

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12 WESTERN DIVISION
13

14 JUAN CARLOS CORRAL,
individually and on behalf of all
15 similarly situated and/or aggrieved
employees of Defendants in the State
16 of California,

17 Plaintiff,

18 v.

19 STAPLES THE OFFICE
SUPERSTORE LLC, a limited liability
20 company authorized to do business in
the state of California, and DOES 1
21 through 50 inclusive,

22 Defendants.
23

Case No. 2:22-cv-01254-MCS (PVCx)
(Assigned to Honorable Mark C. Scarsi)

**STIPULATION OF
SETTLEMENT AND RELEASE**

CLASS ACTION

Complaint Filed: November 12, 2021

(Removed from Los Angeles Superior
Court, Case No. 21STCV41815)

24 This Stipulation of Settlement and Release ("Agreement") is entered into by
25 and between plaintiff Juan Carlos Corral ("Plaintiff"), on the one hand, individually
26 and on behalf of the Class Members and PAGA Group Members, defined below,
27 and defendant Staples the Office Superstore, LLC ("Defendant"), on the other hand,
28 subject to the approval of the Court. In consideration of the promises and mutual

covenants and agreements herein contained, Plaintiff and Defendant (collectively, the “Parties”) hereby covenant and agree as follows:

1. RECITALS

1.1 On November 12, 2021, Plaintiff filed a putative class and Labor Code Private Attorneys General Act of 2004 (“PAGA”) representative action complaint (the “Complaint”) against Defendant in the Superior Court of the State of California, County of Los Angeles, entitled *Juan Carlos Corral v. Staples the Office Superstore, LLC*, Case No. 21STCV41815. The Complaint alleged five causes of action for (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to maintain accurate records, (4) violation of California Business & Professions Code section 17200, et seq., and (5) civil penalties under PAGA.

1.2 On February 18, 2022, Plaintiff filed a first amended complaint (the “First Amended Complaint”) asserting four additional causes of action for alleged (1) failure to pay minimum and regular wages, (2) failure to pay all overtime wages, (3) failure to provide accurate itemized wage statements, and (4) failure to timely pay all wages due upon separation of employment.

1.3 On February 22, 2022, Defendant filed its answer to the First Amended Complaint, denying the allegations set forth therein and alleging a number of affirmative defenses.

1.4 On February 23, 2022, Defendant removed the action to the United States District Court for the Central District of California and the matter was assigned to the Honorable Mark C. Scarsi. The removed action is entitled *Juan Carlos Corral v. Staples the Office Superstore, LLC*, Case No. 2:22-cv-01254-MCS (PVCx) (the “Action”).

1.5 On May 20, 2022, Plaintiff filed a second amended complaint (the “Second Amended Complaint”), which revised the proposed class definitions and certain factual averments. It also updated the pleading to conform to the federal

1 rules following removal. Defendant filed its answer to the Second Amended
2 Complaint on June 2, 2022.

3 1.6 On September 13, 2022, Plaintiff filed a third amended complaint (the
4 “Third Amended Complaint”), averring new facts and asserting a non-derivative
5 theory of wage statement liability: that Staples allegedly did not separately identify
6 meal and rest period premiums on the wage statements and, instead, added them as
7 an additional hour of premium pay to an associate’s regular hours on the wage
8 statement, purportedly in violation of California Labor Code section 226. The
9 Third Amended Complaint also added a new wage statement putative class.
10 Defendant filed its answer to the Third Amended Complaint on September 26,
11 2022.

12 1.7 On October 31, 2022, Plaintiff filed his motion for class certification,
13 seeking certification of a “regular rate class,” a “waiting time penalties subclass”
14 derived therefrom, and two “wage statement classes” (“wage statement class I” and
15 “wage statement class II”), both of which were premised on the non-derivative
16 wage statement theory of liability first asserted in the Third Amended Complaint.
17 The motion was fully briefed and heard on January 9, 2023, when it was taken
18 under submission.

19 1.8 On February 6, 2023, the Court issued an order denying in part and
20 granting in part Plaintiff’s motion for class certification. The Court denied
21 certification of the “regular rate class” and the “waiting time penalties subclass”
22 and granted certification of the two “wage statement classes.”

23 1.9 By stipulation of the Parties, on March 9, 2023, the Court entered an
24 order amending its February 6, 2023 class certification order to certify a single
25 “Wage Statement Class” defined as “[a]ll current and former non-exempt
26 employees of Defendant who worked for Defendant in the State of California from
27 November 12, 2020 to September 17, 2021 and who received a ‘meal rest premium’
28 from November 12, 2020 and September 17, 2021.”

1 1.10 On March 10, 2023, Plaintiff filed the operative fourth amended
2 complaint (the “Fourth Amended Complaint”) amending the class definition of the
3 certified Wage Statement Class in the pleadings to make it consistent with the
4 Wage Statement Class certified by the Court’s March 9, 2023 order. Defendant
5 filed its answer to the Fourth Amended Complaint on March 23, 2023.

6 1.11 The Parties have investigated the facts and analyzed the relevant legal
7 issues regarding the claims and defenses in the Action. Based on this investigation
8 and analysis, Plaintiff believes the Action has merit, while Defendant believes the
9 Action has no merit.

10 1.12 Prior to the mediation, Defendant produced excel documents
11 identifying approximately 2,250 individuals who are Class Members and
12 approximately 2,500 individuals who are PAGA Group Members. Defendant
13 represents that the data provided to Class Counsel encompasses all Class Members
14 and PAGA Group Members.

15 1.13 On April 27, 2023, the Parties participated in a mediation with
16 mediator Stephanie Chow of Mediated Negotiations, LLC. The matter settled
17 following acceptance of a mediator’s proposal, and at the conclusion of the
18 mediation, the Parties executed a binding term sheet setting forth the material terms
19 associated with resolution of the action in its entirety.

20 1.14 The Parties have each considered the uncertainties of continued
21 litigation and the benefits to be obtained under the proposed settlement, and have
22 considered the costs, risks, and delays associated with the continued prosecution of
23 this Action and the likely appeals of any rulings in favor of either Plaintiff or
24 Defendant.

25 1.15 It is the intention of the Parties and the objective of this Agreement to
26 avoid the costs of further litigation, trial, and appeals, and to settle and dispose of,
27 fully and completely and forever, the claims released herein and described below,
28 on the terms set forth herein.

1 **2. DEFINITIONS**

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

4 **2.1 Action.** “Action” means the above-captioned action entitled *Juan*
5 *Carlos Corral v. Staples the Office Superstore, LLC*, Case No. 2:22-cv-01254-MCS
6 (PVCx), currently pending in the United States District Court for the Central
7 District of California.

8 **2.2 Agreement.** “Agreement” means this Stipulation of Settlement and
9 Release, including all Exhibits referred to herein and attached hereto.

10 **2.3 Allocations.** “Allocations” means the amount to be paid from the Net
11 Settlement Fund to the Settlement Class Members and from the PAGA Fund to the
12 PAGA Group Members, which shall be calculated as provided in Section 4.5 of this
13 Agreement.

14 **2.4 CAFA Notice.** “CAFA Notice” means a notice of proposed settlement
15 pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715,
16 substantially in the form of Exhibit D to this Agreement.

17 **2.5 Claims.** “Claims” means the individual, class, and representative
18 claims in the operative Fourth Amended Complaint alleging (1) failure to provide
19 meal periods, (2) failure to provide rest periods, (3) failure to pay minimum and
20 regular wages, (4) failure to pay all overtime wages, (5) failure to provide accurate
21 itemized wage statements, (6) failure to maintain accurate records, (7) failure to
22 timely pay all wages due upon separation of employment, (8) violation of
23 California Business & Professions Code section 17200, et seq., and (9) civil
24 penalties under PAGA.

25 **2.6 Class Counsel.** “Class Counsel” means the law firm of GrahamHollis
26 APC.

27 **2.7 Class Members or Class.** “Class Members” or “Class” means the
28 Wage Statement Class, defined as “[a]ll current and former non-exempt employees

1 of Defendant who worked for Defendant in the State of California from November
2 12, 2020 to September 17, 2021 and who received a 'meal rest premium' between
3 November 12, 2020 and September 17, 2021."

4 **2.8 Class Notice.** "Class Notice" means the Notice of Settlement of Class
5 Action to be mailed to Class Members by the Settlement Administrator. The Class
6 Notice shall be substantially in the form of Exhibit A to this Agreement.

7 **2.9 Class Period.** "Class Period" means the time period between
8 November 12, 2020 and September 17, 2021.

9 **2.10 Class Settlement Award.** "Class Settlement Award" means the
10 amount that the Settlement Administrator determines is owed to a Settlement Class
11 Member pursuant to the Plan of Allocation described in Section 4.5, below.

12 **2.11 Complaint.** "Complaint" means the putative class and PAGA
13 representative action complaint filed by Plaintiff on November 12, 2021.

14 **2.12 Complaints.** "Complaint" means the Complaint, the First Amended
15 Complaint, the Second Amended Complaint, the Third Amended Complaint, and
16 the operative Fourth Amended Complaint.

17 **2.13 Corral.** "Corral" means Plaintiff Juan Carlos Corral.

18 **2.14 Counsel for Defendant.** "Counsel for Defendant" means Morrison &
19 Foerster LLP.

20 **2.15 Court.** "Court" means the United States District Court for the Central
21 District of California, the Honorable Mark C. Scarsi presiding, or such other judge
22 to whom the action may hereafter be assigned.

23 **2.16 Defendant.** "Defendant" means defendant Staples the Office
24 Superstore, LLC.

25 **2.17 Effective Date.** "Effective Date" means either (a) the date thirty (30)
26 days after the Court's entry of the Judgment, if no motions for reconsideration and
27 no appeals or other efforts to obtain review have been filed, or (b) in the event a
28 motion for reconsideration, an appeal or other effort to obtain review of the

Judgment has been filed, the date thirty (30) days after such reconsideration, appeal, or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review, or otherwise.

2.18 Eligible Class Pay Periods. “Eligible Class Pay Periods” means pay periods in the Class Period during which a Class Member received at least one “meal rest premium” while employed by Defendant in California. The number of Eligible Class Pay Periods shall be calculated according to Defendant’s records.

2.19 Eligible PAGA Pay Periods. “Eligible PAGA Pay Periods” means pay periods in the PAGA Period during which a PAGA Group Member received at least one “meal rest premium” while employed by Defendant in California. The number of Eligible PAGA Pay Periods shall be calculated according to Defendant’s records.

2.20 Fee and Expense Award. “Fee and Expense Award” means such award of attorneys’ fees and costs/expenses as the Court may authorize to be paid to Class Counsel from the Gross Settlement Fund for their services to Plaintiff, the Class, and the PAGA Group in the Action.

2.21 Final Approval Hearing. “Final Approval Hearing” means the hearing at or after which the Court makes a decision on whether to grant final approval of the Settlement as fair, reasonable, and adequate, implement the terms of the Agreement, and enter Judgment.

2.22 Final Approval Order or Judgment. “Final Approval Order” or “Judgment” means the order and judgment finally approving the Settlement, as contemplated in Section 5.2 of this Agreement.

2.23 First Amended Complaint. “First Amended Complaint” means the putative class and PAGA representative action complaint filed by Plaintiff on February 18, 2022.

1 **2.24 Fourth Amended Complaint.** “Fourth Amended Complaint” means
2 the putative class and PAGA representative action complaint filed by Plaintiff on
3 March 10, 2023.

4 **2.25 Gross Settlement Fund.** “Gross Settlement Fund” means the
5 aggregate sum of Eight Hundred Thousand Dollars and No Cents (\$800,000.00),
6 which is the maximum total amount that Defendant shall be required to pay for any
7 and all purposes under this Agreement in full and final settlement of the Action.
8 The following shall be paid from the Gross Settlement Fund pursuant to the Plan of
9 Allocation: (a) Settlement Awards to all Settlement Class Members, (b) the PAGA
10 Settlement Amount, (c) Fee and Expense Award, (d) any Service Award to
11 Plaintiff, and (e) Settlement Administration Costs. Under no circumstances shall
12 Defendant pay any sum in excess of the Gross Settlement Fund.

13 **2.26 Judgment.** “Judgment” means the Judgment entered on the Final
14 Approval Order in the Action.

15 **2.27 Net Settlement Fund.** “Net Settlement Fund” means the Gross
16 Settlement Fund less the Fee and Expense Award, the PAGA Settlement Amount,
17 any Service Award to Plaintiff, and the Settlement Administration Costs.

18 **2.28 PAGA Fund.** “PAGA Fund” means 25% of the PAGA Settlement
19 Amount, which is the portion to be paid to PAGA Group Members.

20 **2.29 PAGA Group.** “PAGA Group” means Plaintiff and all PAGA Group
21 Members.

22 **2.30 PAGA Group Members.** “PAGA Group Members” means Plaintiff
23 and all current and former non-exempt employees of Defendant who worked for
24 Defendant in the State of California from September 8, 2020 to September 17, 2021
25 and who received at least one “meal rest premium” during that time.

26 **2.31 PAGA Period.** “PAGA Period” means the time period between
27 September 8, 2020 and September 17, 2021.
28

1 **2.32 PAGA Notices.** “PAGA Notices” means the PAGA notice filed by
2 Plaintiff with the California Labor & Workforce Development Agency (“LWDA”)
3 regarding Defendant on September 8, 2021 and the amended PAGA notice filed by
4 Plaintiff with the LWDA regarding Defendant on August 24, 2022.

5 **2.33 PAGA Settlement Amount.** “PAGA Settlement Amount” means
6 Thirty Thousand Dollars (\$30,000.00) or such other amount approved by the Court,
7 75% of which is to be paid to the LWDA and 25% of which is to form the PAGA
8 Fund to be paid to PAGA Group Members. The PAGA Settlement Amount is to be
9 paid for resolution of the PAGA claims alleged in the Action. The PAGA
10 Settlement Amount shall constitute full satisfaction of the obligation, if any, to pay
11 civil penalties to the LWDA and all PAGA Group Members pursuant to California
12 Labor Code section 2699(i) as to the Released PAGA Claims.

13 **2.34 PAGA Settlement Award.** “PAGA Settlement Award” means the
14 amount that the Settlement Administrator determines is owed to a PAGA Group
15 Member pursuant to the Plan of Allocation described in Section 4.5, below.

16 **2.35 Plaintiff.** “Plaintiff” means plaintiff Juan Carlos Corral.

17 **2.36 Parties.** “Parties” means Plaintiff and Defendant.

18 **2.37 Plan of Allocation.** “Plan of Allocation” means the manner in which
19 the Net Settlement Fund shall be allocated to Settlement Class Members and the
20 PAGA Fund shall be allocated to the PAGA Group Members, as specified in
21 Section 4.5, below.

22 **2.38 Preliminary Approval or Preliminary Approval Order.**

23 “Preliminary Approval” or “Preliminary Approval Order” means the order
24 preliminarily approving this Settlement, which shall, among other things,
25 preliminarily approve the Settlement as fair, reasonable, and adequate, approve the
26 content and manner of distribution of Class Notice to Plaintiffs, set the Request for
27 Exclusion Deadline and the deadline for objecting to the Settlement, approve ILYM
28 Group, Inc. as the Settlement Administrator, and set the hearing and briefing

1 schedule for Plaintiff's motion for final approval of the Settlement, as contemplated
2 in Section 4.1, below.

3 **2.39 Released Claims.** "Released Claims" means all claims and demands
4 of every kind and nature, in law, equity or otherwise, known and unknown,
5 suspected and unsuspected, disclosed and undisclosed, alleged in the Fourth
6 Amended Complaint and PAGA Notices or that could have been alleged based on
7 the facts alleged in the Fourth Amended Complaint and PAGA Notices, arising
8 under California Labor Code sections 226, 226.3, 1174, and 1174.5, and related
9 claims under California Labor Code sections 558, 558.1, and 1198 and in the
10 "Records" section of the applicable California Industrial Welfare Wage Order, as
11 they each pertain to wage statements and recordkeeping requirements.

12 **2.40 Released PAGA Claims.** "Released PAGA Claims" means all claims
13 asserted pursuant to California Labor Code section 2698 et seq. that arise out of or
14 are related to the Released Claims during the PAGA Period.

15 **2.41 Released Parties.** "Released Parties" means Defendant, all of
16 Defendant's present, former, and future parents, subsidiaries, affiliates, divisions,
17 corporations in common control, predecessors, successors, and assigns, and each of
18 their respective present, past, and future officers, directors, employees, partners
19 (both general and limited), shareholders, agents, attorneys, insurers, and any other
20 successors, assigns, or legal representatives, and any other individual or entity
21 which could be liable for any of the Released Claims or Released PAGA Claims.

22 **2.42 Request for Exclusion.** "Request for Exclusion" means a written
23 request by a Class Member to the Settlement Administrator seeking to be excluded
24 from the Settlement Class.

25 **2.43 Request for Exclusion Deadline.** "Request for Exclusion Deadline"
26 means the postmarked date 45 days from the date of initial mailing of the Class
27 Notice, or such other date set by the Court in the Preliminary Approval Order, for a
28 Class Member to mail a Request for Exclusion to the Settlement Administrator.

1 **2.44 Second Amended Complaint.** “Second Amended Complaint” means
2 the putative class and PAGA representative action complaint filed by Plaintiff on
3 May 20, 2022.

4 **2.45 Service Award.** “Service Award” means the payment, if any,
5 authorized by the Court to be made to Plaintiff, separate and apart from any Class
6 Settlement Award and/or PAGA Settlement Award.

7 **2.46 Settlement.** “Settlement” means this Agreement and all actions taken
8 pursuant to and in furtherance of this Agreement.

9 **2.47 Settlement Administration Costs.** “Settlement Administration
10 Costs” means the amount approved by the Court to be paid for the services of a
11 Settlement Administrator to administer the Settlement and perform the Settlement
12 Administrator Duties, as specified in Section 4.2.2, below. It is estimated that the
13 Settlement Administration Costs will not exceed \$13,500.00.

14 **2.48 Settlement Administrator.** “Settlement Administrator” means ILYM
15 Group, Inc., or such other administrator as may be approved by the Court, which
16 shall be responsible for administering the Settlement pursuant to the terms of the
17 Agreement, the Class Notice, the Preliminary Approval Order, and the Final
18 Approval Order and Judgment. The Settlement Administrator shall agree to
19 confidentiality terms as may be required by Defendant regarding Class Members’
20 personal identifying information provided to the Settlement Administrator by it,
21 and the Settlement Administrator shall work with Class Counsel and Counsel for
22 Defendant to implement and administer appropriate fraud-prevention policies.

23 **2.49 Settlement Class.** “Settlement Class” means Plaintiff and all
24 Settlement Class Members.

25 **2.50 Settlement Class Members.** “Settlement Class Members” means all
26 Class Members who do not timely complete and mail a Request for Exclusion from
27 the Settlement.
28

1 **2.51 Third Amended Complaint.** “Third Amended Complaint” means the
2 putative class and PAGA representative action complaint filed by Plaintiff on
3 September 13, 2022.

4 **2.52 Wage Statement Class.** “Wage Statement Class” means the certified
5 class as defined by the Court pursuant to the Court’s February 6, 2023 Order on
6 Plaintiff’s motion for class certification and its March 9, 2023 Order to amend the
7 class definition in its February 6 Order.

8 **3. SETTLEMENT TERMS**

9 **3.1 Settlement Payment by Defendant.** In full and final settlement of
10 this Action, the Released Claims, and the Released PAGA Claims, and following
11 the Effective Date, Defendant shall remit the Gross Settlement Fund to the
12 Settlement Administrator, in accordance with Section 4.9.1, below. The Gross
13 Settlement Fund shall be applied to the payment of all Class Settlement Awards,
14 PAGA Settlement Amount, Plaintiff’s Service Award, Class Counsel’s Fee and
15 Expense Award, and Settlement Administration Costs, as awarded by the Court.
16 Under no circumstances will Defendant be obligated to pay more than the Gross
17 Settlement Fund to settle the Action and the Released Claims and Released PAGA
18 Claims.

19 **3.2 Attorneys’ Fees and Costs.** Defendant will not oppose Plaintiff’s
20 motion for attorneys’ fees up to \$266,666.67 (1/3 of the Gross Settlement Fund) as
21 an award of attorneys’ fees, plus reasonable costs up to \$75,000.00 (“Fee and
22 Expense Award”). Plaintiff agrees not to ask the Court for more than \$266,666.67
23 for attorneys’ fees or more than \$75,000.00 for costs, and in no event shall
24 Defendant be liable for any attorneys’ fees or costs in excess of these amounts. The
25 Fee and Expense Award shall be paid from the Gross Settlement Fund, and
26 Defendant shall not otherwise be obligated to pay any portion of Plaintiff’s
27 attorneys’ fees, costs, or expenses. The specific amounts of the attorneys’ fees and
28 costs awarded shall be subject to final approval by the Court, and the award of any

1 amounts less than requested by Plaintiff will not be grounds for Plaintiff or Class
2 Counsel to challenge or withdraw from the Settlement. Any amount of attorneys'
3 fees and costs requested by Plaintiff and ultimately not awarded by the Court shall
4 be included in the Net Settlement Fund.

5 **3.3 Service Award.** Defendant will not oppose Plaintiff's motion for a
6 Service Award in an aggregate amount not to exceed \$5,000.00, subject to approval
7 by the Court. This Service Award represents payment for Plaintiff's efforts and
8 activities as the class and PAGA representative in furtherance of the Action and its
9 resolution and in consideration of Plaintiff's general release of claims set forth in
10 Section 5.6 below. The Service Award is separate from and in addition to the Class
11 Settlement Award and PAGA Settlement Award to be paid to Plaintiff as a
12 Settlement Class Member and PAGA Group Member. The Court's approval of
13 Plaintiff's request for the Service Award is not a condition of the Settlement, and
14 Plaintiff's failure to obtain such approval will not be grounds to challenge or
15 withdraw from the Settlement. The Service Award paid under this Section shall be
16 reported on IRS Form 1099-MISC as non-wage income. Any amount not approved
17 by the Court as part of the Service Award shall be included in the Net Settlement
18 Fund.

19 **3.4 PAGA Settlement Amount.** Plaintiff shall seek approval from the
20 Court for a total payment of \$30,000.00 for resolution of the PAGA claims alleged
21 in the Action. A total of 75% of the PAGA Settlement Amount shall be paid to the
22 LWDA, and 25% of the PAGA Settlement Amount shall form the PAGA Fund to
23 be paid to PAGA Group Members in accordance with the Plan of Allocation set
24 forth in Section 4.5, below

25 **3.5 Settlement Administration Costs.** Defendant will not oppose the
26 award of Settlement Administration Costs in an amount not to exceed \$11,000.00,
27 to be paid from the Gross Settlement Fund and subject to approval by the Court.
28

Any costs of administration of the Settlement not approved by the Court shall be included in the Net Settlement Fund.

4. CLASS SETTLEMENT PROCEDURES

4.1 Preliminary Approval. As soon as practicable after execution of this Agreement, but no later than June 22, 2023, Plaintiff shall move for Preliminary Approval of the Settlement in the Action. Defendant will not oppose the motion, provided it is consistent with this Agreement. Plaintiff's motion shall request that the Court:

- a. Preliminarily approve this Agreement as being fair, reasonable, and adequate;
- b. Preliminarily approve the form, content, and manner of distribution of the Class Notice, described in Section 4.2 and attached as Exhibit A.
- c. Set deadlines for the Settlement Administrator to distribute the Class Notice and for Class Members to opt out of or object to the Settlement;
- d. Set the date and time for the Final Approval Hearing and set a deadline for Plaintiff to file his motion for final approval of the Settlement; and
- e. Approve ILYM Group, Inc. as the Settlement Administrator.

The Preliminary Approval Order shall be substantially the same as the proposed order attached as Exhibit C. Class Counsel shall draft the preliminary approval papers and give Counsel for Defendant a draft of the papers to review at least two (2) court days before they are filed.

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

4.2.1 Information Regarding Class Members. Within fifteen (15) business days of the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator the following information with respect to

1 each Class Member and PAGA Group Member, based on Defendant's records:
2 (i) name, (ii) last known residence address, (iii) last known telephone number,
3 (iv) Social Security number, (v) the number of Eligible Class Pay Periods, and
4 (vi) the number of Eligible PAGA Pay Periods. Any information so provided that
5 specifically identifies an individual Class Member or PAGA Group Member shall
6 be designated as confidential under the Protective Order entered in the Action on
7 May 13, 2022 (the "Protective Order"). Before Defendant provides this
8 information to the Settlement Administrator, the Settlement Administrator shall
9 first execute and give Defendant a signed acknowledgment of and agreement to be
10 bound to the Protective Order, in the form of Exhibit A thereto. The information
11 Defendant provides to the Settlement Administrator, along with any updated
12 contact information identified by the Settlement Administrator as set forth in
13 Sections 4.2.2 and 4.2.4, below, shall be used solely to administer the Class Notice
14 and Plan of Allocation process described herein, shall remain confidential, and shall
15 not be disclosed to anyone, except pursuant to the express written authorization of
16 Defendant or the individual in question, by order of the Court, or to the extent
17 necessary to fulfill the Settlement Administrator's reporting obligations hereunder.

18 **4.2.2 Settlement Administrator Duties.** The Settlement
19 Administrator's duties shall include, without limitation: (i) printing and mailing to
20 the Class Members the Class Notice as directed by the Court; (ii) taking all steps
21 reasonably necessary to ensure Class Members timely receive the Class Notice;
22 (iii) consulting as necessary with Class Counsel and Counsel for Defendant
23 concerning the number of Eligible Class Pay Periods, the number of Eligible PAGA
24 Pay Periods, the amount of any Class Settlement Awards to be paid to Settlement
25 Class Members, and/or the amount of any PAGA Settlement Awards to be paid to
26 PAGA Group Members; (iv) taking receipt of and safeguarding the Gross
27 Settlement Fund; (v) calculating and disbursing the Class Settlement Awards,
28 PAGA Settlement Awards, the portion of the PAGA Settlement Amount payable to

1 the LWDA, the Service Award, and the Fee and Expense Award, provided such
2 amounts are approved by the Court; (vi) issuing IRS Forms 1099-MISC, as
3 required, and (vii) filing such other reports with the taxing authorities as required
4 by law, together with such other tasks as the Parties may mutually agree or the
5 Court may order the Settlement Administrator to perform. The Settlement
6 Administrator shall take all reasonable steps to ensure that (a) the highest
7 percentage of Class Members receive a Class Notice; (b) Class Members who wish
8 to participate in the Settlement are permitted to do so consistent with this
9 Agreement; and (c) it has the most current and accurate addresses for Class
10 Members, including, but not limited to performing an initial National Change of
11 Address database search on Class Members who are no longer employed by
12 Defendant. In addition, the Settlement Administrator shall perform a standard
13 search, also known as "batch," "skip trace," or "credit header" searches on all
14 addresses returned as undeliverable. The Settlement Administrator shall
15 immediately re-mail the Class Notice to all updated addresses obtained through its
16 efforts to locate the most current and accurate addresses for Class Members. The
17 Settlement Administrator shall also provide toll-free telephone support to Class
18 Members for any questions they may have; maintain appropriate databases to fulfill
19 its duties; receive, control, and account for any and all returned Class Notices,
20 Requests for Exclusion, and objections; calculate the Settlement Class Members'
21 and PAGA Group Members' payments; and prepare and deliver reports to Class
22 Counsel and Counsel for Defendant on a weekly basis that communicate the status
23 of the administration of the notice process, including the number of Class Notices
24 mailed, returned, searched, and re-mailed, as well as the number of any and all
25 Requests for Exclusion and/or objections received by it. In addition to the duties
26 identified above, the Settlement Administrator shall prepare final declarations,
27 reports, and invoices that accurately describe the Settlement process, the level of
28

1 participation, and actions taken to ensure the best possible notice of the Settlement
2 was provided to Class Members.

3 **4.2.3 Mailing of CAFA Notices.** In addition to the Settlement
4 Administrator's duties described in Section 4.2.2, above, within ten (10) days of the
5 filing of the Motion for Preliminary Approval, the Settlement Administrator will
6 mail the CAFA Notice (substantially in the form of Exhibit D to this Agreement) to
7 the Attorney General of the United States and the appropriate state official in each
8 state in which a Class Member resides at the time of notice, pursuant to CAFA.
9 The Parties intend and believe that the CAFA Notice and the procedures described
10 in this Section comply with the requirements of CAFA, and will request the Court
11 when finally approving the Settlement to adjudicate the validity of the CAFA
12 Notice and the procedures described in this Section and to bar any claim to void or
13 avoid the Settlement under CAFA.

14 **4.2.4 Mailing of Class Notice to Class Members.** No later than five
15 (5) business days following receipt of the information to be provided under Section
16 4.2.1, above, the Settlement Administrator shall mail the Class Notice to all Class
17 Members. The Settlement Administrator shall send a copy of the Class Notice in
18 the form approved by the Court in its Preliminary Approval Order to Class
19 Members, via first class United States mail, using the most current mailing address.
20 Any Class Notices returned to the Settlement Administrator with a forwarding
21 address shall be immediately re-mailed by the Settlement Administrator. The
22 Settlement Administrator shall conduct one or more address searches for any Class
23 Member's Class Notice that is returned without a forwarding address and shall,
24 upon obtaining a new or different address, immediately re-mail the Class Member's
25 Class Notice. It shall be presumed that each and every Class Member whose Class
26 Notice is not returned to the Settlement Administrator as undeliverable within thirty
27 (30) days after mailing has actually received the Class Notice. Plaintiff, Defendant,
28 and their respective counsel each agree that, other than as provided in this

1 Agreement, they will not distribute any notices, documents, or information
2 regarding the Action or the Settlement to any Class Member, unless a specific
3 request is first made by the Class Member.

4 **4.2.5 Consequences of Breach of Obligations.** Without prejudice to
5 any other remedies, the Parties will seek an agreement from the Settlement
6 Administrator agreeing to be responsible for any breach of its obligations (whether
7 committed by the Settlement Administrator or its agents) and to indemnify and hold
8 the Parties and their counsel harmless from and against all liabilities, claims, causes
9 of action, costs, and expenses (including legal fees and expenses) arising out of any
10 breach committed by the Settlement Administrator or its agents.

11 **4.3 Requests for Exclusion/Opt Outs.** Class Members who wish to be
12 excluded from or opt out of the Settlement must submit a written, signed Request
13 for Exclusion to the Settlement Administrator, within the deadline set by the Court.

14 **4.3.1 Contents of Request.** The Request for Exclusion must contain
15 the (i) the name of this Action; (ii) the full name, address, telephone number and
16 last four digits of the Social Security Number of the person requesting to be
17 excluded; (iii) the words "Request for Exclusion" at the top of the document; and
18 (iv) the following statement:

19 "I wish to be excluded from the Settlement of this case,
20 *Juan Carlos Corral v. Staples the Office Superstore, LLC,*
21 United States District Court, Central District of
22 California, Case No. 21STCV41815."

23 **4.3.2 Personal Signatures.** The Request for Exclusion must be
24 personally signed by the Class Member who seeks to opt out. No Class Member
25 may opt out by having a Request for Exclusion submitted by an actual or purported
26 agent or attorney acting on behalf of the Class Member. No Request for Exclusion
27 may be made on behalf of a group of Class Members.

1 **4.3.3 Timeliness.** For purposes of determining timeliness, Requests
2 for Exclusion shall be deemed to have been submitted on the date postmarked by
3 the U.S. Postal Service or other delivery service. The Settlement Administrator
4 shall stamp the date received on the original of any Request for Exclusion it
5 receives. Not later than ten (10) days after the Request for Exclusion Deadline set
6 by the Court, the Settlement Administrator will inform Class Counsel and Counsel
7 for Defendant of the total number of Class Members who timely submitted a valid
8 Requests for Exclusion. Not later than ten (10) business days before the Final
9 Approval Hearing, the Settlement Administrator shall serve copies of any and all
10 date-stamped Requests for Exclusion on Class Counsel and Counsel for Defendant
11 as well as a declaration describing the notice process. The Settlement
12 Administrator shall retain the originals of all Requests for Exclusion in its files.
13 Counsel for the Parties shall not use or disclose the information thus received for
14 any purpose other than the effectuation of the Settlement.

15 **4.3.4 Non-Opt-Outs Bound.** Each Class Member who does not
16 submit a Request for Exclusion substantially in compliance with Sections 4.3.1 and
17 4.3.2 within forty-five (45) days from the date the Class Notice was mailed shall be
18 bound by the terms of this Agreement and any Court order approving the terms of
19 the Settlement.

20 **4.3.5 Resolution of Disputes.** In the event of any issue over the
21 completeness, timeliness, or validity of any Request for Exclusion, the Parties shall
22 meet and confer in good faith for the purpose of resolving the issue and, if the issue
23 cannot be resolved, shall submit the dispute to the Settlement Administrator for a
24 final and binding resolution which shall not be appealable.

25 **4.3.6 Defendant's Right to Rescind.** If more than ten percent (10%)
26 of Class Members opt out of the Settlement, then Defendant shall have the
27 unilateral right to rescind this Agreement, in which case all of Defendant's
28 obligations under this Agreement shall cease to be of any force or effect, and this

1 Agreement shall be null and void. If Defendant exercises this option, it shall
2 provide Plaintiff with written notice of its election within 15 days of the Request for
3 Exclusion Deadline set by the Court, with a copy to the Settlement Administrator,
4 at which point the Parties shall return to their respective positions that existed
5 before the execution of this Agreement. If rescinded, no term of this Agreement or
6 any draft thereof, or the negotiation, documentation, or other part or aspect of the
7 Parties' settlement discussions, shall have any effect or be admissible as evidence
8 for any purpose in the Action, or in any other proceeding. Notwithstanding the
9 foregoing, the Parties agree that in the event this Agreement is rescinded by
10 Defendant pursuant to this Section 4.3.6, Defendant shall pay the expenses incurred
11 by the Settlement Administrator through the date of Defendant's election to rescind,
12 not to exceed the amount of Settlement Administration Costs approved by the Court
13 in the Preliminary Approval Order.

14 **4.3.7 No Right to Exclusion by PAGA Group Members.** Because
15 this Settlement resolves claims and action brought pursuant to PAGA by Plaintiff
16 acting as a proxy and as a Private Attorney General of, and for, the State of
17 California and the LWDA, the Parties agree that no PAGA Group Member has the
18 right to exclude himself or herself from the Settlement. PAGA Group Members
19 shall be bound by the terms of the Settlement, upon its approval by the Court,
20 regardless of whether he or she requested exclusion as a Class Member, and thus is
21 not a Settlement Class Member, and regardless of whether he or she cashes the
22 Class Settlement Award and/or PAGA Settlement Award issued to him or her.

23 **4.4 Objections to Settlement.** Only Class Members who do not exclude
24 themselves from the Settlement (i.e., Settlement Class Members) may object to the
25 Settlement, in accordance with the procedure set forth below.

26 **4.4.1 Manner of Objecting.** Class Members who wish to object to
27 the Settlement must file with the Court and serve on counsel for the Parties a
28 signed, written statement objecting to the Settlement. The Class Member's written

1 statement and all supporting briefs or other materials must be filed with the Court
2 and served on counsel for the Parties no later than the Request for Exclusion
3 Deadline.

4 **4.4.2 Response to Objections.** At the same time Plaintiff moves for
5 final approval pursuant to Section 4.7 of this Agreement, Plaintiff shall also file a
6 response to any objections filed by Settlement Class Members. Class Counsel must
7 draft the response to the objections and shall give Counsel for Defendant a draft of
8 the response to review at least two (2) court days before it is filed. Defendant shall
9 be permitted, but not required, to file its own response to any objections.

10 **4.4.3 Written Objection Required.** No Settlement Class Member
11 shall be entitled to be heard at the Final Approval Hearing, whether individually or
12 through separate counsel, unless the written statement of objections and supporting
13 materials are timely filed and served as set forth in this Section. Settlement Class
14 Members who fail to file and serve timely written objections in the manner
15 specified above shall be deemed to have waived any objections and shall be
16 foreclosed from making any objection (whether by appeal or otherwise) to the
17 Settlement.

18 **4.4.4 No Right to Objections by PAGA Group Members.** Because
19 this Settlement resolves claims and action brought pursuant to PAGA by Plaintiff
20 acting as a proxy and as a Private Attorney General of, and for, the State of
21 California and the LWDA, the Parties agree that no PAGA Group Member has the
22 right to object to the Settlement, whether or not he or she has objected thereto as a
23 Settlement Class Member.

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

1 **4.5.1 Determining the Net Settlement Fund.** Before computing the
2 amounts of any Class Settlement Awards to be paid to Settlement Class Members,
3 the Settlement Administrator shall determine the amount of the Net Settlement
4 Fund by deducting from the Gross Settlement Fund the following: (a) the Fee and
5 Expense Award, (b) the Service Award, (c) the estimated amount of the Settlement
6 Administration Costs, and (d) the PAGA Settlement Amount.

7 **4.5.2 Calculating Class Settlement Awards.** The Class Settlement
8 Award for each Settlement Class Member shall be the Settlement Class Member's
9 pro-rata share of the Net Settlement Fund, calculated as follows: The Settlement
10 Administrator shall calculate the total number of Eligible Class Pay Periods for all
11 Settlement Class Members. The Settlement Administrator will then divide the Net
12 Settlement Fund by the total number of Eligible Class Pay Periods for all
13 Settlement Class Members, resulting in a per Eligible Class Pay Period value. The
14 Settlement Administrator shall then take the per Eligible Class Pay Period value
15 and multiply it by the number of Eligible Class Pay Periods for each Settlement
16 Class Member.

17 **4.5.3 Class Settlement Awards Payable Only to Settlement Class**
18 **Members.** The Settlement Administrator shall pay Class Settlement Awards from
19 the Net Settlement Fund and shall pay only those Class Settlement Awards payable
20 to Settlement Class Members. It is anticipated that the Settlement Class Members
21 may be a subset of the Class Members because some number of Class Members
22 may opt out of the Settlement.

23 **4.5.4 Calculating PAGA Settlement Awards.** The PAGA
24 Settlement Award for each PAGA Group Member shall be the PAGA Group
25 Member's pro-rata share of the PAGA Fund, calculated as follows: The Settlement
26 Administrator shall calculate the total number of Eligible PAGA Pay Periods for all
27 PAGA Group Members. The Settlement Administrator shall then divide the PAGA
28 Fund by the total number of Eligible PAGA Pay Periods for all PAGA Group

1 Members, resulting in a per Eligible PAGA Pay Period value. The Settlement
2 Administrator shall then take the per Eligible PAGA Pay Period value and multiply
3 it by the number of Eligible PAGA Pay Periods for each PAGA Group Member.

4 **4.5.5 Payment of PAGA Settlement Awards.** At its discretion, the
5 Settlement Administrator may combine the Class Settlement Award (if any) and
6 PAGA Settlement Award to be issued to an individual who is both a Settlement
7 Class Member and PAGA Group Member, into a single check. At the time of
8 distributing a PAGA Settlement Award to anyone who is a PAGA Group Member
9 but not a Settlement Class Member, the Settlement Administrator shall enclose a
10 cover letter in the form of Exhibit B advising the recipient of the payment that the
11 payment is in connection with the PAGA portion of the Settlement, including the
12 Released PAGA Claims, as memorialized in this Agreement. The Parties
13 understand and acknowledge that some individuals may be both a Settlement Class
14 Member and a PAGA Group Member while others may be a PAGA Group Member
15 but not a Settlement Class Member.

16 **4.6 Taxes.**

17 **4.6.1 Withholdings and Taxes.** The Parties agree that, for purposes
18 of this Settlement, both Class Settlement Awards and PAGA Settlement Awards
19 shall be allocated entirely to penalties under the California Labor Code. Each
20 Settlement Class Member, each PAGA Group Member, Plaintiff, and Class
21 Counsel shall be solely responsible for the payment of all federal, state, and local
22 income taxes due on all amounts the Settlement Class Member, PAGA Group
23 Member, Plaintiff, and Class Counsel receives pursuant to this Agreement,
24 respectively, and Defendant shall have no responsibility for any such taxes
25 whatsoever.

26 **4.6.2 Tax Reporting.** When reporting Class Settlement Awards and
27 PAGA Settlement Awards for tax purposes, the amount of each Class Settlement
28

1 Award and each PAGA Settlement Award shall be reported by the Settlement
2 Administrator on IRS Form 1099-MISC as penalties.

3 **4.6.3 Settlement Administrator Responsibilities Regarding Taxes.**

4 It shall be the responsibility of the Settlement Administrator or its designee to
5 report payments made to Settlement Class Members, PAGA Group Members,
6 Plaintiff, and Class Counsel on IRS Form 1099-MISC, as applicable, and to provide
7 copies thereof to the individuals named thereon, respectively, and to all applicable
8 governmental entities, as required by law.

9 **4.6.4 Tax Expenses Resulting from Settlement Administration.**

10 All reasonable and direct expenses and costs incurred by or at the direction of the
11 Settlement Administrator in connection with the administration of the Settlement
12 (including, without limitation, expenses of tax attorneys and/or accountants
13 incurred in providing advice to the Settlement Administrator, and mailing and
14 distribution costs and expenses relating to the filing of, or failure to file, any
15 necessary tax reports) shall be considered a cost of administration of the Settlement
16 and shall be part of the Settlement Administration Costs, to be paid out of the Gross
17 Settlement Fund.

18 **4.6.5 No Claims.** No person shall have any claim against Defendant
19 (or its designee), Counsel for Defendant, Plaintiff, Class Counsel, or the Settlement
20 Administrator based on mailings, distributions, payments, or reports made in
21 accordance with or pursuant to this Agreement. This provision does not, however,
22 prevent a Party from seeking enforcement of this Agreement.

23 **4.7 Final Approval and Entry of Judgment.** Class Counsel shall draft
24 the final approval papers and give Counsel for Defendant a draft of the papers to
25 review at least two (2) court days before the motion is filed. In his motion, Plaintiff
26 shall request that the Court finally approve the Settlement as fair, reasonable, and
27 adequate and enter Judgment on the Court's Final Approval Order. Defendant will
28 not oppose the motion, provided it is consistent with this Agreement.

1 **4.8 Calculation of Net Settlement Fund.** Within twenty (20) business
2 days from the date of the Final Approval Order, the Settlement Administrator shall
3 calculate and advise Class Counsel and Counsel for Defendant of the amount of the
4 Net Settlement Fund and the calculation thereof.

5 **4.9 Distribution of Settlement Payments.** After the Effective Date, the
6 Class Settlement Awards shall be distributed to the Settlement Class Members, the
7 PAGA Settlement Awards shall be distributed to the PAGA Group Members, and
8 any and all other payments under this Settlement shall be distributed in accordance
9 with the procedures set forth below:

10 **4.9.1 Remittance of Gross Settlement Fund.** Within fifteen (15)
11 business days from the Effective Date, Defendant will remit the Gross Settlement
12 Fund to the Settlement Administrator.

13 **4.9.2 Disbursement of Payments.** Within ten (10) business days
14 from Defendant's remittance to the Settlement Administrator of the Gross
15 Settlement Fund, the Settlement Administrator shall disburse (a) the Fee and
16 Expense Award to Class Counsel, (b) the Class Settlement Award and/or PAGA
17 Settlement Award checks to the Settlement Class Members and PAGA Group
18 Members, as applicable, (c) the portion of the PAGA Settlement Amount payable to
19 the LWDA, and (d) the Service Award, if any, to Plaintiff. Also within ten (10)
20 business days from Defendant's remittance of the Gross Settlement Fund, the
21 Settlement Administrator shall provide Counsel for Defendant a written report
22 listing each Settlement Class Member and PAGA Group Member and the amount
23 of the Class Settlement Award and/or PAGA Settlement Award to be paid to each
24 such person. No payments shall be made or distributed unless and until the orders
25 and Judgment described in this Agreement are final (meaning that the right to
26 appeal or otherwise seek review of such orders or the Judgment has expired) and on
27 the condition that no appeals from the orders and the Judgment have been filed.
28

1 **4.9.3 Negotiation of Settlement Checks.** Any checks tendered to
2 Settlement Class Members or PAGA Group Members shall remain valid and
3 negotiable for one hundred and eighty (180) days from the date of their issuance
4 and shall thereafter be automatically cancelled if not cashed by the Settlement Class
5 Member or PAGA Group Member to whom it is payable within that time, at which
6 time his or her claim to any Class Settlement Award or PAGA Settlement Award
7 shall be deemed null and void and of no further force and effect, although the
8 individual shall remain a Settlement Class Member and/or PAGA Group Member,
9 as applicable, bound by the Judgment entered in the Action. Upon request of a
10 Settlement Class Member and/or PAGA Group Member, the Settlement
11 Administrator will promptly reissue the individual's lost or damaged Class
12 Settlement Award and/or PAGA Settlement Award check within the 180-day
13 period from the date checks are issued. After 180 days, any amounts from
14 uncashed checks shall be transmitted to the cy pres beneficiary selected by the
15 Parties: The State Bar of California's Justice Gap Fund. Administration of the
16 Settlement shall be completed no later than two hundred and seventy (270) days
17 from the Effective Date.

18 **4.9.4 Discharge of Obligations.** Defendant shall fully discharge its
19 obligations to Plaintiff, the Settlement Class Members, the PAGA Group Members,
20 and the State of California through the remittance of the Gross Settlement Fund to
21 the Settlement Administrator as set forth in Sections 3.1 and 4.9.1, above,
22 regardless of whether checks representing individual Class Settlement Awards
23 and/or PAGA Settlement Awards are actually received and/or negotiated by the
24 payee. Once Defendant has complied with its obligation set forth in Sections 3.1
25 and 4.9.1, above, it shall be deemed to have satisfied all of the terms and conditions
26 under this Agreement, shall be entitled to all the protections afforded to it under this
27 Agreement, and shall have no further obligations under the Agreement, regardless
28 of what occurs with respect to the further administration of the Settlement. Without

1 prejudice to any other remedies, the Parties will seek an agreement from the
2 Settlement Administrator stating that it shall hold Defendant harmless from and
3 against all liabilities, claims, causes of action, costs and expenses (including legal
4 fees and expenses) arising out of any failure to timely or properly compensate
5 Settlement Class Members and PAGA Group Members as provided in this
6 Agreement.

7 **4.10 Questions and Disputes.** In the event that questions or disputes arise
8 regarding the entitlement of any Class Member or PAGA Group Member under this
9 Agreement, counsel for each Party shall cooperate to provide to counsel for the
10 other Party and the Settlement Administrator all available information reasonably
11 necessary to resolve them. Such information shall be provided in either electronic
12 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
14 or PAGA Group Member under this Agreement, the dispute(s) shall be submitted to
15 the Settlement Administrator, who shall resolve the dispute(s) and whose decision
16 shall be final and binding. In such a dispute, the information provided by
17 Defendant will be presumed accurate.

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

24 **4.12 Nullification of Agreement if Settlement Not Approved.** In the
25 event (a) the Court does not preliminarily approve the Settlement as provided
26 herein, (b) the Court does not finally approve the Settlement as provided herein,
27 (c) the Court does not enter the Judgment as provided herein, or (d) the Settlement
28 does not become final for any other reason, including the exercise of Defendant's

1 right to rescind the Settlement under Section 4.3.6, above this Agreement shall be
2 null and void *ab initio* (with the exception of this Section and Section 4.3.6) and
3 any order or Judgment entered by the Court in furtherance of this Settlement shall
4 be treated as withdrawn or vacated by stipulation of the Parties. In such case, the
5 Parties shall be returned to their respective statuses as of April 27, 2023. In the
6 event an appeal is filed from the Judgment, or any other appellate review is sought
7 before the Effective Date, administration of the Settlement shall be stayed pending
8 final resolution of the appeal or other appellate review.

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

10 5.1 **Obtaining Approval.** As soon as practicable after execution of this
11 Agreement, Class Counsel shall, with the cooperation of Counsel for Defendant as
12 reasonably requested by Class Counsel, take all necessary steps to secure
13 preliminary approval and final approval of the Settlement by the Court, including
14 responding to any objectors, intervenors, or other persons or entities seeking to
15 preclude approval of this Agreement.

16 5.2 **Entry of Judgment.** The Final Approval Order and Judgment shall
17 include a provision for entry of judgment in accordance with this Agreement, with
18 each Party to bear all of its own costs and attorneys' fees, except as expressly set
19 forth herein.

20 5.3 **Notification to the LWDA.** Plaintiff shall submit to the LWDA a
21 copy of the Judgment within ten (10) days after its entry, in accordance with
22 California Labor Code section 2699(l)(3).

23 5.4 **Releases by Settlement Class Members.** Effective upon the date
24 Defendant fulfills its obligation set forth in Sections 3.1 and 4.9.1 of this
25 Agreement, all Settlement Class Members shall be deemed to have, and by
26 operation of the Judgment shall have, expressly released, waived, and relinquished
27 the Released Claims during the Class Period. The Settlement Class Members agree
28 not to sue or otherwise make a claim against any of the Released Parties with

1 respect to any of the Released Claims and shall be barred from filing any actions,
2 claims, complaints, or proceedings regarding the Released Claims with the LWDA,
3 the California Division of Labor Standards Enforcement, the United States
4 Department of Labor Wage and Hour Division, or any agency having jurisdiction
5 over the wage and hour laws of the State of California, or from initiating any other
6 proceedings against the Released Parties arising out of or relating to the Released
7 Claims. Settlement Class Members' release, waiver, and relinquishment of the
8 Released Claims shall preclude them from participating in any judgment or
9 settlement of claims that are the subject of the Released Claims in any other class,
10 collective, or representative action.

11 **5.5 The PAGA Release.** Upon date Defendant fulfills its obligation set
12 forth in Sections 3.1 and 4.9.1 of this Agreement, all PAGA Group Members and
13 the State of California shall be deemed to have, and by operation of the Judgment
14 shall have, expressed released, waived, and relinquished the Released PAGA
15 Claims. PAGA Group Members shall be barred from bringing, joining, or
16 otherwise participating in a PAGA representative action or otherwise making,
17 joining, or otherwise participating in a claim against any of the Released Parties for
18 any of the Released PAGA Claims, and the State of California shall also be barred
19 from pursuing recovery of any civil penalties from any of the Released Parties for
20 any of the Released PAGA Claims.

21 **5.6 Plaintiff's General Releases.**

22 **5.6.1 General Release.** In addition to his release of the Released
23 Parties from the Released Claims and Released PAGA Claims as set forth in
24 Sections 5.4 and 5.5, above, effective upon the date Defendant fulfills its obligation
25 set forth in Sections 3.1 and 4.9.1 of this Agreement, Plaintiff Juan Carlos Corral
26 and each of his successors, assigns, heirs, personal representatives, and all those
27 who claim through him or who assert claims on his behalf, forever generally and
28 completely releases and discharges the Released Parties, of and from any and all

1 claims and demands of every kind and nature, in law, equity or otherwise, known
2 and unknown, suspected and unsuspected, disclosed and undisclosed, and in
3 particular of and from all claims and demands of every kind and nature, known and
4 unknown, suspected and unsuspected, disclosed and undisclosed, for damages
5 actual, consequential and exemplary, past, present, and future, arising out of or in
6 any way related to agreements, events, acts, or conduct at any time prior to and
7 including the Effective Date, including but not limited to the Released Claims and
8 the Released PAGA Claims. Plaintiff agrees not to sue or otherwise make a claim
9 against any of the Released Parties with respect to any claim released herein by him
10 and is hereby enjoined from filing any actions, claims, complaints or proceedings
11 with the LWDA, the California Division of Labor Standards Enforcement, the
12 United States Department of Labor Wage and Hour Division, or any agency having
13 jurisdiction over the wage and hour laws of the State of California or otherwise, or
14 from initiating any other proceedings against any of the Released Parties regarding
15 any of the claims released herein.

16 **5.6.2 Waiver of California Civil Code Section 1542.** Plaintiff Juan
17 Carlos Corral has been fully advised by Class Counsel of the contents of section
18 1542 of the Civil Code of the State of California, and he hereby expressly waives
19 that section and the benefits thereof and the benefits of any similar law of any state
20 or territory of the United States. Plaintiff acknowledges that the general release
21 herein includes potential claims and costs that may not be known or suspected by
22 him to exist, and he each hereby expressly and affirmatively waives and
23 relinquishes any and all rights and benefits which may otherwise exist relating to
24 the claims released in this Section 5.6 pursuant to California Civil Code section
25 1542, and any similar law of any state or territory of the United States.
26 Section 1542 states as follows:

27 A GENERAL RELEASE DOES NOT EXTEND TO
28 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. ADDITIONAL PROVISIONS

6.1 No Admission of Liability. Defendant contends that at all relevant times it has complied with all applicable laws and regulations in all respects; that all of Defendant's employment practices comply and have complied with all applicable laws and regulations; that all Class Members and all PAGA Group Members were and are furnished accurate itemized wage statements; and that Defendant has not engaged in any unlawful conduct, whether willful or not, and whether knowing or intentional or not, with respect to any of the Claims or anything otherwise alleged in the Action, in any of the Complaints, or in any of the PAGA Notices. Defendant has denied and continues to deny any wrongdoing or legal liability arising out of any of the claims, facts, or conduct alleged in the Action, in any of the Complaints, or in any of the PAGA Notices and contend that all of Plaintiff's claims lack merit and Defendant has valid defenses to each of them. This Agreement reflects the compromise and settlement of disputed claims between the Parties, and its provisions and any and all drafts, communications, or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims in the Action, in any of the Complaints, or in any of the PAGA Notices, or a waiver of any defense.

6.2 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this

1 Agreement by independent counsel of their own choosing, they have read this
2 Agreement and have had it fully explained to them by such counsel, and they are
3 fully aware of the contents of this Agreement and of its legal effect.

4 **6.3 Voluntary Agreement.** This Agreement is executed voluntarily and
5 without duress or undue influence on the part of either Party, or of any other person,
6 firm, or entity. Each Party has made such investigation of the facts pertaining to
7 this Agreement and of all other matters pertaining hereto as he or it deems
8 necessary.

9 **6.4 Notices.** The Parties, Class Counsel, and Counsel for Defendant
10 acknowledge and agree that for the purposes of any claims, actions, or proceedings
11 arising out of this Agreement, notice provided to Class Counsel shall be deemed
12 notice to Plaintiffs and to Class Members. All notices, requests, demands, and
13 other communications required to be given to counsel for the Parties under this
14 Agreement shall be in writing and shall be delivered personally, faxed, emailed, or
15 mailed, postage prepaid, by first class United States mail, addressed as follows:

16 To Plaintiff, Class Members, or PAGA Group Members:

17 Nathan Reese (nreese@grahamhollis.com)
18 GRAHAMHOLLIS APC
19 3555 Fifth Ave.
20 San Diego, California 91203
21 Tel.: 619.692.0800
22 Fax: 619.692.0822

23 To Defendant:

24 Tritia M. Murata (TMurata@mofo.com)
25 David P. Zins (DZins@mofo.com)
26 MORRISON & FOERSTER LLP
27 707 Wilshire Boulevard
28 Los Angeles, California 90017-3543
 Telephone: 213.892.5200
 Facsimile: 213.892.5454

1 **6.5 No Press Releases/Public Comment.** Unless they first obtain
2 Defendant's express written consent, neither Plaintiff nor Class Counsel shall
3 (a) publicize or promote the fact or terms of this Settlement, or the negotiations
4 leading to this Settlement, to any third party (including but not limited to the media,
5 the legal community or the public at large), or (b) issue any press releases, initiate
6 any contact with the media, or otherwise advertise or publicize the Settlement
7 through any medium. Nothing in this Agreement is intended to prevent Plaintiff or
8 Class Counsel from disclosing or discussing the terms of this Settlement (i) with the
9 Court, (ii) with each other, (iii) with the Settlement Administrator, (iv) with
10 Plaintiff's immediate family, tax preparer, or financial advisor, or (v) as otherwise
11 required by law. Notwithstanding this provision, Class Counsel shall be permitted
12 to identify this Settlement in other Court filings that describe Class Counsel's
13 firm's prior experience.

14 **6.6 Authorization.** The Parties hereto represent and warrant that each
15 signatory hereto has the full right and authority to enter into this Agreement and
16 bind the Party on whose behalf he, she, or it has executed this Agreement.

17 **6.7 Agreement Binding on Successors in Interest.** This Agreement shall
18 be binding on and inure to the benefit of the respective parent corporations,
19 subsidiaries, affiliates, officers, directors, employees, partners, shareholders, agents,
20 successors, assigns, heirs and personal representatives of the Parties.

21 **6.8 Time Periods.** The time periods and dates set forth in this Agreement
22 with respect to the giving of notices and hearings are subject to approval and
23 modification by the Court or the written stipulation of counsel for the Parties.

24 **6.9 Mutual Full Cooperation.** The Parties agree to cooperate fully with
25 each other to accomplish the terms of this Agreement, including but not limited to
26 execution and delivery of any and all additional papers, documents, and other
27 things and taking such other action that may be reasonably necessary to implement
28 the terms of this Agreement. The Parties and their counsel shall use their best

1 efforts, including all efforts contemplated by this Agreement and any other efforts
2 that may become necessary by order of the Court, to effectuate this Agreement and
3 the terms set forth herein.

4 **6.10 Entire Agreement.** The Exhibits to this Agreement are integral parts
5 of this Agreement and is hereby incorporated and made a part of the Agreement.
6 This Agreement contains the entire agreement between the Parties and constitutes
7 the complete, final, and exclusive embodiment of their agreement with respect to
8 the subject matter hereof. This Agreement is executed without reliance upon any
9 promise, representation, or warranty by either Party or any representative of a Party,
10 other than those expressly set forth herein. Any inconsistency between this
11 Agreement and the attached Exhibits will be resolved in favor of this Agreement.

12 **6.11 Headings.** The various headings used in this Agreement are solely for
13 the convenience of the Parties and shall not be used to interpret this Agreement.

14 **6.12 No Construction Against Drafter.** This Agreement shall be deemed
15 to have been drafted jointly by the Parties, and any rule that a document shall be
16 interpreted against the drafter shall not apply to this Agreement.

17 **6.13 Amendment and Modification.** Except as expressly provided in
18 Section 6.8, above, with respect to time periods and dates set forth herein, this
19 Agreement may not be amended, altered or modified except in a writing signed by
20 the Parties hereto, their successors in interest, or their duly authorized
21 representatives, and approved by the Court.

22 **6.14 Governing Law.** This Agreement is entered into in accordance with
23 the laws of the State of California and shall be governed by and interpreted in
24 accordance with those laws.

25 **6.15 Jurisdiction of the Court.** Except as provided in Section 4.3.5,
26 above, any dispute regarding the interpretation or validity of or otherwise arising
27 out of this Agreement, or relating to the Action or the Released Claims, shall be
28 subject to the exclusive jurisdiction of the Court, and Plaintiff, Class Members,

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

9 **6.16 Plaintiff's Waiver of Right to Opt Out and Object.** By signing this
10 Agreement, Plaintiff agrees to be bound by the terms herein and not to request
11 exclusion from or to object to any of the terms of this Agreement. Any such
12 request for exclusion or objection shall therefore be void and of no force or effect.

13 **6.17 Agreement Constitutes a Complete Defense.** To the extent
14 permitted by law, this Agreement may be pleaded as a full and complete defense to
15 any action, suit, or other proceeding that may be instituted, prosecuted, or attempted
16 in breach of or contrary to this Agreement.

17 **6.18 Signatures.** Signature by facsimile, DocuSign, or in Portable
18 Document Format (PDF) shall have the same force and effect as original signatures.

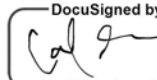
19 **6.19 Execution Date and Execution in Counterparts.** This Agreement
20 shall be deemed executed upon the last date of signature of all of the undersigned.
21 The Parties may execute this Agreement in counterparts, each of which shall
22 constitute an original, but all of which together shall constitute one and the same
23 instrument having the same force and effect as if all Parties had signed the same
24 instrument.

25 **IN WITNESS THEREOF,** the Parties hereto have so agreed.
26
27
28

1 Dated: June 20, 2023

JUAN CARLOS CORRAL

DocuSigned by:



On behalf of himself and the Wage
Statement Class and the PAGA Group

6 Dated: June __, 2023

STAPLES THE OFFICE
SUPERSTORE, LLC

By: _____

Its: _____

12 **APPROVED AS TO FORM:**

13 Dated: June 21, 2023

GRAHAMHOLLIS APC

By: 
Nathan Reese

Attorneys for Plaintiff, the Wage
Statement Class, and PAGA Group

19 Dated: June __, 2023

MORRISON & FOERSTER LLP

By: _____
David P. Zins

Attorneys for Defendant
STAPLES THE OFFICE
SUPERSTORE, LLC

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Dated: June __, 2023

JUAN CARLOS CORRAL

On behalf of himself and the Wage
Statement Class and the PAGA Group

Dated: June 21, 2023

STAPLES THE OFFICE
SUPERSTORE, LLC

By: 
Its: VP, Associate General Counsel

APPROVED AS TO FORM:

Dated: June __, 2023

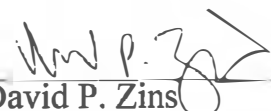
GRAHAM HOLLIS APC

By: _____
Nathan Reese

Attorneys for Plaintiff, the Wage
Statement Class, and PAGA Group

Dated: June 21, 2023

MORRISON & FOERSTER LLP

By: 
David P. Zins

Attorneys for Defendant
STAPLES THE OFFICE
SUPERSTORE, LLC

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA

JUAN CARLOS CORRAL, individually and
on behalf of all similarly situated and/or
aggrieved employees of Defendants in the
State of California,

Plaintiff,

v.

STAPLES THE OFFICE SUPERSTORE LLC,
a limited liability company authorized to do
business in the state of California, and DOES 1
through 50 inclusive,

Defendants.

Case No. 2:22-cv-01254-MCS (PVCx)

**NOTICE OF SETTLEMENT OF CLASS
ACTION**

ATTENTION: If you were employed by Staples the Office Superstore, LLC (“Staples”) as a non-exempt employee in California at any time from November 12, 2020 to September 17, 2021 (the “Class Period”), and you received a “meal rest premium” during that time, you are a Class Member eligible to receive money from a proposed Settlement in the above-captioned class action lawsuit.

ESTIMATED CLASS SETTLEMENT AWARD. According to Staples’ records of the number of pay periods in the Class Period during which you received a “meal rest premium,” your Class Settlement Award is estimated to be \$ _____ and your PAGA Settlement Award is estimated to be \$ _____. The actual amount you may receive may be different and will depend on different factors.

PLEASE READ THIS NOTICE CAREFULLY. This Notice relates to the proposed Settlement of the above-captioned action, *Juan Carlos Corral v. Staples The Office Superstore LLC*, United States District Court, Central District of California, Case No. 2:22-cv-01254-MCS (PVCx) (the “Action”). If you are a Class Member, it contains important information affecting your rights to participate in the class portion of the Settlement as further described below. This Notice advises you of the terms of the Settlement and your rights and options under it.

To be eligible for your share of the class portion of the 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.

OVERVIEW OF YOUR LEGAL RIGHTS/OPTIONS UNDER THE SETTLEMENT

DO NOTHING

If you take no further action, you will remain a Class Member, represented by Class Counsel.

You will receive a Class Settlement Award and will be bound by the terms of

Page 1

If you have questions, contact the Settlement Administrator at ____ - ____ - ____ or [email]

EXHIBIT A

	the Settlement. As a Class Member, you will not be charged for the services of Class Counsel.
EXCLUDE YOURSELF	You may submit a Request for Exclusion to “opt out” of the class portion of the Settlement. If you do not want to remain a Class Member, you must timely submit a Request for Exclusion within 45 days of the original postmark date of this Class Notice. If you submit a timely and valid Request for Exclusion, you will not receive a Class Settlement Award or be bound by the terms of the class portion of the Settlement.
OBJECT	You may object to the class portion of the Settlement by submitting a written objection within 45 days of the original postmark date of this Class Notice. If you submit a timely written objection, you may also object orally to the class portion of the Settlement by appearing at the Final Approval Hearing currently scheduled for __: __.m. on ____, 202__, in Courtroom 7C of the First Street Courthouse located at 350 W. 1st Street, 7th Floor, Los Angeles, California 90012. If the Court grants final approval of the Settlement despite your objection, you will receive a Class Settlement Award and you will be bound by the terms of the Settlement.

For more details on your options, refer to the “What are my rights and options?” section below.

What is this proposed Settlement about?

Plaintiff Juan Carlos Corral filed the Action on November 12, 2021, alleging that Staples committed various California Labor Code violations. The Action was brought as a putative class action and a representative action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The Action has been heavily litigated over a year. Substantial discovery has been taken, and extensive court proceedings have occurred. In February 2023, the Court certified one of Plaintiff’s claims, meaning that the Court determined that it can potentially resolve the issue for Class Members all together. Following certification, the Parties participated in a mediation conducted by a professional mediator where they reached an agreement to settle the Action, subject to Court approval.

The certified claim alleges that meal and rest period premiums that Staples paid during the Class Period were not separately itemized on non-exempt employees’ wage statements but rather were added as additional hours of pay to employees’ “Regular Earnings” on their wage statements. As a result, Plaintiff alleges that the wage statements issued by Staples did not accurately reflect the employees’ total hours worked, all applicable hourly rates in effect during the pay period, or the corresponding number of hours worked at each hourly rate. Staples disputes all claims that have

been asserted in the Action and denies any wrongdoing or liability. Staples contends that its non-exempt employees were and are furnished with accurate itemized wage statements in compliance with all applicable laws and regulations.

On behalf of the Class Members (defined above), Plaintiff seeks penalties, prejudgment interest, attorneys' fees, and costs. Under the proposed Settlement, Staples agrees to make payments ("Class Settlement Awards") to Class Members who do not opt out of the class portion of the Settlement. These payments will be based on the number of pay periods in the Class Period during which a Class Member received at least one "meal rest premium" while employed by Staples in California, as more fully described below.

Staples also agrees to pay the Settlement Administration Costs, a Service Award 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 payment obligation under the proposed Settlement is \$800,000.00.

The proposed Settlement is not an admission of liability by Staples. Throughout this case, Staples has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Staples contends that it has complied with all applicable laws and regulations regarding those matters.

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.

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, currently scheduled for __:__.m. on _____, 202__ ("Final Approval Hearing").

Summary of the proposed Settlement

Staples has agreed to pay \$800,000.00 ("Gross Settlement Fund") to resolve the wage statement claims that were alleged in the operative Fourth Amended Complaint and PAGA Notices or that could have been alleged based on the facts alleged in the Fourth Amended Complaint and PAGA Notices, for Plaintiff's general release of all claims with a California Civil Code section 1542 waiver, for Class Members' release of claims described below, and for the release of PAGA claims in the PAGA portion of the Settlement. If finally approved by the Court, the proposed Settlement will distribute money as follows:

Class Settlement Awards to Class Members: Settlement Class Members (Class Members who do not exclude themselves from the Settlement) will be paid a Class Settlement Award, which is their pro-rata share of the Net Settlement Sum, calculated as follows: The Settlement Administrator shall calculate the total number of Eligible Class Pay Periods for all

Settlement Class Members. The Settlement Administrator will then divide the Net Settlement Fund by the total number of Eligible Class Pay Periods for all Settlement Class Members, resulting in a per Eligible Class Pay Period value. The Settlement Administrator shall then take the per Eligible Class Pay Period value and multiply it by the number of Eligible Class Pay Periods for each Settlement Class Member.

“Eligible Class Pay Periods” means pay periods in the Class Period during which a Class Member received at least one “meal rest premium” while employed by Staples in California. The number of Eligible Class Pay Periods shall be calculated according to Staples’ records.

“Net Settlement Sum” means the Gross Settlement Fund minus the payment of (a) the Fee and Expense Award, (b) the PAGA Settlement Amount; (c) Plaintiff’s Service Award, and (c) the Settlement Administration Costs, all of which are described below.

Class Settlement Awards shall be allocated entirely to penalties under the California Labor Code.

Fee and Expense Award to Class Counsel: Upon approval by the Court, Staples will pay attorneys’ fees and reimburse litigation costs and expenses to Class Counsel (GrahamHollis APC) out of the Gross Settlement Fund. The proposed Settlement permits Class Counsel to request up to one third of the Gross Settlement Amount (\$266,666.67) as their fees for prosecuting this case and up to \$75,000 for reimbursement of their costs and expenses incurred in the Action. At the Final Approval Hearing, the Court will decide what amount of fees and costs/expenses will be approved. 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 \$30,000 for resolution of the PAGA claims alleged in the Action. Of that amount, 75% (or \$22,500) of the PAGA Settlement Amount shall be paid to the LWDA and 25% (or \$7,500) of the PAGA Settlement Amount shall form the PAGA Fund, from which PAGA Settlement Awards will be paid to PAGA Group Members.

Other Payments: The proposed Settlement provides for Plaintiff to request a Service Award in an amount not to exceed \$5,000 out of the Gross Settlement Fund. This Service Award represents payment for Plaintiff’s efforts and activities as the class and PAGA representative in furtherance of the Action and its resolution and in consideration of Plaintiff’s general release of claims. At the Final Approval Hearing, the Court will decide what amount of Service Award will be approved. The proposed Settlement further provides for payment estimated not to exceed \$13,500 to the Settlement Administrator, ILYM Group, Inc., for its services in mailing the Class Notice and administering the Settlement. You are not personally responsible for any portion of Plaintiff’s Service Award or the Settlement Administration Costs.

What are my rights and options?

1. **You can exclude yourself from the class portion of the Settlement:** If you do not want a Class Settlement Award and do not want to be bound by any of the proposed terms of

the class portion of the Settlement, including the release of the Released Claims discussed below, you must make a timely written Request for Exclusion. Your Request for Exclusion must (a) contain your name, address, telephone number and last four digits of your Social Security number; (b) be signed and dated by you; (c) include the words "Request for Exclusion" at the top of the document; (d) include the name of this Action; and (e) include the following statement:

"I wish to be excluded from the Settlement of this case, *Juan Carlos Corral v. Staples the Office Superstore, LLC*, United States District Court, Central District of California, Case No. 2:22-cv-01254-MCS (PVCx)."

Your Request for Exclusion must be mailed, faxed, or emailed to the Settlement Administrator and must be postmarked or sent by [DATE – 45 days from mailing original Class Notice]. You should not request exclusion if you wish to receive a Class Settlement Award.

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

2. You can object to the class portion of the Settlement: You can object to the class portion of the Settlement before the Court's final approval of the Settlement. You may object to the Settlement only if you do not submit a Request for Exclusion. If you submit both a Request for Exclusion and an objection, your objection will not be considered.

To object to the class portion of the Settlement, you must file with the Court a written statement objecting to the Settlement and serve it on counsel for the Parties by [DATE – 45 days from mailing original Class Notice]. If you timely file and serve your written statement of objection and all supporting briefs or other materials by [DATE – 45 days from mailing original Class Notice], you may appear at the Final Approval Hearing currently set for __:__.m. on _____, 202__, in Department 7C of the First Street Courthouse located at 350 W. 1st Street, 7th Floor, Los Angeles, California 90012. 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.

Your written objection and, if applicable, notice of intention to appear at the Final Approval Hearing must be filed with the Court and served on the Parties via mail, fax, or email to the following attorneys by [DATE – 45 days from mailing original Class Notice]:

ATTORNEYS FOR PLAINTIFF
JUAN CARLOS CORRAL AND
THE CLASS MEMBERS

Nathan Reese
(nreese@grahamhollis.com)
GRAHAMHOLLIS APC
3555 Fifth Ave.
San Diego, California 91203
Tel.: 619.692.0800

ATTORNEYS FOR DEFENDANT
STAPLES THE OFFICE
SUPERSTORE, LLC

Tritia M. Murata (TMurata@mofocom)
David P. Zins (DZins@mofocom)
MORRISON & FOERSTER LLP
707 Wilshire Boulevard
Los Angeles, California 90017-3543
Telephone: 213.892.5200

Page 5

If you have questions, contact the Settlement Administrator at ____ - ____ - ____ or [email]

EXHIBIT A

Fax: 619.692.0822

Facsimile: 213.892.5454

If the Court grants final approval of the Settlement despite your objection, you will receive a Class Settlement Award and you will be bound by the terms of the Settlement.

You do not have the right to object to the PAGA portion of the Settlement, whether or not you object to the class portion of the Settlement.

3. **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.

You will also be entitled to receive a PAGA Settlement Award, regardless of whether you exclude yourself from the class portion of the Settlement, object to the class portion of the Settlement, or do nothing.

You should also correct your mailing address if it is not correct by contacting the Settlement Administrator by phone at ____ - ____ - ____ or by email at [INSERT EMAIL].

Settlement checks

Following the Final Approval Hearing, when you receive your check in the amount of your Class Settlement Award and PAGA Settlement Award, you must cash your check by the void date stated on the check. If you do not cash your check by the void date, your check will be automatically cancelled, you will not receive any money from the Settlement, and the money represented by your check will be irrevocably sent to the Justice Gap Fund of the State Bar of California, the *cy pres* beneficiary selected by the Parties. Even if you do not cash your check by the void date, however, you will remain bound by the terms of the Settlement.

The Settlement provides that your Class Settlement Award and PAGA Settlement Award will be allocated entirely to penalties under the California Labor Code. The Settlement Administrator will issue you an IRS Form 1099-MISC for the amount of your check. Please be advised that you are responsible for all taxes, penalties, and interest owed with respect to your Class Settlement Award and PAGA Settlement Award, regardless of the foregoing allocation. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers, the Settlement Administrator, nor the Court are providing you with financial or tax advice.

What claims am I releasing by participating in the Settlement?

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

“Released Claims” means all claims and demands of every kind and nature, in law, equity or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, alleged in the Fourth Amended Complaint and PAGA Notices or that could have been alleged based on the facts alleged in the Fourth Amended Complaint and PAGA Notices, arising under California Labor Code sections 226, 226.3, 1174, and 1174.5, and related claims under California Labor Code sections 558, 558.1, and 1198 and in the “Records” section of the applicable California Industrial Welfare Wage Order, as they each pertain to wage statements and recordkeeping requirements.

“Released Parties” means Staples the Office Superstore, LLC, all of its present, former, and future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, and each of their respective present, past, and future officers, directors, employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives, and any other individual or entity which could be liable for any of the Released Claims or Released PAGA Claims.

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

The Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties with respect to any of the Released Claims and shall be barred from filing any actions, claims, complaints, or proceedings regarding the Released Claims with the LWDA, the California Division of Labor Standards Enforcement, the United States Department of Labor Wage and Hour Division, or any agency having jurisdiction over the wage and hour laws of the State of California, or from initiating any other proceedings against the Released Parties arising out of or relating to the Released Claims. The Settlement Class Members further agree that their release, waiver, and relinquishment of the Released Claims shall preclude them from participating in any judgment or settlement of claims that are the subject of the Released Claims in any other class, collective, or representative action.

In addition, all Class Members are also PAGA Group Members, and as such, they will expressly release, waive, and relinquish, and will be deemed to have released, waived, and relinquished, all Released PAGA Claims against all Released Parties, regardless of whether or not they opt out of the class portion of the Settlement. “Released PAGA Claims” means all claims asserted pursuant to California Labor Code section 2698 et seq. that arise out of or are related to the Released Claims during the period between September 8, 2020 and September 17, 2021.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable Mark C. Scarsi in Department 7C of the First Street Courthouse located at 350 W. 1st Street, 7th Floor, Los Angeles, California 90012, on _____, 202_ at ____ : ____ .m. to determine whether the Settlement is fair, reasonable, and adequate. Judge Scarsi will also 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

Page 7

If you have questions, contact the Settlement Administrator at ____ - ____ - ____ or [email]

EXHIBIT A

services. A motion for final approval of these items should be on file with the Court no later than _____, 202_ and will be available for review after that date. Final Approval Hearing may be continued by order of the Court without further notice to Class Members. It is not necessary for you to appear at this hearing, but you may do so if you have timely filed an objection to the Settlement and wish to appear.

What if I need more information?

Capitalized terms in this Class Notice have the same meaning they are given in the Stipulation of Settlement and Release (the "Agreement") executed by the Parties to this Action and filed with the Court on June 22, 2023 as an attachment to the Declaration of Nathan Reese 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 detailed 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 ____ - ____ - ____ or by emailing [INSERT EMAIL]. You can also contact Class Counsel listed above.

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

**BY ORDER OF THE DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA**

EXHIBIT B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: PAGA Settlement Award from *Juan Carlos Corral v. Staples the Office Superstore, LLC*,
U.S. District Court, Central District of California, Case No. 2:22-cv-01254-MCS (PVCx)**

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

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Juan Carlos Corral v. Staples the Office Superstore, LLC*, pending in the United States District Court, Central District of California, Case No. 2:22-cv-01254-MCS (PVCx) (the “Action”).

The Action was filed against Defendant Staples the Office Superstore, LLC (“Staples”) and includes claims pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (also known as “PAGA”). The Action was brought on behalf of the State of California and all alleged “aggrieved employees” of Staples. You have been identified as one of the employees on whose behalf the PAGA claims were brought.

In relevant part, Plaintiff Juan Carlos Corral (“Plaintiff”) alleged that meal and rest period premiums that Staples paid during the period from September 8, 2020 to September 17, 2021 (the “PAGA Period”) were not separately itemized on non-exempt employees’ wage statements but rather were added as additional hours of pay to employees’ “Regular Earnings” on their wage statements. As a result, Plaintiff alleged that the wage statements issued by Staples did not accurately reflect the employees’ total hours worked, all applicable hourly rates in effect during the pay period, or the corresponding number of hours worked at each hourly rate. Plaintiff claimed that Staples owed civil penalties recoverable under PAGA for these alleged violations of the California Labor Code and Wage Order. The settlement is not an admission of liability by Staples. To the contrary, Staples has denied any liability or wrongdoing throughout the course of the litigation, and Staples contends that it has complied with all applicable laws and regulations with respect to the matters alleged in the lawsuit.

The Court has not ruled on the merits of the Action but it has approved the settlement, which includes a payment to settle the PAGA claims, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees such as yourself. The enclosed check is your share of the PAGA settlement payment.

You are not a party to this lawsuit, but you and the State of California will be bound by the PAGA portion of the settlement in this matter, regardless of whether you cash your check. You should cash your check by [180 days from date of issuance], after which the check will be void. 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]

EXHIBIT B

EXHIBIT C

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 JUAN CARLOS CORRAL,
12 individually and on behalf of all
13 similarly situated and/or aggrieved
employees of Defendants in the State of
California,

14 Plaintiff,

15 v.

16 STAPLES THE OFFICE
17 SUPERSTORE LLC, a limited liability
company authorized to do business in
18 the state of California, and DOES 1
through 50 inclusive,

19 Defendants.
20

Case No. 2:22-cv-01254 MCS (PVCx)
(Assigned to Honorable Mark C. Scarsi)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

CLASS ACTION

Date: TBD
Time: TBD
Courtroom: 7C

21 This matter has come before the Court on plaintiff Juan Carlos Corral's
22 motion for preliminary approval of class action settlement ("Motion"). A hearing
23 on the Motion was held on _____. The Court, having duly
24 considered the Motion and the points and authorities submitted in support thereof,
25 good cause appearing, hereby orders that the Motion is GRANTED, subject to the
26 following findings and orders:
27
28

6. A Final Approval Hearing is scheduled for _____, at _____
 .m. in Department 7C of this Court.

7. The following dates shall govern for purposes of this Settlement:

Deadline for Defendant to submit Class Member and PAGA Group Member information to Settlement Administrator.	(15 business days from entry of this Order.)
Settlement Administrator to mail Class Notice to Class Members.	(5 business days from receipt of Class Member information from Defendant.)
Deadline for Class Members to mail Requests for Exclusion.	(45 days from initial mailing of Class Notice)
Deadline for Class Members to file and serve any objections to the Settlement.	(45 days from initial mailing of Class Notice)
Deadline for Class Counsel to file Motion for Final Approval of Settlement and Motion for Attorneys' Fees and Costs.	
Final Approval Hearing.	at _____.m.

The Court expressly reserves the right to continue or adjourn the Final Approval Hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated:

Honorable Mark C. Scarsi
United States District Judge

EXHIBIT D

MORRISON FOERSTER

707 WILSHIRE BOULEVARD
SUITE 6000
LOS ANGELES
CALIFORNIA 90017-3543

TELEPHONE: 213.892.5200
FACSIMILE: 213.892.5454

WWW.MOFO.COM

MORRISON & FOERSTER LLP
AUSTIN, BEIJING, BERLIN, BOSTON,
BRUSSELS, DENVER, HONG KONG,
LONDON, LOS ANGELES, MIAMI,
NEW YORK, PALO ALTO, SAN DIEGO,
SAN FRANCISCO, SHANGHAI, SINGAPORE,
TOKYO, WASHINGTON, D.C.

[DATE], 2023

Writer's Direct Contact
+1 (213) 892-5334
DZins@mofo.com

VIA USPS CERTIFIED MAIL

The United States Attorney General
and All Appropriate State Officials
Identified on the Attached Service List

Re: *Corral v. Staples the Office Superstore, LLC*, United States District Court, Central
District of California, Case No. 2:22-cv-01254 MCS (PVCx)
Notice of Proposed Class Action Settlement Pursuant to CAFA (28 U.S.C. § 1715)

Dear Attorney General or Appropriate State Official:

We write on behalf of Staples the Office Superstore, LLC (Staples) pursuant to 28 U.S.C. § 1715 to notify you of a proposed class action settlement in the matter entitled *Juan Carlos Corral v. Staples the Office Superstore, LLC* pending in the United States District Court for the Central District of California, Case No. 2:22-cv-01254 MCS (PVCx).

After more than a year of litigating this matter, the parties engaged in arms-length settlement negotiations with the assistance of an experienced mediator, Stephanie Chow, which resulted in the settlement of the matter. Staples denies any liability, fault, or wrongdoing of any kind, but agreed to settle this action to eliminate the burden, expense, and uncertainties of further litigation.

On June 22, 2023, Plaintiff Juan Carlos Corral filed a motion for preliminary approval of the settlement, together with a copy of the parties' Stipulation of Settlement and Release memorializing the settlement. The hearing on the motion is scheduled for [DATE], 2023 at : 0 .m. in the Courtroom of the Hon. Mark C. Scarsi, located at First Street Courthouse, 350 W. 1st Street, Courtroom 7C, 7th Floor, Los Angeles, California 90012.

By this letter and its enclosures, Staples provides notice of the settlement pursuant to 28 U.S.C. § 1715 to the Attorney General of the United States and the appropriate state official in each state in which a class member resides, according to Staples' records.

Pursuant to 28 U.S.C. § 1715(b), the enclosed CD contains the following documents:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Amended Complaints:**
 - 1.1 Exhibit A: A copy of the original complaint filed on November 12, 2021.
 - 1.2 Exhibit B: A copy of the first amended complaint filed on February 18, 2022.
 - 1.3 Exhibit C: A copy of the second amended complaint filed on May 20, 2022.
 - 1.4 Exhibit D: A copy of the third amended complaint filed on September 13, 2022.
 - 1.5 Exhibit E: A copy of the fourth amended complaint filed on March 10, 2023.

No materials were filed with the complaint or any of the amended complaints.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The hearing on Plaintiff's motion for preliminary approval of the settlement is currently scheduled for [DATE], 2023 at _ : _0 _m. before the Honorable Mark C. Scarsi of the United States District Court for the Central District of California. The Court has not yet scheduled a final approval hearing in this matter. No other hearings are scheduled at this time. A copy of the motion for preliminary approval is included on the enclosed CD as Exhibit F.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** A copy of the proposed notice to class members, as filed with the Court on June 22, 2023, is included on the enclosed CD as Exhibit G.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the parties' executed Stipulation of Settlement and Release is included on the enclosed CD as Exhibit H.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** There are no contemporaneous agreements between class counsel and counsel for Staples other than the enclosed Stipulation of Settlement and Release.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** No final judgment has been entered nor has there been a notice of dismissal of the action.
7. **28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** Included on the enclosed CD as Exhibit I is a table listing the number of class members that reside in each state, according to Staples' records. The table also provides the estimated proportionate share of the entire settlement that class members from each state are expected to receive.

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8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, no judicial opinions related to the settlement have been filed.

Additional case materials are available on the Court's docket, published electronically on PACER (www.pacer.login.uscourts.gov).

Please contact the undersigned if you have questions or desire further information.

Sincerely,

Morrison & Foerster LLP

David P. Zins
Counsel for Staples the Office Superstore, LLC

Enclosure