

1 KAREN J. KUBIN (BAR NO. 71560)
KKubin@mofo.com
2 MORRISON & FOERSTER LLP
425 Market Street
3 San Francisco, California 94105-2482
Telephone: 415.268.7000
4 Facsimile: 415.268.7522

5 TRITIA M. MURATA (BAR NO. 234344)
TMurata@mofo.com
6 DAVID P. ZINS (BAR NO. 284919)
DZins@mofo.com
7 MORRISON & FOERSTER LLP
707 Wilshire Boulevard
8 Los Angeles, California 90017-3543
Telephone: 213.892.5200
9 Facsimile: 213.892.5454

10 Attorneys for Defendant
STAPLES THE OFFICE SUPERSTORE, LLC

11 [ADDITIONAL COUNSEL LISTED ON NEXT PAGE]
12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF LOS ANGELES

15 ERIC PAUL, individually and on behalf of all
16 others similarly situated,

17 Plaintiff,

18 v.

19 STAPLES THE OFFICE SUPERSTORE,
LLC, a Delaware Limited Liability Company;
20 and DOES 1 through 50,

21 Defendants.

Case No. 19STCV22782

(Assigned for All Purposes to the Hon.
Amy D. Hogue, SSC Dept. 7)

**AMENDED CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Date Action Filed: July 1, 2019

Trial Date: Not Yet Set

1 Jeremy F. Bollinger (SBN 240132)
2 Dennis F. Moss (SBN 77512)
3 Ari E. Moss (SBN 238579)
4 MOSS BOLLINGER LLP
5 15300 Ventura Blvd., Ste. 207
6 Sherman Oaks, California 91403
7 Telephone: (310) 982-2984
8 jeremy@mossbollinger.com
9 dennis@mossbollinger.com
10 ari@mossbollinger.com

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Attorneys for Plaintiffs ERIC PAUL and
DEVIN GLASERE

1 This Amended Class Action Settlement Agreement and Release (“Agreement”) is entered
2 into by and between Plaintiffs Eric Paul (“Paul”), individually, and Devin Glasere (“Glasere”),
3 individually and on behalf of all persons who are members of the class to be certified for
4 settlement purposes only as provided for herein, and Defendant Staples the Office Superstore,
5 LLC (“Defendant”), subject to the approval of the Court. Paul and Glasere are collectively
6 referred to as Plaintiffs, and Plaintiffs and Defendant are collectively referred to as the “Parties.”
7 In consideration of the promises and mutual covenants and agreements herein contained, the
8 Parties hereby covenant and agree as follows:

9 **1. RECITALS**

10 1.1 On July 1, 2019, Paul filed a putative class action complaint against Defendant in
11 the Superior Court of the State of California, County of Los Angeles, entitled *Eric Paul v. Staples*
12 *The Office Superstore LLC*, Case No. 19STCV22782 (the “Action”). The class action complaint
13 (“Complaint”) alleged five causes of action for (1) failure to reimburse business expenses (Lab.
14 Code, § 2802), (2) failure to pay minimum wages (Lab. Code, §§ 1194, 1197), (3) failure to pay
15 overtime wages (Lab. Code, §§ 510, 1194), (4) failure to pay timely wages upon cessation of
16 employment (Lab. Code §§ 201, 202, 203), and (5) violation of the Unfair Competition Law
17 (Bus. & Prof. Code, § 17200 *et seq.*). In addition to himself, Paul sought to represent three
18 putative classes as follows: a “Reimbursement Class” consisting of “[a]ll current and former
19 employees of Staples in California who were used [*sic*] their personal cell phones for group text
20 messaging as part of the discharge of their duties for Staples at any time during the four years
21 preceding the date Plaintiff filed his complaint through the date notice is mailed to the Class;” an
22 “Unpaid Wages Class” consisting of “[a]ll current and former non-exempt hourly paid employees
23 of Staples in California who used the GroupMe messaging app or other group text messaging in
24 the course and scope of their employment by Staples at any time during the four years preceding
25 the date Plaintiff filed his complaint through the date notice is mailed to the Class;” and a
26 “Waiting Time Penalty Class” consisting of “[a]ll members of the Unpaid Wages Class whose
27 employment by Staples ended at any time during the three years preceding the date Plaintiff filed
28 his complaint through the date Notice is mailed to the Class.”

1 1.2 On October 28, 2019, Defendant filed its answer to the Complaint, generally
2 denying all of the allegations in the Complaint and alleging a number of affirmative defenses.

3 1.3 On December 30, 2020, Paul sought leave to file a First Amended Complaint to
4 add a new plaintiff, Devin Glasere, and to allege a single putative class, limited to Sales Managers
5 only. On January 25, 2021, the Court granted Paul conditional leave to file the First Amended
6 Complaint.

7 1.4 The First Amended Complaint did not comply with the conditional leave the Court
8 had granted, and therefore the Court ordered Paul to file a Second Amended Complaint, which he
9 did on or about May 7, 2021, under the cover of a Notice of Errata.

10 1.5 The Second Amended Complaint contains the same causes of action as the original
11 Complaint, names Glasere as the sole putative class representative, and alleges a single class,
12 limited to Sales Managers only.

13 1.6 On June 1, 2021, Defendant filed its answer to the Second Amended Complaint,
14 generally denying all of the allegations in the Second Amended Complaint and alleging a number
15 of affirmative defenses.

16 1.7 The Parties have conducted the following discovery in the Action: Paul has
17 propounded and Defendant has responded to one set of general form interrogatories, three sets of
18 special interrogatories, one set of requests for admission, and five sets of requests for production
19 of documents and produced responsive documents. Glasere has propounded and Defendant has
20 responded to one set of requests for production of documents and produced responsive
21 documents. Defendant has propounded and Plaintiffs have each responded to one set of requests
22 for production of documents and produced responsive documents. Paul has taken the deposition
23 of the District Manager for the district in which Paul worked, and Defendant has taken Paul's
24 deposition.

25 1.8 The Parties have investigated the facts and analyzed the relevant legal issues with
26 regard to the claims and defenses in the Action. Based on this investigation and analysis,
27 Plaintiffs believe the Action has merit, while Defendant believes the Action has no merit.
28

1 1.9 On March 11, 2021, the Parties participated in a mediation with mediator Michael
2 Loeb, Esq. The Parties reached an agreement after a long day of extensive arm's-length
3 negotiations with the assistance of the mediator.

4 1.10 The Parties have each looked at the uncertainties of continued litigation and the
5 benefits to be obtained under the proposed settlement, and have considered the costs, risks and
6 delays associated with the continued prosecution of this Action and the likely appeals of any
7 rulings in favor of either Plaintiffs or Defendant.

8 1.11 It is the Parties' intention and the objective of this Agreement to avoid the costs of
9 further litigation and trial, and to settle and dispose of, fully and completely and forever, the
10 claims released herein and described below.

11 **2. DEFINITIONS**

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

14 2.1 **Action.** "Action" means the above-captioned action entitled *Eric Paul v. Staples*
15 *The Office Superstore LLC*, Case No. 19STCV22782, currently pending in the Superior Court of
16 the State of California, County of Los Angeles.

17 2.2 **Agreement.** "Agreement" means this Class Action Settlement Agreement and
18 Release, including all Exhibits referred to herein and attached hereto.

19 2.3 **Allocations.** "Allocations" means the amount to be paid from the Net Settlement
20 Sum to the Settlement Class Members, which shall be calculated as provided in Section 4.5 of
21 this Agreement.

22 2.4 **Claims.** "Claims" means Plaintiffs' individual and class claims alleged in the
23 Complaint, the First Amended Complaint, and the Second Amended Complaint for (1) failure to
24 reimburse business expenses (Lab. Code, § 2802), (2) failure to pay minimum wages (Lab. Code,
25 §§ 1194, 1197), (3) failure to pay overtime wages (Lab. Code, §§ 510, 1194), (4) failure to pay
26 timely wages upon cessation of employment (Lab. Code §§ 201, 202, 203), and (5) violation of
27 the Unfair Competition Law (Bus. & Prof. Code, § 17200 *et seq.*).
28

1 2.5 **Class Counsel.** “Class Counsel” means Jeremy F. Bollinger, Dennis F. Moss, and
2 Ari E. Moss of Moss Bollinger LLP.

3 2.6 **Class Members or Class.** “Class Members” or “Class” means all current and
4 former non-exempt employees employed by Defendant in the position of Sales Manager in
5 California at any time from July 1, 2015 to the Preliminary Approval Date.

6 2.7 **Class Notice.** “Class Notice” means the Notice of Settlement of Class Action to
7 be mailed to Class Members. The Class Notice shall be substantially in the form of Exhibit A
8 hereto.

9 2.8 **Class Period.** “Class Period” means the period from July 1, 2015 to and including
10 the Preliminary Approval Date.

11 2.9 **Class Representative.** “Class Representative” means Plaintiff Devin Glasere.

12 2.10 **Complaint.** “Complaint” means the complaint filed by Paul in the Action on or
13 about July 1, 2019.

14 2.11 **Counsel for Defendant.** “Counsel for Defendant” means Morrison & Foerster
15 LLP.

16 2.12 **Court.** “Court” means the Superior Court of the State of California, County of
17 Los Angeles.

18 2.13 **Defendant.** “Defendant” means Defendant Staples the Office Superstore, LLC.

19 2.14 **Effective Date.** “Effective Date” means either (a) the date sixty (60) days after the
20 entry of the Final Judgment and Order Approving Settlement, if no motions for reconsideration
21 and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion
22 for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order
23 Approving Settlement, the date sixty (60) days after such reconsideration, appeal or review has
24 been finally concluded and is no longer subject to review, whether by appeal, petition for
25 rehearing, petition for review or otherwise.

26 2.15 **Eligible Work Weeks.** “Eligible Work Weeks” means the aggregate number of
27 GroupMe Work Weeks and Post-GroupMe Work Weeks worked by a Class Member during the
28 Class Period. If a Class Member was employed for only part of a GroupMe Work Week or Post

1 GroupMe Work Week, he or she will be credited for purposes of this Settlement with a fraction of
2 the GroupMe Work Week or Post GroupMe Work Week, rounded up or down to the nearest two-
3 digit decimal. For example, if a Class Member was employed for only one work day during a
4 GroupMe Work Week, he or she would be credited with 0.14 of that GroupMe Work Week. If a
5 Class Member was employed for two work days during a GroupMe Work Week, he or she would
6 be credited with 0.29 of that GroupMe Work Week. Eligible Work Weeks will be calculated
7 according to Defendant’s records. Settlement Class Members may dispute the number of Eligible
8 Work Weeks they worked during the Class Period by completing and returning the Notice of
9 Eligible Work Weeks (Form 1) included with the Class Notice, which shall be substantially in the
10 form of Exhibit B hereto, within 60 days of the postmark date on the Class Notice or the re-
11 mailed Class Notice, if applicable.

12 2.16 **Enhancements.** “Enhancements” means the payments authorized by the Court to
13 the Plaintiffs, if any, separate and apart from any Settlement Award.

14 2.17 **Fee and Expense Award.** “Fee and Expense Award” means such award of
15 attorneys’ fees and costs/expenses as the Court may authorize to be paid to Class Counsel for the
16 services they have rendered to Plaintiffs and the Settlement Class.

17 2.18 **Fairness Hearing or Final Approval Hearing.** “Fairness Hearing” or “Final
18 Approval Hearing” means the hearing at or after which the Court will make a final decision on
19 whether to grant Final Approval of the Settlement as fair, reasonable and adequate, implement the
20 terms of the Agreement, and enter Judgment. The Fairness Hearing shall be scheduled for a date
21 approximately one hundred and twenty (120) days after the Preliminary Approval Date.

22 2.19 **Final Approval or Judgment.** “Final Approval” or “Judgment” means the Final
23 Judgment and Order Approving Settlement finally certifying the Settlement Class and approving
24 the Settlement and this Agreement, as contemplated in Section 4.7 of this Agreement.

25 2.20 **First Amended Complaint.** “First Amended Complaint” means the amended
26 complaint filed by Paul on February 3, 2021.

27
28

1 2.21 **GroupMe Work Weeks.** “GroupMe Work Weeks” means the number of weeks a
2 Class Member was employed by Defendant as a Sales Manager in California between July 1,
3 2015 and January 29, 2017.

4 2.22 **Gross Settlement Amount.** “Gross Settlement Amount” means Four Hundred
5 Twenty-Five Thousand Dollars (\$425,000.00), which is the maximum total amount that
6 Defendant shall be required to pay, exclusive of Defendant’s share of Withholdings and Taxes,
7 for any and all purposes under this Agreement. The following shall be paid from the Gross
8 Settlement Amount pursuant to the Plan of Allocation set forth in Section 4.5, below:

9 (a) Settlement Awards to all Settlement Class Members, (b) Fee and Expense Award,
10 (c) Enhancements, and (d) Settlement Administration Costs. Under no circumstances shall
11 Defendant pay any sum in excess of the Gross Settlement Amount in connection with the
12 Settlement, except for Defendant’s share of Withholdings and Taxes arising from the Settlement
13 Awards to be paid to Settlement Class Members as wages.

14 2.23 **Net Settlement Payment.** “Net Settlement Payment” means the aggregate sum of
15 all Settlement Awards that the Administrator determines are owed to the Settlement Class under
16 this Agreement. Under no circumstances shall the Net Settlement Payment exceed the Net
17 Settlement Sum.

18 2.24 **Net Settlement Sum.** “Net Settlement Sum” means the Gross Settlement Amount
19 less the following: (a) the Fee and Expense Award, (b) the Enhancements, and (c) the Settlement
20 Administration Costs.

21 2.25 **Net Settlement Share.** “Net Settlement Share” is the ratio by which the Net
22 Settlement Sum is allocated to a particular work week.

23 2.26 **Notice Response Deadline.** “Notice Response Deadline” is 60 days from the
24 postmark date of the Class Notice or the re-mailed Class Notice, if applicable, or such other date
25 set by the Court in the Preliminary Approval Order. Class Members whose Class Notice is
26 returned undeliverable and for whom a new address is ascertained will be advised in the re-mailed
27 Class Notice of an additional 60 days to respond. Any response to the Class Notice may be
28 submitted by email, fax, or mail as provided in the Class Notice.

1 2.27 **Objection.** “Objection” means a written request made by a Class Member to the
2 Settlement Administrator seeking to object to the Settlement.

3 2.28 **Objection Deadline.** “Objection Deadline” means 60 days from the postmark
4 date of the Class Notice or the re-mailed Class Notice, if applicable, or such other date set by the
5 Court in the Preliminary Approval Order for submitting an Objection to the Settlement
6 Administrator. Any Objection may be submitted by email, fax, or mail as provided in the Class
7 Notice.

8 2.29 **Parties.** “Parties” means Plaintiffs Eric Paul and Devin Glasere, the latter on
9 behalf of both himself and the Settlement Class, and Defendant Staples the Office Superstore,
10 LLC.

11 2.30 **Plaintiffs.** “Plaintiffs” means Plaintiffs Eric Paul and Devin Glasere.

12 2.31 **Plan of Allocation.** “Plan of Allocation” means the manner in which the Net
13 Settlement Sum shall be allocated to Settlement Class Members, as specified in Section 4.5,
14 below.

15 2.32 **Post-GroupMe Work Weeks.** “Post-GroupMe Work Weeks” means the number
16 of weeks a Class Member was employed by Defendant as a Sales Manager in California between
17 January 30, 2017 and the Preliminary Approval Date.

18 2.33 **Preliminary Approval or Preliminary Approval Order.** “Preliminary
19 Approval” or “Preliminary Approval Order” means the order preliminarily approving this
20 Settlement, which shall, among other things, provisionally certify the Settlement Class for
21 purposes of this Settlement only; determine that Glasere adequately represents the Settlement
22 Class and shall be its class representative; appoint Class Counsel as counsel for the Settlement
23 Class; approve Phoenix Class Action Administration Solutions as the Settlement Administrator;
24 approve the content and distribution of the Class Notice to the Class Members; set the Request for
25 Exclusion Deadline and the Objection Deadline; and set the Fairness Hearing, as contemplated in
26 Section 4.1 of this Agreement.

27 2.34 **Preliminary Approval Date.** “Preliminary Approval Date” means the date upon
28 which the Court enters the Preliminary Approval Order.

1 2.35 **Released Claims.** “Released Claims” means all claims, debts, liabilities,
2 demands, obligations, damages, and actions or causes of action of any kind that arose during the
3 Class Period and that were alleged in, or arising out of the facts asserted in, the operative Second
4 Amended Complaint, including (without limitation) claims for reimbursement of business
5 expenses; for unpaid time worked off-the-clock; or under California Labor Code sections 200,
6 201, 202, 203, 218, 218.5, 218.6, 510, 1194, 1194.2, 1197, 1197.1, and 2802, and the Wage
7 Orders promulgated thereunder; California Business and Professions Code section 17200 et seq.;
8 California Code of Civil Procedure section 1021.5; and California Civil Code section 3287,
9 subdivision (a). Expressly excluded from the Released Claims are (a) claims for wages in
10 Workers’ Compensation and Unemployment Insurance benefits cases, and (b) claims for benefits
11 under the Employee Retirement Income Security Act of 1974 (ERISA).

12 2.36 **Released Parties.** “Released Parties” means defendant Staples the Office
13 Superstore, LLC, its present, former or future parents, subsidiaries, affiliates, divisions,
14 corporations in common control, predecessors, successors and assigns (including without
15 limitation USR Parent Inc.), and each of their respective present, past or future officers, directors,
16 employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any
17 other successors, assigns, or legal representatives, and any other individual or entity which could
18 be liable for any of the Released Claims.

19 2.37 **Request for Exclusion.** “Request for Exclusion” means a written request made by
20 a Class Member to the Settlement Administrator seeking to be excluded from the Settlement
21 Class.

22 2.38 **Request for Exclusion Deadline.** “Request for Exclusion Deadline” means
23 60 days from the postmark date of the Class Notice or the re-mailed Class Notice, if applicable, or
24 such other date set by the Court in the Preliminary Approval Order for submitting a Request for
25 Exclusion to the Settlement Administrator. Any Request for Exclusion must be submitted by
26 email, fax, or mail as provided in the Class Notice.

27 2.39 **Second Amended Complaint.** “Second Amended Complaint” means the
28 amended complaint filed by Paul on or about May 7, 2021.

1 2.40 **Settlement.** “Settlement” means this Agreement and all actions taken pursuant to
2 and in furtherance of this Agreement.

3 2.41 **Settlement Administration Costs.** “Settlement Administration Costs” means the
4 amounts approved by the Court to be paid for the services of a Settlement Administrator to
5 perform the Settlement Administrator Duties, as specified in Section 4.2.2, below. The
6 Settlement Administration Costs will not exceed \$8,500.00.

7 2.42 **Settlement Administrator.** “Settlement Administrator” means Phoenix Class
8 Action Administration Solutions, or such other administrator as may be approved by the Court,
9 which shall be responsible for administering the Settlement pursuant to the terms of the
10 Agreement, the Class Notice, the Preliminary Approval Order, and the Judgment. Phoenix Class
11 Action Administration Solutions is a class action administrator located in Orange, California, and
12 has been in business for over five years. The Settlement Administrator shall agree to
13 confidentiality terms as may be required by Defendant regarding personnel and payroll data
14 provided to the Settlement Administrator and shall work with Class Counsel and Counsel for
15 Defendant to implement and administer appropriate fraud-prevention policies. The Settlement
16 Administration Costs shall be paid out of the Settlement Fund Amount.

17 2.43 **Settlement Award.** “Settlement Award” means the amount that the Settlement
18 Administrator determines is owed to a Settlement Class Member pursuant to the Plan of
19 Allocation described in Section 4.5, below.

20 2.44 **Settlement Class.** “Settlement Class” means Plaintiffs and all Settlement Class
21 Members.

22 2.45 **Settlement Class Members.** “Settlement Class Members” means each Class
23 Member who does not submit a valid and timely Request for Exclusion.

24 2.46 **Settlement Fund.** “Settlement Fund” means the fund established and
25 administered by the Settlement Administrator for the purpose of receiving and disbursing
26 amounts to be paid to Settlement Class Members, Plaintiffs, Class Counsel, and the Settlement
27 Administrator pursuant to this Agreement. The Settlement Fund shall be funded by Defendant
28 following the Effective Date in accordance with Section 4.9.1, below.

1 2.47 **Settlement Fund Amount.** “Settlement Fund Amount” means the total amount
2 that Defendant shall remit to the Settlement Administrator in accordance with Section 4.9.1,
3 below, which shall consist of the following amounts, the aggregate of which shall not exceed the
4 Gross Settlement Amount: (a) the Net Settlement Amount, (b) the Fee and Expense Award,
5 (c) the Enhancements, and (d) the Settlement Administration Costs.

6 2.48 **Withholdings and Taxes.** “Withholdings and Taxes” means all withholdings
7 from the Settlement Awards required by law plus all federal, state, and local employment payroll
8 taxes due in regard to the Settlement Awards, whether owed by a Settlement Class Member or by
9 Defendant.

10 **3. SETTLEMENT TERMS**

11 3.1 **Certification of the Settlement Class.** For purposes of settlement and the
12 proceedings contemplated by this Agreement only, the Settlement Class shall be provisionally
13 certified and consist of Plaintiffs and all Class Members.

14 3.2 **Decertification of the Settlement Class if Settlement Not Approved.** Defendant
15 does not consent to certification of the Settlement Class or any settlement class for any purpose
16 other than to effectuate the Settlement of the Action. If, for any reason, the Settlement does not
17 become final, any certification of any Settlement Class will be vacated and the Parties will be
18 returned to their positions with respect to the Action as if the Agreement had not been entered
19 into. In the event that Final Approval is not achieved: (a) any Court order preliminarily
20 approving the certification of any class contemplated by this Agreement shall be null, void, and
21 vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the
22 Settlement reflected in this Agreement, that Defendant did not oppose the certification of the
23 Settlement Class under this Agreement, or that the Court preliminarily approved the certification
24 of the Settlement Class, shall not be used or cited thereafter by any person or entity in any manner
25 whatsoever, including without limitation any contested proceeding relating to the certification of
26 any class. In the event the terms and conditions of this Agreement are substantially modified by
27 the Court, Defendant and Plaintiffs reserve the right to declare this Agreement null and void, in
28 its or their sole discretion, within fourteen (14) days after such modification; *provided, however,*

1 the Party exercising this right shall be solely responsible for the Settlement Administrator's
2 expenses incurred through the date of that Party's exercise, not to exceed the amount approved by
3 the Court in the Preliminary Approval Order.

4 **3.3 Settlement Payment by Defendant.** In full settlement of the Released Claims
5 and following the Effective Date, Defendant shall deliver the Settlement Fund Amount to the
6 Settlement Administrator for establishment of the Settlement Fund, in accordance with Section
7 4.9.1, below. Concurrently with its delivery of the Settlement Fund Amount, Defendant shall also
8 deliver to the Settlement Administrator its share of the Withholdings and Taxes, as calculated by
9 the Settlement Administrator based on the wage portion of the Settlement Awards.

10 **3.4 Attorneys' Fees and Costs.** Defendant agrees not to oppose Plaintiffs'
11 application for attorneys' fees of \$141,666.67 (33.33% of the Gross Settlement Amount) and
12 costs not to exceed \$47,000.00, subject to the Court's approval. Plaintiffs agree not to petition
13 the Court for more than \$141,666.67 for attorneys' fees or more than \$47,000.00 for costs, and in
14 no event shall Defendant be liable for any attorneys' fees or costs in excess of these amounts.
15 The Fee and Expense Award shall represent payment for all claims for Class Counsel's attorneys'
16 fees and costs, past and future, incurred in the Action. The Fee and Expense Award shall be paid
17 from the Settlement Fund Amount, and Defendant shall not otherwise be required to pay for any
18 portion of Plaintiffs' or the Class Members' attorneys' fees, costs, or expenses. The Fee and
19 Expense Award shall be paid to Class Counsel following the Effective Date, in accordance with
20 Section 4.9.2, below. An award by the Court of attorneys' fees or costs that is less than the
21 amounts applied for will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw
22 from the Settlement, and any amounts not awarded in costs or fees will be included in the Net
23 Settlement Sum.

24 **3.5 Enhancements.** Defendant agrees not to oppose Plaintiffs' application for an
25 Enhancement of up to \$7,500.00 for each Plaintiff for their services in prosecuting and resolving
26 the Action and in consideration of their general release of claims set forth in Section 5.4, below.
27 Class Counsel represents that these services include assisting Class Counsel with the investigation
28 and prosecution of these claims, informing Class Counsel about Defendant's policies and

1 practices, putting Class Counsel in touch with other putative class members, gathering documents
2 in response to Defendant's document requests, reviewing and verifying responses to discovery,
3 taking time off of work to prepare for and attend his deposition and the deposition of Defendant's
4 District Manager Charles Condrey in the case of Paul, and, being willing and prepared to attend
5 his deposition noticed by Defendant in the case of Glasere, taking time off of work to participate
6 in the all-day mediation, contacting Class Counsel to check on the progress of the case and
7 responding to other inquiries from Class Counsel, among other things. The Enhancements shall
8 be reported by the Settlement Administrator on IRS Form 1099-HISC as non-wage income and
9 provided by it to Plaintiffs and applicable governmental authorities. Class Counsel represents
10 that the Enhancements are reasonable for the following reasons: Among other things, the
11 requested Enhancements are reasonable in light of the general release of all claims Plaintiffs are
12 agreeing to, which includes any unknown claims against Defendant – a release far greater than
13 the release given by Class Members; the requested Enhancements are also reasonable given the
14 benefits Plaintiffs conferred upon the entire Class, which will result in payments to Settlement
15 Class Members; time spent assisting Class Counsel with the investigation and prosecution of
16 these claims; preparing for and attending his deposition and the deposition of Defendant's District
17 Manager Charles Condrey, in the case of Paul, and, in the case of Glasere, being prepared to
18 attend his deposition noticed by Defendant; their participation in the all-day mediation; and their
19 consent to the proposed Settlement; Plaintiffs' status as the lead named Plaintiffs in a class action
20 against an employer puts them at risk in connection with possible future job searches; prospective
21 employers have access to the public records that will disclose their named plaintiff status, and
22 how much they cost their former employer through this Settlement; and, in pursuing this action
23 on behalf of the Class, Plaintiffs risked a judgment entered against them for attorneys' fees and
24 costs in the event this matter had been lost. An award by the Court of an Enhancement that is less
25 than the amount applied for will not be grounds for Plaintiffs or Class Counsel to challenge or
26 withdraw from the Settlement, and any amounts not awarded as an Enhancement will be included
27 in the Net Settlement Sum.
28

1 3.6 **Interim Stay of Proceedings.** The Parties agree to the entry of a formal stay of all
2 proceedings in the Action, except such proceedings as may be necessary to implement and
3 complete the Settlement, pending the Fairness Hearing to be conducted by the Court.

4 **4. CLASS SETTLEMENT PROCEDURES**

5 4.1 **Preliminary Approval.** As soon as practicable after execution of this Agreement,
6 the Class Representative shall move for Preliminary Approval of the Settlement. The Class
7 Representative's motion shall request the Court to:

8 4.1.1 Preliminarily approve this Agreement as fair, reasonable, and adequate;

9 4.1.2 Preliminarily approve the form, manner and content of the Class Notice
10 described in Section 4.2 and attached as Exhibit A, the form, manner and content of the Notice of
11 Eligible Work Weeks (Form 1) described in Section 2.15 and attached as Exhibit B.

12 4.1.3 Set deadlines for the Settlement Administrator to provide the Class Notice,
13 and for Class Members to opt out of or object to the Settlement;

14 4.1.4 Set the date and time for the Fairness Hearing;

15 4.1.5 Provisionally certify the Settlement Class;

16 4.1.6 Stay all proceedings in the Action until Final Approval;

17 4.1.7 Appoint Glasere as Class Representative for the Settlement Class for
18 settlement purposes only;

19 4.1.8 Appoint Class Counsel as class counsel for settlement purposes only; and

20 4.1.9 Approve Phoenix Class Action Administration Solutions as the Settlement
21 Administrator.

22 The Preliminary Approval Order shall be substantially the same as the proposed order
23 attached as Exhibit C. Class Counsel shall draft the preliminary approval papers and give
24 Counsel for Defendant a draft of the papers to review at least four (4) court days before they are
25 filed. Counsel for Defendant will provide any comments to the preliminary approval papers to
26 Class Counsel within two (2) business days of receipt of the papers.

1 4.2 **Class Notice.** Subject to Court approval, the Parties agree that as soon as
2 practicable after entry of the Preliminary Approval Order, the Settlement Administrator shall
3 provide notice to the Settlement Class pursuant to the following procedures:

4 4.2.1 **Information Regarding Class Members.** Within fifteen (15) business
5 days following entry of the Preliminary Approval Order, Defendant will electronically provide
6 the Settlement Administrator the following information with respect to each Class Member:

7 (i) name, (ii) last known residence address, (iii) last known telephone number, (iv) Social Security
8 number, and (v) dates of employment with Defendant as a Sales Manager. The information
9 Defendant provides to the Settlement Administrator, along with any updated contact information
10 identified by the Settlement Administrator as set forth in Sections 4.2.2 and 4.2.3, below, shall be
11 used solely to administer the Class Notice and Settlement Award process described herein, shall
12 remain confidential, and shall not be disclosed to anyone, except pursuant to the express written
13 authorization of Defendant or the individual in question, by order of the Court, or to the extent
14 necessary to fulfill the Settlement Administrator's reporting obligations hereunder.

15 4.2.2 **Settlement Administrator Duties.** The Settlement Administrator's duties
16 shall include, without limitation: (i) printing and mailing to the Class Members the Class Notice
17 in English only (including exhibits thereto, the primary language used at Defendant's retail
18 stores) as directed by the Court; (ii) taking all steps reasonably necessary to ensure Class
19 Members timely receive the Class Notice; (iii) calculating the number of Eligible Work Weeks
20 worked by Class Members, including resolving any disputes by Settlement Class Members about
21 the number of Eligible Work Weeks they worked during the Class Period; (iv) creating a website
22 for the Settlement, posting on the website notice of any changes to the Fairness Hearing date or
23 location, and posting on the website a notice of the Final Approval of the Settlement; (v) taking
24 receipt of and safeguarding the Settlement Fund Amount; (vi) calculating and distributing
25 Settlement Awards, the Enhancements, and the Fee and Expense Award, provided such amounts
26 are approved by the Court; (vii) calculating and paying all Withholdings and Taxes; (viii) issuing
27 IRS Forms W2 and 1099-MISC, as applicable; and (ix) filing such other reports with the taxing
28 authorities as required by law, together with such other tasks as the Parties may mutually agree or

1 the Court may order the Settlement Administrator to perform. The Settlement Administrator shall
2 take all reasonable steps to ensure that (a) the highest percentage of Class Members receive the
3 Class Notice; (b) Class Members who wish to participate in the Settlement are permitted to do so
4 consistent with this Agreement; and (c) it has the most current and accurate addresses for Class
5 Members, including, but not limited to performing an initial National Change of Address database
6 search on all Class Members. In addition, the Settlement Administrator shall perform a standard
7 search, also known as “batch,” “skip trace,” or “credit header” searches, on all addresses returned
8 as undeliverable. The Settlement Administrator shall perform the skip trace and re-mail the Class
9 Notice to all updated addresses obtained through its efforts to locate the most current and accurate
10 addresses for Class Members within seven (7) calendar days of the return of the Class Notice.
11 The Settlement Administrator shall also provide toll-free telephone support to Class Members for
12 any questions they may have and a fax number and an email address to which Class Members
13 may submit disputes, requests for exclusion, and objections; maintain appropriate databases to
14 fulfill its duties; receive, control and account for all returned Class Notices, disputes, requests for
15 exclusion/opt-outs and objections; calculate the Settlement Class Members’ payments; and
16 prepare and deliver reports to Class Counsel and Counsel for Defendant on a weekly basis that
17 communicate the status of the notice process, including the number of Class Notices mailed,
18 returned, searched, and re-mailed as well as disputes, requests for exclusion, and objections. In
19 addition to the duties identified above, the Settlement Administrator shall prepare final
20 declarations, reports, and invoices that accurately describe the notice process, the level of
21 participation, and actions taken to ensure the best possible notice of the Settlement was provided
22 to Class Members.

23 **4.2.3 Mailing of Class Notice to Class Members.** No later than ten (10)
24 business days following receipt of the information to be provided under Section 4.2.1, above, the
25 Settlement Administrator shall mail the Class Notice to all Class Members. The Settlement
26 Administrator shall send a copy of the Class Notice in the form approved by the Court in its
27 Preliminary Approval Order to Class Members, via first class United States mail, using the most
28 current mailing address. Any Class Notices returned to the Settlement Administrator with a

1 forwarding address shall be re-mailed by the Settlement Administrator within seven calendar days
2 of the return of the Class Notice. The Settlement Administrator shall conduct one skip trace
3 address search for any Class Member's Class Notice that is returned without a forwarding address
4 and shall, upon obtaining a new or different address, re-mail the Class Member's Class Notice
5 within seven calendar days of the return of the Class Notice.

6 **4.3 Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded
7 from or opt out of the Settlement must submit via mail, fax, or email a written, signed Request for
8 Exclusion to the Settlement Administrator, within the Request for Exclusion Deadline.

9 **4.3.1 Contents of Request.** The Request for Exclusion must contain (i) the
10 name of this Action; (ii) the full name, address, telephone number and last four digits of the
11 Social Security number of the person requesting to be excluded; (iii) the words "Request for
12 Exclusion" at the top of the document; and (iv) a statement setting forth the Class Member's
13 intent to be excluded from the Settlement. A Request for Exclusion that is timely submitted will
14 not be presumptively invalid if it does not strictly comply with this Section 4.3.1 as long as the
15 Settlement Administrator can ascertain the identity of the Class Member and the Class Member's
16 intention to be excluded from the Settlement.

17 **4.3.2 Personal Signatures.** The Request for Exclusion must be personally
18 signed by the Class Member who seeks to opt out. No Class Member may opt out by having a
19 request to opt out submitted by an actual or purported agent or attorney acting on behalf of the
20 Class Member. No opt out request may be made on behalf of a group of Class Members. A
21 Request for Exclusion that is timely submitted will not be presumptively invalid if it does not
22 strictly comply with this Section 4.3.2 as long as the Settlement Administrator can ascertain the
23 identity of the Class Member and the Class Member's intention to be excluded from the
24 Settlement.

25 **4.3.3 Timeliness.** For purposes of determining timeliness, Requests for
26 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
27 Service or other delivery service, on the transmission date of the Request for Exclusion if
28 submitted via fax, or on the date listed in the "sent" field if submitted via email. The Settlement

1 Administrator shall stamp the date received on the original of any Request for Exclusion it
2 receives. Not later than fifteen (15) days after the Request for Exclusion Deadline set by the
3 Court, the Settlement Administrator will inform Class Counsel and Counsel for Defendant of the
4 total number of Settlement Class Members who timely submitted valid Requests for Exclusion.
5 Not later than sixteen (16) court days before the date set for the Fairness Hearing, the Settlement
6 Administrator shall serve copies of all date-stamped Requests for Exclusion on Class Counsel and
7 Counsel for Defendant as well as a declaration describing the Class Notice procedures. The
8 Settlement Administrator shall retain the originals of all Requests for Exclusion in its files.
9 Counsel for the Parties shall not use or disclose the information thus received for any purpose
10 other than the effectuation of the Settlement.

11 **4.3.4 Non-Opt Outs Bound.** Each Class Member who does not submit a
12 Request for Exclusion substantially in compliance with this Section 4.3 within the deadline set by
13 the Court shall be bound by the terms of this Agreement and any Court order approving the terms
14 of the Settlement, unless the Settlement Administrator can ascertain from a timely submitted
15 Request for Exclusion the identity of the Class Member and the Class Member's intention to be
16 excluded from the Settlement.

17 **4.3.5 Resolution of Disputes.** In the event of any issue over the completeness,
18 accuracy, timeliness, or validity of a Request for Exclusion, the Parties shall meet and confer in
19 good faith for the purpose of resolving the issue and, if the issue cannot be resolved, shall submit
20 the dispute to the Settlement Administrator for a final and binding determination that shall not be
21 appealable.

22 **4.3.6 Defendant's Right to Rescind.** If more than ten percent (10%) of the
23 Class Members opt out of the Settlement, then Defendant shall have the option, in its sole
24 discretion, to rescind this Agreement, in which case all of Defendant's obligations under this
25 Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If
26 Defendant exercises this option, it shall provide Plaintiffs with written notice of its election within
27 thirty (30) days of the Request for Exclusion Deadline set by the Court, with a copy to the
28 Settlement Administrator, at which point the Parties shall return to their respective positions that

1 existed before the execution of this Agreement, and no term of this Agreement or any draft
2 thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement
3 discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or
4 in any other proceeding. Notwithstanding the foregoing, the Parties agree that in the event this
5 Agreement is rescinded by Defendant pursuant to this Section 4.3.6, Defendant shall pay the
6 expenses incurred by the Settlement Administrator through the date of Defendant's election to
7 rescind, not to exceed the amount approved by the Court in the Preliminary Approval Order.

8 **4.4 Objections.** Only Settlement Class Members (i.e., those Class Members who
9 have not excluded themselves from the Settlement) may object to the Settlement.

10 **4.4.1 Manner of Objecting.** Settlement Class Members who wish to object to
11 the Settlement must submit via mail, fax, or email to the Settlement Administrator and serve on
12 counsel for the Parties a signed, written statement objecting to the Settlement. Such written
13 statement and all supporting briefs or other materials must be submitted to the Settlement
14 Administrator and served on counsel for the Parties no later than the Notice Response Deadline.
15 Settlement Class Members who submit and serve a signed Objection to the Settlement may but
16 are not required to appear at the Fairness Hearing. Settlement Class Members are not required to
17 submit a written objection in order to be heard at the Fairness Hearing. The Court will hear from
18 any Settlement Class Member who attends the Fairness Hearing and asks to speak regarding his
19 or her objection.

20 **4.4.2 Response to Objections.** At the same time the Class Representative
21 moves for Final Approval pursuant to Section 4.7 of this Agreement, the Class Representative
22 shall also file a response to any objections submitted by Settlement Class Members. Class
23 Counsel must draft the response to the objections and give Counsel for Defendant a draft of the
24 response to review at least three (3) court days before it is filed. Defendant shall be permitted,
25 but not required, to file its own response to any objections.

26 **4.5 Plan of Allocation: Calculation of Settlement Awards.** The Settlement
27 Administrator shall be responsible for the Allocations of the Net Settlement Sum to Settlement
28 Class Members.

1 4.5.1 Before computing the amounts of any Settlement Awards to be paid to
2 Settlement Class Members, the Settlement Administrator shall determine the amount of the Net
3 Settlement Sum by deducting from the Gross Settlement Amount the following: (a) the Fee and
4 Expense Award, (b) the Enhancements, and (c) the Settlement Administration Costs.

5 4.5.2 The Settlement Award for each Settlement Class Member shall be the
6 Settlement Class Member's pro-rata share of the Net Settlement Sum, calculated as follows:

7 4.5.2.1 The Settlement Administrator shall calculate the total Eligible
8 Work Weeks worked by all Settlement Class Members during the Class Period.

9 4.5.2.2 For every GroupMe Work Week worked by a Settlement Class
10 Member, the Settlement Class Member will receive five (5) Net Settlement Shares. For every
11 Post-GroupMe Work Week worked by a Settlement Class Member, the Settlement Class Member
12 will receive one (1) Net Settlement Share.

13 4.5.2.3 The Settlement Administrator will distribute the Net Settlement
14 Sum on a pro rata basis among the Settlement Class Members based on the number of Net
15 Settlement Shares each Settlement Class Member has been allocated divided by the total number
16 of Net Settlement Shares. This allocation is fair because Plaintiffs' primary theory of liability is
17 based on alleged off-the-clock work and expenses allegedly incurred due to the use of GroupMe,
18 which ended on January 29, 2017. It is estimated that the average Settlement Award is \$558.92.
19 The highest Settlement Award is \$1,239.44 and the lowest Settlement Award is \$5.93.

20 4.5.3 The Settlement Administrator shall pay Settlement Awards from the Net
21 Settlement Sum and shall pay only those Settlement Awards payable to Settlement Class
22 Members. It is anticipated that the Settlement Class Members will be a subset of the Class
23 Members because some number of Class Members will opt out of the Settlement. The Settlement
24 Administrator shall deduct each Settlement Class Member's share of the Withholdings and Taxes
25 from the Settlement Award due the Settlement Class Member and shall pay only the net amount
26 to the Settlement Class Member.

27 4.5.4 The Settlement Administrator shall determine the Settlement Award that
28 each Settlement Class Member is entitled to receive, pursuant to the formula set forth in

1 Sections 4.5.2, above, less the Settlement Class Member's share of the Withholdings and Taxes.
2 In order to determine the amount of the Settlement Award to which each Settlement Class
3 Member is entitled, the Settlement Administrator shall use the information provided by Defendant
4 pursuant to Section 4.2.1, above. In the event that any dispute arises with respect to a Settlement
5 Award amount, the Settlement Administrator shall make the final determination after consultation
6 with Class Counsel and Counsel for Defendant.

7 **4.6 Taxes.**

8 **4.6.1 Withholdings and Taxes.** The Parties agree that, for purposes of this
9 Settlement, Settlement Awards shall be allocated 10% to wages subject to Withholdings and
10 Taxes and 90% to reimbursement of expenses, interest, and penalties under the Labor Code.

11 **4.6.2 Tax Reporting.** When reporting Settlement Awards for Settlement Class
12 Members for tax purposes, the amount of each Settlement Award allocated to wages under
13 Section 4.6.1 shall be reported by the Settlement Administrator on IRS Form W-2 as wages, and
14 the remainder of the Settlement Award shall be reported by the Settlement Administrator on IRS
15 Form 1099-MISC as reimbursement of expenses, interest, and penalties.

16 **4.6.3 Settlement Class Member Obligations.** Each Settlement Class Member
17 receiving a Settlement Award shall be responsible for paying his or her share of applicable
18 federal, state, and local income taxes on all amounts such person receives pursuant to this
19 Agreement.

20 **4.6.4 Settlement Administrator Responsibilities Regarding Taxes.** It shall be
21 the responsibility of the Settlement Administrator or its designee to timely and properly withhold
22 all applicable Withholdings and Taxes from Settlement Class Members based on their Settlement
23 Award amounts and to prepare and deliver the necessary tax documentation for signature by all
24 necessary parties and, thereafter, to pay Withholdings and Taxes to the appropriate authorities,
25 and to file all necessary information and other tax returns. Payments to Settlement Class
26 Members, Plaintiffs, and Class Counsel pursuant to this Agreement shall be reported on IRS
27 Forms W-2 or 1099-MISC as applicable, and shall be provided to the respective Settlement Class
28 Members, Plaintiffs, Class Counsel, and all applicable governmental entities as required by law.

1 All Withholdings and Taxes deposited with the applicable governmental entities in accordance
2 with this Agreement shall be part of, and paid out of, the Settlement Award to each Settlement
3 Class Member.

4 **4.6.5 Tax Expenses Resulting from Settlement Administration.** All
5 reasonable and direct expenses and costs incurred by or at the direction of the Settlement
6 Administrator in connection with the administration of the Settlement (including, without
7 limitation, expenses of tax attorneys and/or accountants incurred in providing advice to the
8 Settlement Administrator, and mailing and distribution costs and expenses relating to the filing, or
9 failure to file, the informational and other tax returns described above) shall be considered a cost
10 of administration of the Settlement and shall be part of the Settlement Administration Costs, to be
11 paid out of the Settlement Fund Amount.

12 **4.7 Final Approval and Entry of Judgment.** Following the Request for Exclusion
13 Deadline and before the Fairness Hearing, on or before the date set by the Court, the Class
14 Representative shall move for Final Approval of the Settlement. The Final Judgment and Order
15 Approving Settlement shall be substantially the same as the proposed order attached as Exhibit D.
16 Class Counsel shall draft the final approval papers and give Counsel for Defendant a draft of the
17 papers to review at least four (4) court days before they are filed. Counsel for Defendant will
18 provide any comments to the final approval papers to Class Counsel within two (2) business days
19 of receipt of the papers.

20 **4.8 Calculation of Settlement Fund Amount.** Within twenty (20) business days
21 from the date of Final Approval of the Settlement, the Settlement Administrator shall calculate
22 and advise Counsel for Defendant of the Settlement Fund Amount as set forth in Section 2.47 of
23 this Agreement, and the amount of Defendant's share of Withholdings and Taxes as set forth in
24 Section 2.48 of this Agreement.

25 **4.9 Distribution of Settlement Awards.** After the Effective Date, the Settlement
26 Awards shall be distributed to Settlement Class Members in accordance with the procedures set
27 forth below:
28

1 4.9.1 **Remittance of Settlement Fund Amount.** Within ten (10) calendar days
2 from the Effective Date, Defendant will remit the Settlement Fund Amount to the Settlement
3 Administrator for the establishment of the Settlement Fund. At the same time, Defendant will
4 remit Defendant's share of Withholdings and Taxes arising from the Settlement Awards.

5 4.9.2 **Delivery of Payments.** Within ten (10) calendar days from Defendant's
6 remittance to the Settlement Administrator of the Settlement Fund Amount, the Settlement
7 Administrator shall establish the Settlement Fund and distribute (a) the Fee and Expense Award
8 to Class Counsel, (b) the Settlement Award checks to Settlement Class Members, (c) the
9 Enhancements, and (d) the Withholdings and Taxes arising from the Settlement Awards to the
10 appropriate government entities. The Settlement Administrator will distribute the Settlement
11 Award checks to all Settlement Class Members, including those whose Class Notice was returned
12 undelivered and as to whom no new address was ascertained. Before the Settlement Award
13 checks are mailed to Settlement Class Members, the Settlement Administrator shall update the
14 addresses of the Settlement Class Members using the National Change of Address database. For
15 any returned Settlement Award check directed to a Class Member whose Class Notice was
16 returned undelivered with no new address ascertained, the Settlement Award check shall be
17 deemed null and void and of no further force and effect, although the individual shall remain a
18 Settlement Class Member bound by the Judgment entered in the Action, and the dollar amount
19 plus any interest shall be remitted to the Justice Gap Fund pursuant to Section 4.9.3. As to other
20 returned Settlement Award checks, the Settlement Administrator shall perform a skip trace search
21 and re-mail the Settlement Award check to the new address within seven (7) calendar days of the
22 return of the check. Also within ten (10) calendar days from Defendant's remittance of the
23 Settlement Fund Amount, the Settlement Administrator shall provide Class Counsel and Counsel
24 for Defendant a written report listing each Settlement Class Member, the amount of the
25 Settlement Award to be paid to each Settlement Class Member, and the amount of Withholdings
26 and Taxes for each such Settlement Award. Class Counsel shall hold the information contained
27 in this report in strictest confidence and not use or disclose it for any purpose, except on the
28 written authorization of counsel for Defendant or by order of the Court. No payments shall be

1 made or distributed unless and until the orders and Judgment described in this Agreement are
2 final (meaning that the right to appeal or otherwise seek review of such orders or the Judgment
3 has expired) and on the condition that no appeals from the orders and the Judgment have been
4 filed. Additionally, by no later than the date set by the Court in its Final Approval order, the
5 Settlement Administrator shall file a report with the Court setting forth (1) the total amount of
6 money paid to the Settlement Class Members who received Settlement Awards, (2) the
7 Enhancements, and (3) the Fee and Expense Award paid to Class Counsel.

8 **4.9.3 Negotiation of Settlement Checks.** Any checks tendered to Settlement
9 Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the
10 date of their issuance and shall thereafter be automatically cancelled if not cashed by the
11 Settlement Class Member within that time, at which time the Settlement Class Member's claim
12 shall be deemed null and void and of no further force and effect, although the individual shall
13 remain a Settlement Class Member bound by the Judgment entered in the Action. The Settlement
14 Administrator shall print the void date of all Settlement Award checks on the face of the checks.
15 After 180 days, the aggregate dollar amount of uncashed checks, plus any interest that has
16 accrued thereon and has not otherwise been distributed, shall be remitted to the Justice Gap Fund
17 of the State Bar of California pursuant to Code of Civil Procedure section 384.

18 **4.9.4 Discharge of Obligations.** Defendant shall fully discharge its obligations
19 to Plaintiffs and the Settlement Class Members concerning the Settlement Fund through the
20 remittance of the Settlement Fund Amount to the Settlement Administrator as set forth in Section
21 4.9.1, above, regardless of whether checks representing individual Settlement Awards are actually
22 received and/or negotiated by Settlement Class Members. Once Defendant has complied with its
23 obligation set forth in Section 4.9.1, above, it will be deemed to have satisfied all terms and
24 conditions under this Agreement, shall be entitled to all protections afforded to it under this
25 Agreement, and shall have no further obligations under the terms of the Agreement, regardless of
26 what occurs with respect to the further administration of the Settlement. Without prejudice to any
27 other remedies, the Settlement Administrator shall hold Defendant harmless from and against all
28 liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising

1 out of any failure to timely or properly compensate Class Members as provided for in this
2 Agreement.

3 **4.10 Questions and Disputes.** In the event that questions or disputes arise regarding
4 the entitlement of any Class Member under this Agreement, counsel for each Party shall
5 cooperate to provide to counsel for the other Party and the Settlement Administrator all available
6 information reasonably necessary to resolve them. Such information shall be provided in either
7 electronic form or hard copy, as the Settlement Administrator may reasonably request. If the
8 Parties cannot resolve any dispute concerning the entitlement of any Class Member under this
9 Agreement, the dispute(s) shall be submitted to the Settlement Administrator, who shall resolve
10 the dispute(s) and whose decision shall be final and binding. In such a dispute, the information
11 provided by Defendant will be presumed accurate.

12 **4.11 Notification and Certification by Settlement Administrator.** The Settlement
13 Administrator shall keep Counsel for Defendant and Class Counsel apprised of the status of the
14 claims administration process and its distribution of Settlement Awards. Upon completion of
15 administration of the Settlement, the Settlement Administrator shall provide a detailed, written
16 certification of such completion to the Court and counsel for the Parties.

17 **4.12 Nullification of Settlement Agreement if Settlement Not Approved.** In the
18 event: (a) the Court does not preliminarily approve the Settlement as provided herein; (b) the
19 Court does not finally approve the Settlement as provided herein; (c) the Court does not enter the
20 Judgment as provided herein; or (d) the Settlement does not become final for any other reason,
21 including the exercise of Defendant's right to rescind the Settlement under Section 4.3.6, above,
22 this Agreement shall be null and void *ab initio* (with the exception of this Section, Section 3.2,
23 and Section 4.3.6) and any order or Judgment entered by the Court in furtherance of this
24 Settlement shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the
25 Parties shall be returned to their respective statuses as of March 11, 2021. In the event an appeal
26 is filed from the Judgment, or any other appellate review is sought before the Effective Date,
27 administration of the Settlement shall be stayed pending final resolution of the appeal or other
28 appellate review.

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

2 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
3 Class Counsel shall, with the cooperation of Counsel for Defendant as reasonably requested by
4 Class Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the
5 Agreement by the Court, including responding to any objectors, intervenors, or other persons or
6 entities seeking to preclude approval of this Agreement.

7 **5.2 Entry of Judgment.** The Final Judgment and Order Approving Settlement shall
8 include a provision for entry of judgment in accordance with this Agreement, with each Party to
9 bear all of his or its own costs and attorneys' fees, except as expressly set forth herein.

10 **5.3 The Settlement Class Release.** Effective upon Defendant remitting the
11 Settlement Fund Amount to the Settlement Administrator as set forth in Section 4.9.1 above, all
12 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have,
13 expressly released, waived and relinquished the Released Claims. Settlement Class Members
14 shall not sue or otherwise make a claim against any of the Released Parties for any of the
15 Released Claims and shall be barred from filing any actions, claims, complaints or proceedings
16 regarding the Released Claims with the California Division of Labor Standards Enforcement or
17 the United States Department of Labor Wage and Hour Division, or from initiating any other
18 proceedings against the Released Parties regarding the Released Claims. Settlement Class
19 Members' release, waiver and relinquishment of the Released Claims shall preclude them from
20 participating in any judgment or settlement of claims that are the subject of the Released Claims
21 in any other class, collective or representative action.

22 **5.4 Plaintiffs' General Release.** Upon the Effective Date, Plaintiffs Eric Paul and
23 Devin Glasere, and each of their successors, assigns, heirs, personal representatives and all those
24 who claim through them or who assert claims on their behalf, shall be deemed to have, and by
25 operation of the Judgment shall have, expressly released, waived and relinquished the Released
26 Claims. Plaintiffs agree not to sue or otherwise make a claim against any of the Released Parties
27 for any of the Released Claims and shall be barred from filing any actions, claims, complaints or
28 proceedings with the California Division of Labor Standards Enforcement or the United States

1 Department of Labor Wage and Hour Division, or from initiating any other proceedings against
2 any of the Released Parties regarding the Released Claims. Additionally, Plaintiffs agree that
3 upon the Effective Date, they expressly release, waive and relinquish any and all claims,
4 demands, rights, liabilities and causes of action they have or have ever had against any of the
5 Released Parties, whether for economic damages, noneconomic damages, exemplary damages,
6 penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs or any other
7 forms of monetary or non-monetary relief in any way arising out of or relating to any facts,
8 transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to
9 act at any time up to and including the Effective Date, including but not limited to any claims
10 arising from or related to their employment with Defendant or the termination of that
11 employment. This general release by Plaintiffs shall become effective upon the Effective Date
12 and include all statutory claims, common law claims (including but not limited to those sounding
13 in contract, tort and equity), and claims for compensation to the fullest extent permitted by law.
14 Plaintiffs further agree not to sue or otherwise make a claim against any of the Released Parties
15 for any of the claims that are released pursuant to this Section 5.4.

16 **5.5 Waiver of Civil Code Section 1542.** Plaintiffs acknowledge that their general
17 release herein includes potential claims and costs that may not be known or suspected by them to
18 exist, and they each hereby expressly and affirmatively waives and relinquishes any and all rights
19 and benefits which they may otherwise have relating to the claims released in Section 5.4
20 pursuant to Civil Code section 1542, and any similar law of any state or territory of the United
21 States. Civil Code section 1542 states as follows:

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

26 **6. ADDITIONAL PROVISIONS**

27 **6.1 No Admission of Liability.** Defendant contends that all of its employment
28 practices comply and have complied with applicable law, that Class Members were and are

1 properly compensated for all wages, including (without limitation) minimum, regular and
2 overtime pay associated with off-the-clock work or otherwise, were and are properly
3 compensated for reasonable and necessary business expenses (if any), and were and are properly
4 provided meal and rest periods, timely payment of final wages, and accurate wage statements and
5 payroll records, all in compliance with applicable law, and that its conduct was not willful,
6 knowing and intentional, or otherwise unlawful with respect to any of the Claims. Defendant has
7 denied and continues to deny each of the Claims alleged and the contentions made by Plaintiffs in
8 the Action. Defendant denies any wrongdoing or legal liability arising out of any of the facts or
9 conduct alleged in the Action and believes it has valid defenses to Plaintiffs' claims. This
10 Agreement reflects the compromise and settlement of disputed claims between the Parties, and its
11 provisions and any and all drafts, communications or discussions relating thereto do not
12 constitute, are not intended to constitute, and will not under any circumstances be deemed to
13 constitute an admission by Defendant as to the merits, validity or accuracy of any of the
14 allegations or claims in the Action, nor a waiver of any defense.

15 **6.2 Parties Represented by Counsel.** The Parties hereby acknowledge that they have
16 been represented in negotiations for and in the preparation of this Agreement by independent
17 counsel of their own choosing, they have read this Agreement and have had it fully explained to
18 them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
19 effect.

20 **6.3 Voluntary Agreement.** This Agreement is executed voluntarily and without
21 duress or undue influence on the part of or on behalf of either Party, or of any other person, firm
22 or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of
23 all other matters pertaining hereto as she or it deems necessary.

24 **6.4 Notices.** The Parties, Class Counsel and Counsel for Defendant acknowledge and
25 agree that for the purposes of any claims, actions or proceedings arising out of this Agreement,
26 notice provided to Class Counsel shall be deemed notice to Plaintiffs and to Class Members. All
27 notices, requests, demands and other communications required to be given under this Agreement
28

1 shall be in writing and shall be delivered personally, faxed, emailed or mailed, postage prepaid,
2 by first class United States mail, addressed as follows:

3 To Class Members or to Plaintiffs:

4 MOSS BOLLINGER, LLP
5 Jeremy F. Bollinger, Esq.
6 Ari Moss, Esq.
7 Dennis F. Moss, Esq.
8 15300 Ventura Boulevard, Ste. 207
9 Sherman Oaks, California 91403

8 To Defendant:

9 Karen J. Kubin (KKubin@mofoc.com)
10 MORRISON & FOERSTER LLP
11 425 Market Street
12 San Francisco, California 94105-2482
13 Telephone: (415) 268-7000
14 Facsimile: (415) 268-7522

13 6.5 **No Press Releases/Public Comment.** Unless they first obtain Defendant's
14 express written consent, Class Counsel and Plaintiffs shall not (a) publicize or promote the terms
15 of this Settlement, or the negotiations leading to this Settlement, to any third party (including but
16 not limited to the media, the legal community or the public at large), or (b) issue any press
17 releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or
18 publicize the Settlement. Nothing in this Agreement is intended to prevent Plaintiffs or Class
19 Counsel from disclosing or discussing the terms of this Settlement (i) with the Court, (ii) with any
20 Class Member, (iii) with the Settlement Administrator, or (iv) as otherwise required by law.

21 6.6 **Authorization.** The Parties hereto represent and warrant that each signatory
22 hereto has the full right and authority to enter into this Agreement and bind the Party on whose
23 behalf he, she or it has executed this Agreement.

24 6.7 **Agreement Binding on Successors in Interest.** This Agreement shall be binding
25 on and inure to the benefit of the respective successors, assigns, heirs, and personal
26 representatives of the Parties.
27
28

1 6.8 **Time Periods.** The time periods and dates set forth in this Agreement with respect
2 to the giving of notices and hearings are subject to approval and modification by the Court or the
3 written stipulation of counsel for the Parties.

4 6.9 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
5 accomplish the terms of this Agreement, including but not limited to execution and delivery of
6 any and all additional papers, documents and other assurances and taking such other action that
7 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
8 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
9 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
10 the terms set forth herein.

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

19 6.11 **Headings.** The various headings used in this Agreement are solely for the
20 convenience of the Parties and shall not be used to interpret this Agreement.

21 6.12 **No Construction Against Drafter.** This Agreement shall be deemed to have been
22 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter
23 shall not apply to this Agreement.

24 6.13 **Amendment and Modification.** Except as expressly provided in Section 6.8,
25 above, with respect to time periods and dates set forth herein, this Agreement may not be
26 amended, altered, or modified except in writing and signed by the Parties hereto, their successors
27 in interest, or their duly authorized representatives, and approved by the Court.
28

1 6.14 **Governing Law.** This Agreement is entered into in accordance with the laws of
2 the State of California and shall be governed by and interpreted in accordance with those laws.

3 6.15 **Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
4 otherwise arising out of this Agreement, or relating to the Action or the Released Claims, shall be
5 subject to the exclusive jurisdiction of the Court, and the Plaintiffs, Class Members, and
6 Defendant agree to submit to the personal and exclusive jurisdiction of the Court for the purpose
7 of resolving any such dispute. Following the Effective Date, the Court shall retain jurisdiction
8 solely with respect to the interpretation, implementation, and enforcement of the terms of this
9 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
10 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
11 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in
12 connection therewith.

13 6.16 **Agreement Constitutes a Complete Defense.** To the extent permitted by law,
14 this Agreement may be pleaded as a full and complete defense to any action, suit or other
15 proceeding that may be instituted, prosecuted or attempted in breach of or contrary to this
16 Agreement.

17 6.17 **Signatures.** Any signature made and transmitted by facsimile or by a Portable
18 Document Format (PDF) attachment to an email shall have the same force and effect as original
19 signatures.

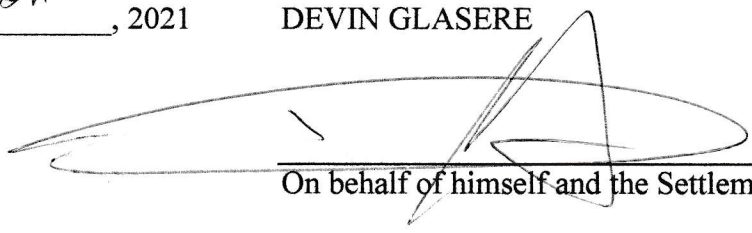
20 6.18 **Execution Date and Execution in Counterparts.** This Agreement shall be
21 deemed executed upon the last date of signature of all of the undersigned. The Parties may
22 execute this Agreement in counterparts, each of which shall constitute an original, but all of
23 which together shall constitute one and the same instrument having the same force and effect as if
24 all Parties had signed the same instrument.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS THEREOF, the Parties hereto have so agreed.

Dated: September 9th, 2021

DEVIN GLASERE



On behalf of himself and the Settlement Class

Dated: September _____, 2021

ERIC PAUL

On behalf of himself

Dated: September _____, 2021

STAPLES THE OFFICE SUPERSTORE, LLC

By: _____

Its: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS THEREOF, the Parties hereto have so agreed.

Dated: September _____, 2021

DEVIN GLASERE

On behalf of himself and the Settlement Class

Dated: September 13, 2021

ERIC PAUL



On behalf of himself

Dated: September _____, 2021

STAPLES THE OFFICE SUPERSTORE, LLC

By: _____

Its: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS THEREOF, the Parties hereto have so agreed.

Dated: September _____, 2021

DEVIN GLASERE

On behalf of himself and the Settlement Class

Dated: September _____, 2021

ERIC PAUL

On behalf of himself

Dated: September 15, 2021

STAPLES THE OFFICE SUPERSTORE, LLC

By:  _____

Its: General Counsel _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM:

Dated: September 14, 2021


MOSS BOLLINGER LLP

By: _____  _____

Attorneys for Plaintiffs
ERIC PAUL AND DEVIN GLASERE

Dated: September 16, 2021

MORRISON & FOERSTER LLP

By: _____  _____
Karen J. Kubin

Attorneys for Defendant
STAPLES THE OFFICE SUPERSTORE, LLC

EXHIBIT A

to

Amended Class Action

Settlement Agreement and Release

Paul v. Staples The Office Superstore, LLC

Los Angeles Sup. Ct. Case No. 19STCV22782

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERIC PAUL, individually and on behalf of all others similarly situated,
Plaintiff

v.

STAPLES THE OFFICE SUPERSTORE, LLC, a Delaware Limited Liability Company; and DOES 1 through 50,
Defendants.

Case No. 19STCV22782

NOTICE OF SETTLEMENT OF CLASS ACTION

ATTENTION: If you were employed by Staples the Office Superstore, LLC as a Sales Manager in California at any time from July 1, 2015 to [Preliminary Approval Date], you may be a Class Member eligible to receive money from a proposed Settlement in the above-captioned class action lawsuit.

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

To be eligible for your share of the Settlement, you are not required to make a claim. However, you must update the Settlement Administrator, Phoenix Class Action Administration Solutions, with any change of address.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	<p>If you take no further action, you will remain a Class Member, represented by Class Counsel.</p> <p>You will receive a Settlement Award and will be bound by the terms of the Settlement Agreement.</p> <p>As a Class Member, you will not be charged for the services of Class Counsel.</p>
EXCLUDE YOURSELF	<p>You may submit a Request for Exclusion to “opt out” of this Settlement. If you do not want to remain a Class Member, you must timely submit a Request for Exclusion within 60 days of the postmark date of this Class Notice or, if applicable, the re-mailed Class Notice.</p> <p>If you submit a timely and valid Request for Exclusion, you will not receive a Settlement Award or be bound by the terms of the Settlement Agreement.</p>

Page 1

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

EXHIBIT A

OBJECT	<p>You may object to the Settlement by submitting a written objection within 60 days of the postmark date of this Class Notice or, if applicable, the re-mailed Class Notice. You may also object orally to the Settlement by appearing at the Final Approval Hearing currently set for [redacted] : [redacted] .m. on [redacted], 2021, in Department 7 of the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012.</p> <p>If the Court grants final approval of the Settlement despite your objection, you will receive a Settlement Award and you will be bound by the terms of the Settlement Agreement.</p>
---------------	---

According to Staples' records, you are a member of the Class that has been conditionally certified for purposes of the Class Action Settlement, and therefore are receiving this Notice. Based on Staples' records and the Parties' assumptions, the average estimated payment to Class Members is \$558.92, the highest estimated payment is \$1,239.44 and the lowest estimated payment is \$5.93. The actual amount you may receive may be different and will depend on a number of factors.

Your options are further explained in this Notice. To exclude yourself from, or object to, the Settlement, you must act by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your Settlement Award. Staples will not retaliate against you for any actions you take with respect to the settlement.

What is this proposed Settlement about?

Plaintiff Eric Paul filed the Action on July 1, 2019, alleging that Staples failed to pay minimum and overtime wages, reimburse business expenses, and pay wages in a timely manner to terminated employees, and in these ways engaged in unfair competition. Former Staples Sales Manager Devin Glasere was added as a plaintiff in May, 2021. All of the claims in the Action are premised on the allegation that persons employed by Staples as Sales Managers in California were not compensated for time spent reading and responding to GroupMe and other group text messages while off-the-clock and were not reimbursed for the use of their personal cell phones in connection with such activities. The Action was brought as a putative class action and sought unreimbursed business expenses, unpaid wages, restitution, prejudgment interest, attorneys' fees, and costs.

Under the proposed Settlement, Staples agrees to make payments to Class Members who do not opt out of the Settlement. These payments will be based on the number of GroupMe Work Weeks and Post-GroupMe Work Weeks worked by each Settlement Class Member during the Class Period compared to the total number of Eligible Work Weeks worked by all Settlement Class Members during the Class Period, as more fully described below.

Staples also agrees to pay the Settlement Administration Costs, an Enhancement payment to each Plaintiff, and attorneys' fees and costs to Plaintiffs' counsel up to the amounts described below,

all subject to the Court's approval. Staples's maximum total payment obligation under the proposed Settlement is \$425,000.00, plus the employer-side share of Withholdings and Taxes.

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

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

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, reasonable, and adequate. Any final determination of those issues will be made at the Final Approval Hearing.

Summary of the proposed Settlement

Staples has agreed to pay \$425,000.00 ("Settlement Consideration") to resolve all claims that were alleged in the Complaint, First Amended Complaint, and Second Amended Complaint, or claims that could have been alleged based on any facts discovered in the course of the Action, and for Class Members' release of claims described below. If finally approved by the Court, the proposed Settlement will distribute money as follows:

Settlement Awards to Class Members: Settlement Class Members (Class Members who do not exclude themselves from the Settlement) will be paid their pro-rata share of the Net Settlement Sum, calculated as follows: The Settlement Administrator will calculate the total number of Eligible Work Weeks worked by all Settlement Class Members during the Class Period. For every GroupMe Work Week worked by a Settlement Class Member, the Settlement Class Member will receive five (5) Net Settlement Shares. For every Post-GroupMe Work Week worked by a Settlement Class Member, the Settlement Class Member will receive one (1) Net Settlement Share. The Settlement Administrator will distribute the Net Settlement Sum on a pro rata basis among the Settlement Class Members based on the number of Net Settlement Shares each Settlement Class Member has been allocated divided by the total number of Net Settlement Shares.

"GroupMe Work Weeks" means the number of weeks a Class Member was employed by Staples as a Sales Manager in California between July 1, 2015 and January 29, 2017. "Post GroupMe Work Weeks" means the number of weeks a Class Member was employed by Staples as a Sales Manager in California between January 30, 2017 and the Preliminary Approval Date. "Eligible Work Weeks" means the aggregate number of GroupMe Work Weeks and Post-GroupMe Work Weeks worked by a Class Member during the Class Period. "Net Settlement Share" is the ratio by which the Net Settlement Sum is allocated to a particular work week. Eligible Work Weeks will be calculated according to Staples's records.

“Net Settlement Sum” means the Settlement Consideration minus the payment of (a) the Fee and Expense Award, (b) Plaintiffs’ Enhancement payments, and (c) the Settlement Administration Costs, all of which are described below.

Settlement Awards shall be subject to applicable Withholdings and Taxes.

Fee and Expense Award to Class Counsel: Class Counsel (Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss of Moss Bollinger LLP) will be requesting 33.33% of the Settlement Consideration (\$141,666.67) as their fee for prosecuting this case and \$47,000.00 for reimbursement of their costs/expenses incurred in the Action. You are not personally responsible for any of Class Counsel’s attorneys’ fees or costs/expenses.

Enhancement Payments: Each Plaintiff (Eric Paul and Devin Glasere) will request an Enhancement Payment for their services in the case of \$7,500, or a total of \$15,000. You are not personally responsible for any Enhancement Payment.

Costs and Expenses of the Settlement Administrator: The Parties have hired a professional company to administer the Settlement. It will be paid an amount not to exceed \$8,500. You are not personally responsible for any amount paid to the Settlement Administrator.

The Court will rule on these requests at the Final Approval Hearing. The amounts awarded by the Court at the Hearing will decrease the amounts that will be distributed to the Settlement Class Members.

What are my rights and options?

1. **You can exclude yourself from the Settlement:** If you do not want a Settlement Award and do not want to be bound by any of the proposed Settlement’s terms, you must make a timely written Request for Exclusion. Your Request for Exclusion (a) must contain your name, address, telephone number and last four digits of your Social Security number, (b) must be signed and dated by you, (c) the words “Request for Exclusion” at the top of the document; and (d) a statement setting forth your intent to be excluded from the Settlement. Your Request for Exclusion must be mailed, faxed, or emailed to the Settlement Administrator and must be postmarked or sent by [DATE – 60 days from mailing Class Notice] or, if applicable, 60 days from the postmark date of the re-mailed Class Notice. You should not request exclusion if you wish to receive money from the Settlement.

2. **You can object to the Settlement:** You can object to the Settlement before the Court’s final approval of the Settlement. To object in writing, you must submit a written objection to the Settlement Administrator and counsel for the Parties by [DATE – 60 days from mailing Class Notice] or, if applicable, 60 days the postmark date of the re-mailed Class Notice. You may also appear at the Final Approval Hearing currently set for [] : [] .m. on [] , 2021, in Department 7 of the Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012. You are not required to appear, either personally

or through counsel, at the Final Approval Hearing in order for your written objection to be considered. Nor are you required to submit a written objection in order to be heard at the Final Approval Hearing. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.

Your written objection and, if applicable, notice of intention to appear at the Final Approval Hearing must be submitted via mail, fax, or email to the Settlement Administrator with copies mailed to the following attorneys by [DATE – 60 days from mailing class Notice] or, if applicable, 60 days from the postmark date of the re-mailed Class Notice:

ATTORNEYS FOR PLAINTIFFS
ERIC PAUL AND DEVIN
GLASERE, AND THE CLASS
MEMBERS

Jeremy F. Bollinger
(jeremy@mossbollinger.com)
MOSS BOLLINGER LLP
15300 Ventura Blvd., Ste. 207
Sherman Oaks, California 91403
Telephone: (310) 982-2984

ATTORNEYS FOR DEFENDANT
STAPLES THE OFFICE
SUPERSTORE, LLC

Karen J. Kubin
(KKubin@mofocom.com)
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000

You may object to the Settlement only if you do not submit a Request for Exclusion.

If you intend to appear at the Final Approval Hearing or review court files, you must comply with the Court's social distancing procedures. All persons attending court proceedings, whether in person or remotely, must comply with applicable California Rules of Court, including Rule 1.150. If you are attending the Final Approval Hearing in person, you must wear a mask covering your nose and mouth. You are prohibited from gathering with or speaking to anyone outside your household in courthouse hallways or other public areas of the Court unless you can do so at least six feet apart from each other and while wearing a mask over your nose and mouth. Eating in courthouse hallways and courtrooms is prohibited at all times. If you have a disability that precludes you from wearing face coverings compliant with the California Department of Public Health Guidance Concerning the Use of Face Coverings issued on June 18, 2020, you are urged to seek an accommodation under Rule 1.100 of the California Rules of Court in advance of your court appearance.

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

A Notice of Eligible Work Weeks form is attached as Form 1 to this Notice. It provides the number of Work Weeks you worked during the Class Period according to Staples's records. If you wish to participate in the Settlement but you do not agree with the number of Work Weeks shown on the form, you must complete the Notice of Eligible Work Weeks form and mail, fax,

or email it to the Settlement Administrator by [DATE – Request for Exclusion Deadline] or, if applicable, 60 days from the postmark date of the re-mailed Class Notice.

You should also correct your mailing address if it is not correct by calling the Settlement Administrator at - - or by emailing [INSERT EMAIL].

Settlement Checks

You must cash your Settlement check by the void date stated on the check. If you do not cash your check by the void date, your check will be automatically cancelled, and you will not receive any moneys from the Settlement. The money represented by your check will be irrevocably sent to the Justice Gap Fund of the State Bar of California.

The Settlement provides that your Settlement payment will be allocated % to wages (subject to withholding and taxes) and % to reimbursement of expenses, interest, and penalties. The Settlement Administrator will issue you an IRS Form W-2 for the wage portion of your Settlement payment and an IRS Form 1099-MISC for the balance of your payment representing reimbursement of expenses, interest and penalties. But please be advised that you are responsible for all taxes, penalties and interest owed with respect to your Settlement payment, regardless of the foregoing allocations. You should consult with an accountant or other tax professional with any questions. Neither the Parties, their lawyers nor the Court is providing you with financial or tax advice.

What claims am I releasing by participating in the Settlement?

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

“Released Claims” means all claims, debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind that arose during the Class Period and that were alleged in, or arising out of the facts asserted in, the operative Second Amended Complaint, including (without limitation) claims for reimbursement of business expenses; for unpaid time worked off-the-clock; or under California Labor Code sections 200, 201, 202, 203, 218, 218.5, 218.6, 510, 1194, 1194.2, 1197, 1197.1, and 2802, and the Wage Orders promulgated thereunder; California Business and Professions Code section 17200 et seq.; California Code of Civil Procedure section 1021.5; and California Civil Code section 3287, subdivision (a). Expressly excluded from the Released Claims are (a) claims for wages in Workers’ Compensation and Unemployment Insurance benefits cases, and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

“Released Parties” means Staples the Office Superstore, LLC, its present, former or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns (including without limitation USR Parent Inc.), and each of their respective

present, past or future officers, directors, employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives, and any other individual or entity which could be liable for any of the Released Claims.

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

The Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties arising out of or related to any of the Released Claims. The Settlement Class Members further agree not to file any action, claim, complaint or proceeding regarding any of the Released Claims with the California Division of Labor Standards Enforcement or the United States Department of Labor Wage and Hour Division. The Settlement Class Members further agree that their release, waiver and relinquishment of the Released Claims shall preclude them from participating in any judgment or settlement of claims that are the subject of the Released Claims in any other class, collective or representative action.

When is the next Court hearing?

A Final Approval Hearing will be held before the Honorable Amy D. Hogue in Department 7 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012, on [REDACTED], 2021 at [REDACTED] : [REDACTED] m. to determine whether the Settlement is fair, reasonable, and adequate. Judge Hogue will be asked to approve the plan for distributing the Settlement Awards, Class Counsel's Fee and Expense Award, the Enhancement payments to Plaintiffs, and payment to the Settlement Administrator for its services. A motion for final approval of these items should be on file with the Court no later than [REDACTED], 2021 and will be available for review after that date. This hearing may be continued by order of the Court. Notice of continuation of the hearing will be provided on the website, which can be found here: [insert website link]. Notice of the Final Approval or Judgment will also be posted on this website. It is not necessary for you to appear at the hearing.

To appear at the Final Approval Hearing remotely, go to the court's website for remote appearances at <https://lacourt.portalscloud.com/VCourt/Landing.aspx>. Click on "schedule" and create a user account. To schedule your appearance, enter Case Number 19STCV22782. Under Attendee, select "other". Select "class member" from the drop down menu and enter your email address and phone number. Under party, select "Paul". Click the box to the left of the date/time and choose "audio." On the next screen, follow the instructions to input payment information.

What if I need more information?

Capitalized terms in this Notice have the same meaning they are given in the Class Action Settlement Agreement and Release ("Agreement"), filed with the Court on [DATE] as an attachment to [FULL NAME OF PRELIMINARY APPROVAL DOCUMENT]. For the precise terms and conditions of the Settlement, you should consult the detailed Agreement and the Preliminary Approval Order, which is also on file with the Court. If you have any questions, you

can contact the Settlement Administrator at [REDACTED]. You can also contact Class Counsel listed above.

Depending on what action you take in connection with the Settlement, you may need to contact or submit documents to the Settlement Administrator. You can do this as follows:

Eric Paul v. Staples The Office Superstore, LLC.

Settlement Administrator

c/o Phoenix Settlement Administrators.

P.O. Box [REDACTED]

[REDACTED], CA 9[REDACTED]

Phone: [REDACTED PHONE NUMBER]

Fax: [REDACTED FAX NUMBER]

Email: [REDACTED EMAIL ADDRESS]

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

Page 8

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

EXHIBIT A

EXHIBIT B

to

Amended Class Action

Settlement Agreement and Release

Paul v. Staples The Office Superstore, LLC

Los Angeles Sup. Ct. Case No. 19STCV22782

NOTICE OF ELIGIBLE WORK WEEKS
Eric Paul v. Staples the Office Superstore, LLC
Los Angeles Superior Court Case No. 19STCV22782

To: [Class Member Name]

Your potential individual Settlement Award in the Settlement of the class action lawsuit listed above is based on the number of work weeks you were employed by Staples the Office Superstore, LLC (“Staples”) during the period July 1, 2015 through [Preliminary Approval Date] (the “Class Period”), as a Sales Manager at a Staples Superstore in California (“Eligible Work Weeks”). According to Staples’ records, you worked a total of [] Eligible Work Weeks during the Class Period. [] of those work weeks were worked between July 1, 2015 and January 29, 2017, and are treated as GroupMe Work Weeks. [] of those work weeks were worked between January 30, 2017 and [Preliminary Approval Date], and are treated as Post-GroupMe Work Weeks.

If you wish to participate in the Settlement and you agree with the number of Eligible Work Weeks, GroupMe Work Weeks, and Post-GroupMe Work Weeks shown above, then you do not need to take any further action. You will receive your Settlement Award once the Settlement becomes final.

If you wish to participate in the Settlement but you do not agree with the Eligible Work Weeks, GroupMe Work Weeks, or Post-GroupMe Work Weeks shown above, please insert in the space below the number of weeks you believe you worked during the Class Period and check the applicable box.

Total Number of Eligible Work Weeks Worked During the Entire Class Period (July 1, 2015 to [Preliminary Approval Date]): _____

Number of GroupMe Work Weeks Worked From July 1, 2015 to January 29, 2017: _____

Number of Post-GroupMe Work Weeks Worked From January 30, 2017 to [Preliminary Approval Date]: _____

You are encouraged to submit documentation in support of the above. If there is a dispute about the number of any of your Work Weeks, the Settlement Administrator’s decision will be final and binding. In resolving the dispute, the documentation provided by Staples will be presumed accurate.

- I am enclosing documentation to support my position that I worked a different number of weeks than shown by Staples’ records.
- I am not enclosing documentation to support my position that I worked a different number of weeks than shown by Staples’ records.

Form 1

EXHIBIT B

Dated: _____

(signature)

If you wish to dispute your Eligible Work Weeks shown above, you must complete, sign and date this Notice of Eligible Work Weeks form and mail, fax, or email it with any supporting documentation to the Settlement Administrator, Phoenix Class Action Administration Solutions, at [XX's address, XX fax number, or XX email], postmarked no later than _____, 2021 **request for exclusion deadline** or, if applicable, 60 days from the postmark date of the re-mailed Class Notice.

Form 1

EXHIBIT B

EXHIBIT C

to

Amended Class Action

Settlement Agreement and Release

Paul v. Staples The Office Superstore, LLC

Los Angeles Sup. Ct. Case No. 19STCV22782

1 Jeremy F. Bollinger (SBN 240132)
2 Dennis F. Moss (SBN 77512)
3 Ari E. Moss (SBN 238579)
4 MOSS BOLLINGER LLP
5 15300 Ventura Blvd., Ste. 207
6 Sherman Oaks, California 91403
7 Telephone: (310) 982-2984
8 jeremy@mossbollinger.com
9 dennis@mossbollinger.com
10 ari@mossbollinger.com

11 Attorneys for Plaintiffs ERIC PAUL and
12 DEVIN GLASERE

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERIC PAUL, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

STAPLES THE OFFICE SUPERSTORE, LLC, a
Delaware Limited Liability Company; and DOES
1 through 50,

Defendants.

Case No. 19STCV22782

(Assigned for All Purposes to the Hon.
Amy D. Hogue, SSC Dept. 7)

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

Date Action Filed: July 1, 2019
Trial Date: Not Yet Set

This matter has come before the Court on the motion of plaintiff Devin Glasere for preliminary approval of the settlement of the Action ("Motion"). A hearing on the Motion was held on _____. The Court, having duly considered the Motion, good cause appearing, hereby orders as follows:

1. Capitalized terms in this Order have the same meaning they are given in the Class Action Settlement Agreement and Release ("Agreement") filed with the Motion.

1 2. The Court grants preliminary approval of the Settlement based upon the terms set
2 forth in the Agreement. The Settlement appears to be fair, reasonable and adequate to the Class
3 and presumptively valid, subject only to any objections that may be raised at or before the Final
4 Approval Hearing.

5 3. A Final Approval Hearing on the question of whether the proposed Settlement,
6 attorneys' fees and costs to Class Counsel, the Plaintiffs' Enhancement payments, and Settlement
7 Administration Costs should finally be approved as fair, reasonable and adequate as to the Class
8 Members is scheduled for _____, at _____ .m. in Department 7 of this Court.

9 4. The Court approves as to form and content the Class Notice attached hereto as
10 Exhibit 1. The Court approves the procedure for Class Members to request exclusion from or to
11 object to the Settlement as set forth in the Class Notice. The Court approves as to form and
12 content the Notice of Eligible Work Weeks attached to the Class Notice as Form 1 and directs
13 that it shall be mailed to Class Members with the Class Notice.

14 5. The Court directs the mailing of the Class Notice in accordance with the
15 Implementation Schedule set forth below. The Court finds that the manner and mode of giving
16 notice to Class Members meet the requirements of due process and provide the best notice
17 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
18 entitled thereto.

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

20 7. The Court preliminarily approves Jeremy F. Bollinger, Dennis F. Moss, and Ari E.
21 Moss of Moss Bollinger LLP as Class Counsel.

22 8. The Court approves Phoenix Class Action Administration Solutions as the
23 Settlement Administrator.

24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9. The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Member information to Settlement Administrator.	_____ (15 business days from entry of this Order.)
Settlement Administrator mails Class Notice to Class Members.	_____ (10 business days from receipt of Class Member information from Defendant.)
Deadline for Class Members to mail or email Requests for Exclusion.	_____ (45 days from initial mailing of Class Notice)
Deadline for Class Members to mail or email any objections to Settlement to Settlement Administrator.	_____ (45 days from initial mailing of Class Notice)
Deadline for Class Counsel to file Motion for Final Approval of Settlement and Motion for Attorneys' Fees and Costs. <i>[no sooner than three weeks after deadline for Class Members to mail or email Requests for Exclusion or objections to Settlement]</i>	_____
Fairness Hearing and Final Approval.	_____ at _____.m.

IT IS SO ORDERED.

Dated: _____, 2021

Honorable Amy D. Hogue
Judge of the Superior Court

EXHIBIT D

to

Amended Class Action

Settlement Agreement and Release

Paul v. Staples The Office Superstore, LLC

Los Angeles Sup. Ct. Case No. 19STCV22782

1 Jeremy F. Bollinger (SBN 240132)
2 Dennis F. Moss (SBN 77512)
3 Ari E. Moss (SBN 238579)
4 MOSS BOLLINGER LLP
5 15300 Ventura Blvd., Ste. 207
6 Sherman Oaks, California 91403
7 Telephone: (310) 982-2984
8 jeremy@mossbollinger.com
9 dennis@mossbollinger.com
10 ari@mossbollinger.com

11 Attorneys for Plaintiffs ERIC PAUL and
12 DEVIN GLASERE

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES

15 ERIC PAUL, individually and on behalf of all
16 others similarly situated,

17 Plaintiff,

18 v.

19 STAPLES THE OFFICE SUPERSTORE, LLC, a
20 Delaware Limited Liability Company; and DOES
21 1 through 50,

22 Defendants.

Case No. 19STCV22782

(Assigned for All Purposes to the Hon.
Amy D. Hogue, SSC Dept. 7)

**[PROPOSED] ORDER GRANTING
PLAINTIFF DEVIN GLASERE'S
MOTION FOR FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON**

Date Action Filed: July 1, 2019
Trial Date: Not Yet Set

23 This matter has come before the Court on the motion of plaintiff Devin Glasere
24 (“Plaintiff”) for Final Approval of Class Action Settlement (“Motion”). A Fairness Hearing was
25 held on _____, following the Court’s order granting Plaintiff’s motion for preliminary
26 approval of the Settlement and notice of the Settlement to the Class with an opportunity for Class
27 Members to request exclusion or object to the Settlement. The Court, having duly considered the
28 Motion, good cause appearing, hereby orders, adjudges and decrees as follows:

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

4 2. The Court has jurisdiction over the subject matter of this Action, all claims alleged
5 herein, and all Parties hereto, including Plaintiffs Devin Glasere and Eric Paul, all Class
6 Members, and defendant Staples the Office Superstore, LLC (“Defendant”).

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

17 4. The Court finds that adequate time has been provided for Class Members to
18 respond to the Class Notice, including by opting out of the Settlement or objecting to the
19 Settlement or to Plaintiff’s Motion for Approval of Attorneys’ Fees and Costs.

20 5. The Court finds that the Settlement, the terms of which are set forth in the
21 Agreement attached hereto as Exhibit 1, is fair, reasonable and adequate as to the settling Parties,
22 including the Settlement Class Members, and is in the best interests of all those affected by the
23 Settlement. The Court finds that the Settlement was the result of vigorously contested litigation
24 and good-faith arm’s-length negotiations, and is reasonable based on the risks, expense and
25 complexity of the Action and the likelihood of success in it. The Court hereby grants final
26 approval of the Parties’ Settlement, as set forth in the Agreement, and enters Judgment
27
28

1 accordingly. The Parties are directed to perform the terms of the Agreement and to report to the
2 Court when that performance has been completed.

3 6. The Court has already determined solely for purposes of this Settlement, by way of
4 its Preliminary Approval Order, that the Settlement Class satisfies the applicable standards for
5 certification under the Code of Civil Procedure. The Settlement Class, which will be bound by
6 this Final Approval Order and Judgment, include all Class Members who did not submit a timely
7 and valid Request for Exclusion. The Class Members who have opted out of the Settlement by
8 submitting a timely and valid Request for Exclusion are listed on Exhibit 2 hereto. For purposes
9 of the Settlement and this Final Approval Order and Judgment, the Settlement Class shall be
10 represented by Plaintiff and shall include Plaintiff, Plaintiff Eric Paul, and all individuals
11 employed by Defendant as Sales Managers who worked in Defendant's Superstores in California
12 between and including July 1, 2015 and [Preliminary Approval Date], excluding only those
13 persons listed on Exhibit 2.

14 7. The Court appoints Plaintiff as class representative for the Settlement Class.

15 8. The Court appoints Class Counsel identified in the Agreement as class counsel for
16 the Settlement Class, finding that Class Counsel is adequate and qualified, and has, and can
17 continue to, fully and faithfully represent the interests of Plaintiff and the Settlement Class
18 Members.

19 9. Settlement Class Members shall be paid their respective shares of the Net
20 Settlement Sum as provided in the Agreement. All Withholdings and Taxes owed on the
21 Settlement Awards, as calculated by the Settlement Administrator, shall be paid and reported to
22 the appropriate taxing authorities as set forth in the Agreement.

23 10. The unopposed application of Class Counsel for attorneys' fees and costs is hereby
24 granted. The sum of \$ _____ in attorneys' fees and costs not to exceed the sum of
25 \$ _____ shall be paid to Class Counsel, with payment to be made as provided for in the
26 Agreement. The Court also approves an Enhancement payment of \$ _____ to Plaintiff
27 Devin Glasere and \$ _____ to Plaintiff Eric Paul with payment to be made as provided

1 for in the Agreement. Phoenix Class Action Administration Solutions shall be paid Settlement
2 Administration Costs of \$ _____, in accordance with the terms of the Agreement.

3 Except as expressly set forth in this Final Approval Order and Judgment, the Parties shall bear
4 their own attorneys' fees and costs.

5 11. The Settlement Administrator is directed to make the payments set forth herein,
6 in accordance with the terms and conditions of the Agreement.

7 12. By no later than _____, the Settlement Administrator shall file a
8 report setting forth (1) the total amount of money actually paid to Settlement Class Members,
9 (2) the Enhancement payment, and (3) the Fee and Expense Award. (Code Civ. Proc., § 384,
10 subd. (b).)

11 13. All Class Members, except those who timely opted out of the Settlement (listed in
12 Exhibit 2 hereto), are bound by this Final Approval Order and Judgment, and by the previously
13 approved Agreement. Each Settlement Class Member is hereby deemed to have fully, finally and
14 forever released, relinquished and discharged Defendant and all Released Parties, as defined in
15 the Agreement, from the Released Claims described in the Agreement.

16 14. Any checks issued to Settlement Class Members shall remain valid and
17 negotiable for 180 days from the date of their issuance and shall thereafter be automatically
18 cancelled if not cashed by the Settlement Class Member within that time, at which time the
19 Settlement Class Member's claim shall be deemed null and void and of no further force and
20 effect, although the individual shall remain a Settlement Class Member bound by the Judgment
21 entered in the Action. After 180 days, the aggregate dollar amount of uncashed checks, plus any
22 interest that has accrued thereon and has not otherwise been distributed, shall be remitted to the
23 Justice Gap Fund of the State Bar of California pursuant to Code of Civil Procedure section 384.

24 15. This Final Approval Order and Judgment, the Agreement, the Settlement it
25 reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are
26 not, and shall not be construed as, or used as an admission by Defendant or a finding by the Court
27 of any fault, wrongdoing or liability on Defendant's part, or of the validity of any Released Claim
28 or of the existence or amount of any damages. 4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____, 2021

Honorable Amy D. Hogue
Judge of the Superior Court