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FILED
Superior Court of California
County of Los Angeles
04/26/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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 Honorable Amy
D. Hogue, Dept. SS7]

CLASS ACTION

~~PROPOSED~~ JUDGMENT

Date: April 15, 2022
Time: 11:00 a.m.
Dept. SS7
Honorable Amy D. Hogue

Action Filed: July 1, 2019
Trial Date: None Set

1 The Court having entered its Order Granting Motion for Final Approval of Class Action
2 Settlement in the above-captioned action on April 15, 2022, a copy of which is attached hereto as
3 **Exhibit A** and incorporated herein by reference as though set forth in full (the “Order”), the Court
4 hereby:

- 5 1. Orders that Judgment be entered pursuant to rule 3.769(h) of the California Rules of Court;
- 6 2. Further pursuant to rule 3.769(h), the Court hereby retains jurisdiction over the parties to
7 enforce the terms of the Judgment; and
- 8 3. No class members opted out.

9 LET JUDGMENT BE ENTERED ACCORDINGLY.

10
11 DATED: 04/26/2022



Amy D. Hogue
Honorable Amy D. Hogue
Judge of the Superior Court
Amy D. Hogue / Judge

EXHIBIT A

FILED
Superior Court of California
County of Los Angeles

APR 15 2022

Sherri R. Cangil, Executive Officer/Clerk
By Alfredo Morales deputy
ALFREDO MORALES

**SUPERIOR COURT 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

**ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: April 15, 2022
Time: 11:00 a.m.
Dept.: SSC-7

I. BACKGROUND

Plaintiffs Eric Paul and Devin Glasere sue their former employer, Defendant Staples the Office Superstore, LLC (“Defendant” or “Staples”) for alleged wage and hour violations. Defendant is a Delaware limited liability company doing business as a chain retailer, operating office supply stores throughout California and other places.

1 Plaintiffs seek to represent a class of Defendant's current and former non-exempt
2 employees.

3 Plaintiffs' claims arise out of Defendant's alleged use of a group messaging
4 application called GroupMe by its store level employees in California. Plaintiffs allege
5 that, under California law, Defendant was required to reimburse Plaintiffs and other
6 persons employed as Sales Managers at Defendant's stores in California for costs
7 associated with using their personal cell phones to participate in the group messages,
8 but that Defendant failed to do so. Plaintiffs also allege that Defendant failed to pay
9 them and other Sales Managers for the time they spent reviewing and responding to
10 group messages when they were off the clock. After Defendant stopped the use of
11 GroupMe by its employees in California, Plaintiffs allege that they still had to respond
12 to group messages on their cell phones, including when they were off the clock, using
13 their phones' general text application.

14 On July 1, 2019, Plaintiff Paul filed a putative class action complaint against
15 Defendant, alleging causes of action for: (1) failure to reimburse business expenses
16 (Lab. Code, § 2802), (2) failure to pay minimum wages (Lab. Code, §§ 1194, 1197), (3)
17 failure to pay overtime wages (Lab. Code, §§ 510, 1194), (4) failure to pay timely
18 wages upon cessation of employment (Lab. Code §§ 201, 202, 203), and (5) violation
19 of the Unfair Competition Law (Bus. & Prof. Code, § 17200 et seq.). On January 25,
20 2021, the Court granted Plaintiff Paul conditional leave to file a First Amended
21 Complaint ("FAC") to add Plaintiff Glasere as a named plaintiff and the sole putative
22 class representative. Due to Plaintiffs' filing of an incorrect version of the FAC,
23 Plaintiffs filed the Second Amended Complaint on May 10, 2021.

24 On March 11, 2021, the Parties attended a Zoom mediation with mediator
25 Michael Loeb, Esq., and reached an agreement on the terms of the settlement in

1 principle. The terms of settlement were finalized in the *Class Action Settlement*
2 *Agreement and Release* (“Settlement Agreement”), a copy of which was filed with the
3 Court.

4 On August 4, 2021, the Court issued a “checklist” to the parties pertaining to
5 deficiencies in the settlement. In response, the parties filed further briefing, including
6 the Amended Settlement Agreement.

7 The settlement was preliminarily approved on October 12, 2021. Notice was
8 given to the Class Members as ordered (see Declaration of Taylor Mitzner). Now
9 before the Court is Plaintiffs’ motion for final approval of the Settlement Agreement,
10 including for payment of fees, costs, and a service award to the named plaintiffs. For
11 the reasons set forth below, the Court grants final approval of the settlement.

12 13 **II. THE TERMS OF THE SETTLEMENT**

14 15 **A. SETTLEMENT CLASS DEFINITION**

16 “Class Members” or “Class” means all current and former non-exempt
17 employees employed by Defendant in the position of Sales Manager in California at
18 any time from July 1, 2015 to the Preliminary Approval Date. (¶2.6)

19 “Class Period” means the period from July 1, 2015 to and including the
20 Preliminary Approval Date. (¶2.8)

21 “Settlement Class Members” means each Class Member who does not submit a
22 valid, and timely Request for Exclusion. (¶2.45)

23 24 **B. THE MONETARY TERMS OF SETTLEMENT**

25 The essential monetary terms are as follows:

- 1 • The Gross Settlement Amount (“GSA”) is **\$425,000** (¶2.22).
- 2 • The Net Settlement Amount (“Net”) (**\$212,833.33**) is the GSA less:
 - 3 ○ Up to **\$141,666.67** (33 1/3%) for attorney fees (¶3.4);
 - 4 ○ Up to **\$47,000** for attorney costs (*Ibid.*);
 - 5 ○ Up to **\$7,500 each [\$15,000 total]** for service awards to the proposed
 - 6 class representatives (¶3.5); and
 - 7 ○ Estimated **\$8,500** for settlement administration costs (¶2.41).
- 8 • Employer-side payroll taxes will be paid in addition to the GSA (¶2.22).
- 9 • Assuming the Court approves all maximum requested deductions, approximately
- 10 \$215,170.63 will be available for automatic distribution to participating class
- 11 members. Assuming full participation, the average settlement share will be
- 12 approximately \$431.20. ($\$215,170.63 \text{ Net} \div 499 \text{ class members} = \431.20).
- 13 • There is no Claim Requirement (Notice pg. 1).
- 14 • The settlement is not reversionary (¶4.9.3).
- 15 • Individual Settlement Share Calculation: The Settlement Award for each
- 16 Settlement Class Member shall be the Settlement Class Member’s pro-rata share
- 17 of the Net Settlement Sum, calculated as follows: (¶4.5.2)
 - 18 ○ The Settlement Administrator shall calculate the total Eligible Work
 - 19 Weeks worked by all Settlement Class Members during the Class Period.
 - 20 (¶4.5.2.1)
 - 21 ○ For every GroupMe Work Week worked by a Settlement Class Member,
 - 22 the Settlement Class Member will receive five (5) Net Settlement Shares.
 - 23 For every Post-GroupMe Work Week worked by a Settlement Class
 - 24 Member, the Settlement Class Member will receive one (1) Net
 - 25 Settlement Share. (¶4.5.2.2)

- 1 ▪ “GroupMe Work Weeks” means the number of weeks a Class
- 2 Member was employed by Defendant as a Sales Manager in
- 3 California between July 1, 2015 and January 29, 2017. (§2.21)
- 4 ▪ “Post-GroupMe Work Weeks” means the number of weeks a Class
- 5 Member was employed by Defendant as a Sales Manager in
- 6 California between January 30, 2017 and the Preliminary Approval
- 7 Date. (§2.32)
- 8 ○ The Settlement Administrator will distribute the Net Settlement Sum on a
- 9 pro rata basis among the Settlement Class Members based on the number
- 10 of Net Settlement Shares each Settlement Class Member has been
- 11 allocated divided by the total number of Net Settlement Shares. (§4.5.2.3)
- 12 ○ The parties agreed that this allocation is fair because Plaintiffs’ primary
- 13 theory of liability is based on alleged off-the-clock work and expenses
- 14 allegedly incurred due to the use of GroupMe, which ended on January
- 15 29, 2017. (§4.5.2.3)
- 16 ● Tax Withholdings: 10% to wages, 90% to interest and penalties (§4.6.1).
- 17 ● Uncashed Settlement Payment Checks: Any checks tendered to Settlement Class
- 18 Members shall remain valid and negotiable for one hundred and eighty (180)
- 19 days from the date of their issuance and shall thereafter be automatically
- 20 cancelled if not cashed by the Settlement Class Member within that time, at
- 21 which time the Settlement Class Member’s claim shall be deemed null and void
- 22 and of no further force and effect, although the individual shall remain a
- 23 Settlement Class Member bound by the Judgment entered in the Action. After
- 24 180 days, the aggregate dollar amount of uncashed checks, plus any interest that
- 25 has accrued thereon and has not otherwise been distributed, shall be remitted to

1 the Justice Gap Fund of the State Bar of California pursuant to Code of Civil
2 Procedure section 384. (§4.9.3)

3 ○ Plaintiffs, Defendant, and their respective counsel each represent that they
4 have no interest or involvement in the governance or work of the Justice
5 Gap Fund of the State Bar of California. (Declaration of Jeremy F.
6 Bollinger ISO Prelim ¶12; Declaration of Karen J. Kubin ISO Prelim ¶¶
7 2-3; Supp. Declaration of Devin Glasere ISO Prelim ¶2; Supp.
8 Declaration of Eric Paul ISO Prelim ¶2; Declaration of Jason Ellis ISO
9 Prelim ¶3.)

- 10 ● Funding and Distribution of Settlement: Within ten (10) business days from the
11 Effective Date, Defendant will remit the Settlement Fund Amount to the
12 Settlement Administrator for the establishment of the Settlement Fund. (§4.9.1)
13 Within ten (10) calendar days from Defendant's remittance to the Settlement
14 Administrator of the Settlement Fund Amount, the Settlement Administrator
15 shall establish the Settlement Fund and distribute the Settlement Award checks
16 to Settlement Class Members. (§4.9.2)

17 **C. TERMS OF RELEASES**

- 18
19 ● The Settlement Class Release. Effective upon Defendant remitting the
20 Settlement Fund Amount to the Settlement Administrator as set forth in Section
21 4.9.1, all Settlement Class Members shall be deemed to have, and by operation
22 of the Judgment shall have, expressly released, waived and relinquished the
23 Released Claims. Settlement Class Members shall not sue or otherwise make a
24 claim against any of the Released Parties for any of the Released Claims and
25 shall be barred from filing any actions, claims, complaints or proceedings

1 regarding the Released Claims with the California Division of Labor Standards
2 Enforcement or the United States Department of Labor Wage and Hour
3 Division, or from initiating any other proceedings against the Released Parties
4 regarding the Released Claims. Settlement Class Members' release, waiver and
5 relinquishment of the Released Claims shall preclude them from participating in
6 any judgment or settlement of claims that are the subject of the Released Claims
7 in any other class, collective or representative action. (§5.3)

- 8 • "Released Claims" means all claims, debts, liabilities, demands, obligations,
9 damages, and actions or causes of action of any kind that arose during the Class
10 Period and that were alleged in, or arising out of the facts asserted in, the
11 operative Second Amended Complaint, including (without limitation) claims for
12 reimbursement of business expenses; for unpaid time worked off-the-clock; or
13 under California Labor Code sections 200, 201, 202, 203, 218, 218.5, 218.6,
14 510, 1194, 1194.2, 1197, 1197.1, and 2802, and the Wage Orders promulgated
15 thereunder; California Business and Professions Code section 17200 et seq.;
16 California Code of Civil Procedure section 1021.5; and California Civil Code
17 section 3287, subdivision (a). Expressly excluded from the Released Claims are
18 (a) claims for wages in Workers' Compensation and Unemployment Insurance
19 benefits cases, and (b) claims for benefits under the Employee Retirement
20 Income Security Act of 1974 (ERISA). (§2.35)

- 21 • "Released Parties" means defendant Staples the Office Superstore, LLC, its
22 present, former or future parents, subsidiaries, affiliates, divisions, corporations
23 in common control, predecessors, successors and assigns (including without
24 limitation USR Parent Inc.), and each of their respective present, past or future
25 officers, directors, employees, partners (both general and limited), shareholders,

1 agents, attorneys, insurers, and any other successors, assigns, or legal
2 representatives, and any other individual or entity which could be liable for any
3 of the Released Claims. (§2.36)

- 4 • The named Plaintiffs will also provide a general release and a waiver of the
5 protections of Cal. Civ. Code §1542. (§§ 5.4, 5.5)
- 6 • The releases are effective upon Defendant remitting the Settlement Fund
7 Amount to the Settlement Administrator, which will be within ten (10) business
8 days from the Effective Date. (§4.9.1)

9 10 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

11 “Before final approval, the court must conduct an inquiry into the fairness of the
12 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the
13 settlement agreement after the final approval hearing, the court must make and enter
14 judgment. The judgment must include a provision for the retention of the court's
15 jurisdiction over the parties to enforce the terms of the judgment. The court may not
16 enter an order dismissing the action at the same time as, or after, entry of judgment.”
17 Cal. Rules of Court, rule 3.769(h).

18 As discussed more fully in the Order conditionally approving the settlement, “[i]n
19 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
20 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
21 action. The purpose of the requirement [of court review] is the protection of those class
22 members, including the named plaintiffs, whose rights may not have been given due
23 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
24 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
25 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245

1 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
2 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
3 extent necessary to reach a reasoned judgment that the agreement is not the product of
4 fraud or overreaching by, or collusion between, the negotiating parties, and that the
5 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
6 quotation marks omitted].

7 “The burden is on the proponent of the settlement to show that it is fair and
8 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
9 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
10 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
11 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
12 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
13 1802. Notwithstanding an initial presumption of fairness, “the court should not give
14 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
15 116, 130. “Rather, to protect the interests of absent class members, the court must
16 independently and objectively analyze the evidence and circumstances before it in order
17 to determine whether the settlement is in the best interests of those whose claims will be
18 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
19 that determination, the court should consider factors such as “the strength of plaintiffs’
20 case, the risk, expense, complexity and likely duration of further litigation, the risk of
21 maintaining class action status through trial, the amount offered in settlement, the extent
22 of discovery completed and stage of the proceedings, the experience and views of
23 counsel, the presence of a governmental participant, and the reaction of the class
24 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
25

1 the court is free to engage in a balancing and weighing of factors depending on the
2 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

3 **A. A PRESUMPTION OF FAIRNESS EXISTS**

4 The Court preliminarily found in its Order of October 12, 2021 that the
5 presumption of fairness should be applied. No facts have come to the Court’s attention
6 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a
7 presumption of fairness as set forth in the preliminary approval order.

8 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

9 The settlement was preliminarily found to be fair, adequate and reasonable.
10 Notice has now been given to the Class. The notice process resulted in the following:

- 11 Number of class members: 499
- 12 Number of notices mailed: 499
- 13 Number of undeliverable notices: 3
- 14 Number of opt-outs: 0
- 15 Number of objections: 0
- 16 Number of participating class members: **499**

17 (Declaration of Taylor Mitzner (“Mitzner Decl.”) ¶¶ 3-12; Supp. Mitzner Decl. ¶3.)

18 The Court finds that the notice was given as directed and conforms to due process
19 requirements. Given the reactions of the Class Members to the proposed settlement and
20 for the reasons set for in the Preliminary Approval order, the settlement is found to be
21 fair, adequate, and reasonable.

22 **C. CLASS CERTIFICATION IS PROPER**

23 For the reasons set forth in the preliminary approval order, certification of the
24 Class for purposes of settlement is appropriate.

25 //

1 **D. ATTORNEY FEES AND COSTS**

2 Class Counsel requests **\$141,666.67** (33 1/3%) for attorney fees and **\$44,662.70**
3 for costs. (Memo ISO Final at 12:14-16.)

4 Courts have an independent responsibility to review an attorney fee provision and
5 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
6 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
7 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
8 503.

9 In the instant case, fees are sought pursuant to the percentage method. (Memo
10 ISO Final at pp. 12-15.) The \$141,666.67 fee request is one-third of the Gross Settlement
11 Amount.

12 Here, the **\$141,666.67** fee request represents a reasonable percentage of the total
13 funds paid by Defendant. Further, the notice expressly advised class members of the fee
14 request, and no one objected. (Mitzner Decl. ¶9, Exhibit A thereto.) Accordingly, the
15 Court awards fees in the amount of **\$141,666.67**.

16 Class Counsel requests **\$44,662.70** in costs. This is less than the \$47,000 cap
17 provided in the settlement agreement (¶3.4). The amount was disclosed to Class
18 Members in the Notice, and no objections were received. (Mitzner Decl. ¶9, Exhibit A
19 thereto.) Costs include: Expert Fees (\$29,321.75); Mediator Fees (\$6,450); and Court
20 Reporters/Deposition Transcripts (\$3,271.90). (Decl. of Bollinger ISO Final ¶19.)

21 The costs appear to be reasonable and necessary to the litigation, are reasonable
22 in amount, and were not objected to by the class.

23 For all of the foregoing reasons, costs of **\$44,662.70** are approved.

24 //

25 //

1 **E. SERVICE AWARDS TO NAMED PLAINTIFFS**

2 A service (or incentive) fee award to a named class representative must be
3 supported by evidence that quantifies the time and effort expended by the individual and
4 a reasoned explanation of financial or other risks undertaken by the class representative.
5 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
6 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
7 [“Criteria courts may consider in determining whether to make an incentive award
8 include: (1) the risk to the class representative in commencing suit, both financial and
9 otherwise; (2) the notoriety and personal difficulties encountered by the class
10 representative; (3) the amount of time and effort spent by the class representative; (4) the
11 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
12 class representative as a result of the litigation. (Citations.)”].

13 Here, the named Plaintiffs seek enhancement awards totaling **\$15,000, or \$7,500**
14 **each.** (Memo ISO Final at 19:27-20:2.) They urge that the awards are appropriate for
15 the following reasons:

16 Plaintiff Glasere represents that his contributions to the action include: explaining
17 the facts of the case to his attorneys, searching for and providing documents to his
18 attorneys, attending an all-day Zoom mediation, and reviewing the settlement. He
19 estimates spending approximately 50 hours on the case. (Declaration of Devin Glasere
20 ISO Final ¶¶ 8-13.)

21 Plaintiff Paul represents that his contributions to the action include: meeting with
22 his attorneys about the case, providing and reviewing documents with his attorneys,
23 attending a deposition of his district manager as well as sitting for his own, participating
24 in the mediation, and reviewing the settlement. He estimates spending over 80 hours on
25 the case. (Declaration of Eric Paul ISO Final ¶¶ 7-16.)

1 In light of the above-described contributions to this action, and in
2 acknowledgment of the benefits obtained on behalf of the class, a **\$7,500** service award
3 to each named Plaintiff is reasonable and approved.

4 **F. SETTLEMENT ADMINISTRATION COSTS**

5 The Settlement Administrator, Phoenix Settlement Administrators, requests
6 **\$8,500** in compensation for its work in administering this case. (Mitzner Decl. ¶14.) At
7 the time of preliminary approval, costs of settlement administration were estimated at
8 \$8,500 (¶2.41). Class Members were provided with notice of this amount and did not
9 object. (Mitzner Decl. ¶9, Exhibit A thereto.)

10 Accordingly, settlement administration costs are approved in the amount of
11 **\$8,500**.

12
13 **IV. CONCLUSION AND ORDER**

14 The Court hereby:

- 15 (1) Grants class certification for purposes of settlement;
- 16 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 17 (3) Awards **\$141,666.67** in attorney fees to Class Counsel, Moss Bollinger LLP;
- 18 (4) Awards **\$44,662.70** in litigation costs to Class Counsel;
- 19 (5) Awards **\$15,000 total [\$7,500 each]** in service awards to Plaintiffs Eric Paul and
20 Devin Glasere;
- 21 (6) Awards **\$8,500** in settlement administration costs to Phoenix Settlement
22 Administrators;
- 23 (7) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
24 and containing the class definition, full release language, and a statement that no
25 class members opted out by April 20, 2022;

- 1 (8) Orders class counsel to provide notice to the class members pursuant to
2 California Rules of Court, rule 3.771(b); and
3 (9) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
4 Settlement Funds for October 27, 2022 at 10:00 a.m. Final Report is to be filed
5 five days prior. If there is unpaid residue or unclaimed or abandoned class
6 member funds and/or interest thereon to be distributed to Justice Gap Fund of the
7 California State Bar, Plaintiffs' counsel shall also submit an Amended Judgment
8 pursuant to Cal. Code of Civ. Pro. § 384 and give notice of the Judicial Council
9 of California upon entry of the Amended Judgment, when entered, pursuant to
10 Cal. Code of Civ. Pro. §384.5.

11
12
13 Dated: APR 15 2022



AMY D. HOGUE

14 Hon. Amy D. Hogue
15 Judge of the Superior Court
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PROOF OF SERVICE

PAUL V. STAPLES, INC. ET AL.

LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 19STCV22782

I am over the age of eighteen years and not a party to the within action. My business address is 15300 Ventura Boulevard, Suite 207, Sherman Oaks, CA 91403

On April 19, 2022, I served the document(s) described as

[PROPOSED] JUDGMENT

on the following individuals:

Tritia Murata	Karen Kubin
David Zins	Morrison & Foerster LLP
Monica Rodriguez	425 Market Street
Morrison & Foerster LLP	San Francisco, CA 94105
707 Wilshire Boulevard	<i>Attorneys for Defendant STAPLES THE</i>
Los Angeles, CA 90017	<i>OFFICE SUPERSTORE, LLC</i>

BY ELECTRONIC TRANSMISSION: On the date set forth below I caused to be transmitted the document(s) listed above on the parties listed herein on CASE ANYWHERE in this action before 6:00 p.m. I hereby certify that this document was served from Sherman Oaks, California.

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

Executed at Los Angeles County, California, on April 19, 2022,



Lea Garbe