SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAVIER FELIX, individually, and on behalf of other members of the general public similarly situated, Plaintiff, vs. STAPLES CONTRACT & COMMERCIAL LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive, Defendants.	Case No. CIVSB2424236 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Javier Felix ("Plaintiff" or "Class Representative"), as an individual and on behalf of the class to be certified for settlement purposes only, the PAGA Members, and the State of California, and Defendant Staples Contract & Commercial LLC ("Defendant") (collectively with Plaintiff, the "Parties").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Action" means the action titled *Javier Felix v. Staples Contract & Commercial LLC*, No. CIVSB2424236, pending in the Superior Court of the State of California, County of San Bernardino.

2. "Amended Complaint" means the amended complaint filed by Plaintiff in the Court on or after October 8, 2026, which shall constitute the operative complaint in the Action and shall conform the pleadings to the scope of the Released Class Claims and Released PAGA Claims as set forth in this Settlement Agreement. The Amended Complaint shall be filed pursuant to the Parties' stipulation, subject to Court approval, and shall not constitute an admission of any liability or obligation by Defendant or any of the Released Parties.

3. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and subject to the Court's approval, all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, or One Hundred Seventy-Six Thousand Six Hundred Sixty-Seven Dollars ($176,667). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the

Action, up to Seventy Thousand Dollars ($70,000), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above, and Plaintiff agrees that Class Counsel shall not petition the Court for an award of Attorneys' Fees and Costs in excess of these amounts; provided, however, that in the event the Escalator Clause is triggered and results in an increase to the Gross Settlement Amount, Class Counsel's maximum fee request shall automatically adjust to an amount not to exceed one-third (1/3) of the increased Gross Settlement Amount. For the avoidance of doubt, no other circumstance shall operate to increase the cap on Attorneys' Fees and Costs above the amounts set forth herein. The Attorneys' Fees and Costs are to be paid from the Gross Settlement Amount.

4. "Class Counsel" means Capstone Law APC and the Law Offices of Mark Yablonovich.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security Number; and the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period, according to Defendant's records.

6. "Class Member(s)" or "Settlement Class" means all current and former hourly-paid or non-exempt supply chain associates employed by Defendant in California at any time during the Class Period.

7. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

8. "Class Period" means the period from October 4, 2022 through the date of Preliminary Approval.

9. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Five Thousand Dollars ($5,000). The Class Representative Enhancement Payment is to be paid from

the Gross Settlement Amount.

10. "Court" means the Superior Court of the State of California, County of San Bernardino.

11. "Defendant" means Defendant Staples Contract & Commercial LLC.

12. "Effective Date" means the later of: (a) the date sixty (60) days after entry of Final Approval Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal, or other effort to obtain review of the final approval order and judgment has been filed, the date sixty (60) days after such objection, 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.

13. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

14. "General Release Payment" means the amount to be paid to Plaintiff for a general release of all claims arising out of his employment with Defendant. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a General Release Payment of up to Ten Thousand Dollars ($10,000). The General Release Payment is to be paid from the Gross Settlement Amount.

15. "Gross Settlement Amount" means the gross settlement amount of Five Hundred Thirty Thousand Dollars ($530,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which amount includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the General Release Payment, the PAGA Settlement Amount, and Settlement Administration Costs. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, which shall not be paid from the Gross Settlement Amount.

16. "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Fund and PAGA Fund.

17. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the

General Release Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

18. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement, submitted using the Notice of Objection form attached hereto as Exhibit B. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, telephone number, signature, and last four digits of his or her Social Security number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

19. "PAGA Members" means all current and former hourly-paid or non-exempt supply chain associates employed by Defendant in California at any time during the PAGA Period.

20. "PAGA Period" means the period from August 5, 2023 through the date of Preliminary Approval.

21. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Lab. Code sections 2698, *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that Forty-Five Thousand Dollars ($45,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Sixty-Five Percent (65%), or Twenty-Nine Thousand Two Hundred Fifty Dollars ($29,250), of the PAGA Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Thirty-Five Percent (35%), or Fifteen Thousand Seven Hundred Fifty Dollars ($15,750) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement Class.

22. "Parties" means Plaintiff and Defendant collectively.

23. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

24. "Plaintiff" means Plaintiff Javier Felix.

25. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

26. "Released Class Claims" means all claims, debts, rights, demands, liabilities, obligations, damages, actions, and causes of action, arising on or before Preliminary Approval, that are alleged in the Amended Complaint or any of the notices Plaintiff submitted to the LWDA dated August 5, 2024, August 6, 2024, August 12, 2024, and July 23, 2026 (collectively, "PAGA Notices"), or which could have been alleged based on the facts alleged in the Amended Complaint or any of the PAGA Notices, including claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 *et seq.* (California Warehouse Quotas Law, AB 701), 2802, 2810.5, 6401, and 6403; the applicable IWC Wage Order(s), including without limitation Title 8, Section 11070, Subdivision 5(a); Code of Civil Procedure section 1021.5; Business & Professions Code sections 17200 *et seq.*; and the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, including without limitation claims for unpaid minimum wages, unpaid overtime compensation, and unreimbursed business expenses under the FLSA.

27. "Released PAGA Claims" means all PAGA claims (i.e., claims arising under Labor Code sections 2698, et seq.), arising on or before Preliminary Approval, that were alleged in the Amended Complaint or any of the PAGA Notices, that could have been alleged based on the facts alleged in the Amended Complaint or any of the PAGA Notices, or that are based on any facts discovered in the course of litigating the Action, including claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 *et seq.* (California Warehouse Quotas Law, AB 701), 2698 et seq., 2802, 2810.5, 6401, and 6403; the applicable IWC Wage Order(s), including without limitation Title 8, Section 11070, Subdivision 5(a).

28. "Released Parties" means Defendant and all of its present, former, and future, direct and indirect parents, subsidiaries, corporations in common control, owners, divisions, concepts, co employers, related or affiliated companies, joint ventures, members, officers, directors, employees, contractors, partners (both general and limited), shareholders, investors, agents, attorneys, representatives, benefit plans, insurers, re-insurers, predecessors, successors, and assigns; each and all of

the present, former, and future, direct and indirect owners, members, officers, directors, employees, contractors, partners (both general and limited), shareholders, investors, agents, attorneys, representatives, benefit plans, insurers, re-insurers, predecessors, successors, and assigns of such parents, subsidiaries, corporations in common control, divisions, concepts, co-employers, related or affiliated companies, and joint ventures; and any other individual or entity acting by, through, under, or in concert with any of them.

29. "Request for Exclusion" means a timely, completed opt-out form, substantially in the form attached hereto as Exhibit C, submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number, and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be personally signed by the Class Member; (c) be returned to the Settlement Administrator; (d) confirm that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline. The Request for Exclusion must be personally signed by the Class Member who seeks to opt out of the Settlement. No Class Member may opt out by having a request to opt out submitted by an actual or purported attorney or agent acting on behalf of the Class Member. No opt out request may be made on behalf of a group of Class Members.

30. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

31. "Settlement Administration Costs" means the costs to be paid from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,

any such costs exceeding the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately Two Thousand (2,000) Class Members, the Settlement Administration Costs are currently estimated to be Eighteen Thousand Dollars ($18,000).

32. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

33. "Workweeks" means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. Workweeks shall be calculated by Defendant based on its records. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

Subject to Court approval, the Plaintiff, on behalf of himself and the Settlement Class, the PAGA Members, and the State of California, and Defendant agree as follows:

34. Amended Complaint for Settlement Purposes. As a condition of settlement, and pursuant to the Parties' stipulation, subject to Court approval, Plaintiff will file an Amended Complaint to conform the pleadings with the scope of the Released Class Claims and Released PAGA Claims. Defendant will file an answer to the Amended Complaint including a general denial and various separate and additional defenses. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the Amended Complaint will be deemed withdrawn and the previous second amended complaint will again become the operative complaint. Defendant does not impliedly or expressly waive any arguments or defenses to the Amended Complaint or any complaint filed in the Action.

35. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the Gross Settlement Amount of Five Hundred Thirty Thousand Dollars ($530,000) into a Qualified

Settlement Account to be established by the Settlement Administrator. Defendant will pay an amount sufficient to cover the employer's share of payroll taxes separately, which amount the Settlement Administrator shall calculate and communicate to Defendant no later than fourteen (14) calendar days from the date of Final Approval of the Settlement. After the Effective Date, the following will be paid from the Gross Settlement Amount: (a) Individual Settlement Payments; (b) the LWDA Payment; (c) the Class Representative Enhancement Payment; (d) the General Release Payment; (e) Attorneys' Fees and Costs; and (f) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and an amount sufficient to cover the employer's share of payroll taxes within fifteen (15) business days after the Effective Date ("Funding Date").

36. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Seventy-Six Thousand Six Hundred Sixty-Seven Dollars ($176,667), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, mediation fees, investigations costs, etc.), not to exceed Seventy Thousand Dollars ($70,000), both of which will be paid from the Gross Settlement Amount. The failure of the Court to approve the amount of Attorneys' Fees and Costs sought by Class Counsel shall not be grounds for Plaintiff to terminate the Settlement.

37. Class Representative Enhancement Payment. Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Five Thousand Dollars ($5,000) in recognition of his effort and work in prosecuting the Action on behalf of Class Members. The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment and General Release Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible for paying any and all applicable taxes on the Class Representative Enhancement Payment. The failure of the Court to approve the Class Representative Enhancement Payment (or the amount thereof) sought by Plaintiff shall not be grounds for Plaintiff to terminate the Settlement.

38. General Release Payment. In exchange for Plaintiff's general release of all claims against the Released Parties, Defendant agrees not to oppose or impede any application or motion for a

General Release Payment of up to Ten Thousand Dollars ($10,000). The General Release Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment and Class Representative Enhancement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible for paying any and all applicable taxes on the General Release Payment. The failure of the Court to approve the General Release Payment (or the amount thereof) sought by Plaintiff shall not be grounds for Plaintiff to terminate the Settlement.

39. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Eighteen Thousand Dollars ($18,000). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

40. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Forty-Five Thousand Dollars ($45,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Sixty-Five Percent (65%), or Twenty-Nine Thousand Two Hundred Fifty Dollars ($29,250), of this sum will constitute the LWDA Payment, and Thirty-Five Percent (35%), or Fifteen Thousand Seven Hundred Fifty Dollars ($15,750), will constitute the PAGA Fund to be paid to PAGA Members, with each PAGA Member receiving his or her individual portion of that amount in proportion to the number of Workweeks he or she worked during the PAGA Period.

41. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their share of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement.

42. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating

Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

43. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

44. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period, respectively. Specific calculations of Individual Settlement Payments will be made as follows:

44(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

44(b) Payments from the PAGA Fund. Defendant will calculate the total number

of Workweeks worked by each PAGA Member during the PAGA Period and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. The entire PAGA Fund will be disbursed to all PAGA Members.

44(c) The Parties acknowledge that many Participating Class Members will also be PAGA Members entitled to a share of the PAGA Fund. For any individual who is both a Participating Class Member and a PAGA Member, the Settlement Administrator shall combine that individual's payment from the Net Settlement Fund and his or her payment from the PAGA Fund into a single check. Individuals who are PAGA Members but not Participating Class Members shall receive only their share of the PAGA Fund, as a separate payment. Individuals who are Participating Class Members but not PAGA Members shall receive only their payment from the Net Settlement Fund, as a separate payment.

45. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

46. Administration Process. The Parties agree to cooperate in the administration of the

settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

47. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

48. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

49. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will, within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security Number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

50. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,

or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

51. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

52. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his/her/their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

54. Escalator. Defendant estimates that during the period from October 4, 2022 to May 21, 2026, Class Members worked an aggregate total of approximately One Hundred Thirty-Five Thousand (135,000) Workweeks during the Class Period. If the actual aggregate total of Workweeks worked during the Class Period exceeds this estimate by more than Ten Percent (10%) (i.e., if the actual aggregate total exceeds One Hundred Forty-Eight Thousand Five Hundred (148,500) Workweeks), then Defendant shall have the option, in its sole discretion, to either: (a) increase the Gross Settlement Amount proportionately by the same percentage points above the Ten Percent (10%) allowance by

which the actual aggregate total of Workweeks exceeds the estimate (e.g., if the total number of Workweeks increases by Eleven Percent (11%), the Gross Settlement Amount will increase by One Percent (1%)); or (b) advance the end date of the Class Period and PAGA Period to the last date on which the total number of Workweeks worked by Class Members in aggregate during the Class Period is no greater than One Hundred Forty-Eight Thousand Five Hundred (148,500). Defendant shall notify Class Counsel and the Settlement Administrator of the actual aggregate total of Workweeks within seven (7) calendar days of the Settlement Administrator's receipt of the Class List. Defendant shall elect option (a) or option (b) within that same seven (7) calendar day period.

55. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval of the Settlement.

56. Releases by Participating Class Members. Upon the Funding Date, all Participating Class Members shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly released, waived, and relinquished all the Released Class Claims. Participating Class Members shall not sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims and shall be barred from filing any actions, claims, complaints, or proceedings against any of the Released Parties relating to any of the Released Class Claims with any court or agency (including without limitation the California Division of Labor Standards Enforcement), or from initiating any other proceedings against any of the Released Parties for any of the Released Class Claims. Participating Class Members' release, waiver, and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of any of the Released Class Claims in any other class, collective, or representative action.

57. Releases by PAGA Members and the State of California. Upon the Funding Date, all PAGA Members and the State of California shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressed released, waived, and relinquished all the Released PAGA Claims. PAGA Members shall be barred from bringing, joining, or otherwise participating in a

PAGA representative action or otherwise making, joining, or otherwise participating in a claim against any of the Released Parties for any of the Released PAGA Claims, and the State of California shall also be barred from pursuing recovery of any civil penalties or any other monetary or nonmonetary relief permitted under PAGA from any of the Released Parties for any of the Released PAGA Claims. The Final Approval Order and Judgment shall have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969 as if the PAGA claims alleged by Plaintiff had been litigated to a judgment covering all PAGA Members (including Plaintiff). This means that, by operation of the Final Approval Order and Judgment, neither the State of California nor any of the PAGA Members (including Plaintiff) may pursue recovery of civil penalties or any other monetary or nonmonetary relief permitted under PAGA from Defendant or any of the Released Parties for any of the Released PAGA Claims.

58. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs incurred to the date of rescission.

59. Objection Procedures. To object to the Settlement Agreement, a Class Member may either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object by either submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

60. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and promptly report whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will promptly provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the LWDA; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

62. Un-cashed Settlement Checks. Checks tendered to Participating Class Members and PAGA Members shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and shall thereafter be automatically cancelled if not cashed, deposited, or otherwise negotiated by the Participating Class Member or PAGA Member within that time, although the individual shall remain a Participating Class Member and/or PAGA Member, as applicable, bound by the Final Approval Order and Judgment. After one hundred and eighty (180) days, any amounts from cancelled checks shall be transmitted to the California Controller's Office Unclaimed Property Division, with an identification of the person to whom the funds belong, in accordance with California Code of Civil Procedure section 384, to be held in trust for those persons who did not timely cash their settlement checks. Any checks tendered to Participating Class Members or PAGA Members that are returned as undeliverable will also be transmitted to the California Controller's Office Unclaimed Property Division with an identification of the person to whom the funds belong, in accordance with Code of Civil Procedure section 384, to be held in trust for those persons. The Parties agree that this disposition results in no "unpaid residue" under Code of Civil Procedure section 384, as the entire Net Settlement Fund will be paid out to Participating Class Members and the entire PAGA Fund will be paid out to PAGA Members, whether or not they all cash their settlement checks. Therefore, Defendant will not be required

to pay any interest on such amounts. Administration of the Settlement shall be completed no later than two hundred seventy (270) days from the Effective Date barring extraordinary circumstances.

63. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

64. Treatment of Individual Settlement Payments. All payments to Participating Class Members from the Net Settlement Fund will be allocated as follows: (a) Twenty Percent (20%) of each payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued. Each Participating Class Member and PAGA Member shall be responsible for paying his or her share of applicable federal, state, and local income taxes on all amounts such person receives pursuant to this Agreement.

65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

66. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Plaintiff, Class Counsel, Defendant, or the Settlement Administrator in this regard.

67. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR

WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

68. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

69. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, including the exercise by Defendant of the right to rescind the Settlement in Section 58, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void (with the exception of this Section and Section 58). Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

70. Effect of Denial of Approval; Federal Refiling. In the event the Court denies preliminary

or final approval of the proposed Settlement, Plaintiff shall dismiss this Action without prejudice within thirty (30) calendar days of such denial and refile it in the United States District Court for the Central District of California. Such dismissal and refiling shall be subject to a tolling agreement, which shall toll and preserve all applicable statutes of limitations as if no dismissal had occurred, effective from the date of the original filing of the Action. Plaintiff further agrees not to oppose or challenge on timeliness or any other grounds any subsequent removal or refiling of this Action in federal court. Defendant's prior consent to remand this Action to state court for settlement purposes shall not be deemed a waiver of Defendant's right to federal jurisdiction in any subsequent proceeding.

71. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, and (c) setting a date for a final fairness hearing. The Preliminary Approval Order, substantially in the form attached hereto as Exhibit D, will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit to the Court this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Prior to filing, Class Counsel shall provide Defendant's counsel with a draft of the Motion for Preliminary Approval of Class Action and PAGA Settlement and proposed order no later than five (5) calendar days before the anticipated filing date, and Defendant's counsel shall have the opportunity to review and comment on such papers within that period.

72. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment and General Release Payment; (c) Individual Settlement Payments; (d) the LWDA Payment; and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel

will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. Prior to filing, Class Counsel shall provide Defendant's counsel, no later than five (5) calendar days before the anticipated filing date, with a draft of the Motion for Final Approval of Class Action and PAGA Settlement and a proposed order and judgment, with the proposed order and judgment to be substantially in the form attached hereto as Exhibit E. Defendant's counsel shall have the opportunity to review and comment on such papers within that period.

73. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction over the Parties solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

74. Release by Plaintiff. Upon the Funding Date, Plaintiff and each of his successors, assigns, heirs, personal representatives, and all those who claim through him or who assert claims on his behalf, shall each be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly released, waived, and relinquished any and all claims, demands, rights, liabilities, and causes of action he has or has ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act from the beginning of time to the date Plaintiff signs this Agreement, including but not limited to any claims arising from or related to his employment by Defendant or the termination of such employment. This general release by Plaintiff shall become effective upon the Funding Date and include all statutory claims, common law claims (including but not limited to those sounding in contract, tort, and equity), and claims for compensation to the fullest extent permitted by law. Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the claims that he has released herein.

75. Plaintiff's Waiver of Civil Code Section 1542. Plaintiff acknowledges that the general release herein, pertaining to him individually, includes potential claims and costs that may not be known or suspected by him to exist, and he hereby expressly and affirmatively waives and relinquishes any and all rights and benefits which may otherwise exist relating to the claims he has generally released herein pursuant to Civil Code section 1542, and any similar law of any state or territory of the United States. Civil Code section 1542 states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

76. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

77. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize Civil Code section 1625 and Code of Civil Procedure section 1856, subdivision (a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

78. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

80. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

81. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

82. Notification to the LWDA. Plaintiff shall submit to the LWDA a copy of this Agreement at the same time that it is submitted to the Court, in accordance with Labor Code section 2699, subdivision (s)(2). Further, Plaintiff shall submit to the LWDA a copy of the Judgment in this Action within ten (10) days after its entry, in accordance with Labor Code section 2699, subdivision (s)(3).

83. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

84. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

85. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement

valid and enforceable.

86. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

87. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void, and the Parties shall be returned to their positions with respect to the Action as if this Agreement had not been entered into. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

88. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

89. Sexual Harassment Claims. Nothing in this Agreement is intended to prevent or restrict

discussion or disclosure of factual information regarding sexual assault, sexual harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or discrimination or any other conduct for which there is reason to believe said conduct is unlawful), failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

90. No Public Comment. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement.

91. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

92. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

93. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

94. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

95. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

96. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good

Docusign Envelope ID: 272ECA53-CEA6-81C4-8081-A8D6641D08B3

faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

97. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 10/9/2026

Signed by:
Q2A11E930A8646A...

Javier Felix

DEFENDANT STAPLES CONTRACT & COMMERCIAL LLC

Dated: _____

Kevin V. Jones
as an authorized representative for Defendant
Staples Contract & Commercial LLC

faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

97. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Javier Felix

DEFENDANT STAPLES CONTRACT & COMMERCIAL LLC

Dated: 10/9/2026

Kevin V. Jones
as an authorized representative for Defendant
Staples Contract & Commercial LLC

APPROVED AS TO FORM ONLY

CAPSTONE LAW APC

Dated: 10/09/2026

By: _____
Raul Perez
Attorneys for Plaintiff Javier Felix

LAW OFFICES OF MARK YABLONOVICH

Dated: 10/09/2026

By: _____
Mark Yablonovich
Attorneys for Plaintiff Javier Felix

DAVIS WRIGHT TREMAINE LLP

Dated: _____

By: _____
David P. Zins
Attorneys for Defendant Staples Contract & Commercial LLC

APPROVED AS TO FORM ONLY

CAPSTONE LAW APC

Dated: _____ By: _____
Raul Perez
Attorneys for Plaintiff Javier Felix

LAW OFFICES OF MARK YABLONOVICH

Dated: _____ By: _____
Mark Yablonovich
Attorneys for Plaintiff Javier Felix

DAVIS WRIGHT TREMAINE LLP

Dated: 10/9/2026 By: _____
David P. Zins
Attorneys for Defendant Staples Contract & Commercial LLC

Exhibit A

Javier Felix v. Staples Contract & Commercial LLC, No. CIVSB2424236
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--****

To: All current and former hourly-paid or non-exempt supply chain associates employed by Defendant Staples Contract & Commercial LLC ("Defendant") in California at any time during the period from October 4, 2022 through the date of Preliminary Approval ("Class Members").

All current and former hourly-paid or non-exempt supply chain associates employed by Defendant in California at any time during the period from August 5, 2023 through the date of Preliminary Approval ("PAGA Members").

On _____, the Honorable Kevin C. Lee of the San Bernardino County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the class settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _.m. on _____, 202_ in Department S26 of the San Bernardino County Superior Court, located at 247 W. Third St., San Bernardino, California 92415.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert any of the Released Class Claims against any of the Released Parties.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [DATE]**	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to assert any of the Released PAGA Claims against any of the Released Parties, regardless of whether they opt-out of the class settlement.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department S26 of the San Bernardino County Superior Court located at 247 W. Third St., San Bernardino, California 92415. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or via the Court's virtual appearance platform. Participating Class Members can verbally object to the class portion of the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Javier Felix, on his own behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Stephanie Chow, Esq., an experienced and well-respected class action mediator. With Ms. Chow's guidance, the parties were able to negotiate a complete settlement of Plaintiff's claims.

Counsel for Plaintiff, who have been appointed by the Court to represent the Class, Capstone Law APC and the Law Offices of Mark Yablonovich ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and contends that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of $530,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Enhancement Payment of $5,000 to Javier Felix for his services on behalf of the class, and a General Release Payment of $10,000 to Mr. Felix for a general release of all known and unknown claims arising out of his employment with Defendant; (3) $176,667 in attorneys' fees and up to $70,000 in litigation costs and expenses; (4) a

$45,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a $29,250 payment to the California Labor and Workforce Development Agency ("LWDA") and a $15,750 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at $18,000. After deducting the above payments, a total of approximately $_ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the $15,750 PAGA Fund, regardless of whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from October 4, 2022 through the date of Preliminary Approval ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you were employed in a non-exempt position for a total of ____ Workweeks during the Class Period. Accordingly, your estimated payment from the Net Settlement Fund is approximately $_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from August 5, 2023 through the date of Preliminary Approval ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you were employed in a non-exempt position for a total of ____ Workweeks during the PAGA Period. Accordingly, your estimated payment from the PAGA Fund is approximately $_____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately $_____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator
c/o _____
Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment from the Net Settlement Fund will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – ***Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released, waived, and relinquished all the Released Class Claims against all the Released Parties, and if you are also a PAGA Member, all the Released PAGA Claims against all the Released Parties:

> **Released Class Claims**: All claims, debts, rights, demands, liabilities, obligations, damages, actions, and causes of action, arising on or before Preliminary Approval, that are alleged in the Amended Complaint or any of the notices Plaintiff submitted to the LWDA dated August 5, 2024, August 6, 2024, August 12, 2024, and July 23, 2026 (collectively, "PAGA Notices"), or which could have been alleged based on the facts alleged in the Amended Complaint or any of the PAGA Notices, including claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 et seq. (California Warehouse Quotas Law, AB 701), 2802, 2810.5, 6401, and 6403; the applicable IWC Wage Order(s), including without limitation Title 8, Section 11070, Subdivision 5(a); Code of Civil Procedure section 1021.5; Business & Professions Code sections 17200 et seq.; and the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., including without limitation claims for unpaid minimum wages, unpaid overtime compensation, and unreimbursed business expenses under the FLSA.
>
> **Released PAGA Claims**: All PAGA claims (i.e., claims arising under Labor Code sections 2698, et seq.), arising on or before Preliminary Approval, that were alleged in the Amended Complaint or any of the PAGA Notices, that could have been alleged based on the facts alleged in the Amended Complaint or any of the PAGA Notices, or that are based on any facts discovered in the course of litigating the Action, including claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 et seq. (California Warehouse Quotas Law, AB 701), 2698 et seq., 2802, 2810.5, 6401, and 6403; and the applicable IWC Wage Order(s), including without limitation Title 8, Section 11070, Subdivision 5(a).
>
> **Released Parties**: Defendant and all of its present, former, and future, direct and indirect parents, subsidiaries, corporations in common control, owners, divisions, concepts, co employers, related or affiliated companies, joint ventures, members, officers, directors, employees, contractors, partners (both general and limited), shareholders, investors, agents, attorneys, representatives, benefit plans, insurers, re-insurers, predecessors, successors, and assigns; each and all of the present, former, and future, direct and indirect owners, members, officers, directors, employees, contractors, partners (both general and limited), shareholders, investors, agents, attorneys, representatives, benefit plans, insurers, re-insurers, predecessors, successors, and assigns of such parents, subsidiaries, corporations in common control,

divisions, concepts, co-employers, related or affiliated companies, and joint ventures; and any other individual or entity acting by, through, under, or in concert with any of them.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the class settlement, you may exclude yourself by submitting the enclosed Request for Exclusion form. The Request for Exclusion must be postmarked no later than [DATE]. If you submit a Request for Exclusion which is not postmarked by [DATE], your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund. In other words, you may not opt out of the PAGA portion of the settlement, even if you opt out of the class settlement.

Option 3 – *Object to the Settlement*

If you want to object to the class settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the class settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections can be submitted via the enclosed form. The objection must be mailed to the administrator at [INSERT ADDRESS].

All written objections must be postmarked by not later than _____2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the San Bernardino County Superior Court and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

You may not object to the PAGA portion of the settlement, even if you object to the class settlement.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1860
Los Angeles, CA 90067
Phone: 1 (888) 322-3680

Monica Balderrama
Law Offices of Mark Yablonovich
9465 Wilshire Blvd., Suite 300
Beverly Hills, CA 90212
Phone: (310) 286-0246

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Javier Felix v. Staples Contract & Commercial LLC, No. CIVSB2424236
CORTE SUPERIOR DEL ESTADO DE CALIFORNIA, PARA EL CONDADO DE SAN BERNARDINO
AVISO DEL ACUERDO DE LA DEMANDA COLECTIVA

Usted no está siendo demandado. Este aviso afecta sus derechos. Por favor léalo cuidadosamente

Para: Todos los empleados actuales y anteriores de la cadena de suministro, pagados por hora y no exentos, empleados por el Demandado Staples Contract & Commercial LLC ("Demandado") en California en cualquier momento durante el período desde el 4 de octubre del 2022 hasta la fecha de Aprobación Preliminar ("Miembros de la Clase").

Todos los empleados actuales y anteriores de la cadena de suministro, pagados por hora y no exentos, empleados por el Demandado en California en cualquier momento durante el período desde el 5 de agosto del 2023 hasta la fecha de Aprobación Preliminar ("Miembros de PAGA").

El _____, el Honorable Kevin C. Lee de la Corte Superior del Condado de San Bernardino concedió la aprobación preliminar de este acuerdo de demanda colectiva y ordenó a los litigantes notificar a todos los Miembros de la Clase del acuerdo. **Usted ha recibido este aviso porque los registros del Demandado indican que usted es un Miembro de la Clase, y por lo tanto tiene derecho a un pago del acuerdo.**

A menos de que usted opte por excluirse del acuerdo siguiendo los procedimientos descritos a continuación, usted será considerado un Miembro de la Clase y, si la Corte concede la aprobación final del acuerdo, se le enviará por correo un cheque por su parte del fondo del acuerdo. La Audiencia de Aprobación Final sobre la adecuación, razonabilidad y equidad del Acuerdo se llevará a cabo a las _:00 _.m. el _____, 202_, en el Departamento S26 de la Corte Superior del Condado de San Bernardino ubicada en 247 W. Third St., San Bernardino, California 92415.

Por favor, tenga en cuenta también que la Audiencia de Aprobación Final puede ser reprogramada por la Corte para otra fecha y/o hora. Por favor, visite [settlement website] para cualquier cambio de horario.

Si se muda, usted debe enviar al Administrador del Acuerdo su nueva dirección; de lo contrario, es posible que nunca reciba su pago del acuerdo. Es su responsabilidad mantener una dirección actualizada archivada con el Administrador del Acuerdo.

RESUMEN DE SUS DERCHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Usted No Tiene Que Hacer Nada para Participar en el Acuerdo	Si usted no hace nada, usted se considerará un "Miembro Participante de la Clase," y será elegible para un pago del Fondo Neto del Acuerdo y, si usted es también un Miembro de PAGA, el Fondo de PAGA. En cambio, usted estará obligado por los términos del Acuerdo propuesto y renunciará a su derecho de presentar los Reclamos Liberados de la Clase en contra de cualquiera de las Partes Liberadas.
Usted puede Optar por Excluirse del Acuerdo de la Clase, pero no del Acuerdo de PAGA **La Fecha Límite de Exclusión es el [DATE]**	Si usted no desea participar en el acuerdo propuesto de la clase, usted puede optar por excluirse del acuerdo de la clase enviando al Administrador del Acuerdo una Solicitud de Exclusión por escrito. Una vez excluido, ya no será elegible para un pago del Fondo Neto del Acuerdo y no estará obligado por los términos del acuerdo propuesto de la clase. Usted no puede optar por excluirse de la porción de PAGA del Acuerdo propuesto. Los Miembros de PAGA siguen siendo elegibles para recibir un pago del Fondo de PAGA y deben renunciar a sus derechos de presentar cualquiera de los Reclamos Liberados de PAGA en contra de cualquiera de las Partes Liberadas, sin importar si se excluyeron del acuerdo de la clase.

Los Miembros Participantes de la Clase Pueden Objetar al Acuerdo de la Clase, pero no al Acuerdo de PAGA **Las Objeciones Escritas Deben Ser Presentadas antes del [DATE]**	Todos los Miembros de la Clase que no opten por excluirse ("Miembros Participantes de la Clase") pueden objetar a cualquier aspecto del acuerdo propuesto de la clase, pero no al acuerdo de PAGA.
Usted Puede Participar en la Audiencia de Aprobación Final el [DATE]	La Audiencia de Aprobación Final de la Corte está programada para llevarse a cabo el [DATE] en el Departamento S26 de la Corte Superior del Condado de San Bernardino ubicada en 247 W. Third St., San Bernardino, California 92415. Usted no tiene que asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre por su propia cuenta), en persona, por teléfono o utilizando la plataforma de comparecencia virtual de la Corte. Los Miembros Participantes de la Clase pueden objetar de maneral verbal al Acuerdo en la Audiencia de Aprobación Final. Si la Corte concede la aprobación final del Acuerdo a pesar de su objeción, usted recibirá un pago del Fondo Neto del Acuerdo y estará obligado por los términos del Acuerdo y la Liberación.

Resumen del Litigio

El Demandante en su nombre y en nombre de todos los demás empleados no exentos, actuales y anteriores, alegan que el Demandado violó las leyes laborales del estado de California como resultado de su supuesto incumplimiento, entre otras cosas, de: (1) pagar los salarios mínimos y de las horas extras a los empleados por todas las horas trabajadas; (2) proporcionar a los empleados con los períodos de comida y de descanso; (3) pagar oportunamente todos los salarios adeudados a los empleados durante cada período de pago y a la terminación de su empleo; y (4) proporcionar a los empleados las declaraciones salariales precisas y detalladas.

Después del intercambio de información y pruebas pertinentes, las partes acordaron participar en negociaciones del acuerdo en un intento de resolver de manera informal los reclamos en el caso. Las partes participaron en una mediación con Stephanie Chow, Lic, una mediadora de demandas colectivas con experiencia y respetada. Con la orientación de la Sra. Chow, las partes pudieron negociar un acuerdo completo de los reclamos del Demandante.

Los abogados del Demandante, quienes abogados fueron designados por la Corte para representar a la clase, Capstone Law APC y Law Offices of Mark Yablonovich ("Abogados de la Clase"), han investigado y estudiado los hechos y circunstancias subyacentes a los asuntos presentados en el caso y la ley aplicable. Aunque los Abogados de la Clase creen que los reclamos alegados en esta demanda tienen mérito, los Abogados de la Clase también reconocen que el riesgo y el gasto de continuar el litigio justifican un acuerdo. Según lo anterior, los Abogados de la Clase creen que el acuerdo propuesto es justo, adecuado, razonable, y en el mejor interés de los Miembros de la Clase.

El Demandado ha negado, y continúa negando, las alegaciones de hecho y legales en el caso y cree que tiene defensas válidas en contra de los reclamos del Demandante. Al aceptar llegar a un acuerdo, el Demandado no admite responsabilidad sobre ninguna de las alegaciones de hecho o reclamos en el caso o que el caso pueda o deba proceder como una demanda colectiva. El Demandado ha acordado resolver el caso como parte de un compromiso con el Demandante.

Resumen de los Términos del Acuerdo Propuesto

El Demandante y el Demandado ha acordado resolver los reclamos de la clase subyacentes a cambio de una Cantidad Bruta del Acuerdo de $530,000. Esta cantidad incluye: (1) los pagos individuales del acuerdo a todos los Miembros Participantes de la Clase; (2) el Pago de Mejora del Representante de la Clase de $5,000, a Javier Felix por sus servicios en nombre de la clase, y el Pago de la Liberación General de $10,000, para el Sr. Felix, por las liberaciones de todos los reclamos conocidos y desconocidos que surjan de su empleo con el Demandado; (3) $176,667 en honorarios de abogados y hasta $70,000 en costos y gastos de litigio; (4) un acuerdo de $45,000 de los reclamos bajo la Ley General de Abogados Privados del 2004 del Código Laboral ("PAGA," por sus siglas en inglés), incluyendo un pago de $29,250 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA," por sus siglas en inglés) en relación con la PAGA, y un pago de $15,750 ("Fondo de PAGA") a todos los Miembros de PAGA; y (5) honorarios y gastos razonables del Administrador del Acuerdo estimados actualmente ser de $18,000. Después de deducir los pagos anteriores, un total de aproximadamente $___ se asignará a los Miembros de la Clase que no se excluyeron de la Clase del Acuerdo ("Fondo Neto del Acuerdo"). Además, todos los Miembros de PAGA recibirán una parte proporcional del Fondo de PAGA de $15,750, sin importar si optan por excluirse de la Clase del Acuerdo.

Pagos del Fondo Neto del Acuerdo. El Demandado calculará el número total de Semanas de Trabajo trabajadas por cada Miembro de la Clase desde el 4 de octubre del 2022 hasta la fecha de Aprobación Preliminar ("Período de la Clase") y el número total agregado de Semanas de Trabajo trabajadas por todos los Miembros de la Clase durante el Período de la Clase. Para determinar la parte estimada de cada Miembro de la Clase del Fondo Neto del Acuerdo, el Administrador del Acuerdo utilizará la siguiente fórmula: El Fondo Neto del Acuerdo se dividirá por el número total agregado de Semanas de Trabajo durante el Período de la Clase, lo que dará como resultado el "Valor de la Semana de Trabajo." La parte de cada Miembro de la Clase del Fondo Neto del Acuerdo se calculará multiplicando el número total de Semanas de Trabajo de cada Miembro de la Clase individual por el Valor de la Semana de Trabajo. El Pago Individual del Acuerdo se reducirá por cualquier deducción requerida para cada Miembro de la Clase como se establece de manera específica aquí en este documento, incluyendo las retenciones o deducciones fiscales por parte del empleado. Si hay alguna Solicitud de Exclusión válida y oportuna, el Administrador del Acuerdo aumentará proporcionalmente la parte de cada Miembro Participante de la Clase del Fondo Neto del Acuerdo según el número de Semanas de Trabajo trabajadas, de modo que la cantidad realmente distribuida a la Clase del Acuerdo sea igual al 100% del Fondo Neto del Acuerdo.

Según los registros del Demandado, usted fue empleado en una posición no exenta durante el Período de la Clase por un total de ____ Semanas de Trabajo. En consecuencia, su pago estimado del Fondo Neto del Acuerdo es de aproximadamente de $_____.

Pagos del Fondo de PAGA. El Demandado calculará el número total de Semanas de Trabajo trabajadas por cada Miembro de PAGA desde el 5 de agosto del 2023 hasta la fecha de Aprobación Preliminar ("Período de PAGA") y el número total agregado de Semanas de Trabajo trabajadas por todos los Miembros de PAGA durante el Período de PAGA. Para determinar la parte estimada de cada Miembro de PAGA del Fondo de PAGA, el Administrador del Acuerdo utilizará la siguiente fórmula: El Fondo de PAGA se dividirá por el número total agregado de Semanas de Trabajo durante el Período de PAGA, lo que dará como resultado el "Valor de la Semana de Trabajo de PAGA." La parte de cada Miembro de PAGA del Fondo de PAGA se calculará multiplicando el número total de Semanas de Trabajo de cada Miembro de PAGA individual por el Valor de la Semana de Trabajo de PAGA. Una Solicitud de Exclusión no excluye a un Miembro de PAGA de la liberación de reclamos conforme a las §§ 2698, *y siguientes* del Código Laboral de California y el Miembro de PAGA recibirá su porción del fondo de PAGA aun si él/ella/ellos presentan una Solicitud de Exclusión válida.

Según los registros del Demandado, usted trabajó durante el Período de la Clase en una posición no exenta por un total de ____ Semanas de Trabajo durante el Período de PAGA. En consecuencia, su pago estimado de la Cantidad Neta del Acuerdo es de aproximadamente de $_____.

Su Pago Estimado: Según lo anterior, su pago estimado del acuerdo es de aproximadamente de $_____. Si cree que la información sobre las Semanas de Trabajo proporcionada anteriormente no es correcta, por favor comuníquese con el Administrador del Acuerdo para disputar el cálculo. Usted debe adjuntar toda la documentación en apoyo de su disputa (como talones de cheques, W2 o cartas de Recursos Humanos). Todas las disputas deben tener el sello postal o ser enviadas por fax en o antes del [insert date of Response Deadline], y deben ser enviadas a:

Administrador del Acuerdo
c/o _____
Fax No. _____

Si usted disputa la información que se indica anteriormente, los registros del Demandado regirán a menos de que usted pueda proporcionar la documentación que establezca lo contrario.

Impuestos sobre los Pagos del Acuerdo. Las Formas W-2 y 1099 del IRS se distribuirán a los Miembros Participantes de la Clase y a las autoridades fiscales correspondientes reflejando los pagos que reciban conforme al acuerdo. Los Miembros de la Clase deben consultar a sus asesores fiscales con respecto a las consecuencias fiscales de los pagos que reciban conforme al Acuerdo. Para los propósitos de este acuerdo, el 20% de cada pago del acuerdo se asignará como salarios para los cuales se emitirán las Formas W-2 del IRS, y el 80% se asignará como no salarios para los cuales se emitirán las Formas 1099-MISC del IRS. Los pagos emitidos a los Miembros de PAGA del Fondo de PAGA serán tratados como no salarios para los cuales se emitirán las Formas 1099-MISC del IRS.

Sus Opciones Conforme al Acuerdo

Opción 1 – ***Automáticamente Recibir un Pago del Acuerdo***

Si usted desea recibir su pago del acuerdo, entonces ninguna acción adicional se requiere de su parte. Usted automáticamente recibirá su pago del acuerdo del Administrador del Acuerdo siempre y cuando el Acuerdo reciba la aprobación final por la Corte.

Si usted elige la **Opción 1**, y si la Corte concede la aprobación final del acuerdo, se le enviará por correo un cheque por su parte de los fondos del acuerdo. Además, en la fecha en que el Demandado pague completamente la Cantidad Bruta del Acuerdo, usted se considerará que ha liberado o renunciado a los Reclamos Liberados de la Clase, y si usted también es un Miembro de PAGA, todos los Reclamos Liberados de PAGA en contra de todas las Partes Liberadas:

> **Reclamos Liberados de la Clase:** Todos los reclamos, deudas, derechos, demandas, obligaciones, acciones y causas de acción que hayan surgido en o antes de la fecha de la Aprobación Preliminar, que se aleguen en la Demanda Modificada o en cualquiera de los avisos que el Demandante haya presentado ante la LWDA con fecha del 5 de agosto del 2024, 6 de agosto del 2024, 12 de agosto del 2024 y 23 de julio del 2026 (en conjunto, "Avisos de PAGA"), o que pudieran haber sido alegadas sobre la base de los hechos alegados en la Demanda Modificada o en cualquiera de los Avisos de PAGA, incluyendo los reclamos de conformidad con las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 y siguientes del Código Laboral (Ley de Cuotas de Almacenes de California, AB 701), 2802, 2810.5, 6401 y 6403; las Órdenes Salariales de la IWC aplicables, incluyendo, entre otras, el Título 8, artículo 11070, apartado 5(a); la sección 1021.5 del Código de Procedimiento Civil; las secciones 17200 y siguientes del Código de Negocios y Profesiones; y la Ley de Normas Justas de Trabajo (FLSA), 29 U.S.C. §§ 201 y siguientes, incluyendo, sin limitación, los reclamos por salarios mínimos no pagados, compensación por horas extras no pagadas y gastos de negocio no reembolsados según la FLSA.

Reclamos Liberados de PAGA: Todas las reclamaciones al amparo de la PAGA (es decir, las reclamaciones derivadas de los artículos 2698 y siguientes del Código Laboral), que hayan surgido en o antes de la fecha de la Aprobación Preliminar, que se aleguen en la Demanda Modificada o en cualquiera de los avisos de PAGA que pudieran haber sido alegadas sobre la base de los hechos alegados en la Demanda Modificada o en cualquiera de los Avisos de PAGA, incluyendo los reclamos de conformidad con las secciones 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 y siguientes del Código Laboral (Ley de Cuotas de Almacenes de California, AB 701), 2802, 2810.5, 6401 y 6403; las Órdenes Salariales de la IWC aplicables, incluyendo, entre otras, el Título 8, artículo 11070, apartado 5(a).

Partes Liberadas: El Demandado y todas sus actuales, anteriores, y futuras, directas o indirectas sociedades matrices, subsidiarias, sociedades bajo control común, propietarios, divisiones, entidades, coempresarios, empresas relacionadas o afiliadas, empresas conjuntas, socios, directivos, consejeros, empleados, contratistas, socios (tanto generales como limitados), accionistas, inversores, agentes, abogados, representantes, planes de prestaciones, aseguradoras, reaseguradoras, predecesores, sucesores y cesionarios; todos y cada uno de los propietarios, socios, directivos, consejeros, empleados, contratistas, socios (tanto generales como limitados), accionistas, inversores, agentes, abogados, representantes, planes de prestaciones, aseguradoras, reaseguradoras, predecesores, sucesores y cesionarios, actuales, anteriores y futuros, directos e indirectos, de dichas sociedades matrices, filiales, sociedades bajo control común, divisiones, entidades, coempleadores, empresas relacionadas o afiliadas y empresas conjuntas; y cualquier otra persona física o jurídica que actúe por cuenta de, a través de, bajo la dirección de o en concierto con cualquiera de ellos.

Opción 2 – ***Optar Por Excluirse del Acuerdo***

Si usted no desea participar en el acuerdo, usted puede excluirse de participar presentando la forma de Solicitud de Exclusión adjunta. La Solicitud de Exclusión escrita debe tener el sello postal a no más tardar el [DATE]. Si usted presenta una Solicitud de Exclusión que no tenga el sello postal antes del [DATE], su Solicitud de Exclusión será rechazada, y usted estará incluido en la Clase del Acuerdo.

Si usted elige la **Opción 2**, usted ya no será un Miembro de la Clase, y usted:

- No Recibirá un Pago del Fondo Neto del Acuerdo.
- No liberará los Reclamos Liberados de la Clase.
- Si usted es un Miembro de PAGA, usted aún liberará los Reclamos Liberados de PAGA, y usted recibirá un pago del Fondo de PAGA. En otras palabras, usted no puede optar por excluirse de la porción de PAGA del acuerdo, aún si usted se excluye del acuerdo de la clase.
-

Opción 3 – ***Objetar al Acuerdo de la Clase***

Si usted decide objetar el acuerdo porque lo considera injusto o irrazonable, usted puede presentar una objeción escrita indicando por qué usted objeta al acuerdo, o en su lugar usted puede comparecer en la Audiencia de Aprobación Final para objetar al Acuerdo. Las objeciones escritas pueden ser presentadas mediante la forma adjunta. La objeción debe ser enviada al administrador en [INSERT ADDRESS].

Todas las objeciones escritas deben tener el sello postal a no más tardar el _____2026. Al presentar una objeción, usted no se está excluyendo a sí mismo del acuerdo. Para excluirse del acuerdo, usted debe seguir las instrucciones descritas anteriormente. Por favor, tenga en cuenta que no puede objetar al acuerdo y excluirse al mismo tiempo. Usted solo puede elegir una opción.

Usted también puede, si lo desea, comparecer en la Audiencia de Aprobación Final programada para el _____ a las _____ a.m./p.m. en la Corte Superior del Estado de California, para el Condado de San Bernardino y discutir su objeción con la Corte y las Partes por su propia cuenta. Usted también puede contratar a un abogado para que lo represente en la audiencia.

Si usted elige la **Opción 3**, usted aún tendrá derecho al dinero del acuerdo. Si la Corte rechaza su objeción, usted se considerará que ha liberado los Reclamos Liberados de la Clase y los Reclamos Liberados de PAGA.

Usted no puede objetar a la porción de PAGA del acuerdo, aún si usted objeta al acuerdo de la clase.

Información Adicional

Este Aviso del Acuerdo de la Demanda Colectiva es sólo un resumen del caso y del acuerdo. Para obtener una declaración más detallada de los asuntos involucrados en el caso y el acuerdo, usted puede consultar las alegaciones, la resolución del acuerdo y otros documentos presentados en el caso. Todas las preguntas de los Miembros de la Clase con respecto a este Aviso de la Clase y/o el acuerdo deben ser dirigidas al Administrador del Acuerdo o a los Abogados de la Clase.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1860
Los Angeles, CA 90067
Teléfono: 1 (888) 322-3680

Monica Balderrama
Law Offices of Mark Yablonovich
9465 Wilshire Blvd., Suite 300
Beverly Hills, CA 90212
Teléfono: (310) 286-0246

POR FAVOR NO CONTACTE AL SECRETARIO DE LA CORTE, AL JUEZ, O A LOS ABOGADOS DE LOS DEMANDADOS CON PREGUNTAS.

Exhibit B

Felix v. Staples Contract & Commercial LLC, No. CIVSB2424236

OBJECTION FORM

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT, YOU MUST COMPLETE AND MAIL THIS FORM NO LATER THAN [**DEADLINE**], TO [**SETTLEMENT ADMINISTRATOR NAME & ADDRESS**].

NOTE: If you submit an objection to the class settlement, your objection will become a part of the public record and will be available for the public to review. You may not object to the PAGA settlement regardless of whether you object to the class settlement.

Please provide the following information for the public record:

Name: _____

Address: _____

Telephone: _____

Signature: _____

I OBJECT TO THE CLASS SETTLEMENT BECAUSE_____

_____

_____

_____

_____

_____

Felix v. Staples Contract & Commercial LLC, No. CIVSB2424236

FORMA DE OBJECIÓN

LLENE POR COMPLETO ESTA FORMA SOLO SI USTED DESEA OBJETAR AL ACUERDO DE LA CLASE.

SI USTED DESEA OBJETAR AL ACUERDO DE LA CLASE, USTED DEBE LLENAR POR COMPLETO Y ENVIAR POR CORREO ESTA FORMA A NO MÁS TARDAR EL [**DEADLINE**], A [**SETTLEMENT ADMINISTRATOR NAME & ADDRESS**].

NOTA: Si usted presenta una objeción al acuerdo de la clase, su objeción será parte del expediente público y estará a disposición del público para su consulta. Usted no podrá objetar al acuerdo de la PAGA, sin importar si objeta o no al acuerdo de la clase.

Por favor proporcione la siguiente información para el expediente público:

Nombre: _____

Dirección: _____

Teléfono: _____

Firma: _____

YO OBJETO AL ACUERDO DE LA CLASE PORQUE_____

_____

_____

_____

_____

_____

_____

Exhibit C

Felix v. Staples Contract & Commercial LLC, No. CIVSB2424236

REQUEST FOR EXCLUSION

COMPLETE THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS.

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST COMPLETE AND MAIL THIS FORM, POSTMARKED NO LATER THAN [**DEADLINE**], TO [**SETTLEMENT ADMINISTRATOR NAME & ADDRESS**].

IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE CLASS SETTLEMENT, BUT IF YOU ARE A PAGA MEMBER, YOU WILL STILL RECEIVE YOUR PAYMENT FROM THE PAGA FUND.

I _____ request to be excluded from the Settlement Class in the matter of *Felix v. Staples Contract & Commercial LLC*, No. CIVSB2424236 (San Bernardino County Superior Court). I understand that by submitting this Request for Exclusion, I will no longer be eligible for a payment from the class settlement, though I will remain a PAGA Member and will still receive a payment from the PAGA Fund.

_____ _____

Sign your name here Print your name here

_____

Address

_____

Telephone

Felix v. Staples Contract & Commercial LLC, No. CIVSB2424236

SOLICITUD DE EXCLUSIÓN

LLENE POR COMPLETO ESTA FORMA SOLO SI USTED DESEA EXCLUIRSE DE LA CLASE DEL ACUERDO.

SI USTED DESEA SER EXCLUIDO DE LA CLASE DEL ACUERDO, USTED DEBE LLENAR POR COMPELTO Y ENVIAR POR CORREO ESTA FORMA, CON EL SELLO POSTAL A NO MÁS TARDAR EL [**DEADLINE**], A [**SETTLEMENT ADMINISTRATOR NAME & ADDRESS**].

SI SE EXCLUYE DE LA CLASE DEL ACUERDO, USTED **NO RECIBIRÁ** SU PAGO DEL ACUERDO DE LA CLASE, PERO SI USTED ES UN MIEMBRO DE PAGA, USTED AÚN RECIBIRÁ SU PAGO DEL FONDO DE PAGA.

Yo _____ solicito ser excluido de la Clase del Acuerdo en el asunto *Felix v. Staples Contract & Commercial LLC*, No. CIVSB2424236 (Corte Superior del Condado de San Bernardino). Entiendo que, al presentar esta Solicitud de Exclusión, ya no tendré derecho a recibir ningún pago del acuerdo de la clase, aunque seguiré siendo miembro de la PAGA y seguiré recibiendo un pago del Fondo de PAGA.

_____ _____

Firme su nombre aquí Escriba su nombre aquí

_____

Dirección

_____

Teléfono

Exhibit D

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Melissa Grant (SBN 205633)
Melissa.Grant@capstonelawyers.com
Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Jeff Jimenez (SBN 338228)
Jeff.Jimenez@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Mark Yablonovich (SBN 186670)
Mark@Yablonovichlaw.com
Monica Balderrama (SBN 196424)
Monica@Yablonovichlaw.com
LAW OFFICES OF MARK YABLONOVICH
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212-2624
Telephone: (310) 286-0246
Facsimile: (310) 407-5391

Attorneys for Plaintiff Javier Felix

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAVIER FELIX, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

STAPLES CONTRACT & COMMERCIAL LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2424236

Assigned for All Purposes to Hon. Kevin C. Lee, Dept. S26

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: November 17, 2026
Time: 8:30 a.m.
Place: Department S26

Filed: July 29, 2024
Removed: October 2, 2024
Remanded: June 17, 2026

On November 17, 2026, this Court conducted a hearing on Plaintiff's Motion for Preliminary Approval of the Class Action and PAGA Settlement (the "Motion"). Having considered the Motion and the points and authorities submitted in support of the Motion, including the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

1. This Order incorporates by reference the Settlement Agreement, and unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement.

2. The Settlement Class shall be conditionally certified for settlement purposes only and shall consist of all current and former hourly-paid or non-exempt supply chain associates employed by Defendant in California at any time during the period from October 4, 2022 through the date of Preliminary Approval.

3. The class action settlement set forth in the Settlement Agreement, entered into among the Parties, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or before the final approval hearing.

4. The Court further finds that Plaintiff conducted extensive investigation and research, and that he was able to reasonably evaluate his position and the strengths and weaknesses of his claims and his ability to certify them. Plaintiff has provided the Court with enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

5. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

6. The Court preliminarily approves the Settlement Agreement, including all the terms and conditions set forth therein and the Gross Settlement Amount and allocation of payments.

7. The rights of any potential dissenters to the class portion of the proposed Settlement are

adequately protected in that they may exclude themselves from the Settlement and proceed with any alleged claims they may have against Defendant, or they may object to the Settlement and appear before this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action Settlement.

8. The Court approves, as to form and content, the proposed Notice of Class Action Settlement ("Class Notice").

9. The Court directs the mailing, by First-Class U.S. mail, of the Class Notices to Class Members in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement. The Court finds that the method selected for communicating the preliminary approval of the Settlement Agreement to Class Members is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

10. The Court appoints Plaintiff Javier Felix as the representative for the Settlement Class conditionally certified by this Order.

11. The Court appoints Capstone Law APC and the Law Offices of Mark Yablonovich as Class Counsel. The Court finds that counsel have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally certified by this Order.

12. The Court approves and appoints _ as the Settlement Administrator.

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

Date	Event
_____ (or not later than 21 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendant to produce the Class List to the Settlement Administrator.
_____ (or not later than 14 calendar days after Defendant produces the Class List, if later)	Last day for the Settlement Administrator to mail Class Notices to all Class Members.
_____ (or not later than 45 calendar days after the Settlement Administrator mails the Class Notices, if later)	Last day for Class Members to submit Requests for Exclusion or Objections.

Date	Event
No later than 16 court days prior to the Final Approval Hearing	Last day for Plaintiff to file and serve the: (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment.
_____ at __:__ _.m. in Department S26 of this Court, 247 W. Third St., San Bernardino, California 92415	Hearing on the: (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment.

14. The Court reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

Dated: _____

_____
Hon. Kevin C. Lee
San Bernardino County Superior Court Judge

Exhibit E

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Melissa Grant (SBN 205633)
Melissa.Grant@capstonelawyers.com
Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Jeff Jimenez (SBN 338228)
Jeff.Jimenez@capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Mark Yablonovich (SBN 186670)
Mark@Yablonovichlaw.com
Monica Balderrama (SBN 196424)
Monica@Yablonovichlaw.com
LAW OFFICES OF MARK YABLONOVICH
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212-2624
Telephone: (310) 286-0246
Facsimile: (310) 407-5391

Attorneys for Plaintiff Javier Felix

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAVIER FELIX, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

STAPLES CONTRACT & COMMERCIAL LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2424236

Assigned for All Purposes to Hon. Kevin C. Lee, Dept. S26

[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT AND JUDGMENT THEREON

Date: November 17, 2026
Time: 8:30 a.m.
Place: Department S26

Filed: July 29, 2024
Removed: October 2, 2024
Remanded: June 17, 2026

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied, solely for purposes of this Settlement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the class settlement are Participating Class Members bound by the class settlement in this Action.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

the Court finds that the settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.

7. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement provides Class Members with fair and adequate relief.

9. The Settlement Agreement is not an admission by Defendant or by any of the other Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability whatsoever by or against Defendant or any of the other Released Parties.

10. With the exception of _, who opted out of the Settlement Class, final approval of the class settlement in this Action shall be with respect to: All current and former hourly-paid or non-exempt supply chain associates employed by Defendant in California at any time during the Class Period.

11. The Court finds, for settlement purposes only, that Plaintiff Javier Felix is an adequate and suitable representative and is hereby appointed the Class Representative for the Settlement Class. The Court finds, for settlement purposes only, that Plaintiff's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that his interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of $5,000 for his service on behalf of the Settlement Class, and a General Release Payment of $10,000 for agreeing to a general release of all known and unknown claims arising out of his employment with Defendant.

13. The Court finds, for settlement purposes only, that the attorneys at Capstone Law APC and the Law Offices of Mark Yablonovich have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds, for settlement purposes only, that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and the Law Offices of Mark Yablonovich as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of $45,000 is hereby approved. Sixty-Five Percent (65%), or $29,250, shall be paid to the California Labor and Workforce Development Agency. The remaining Thirty-Five Percent (35%), or $15,750, will be paid to PAGA Members.

15. The Court hereby awards $176,667 in attorneys' fees and $70,000 in costs and expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable, and the multiplier is warranted under the circumstances.

16. The Court approves settlement administration costs and expenses in the amount of $18,000 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Approval

Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the Settlement Class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members. These Participating Class Members are hereby deemed to have fully, finally, and forever released, waived, and relinquished Defendant and all Released Parties, as defined in the Agreement, from the Released Class Claims, defined as all claims, debts, rights, demands, liabilities, obligations, damages, actions, and causes of action, arising on or before Preliminary Approval, that are alleged in the Amended Complaint or any of the notices Plaintiff submitted to the LWDA dated August 5, 2024, August 6, 2024, August 12, 2024, and July 23, 2026 (collectively, "PAGA Notices"), or which could have been alleged based on the facts alleged in the Amended Complaint or any of the PAGA Notices, including claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 *et seq.* (California Warehouse Quotas Law, AB 701), 2802, 2810.5, 6401, and 6403; the applicable IWC Wage Order(s), including without limitation Title 8, Section 11070, Subdivision 5(a); Code of Civil Procedure section 1021.5; Business & Professions Code sections 17200 *et seq.*; and the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, including without limitation claims for unpaid minimum wages, unpaid overtime compensation, and unreimbursed business expenses under the FLSA. Participating Class Members shall not sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims and shall be barred from filing any actions, claims, complaints, or proceedings against any of the Released Parties relating to any of the Released Class Claims with any court or agency (including without limitation the California Division of Labor Standards Enforcement), or from initiating any other proceedings against any of the Released Parties for any of the Released Class Claims. Participating Class Members' release, waiver, and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of any of the Released Class Claims in any other class, collective, or representative action.

18. Additionally, all PAGA Members and the State of California are hereby deemed to have fully, finally, and forever released, waived, and relinquished Defendant and all Released Parties, as defined in the Agreement, from the Released PAGA Claims, defined as all PAGA claims (i.e., claims

arising under Labor Code sections 2698, et seq.), arising on or before Preliminary Approval, that were alleged in the Amended Complaint or any of the PAGA Notices, that could have been alleged based on the facts alleged in the Amended Complaint or any of the PAGA Notices, or that are based on any facts discovered in the course of litigating the Action, including claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 2100 *et seq.* (California Warehouse Quotas Law, AB 701), 2698 et seq., 2802, 2810.5, 6401, and 6403; the applicable IWC Wage Order(s), including without limitation Title 8, Section 11070, Subdivision 5(a). PAGA Members shall be barred from bringing, joining, or otherwise participating in a PAGA representative action or otherwise making, joining, or otherwise participating in a claim against any of the Released Parties for any of the Released PAGA Claims, and the State of California shall also be barred from pursuing recovery of any civil penalties or any other monetary or nonmonetary relief permitted under PAGA from any of the Released Parties for any of the Released PAGA Claims. The Final Approval Order and Judgment shall have the same effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969 as if the PAGA claims alleged by Plaintiff had been litigated to a judgment covering all PAGA Members (including Plaintiff). This means that, by operation of the Final Approval Order and Judgment, neither the State of California nor any of the PAGA Members (including Plaintiff) may pursue recovery of civil penalties or any other monetary or nonmonetary relief permitted under PAGA from Defendant or any of the Released Parties for any of the Released PAGA Claims.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Code of Civil Procedure section 664.6, including all Participating Class Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

21. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

22. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the Settlement Administrator's website.

23. The Court sets a compliance hearing for _ at _, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than _.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
Hon. Kevin C. Lee
San Bernardino County Superior Court Judge