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**FILED**  
 Superior Court of California  
 County of Los Angeles

JAN 13 2015

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 By M. Soto, Deputy  
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7 Attorneys for Plaintiffs

8 (ADDITIONAL APPEARANCES ON NEXT PAGE)

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

11 STATE OF CALIFORNIA *et al.*, *ex rel.*  
 DAVID SHERWIN,  
 12 Plaintiffs,  
 13  
 14 v.  
 15 OFFICE DEPOT, INC.,  
 16 Defendant.

Case No. BC410135

**NOTICE OF SETTLEMENT  
 AGREEMENT**

Judge: Hon. Dalila C. Lyons  
 Dept.: 20

01/13/2015

BY FAX

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10 of Education, Stanislaus County Office of Education, Baldwin  
11 Park Unified School District, Elk Grove Unified School District,  
12 Merced Union High School District, Rowland Unified School  
13 District, and Stockton Unified School District; and for *Qui Tam*  
14 Plaintiff David Sherwin

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23 Baldwin Park Unified School District, Elk Grove  
24 Unified School District, Merced Union High School  
25 District, Monrovia Unified School District, Rowland  
26 Unified School District, and Stockton Unified School  
27 District; and for *Qui Tam* Plaintiff David Sherwin  
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04/13/2014

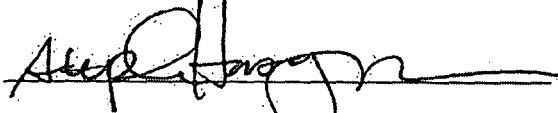
1 TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF  
2 RECORD:

3 PLEASE TAKE NOTICE that on October 22, 2014, Plaintiffs moved pursuant to the  
4 California False Claims Act, California Government Code § 12652(c)(1), for approval of the  
5 dismissal of this action pursuant to settlement agreement. The motion attached an unexecuted  
6 copy of the parties' settlement agreement. The Hon. Kevin C. Brazile approved the settlement and  
7 dismissal of the action at a hearing on November 18, 2014.

8 Following the Court's approval, the parties have fully executed the settlement agreement  
9 set forth in the approval motion. A copy of the executed settlement agreement is attached hereto  
10 as Exhibit 1. The Relator's share percentages in Exhibit A to the settlement agreement were  
11 superseded by the Court's ruling on November 18, 2014.

12  
13 Dated: January 12, 2015

Respectfully submitted,

14  
15 By: 

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01/13/2015

01 / 13 / 2015

# EXHIBIT 1

01/13/2015

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into by and between the City of Azusa, Baldwin Park Unified School District, City of Colton, City of Corona, City of Davis, Elk Grove Unified School District, City of Fontana, City of Indian Wells, City of Los Angeles, Merced Union High School District, Monrovia Unified School District, Rowland Unified School District, San Joaquin County Office of Education, County of Santa Clara, City of Santa Maria, City of Shafter, Stanislaus County Office of Education, Stockton Unified School District, and City of Woodland (collectively, the "Intervenors"), the Estate of David Sherwin by and through its personal representative, Cynthia Koffman, for its own behalf and on behalf of the government entities listed in Exhibit A hereto (the "Government Entities") (in any of the foregoing capacities, the "Relator") (the Relator and the Intervenors, collectively, "Plaintiffs"), and Office Depot, Inc. ("Office Depot") (all of the foregoing hereafter collectively referred to as "the Parties"), through their authorized representatives.

**RECITALS**

**WHEREAS:**

A. Office Depot is a Delaware corporation headquartered in Boca Raton, Florida and is a supplier of office products and services.

B. The County of Los Angeles awarded Office Depot Master Agreement number 41421 and Master Agreement number 42595, respectively, (collectively, the "Master Agreements") for the purchase of office supplies and related products and services. The Master Agreements were in effect from March 5, 2001 to December 31, 2005 and January 1, 2006 to January 1, 2011, respectively. The Master Agreements permitted members of the U.S. Communities Government Purchasing Alliance ("U.S. Communities") to purchase products from Office Depot at the prices set forth in the Master Agreements.

C. On or about March 20, 2009, the Relator filed under seal a *qui tam* action in the

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Superior Court for Los Angeles County captioned *State of California ex rel. David Sherwin v. Office Depot, Inc.* The Relator amended his Complaint on January 12, 2012 and filed a Corrected First Amended Complaint ("FAC") on January 20, 2012.

D. The FAC stated that it was filed on behalf of "all political subdivisions within the State of California . . . that purchased goods and services from Office Depot" under the Master Agreements. FAC ¶ 12. The Relator contends that by virtue of this allegation he is asserting claims pursuant to the California False Claims Act, California Government Code §§ 12650 *et seq.* ("CFCA") on behalf of all of the Government Entities.

E. The FAC alleges that Office Depot violated the CFCA by fraudulently charging California government entities more than it should have, including but not limited to by:

- (1) failing to comply with a "Most Favored Public Entity" provision in the Master Agreements and failing to comply with a "Pricing Commitment" attached to Office Depot's Administration Agreement with U.S. Communities;
- (2) misrepresenting or omitting material information regarding pricing plans and/or switching customers from one plan to another without consent;
- (3) using incorrect costs in calculating cost-based pricing;
- (4) impermissibly changing list prices;
- and (5) discontinuing or manipulating items on the "core lists" of products.

F. In or about July 2009, the California Attorney General, pursuant to the CFCA, provided a copy of the Relator's original Complaint and disclosure of evidence to certain of the Government Entities. In or about August 2013, Office Depot provided a copy of the Relator's Corrected First Amended Complaint to certain of the Government Entities as an attachment to a subpoena for the production of documents. In or about August 2014, the Government Entities who did not receive a copy of the California Attorney General's July 2009 notice were provided with a copy of Relator's Corrected First Amended Complaint, Relator's original complaint, and Relator's original disclosure statement under cover of a letter from the California Attorney General, pursuant to the CFCA. All Government Entities thus have received notice of this

Action and had an opportunity to intervene.

G. The Cities of Azusa, Colton, Corona, Davis, Fontana, Indian Wells, Shafter, and Woodland together filed a complaint in intervention on December 19, 2012.

H. Baldwin Park Unified School District, Monrovia Unified School District, Rowland Unified School District and Stockton Unified School District together filed a complaint in intervention on December 13, 2012.

I. City of Los Angeles filed a complaint in intervention on April 11, 2012, and filed a first amended complaint in intervention on December 13, 2012.

J. Merced Union High School District filed a complaint in intervention on August 8, 2012, and filed a first amended complaint in intervention on December 13, 2012.

K. San Joaquin County Office of Education filed a complaint in intervention on August 8, 2012, and a first amended complaint in intervention on December 13, 2012.

L. County of Santa Clara filed a complaint in intervention on December 13, 2012.

M. City of Santa Maria filed a complaint in intervention on August 8, 2012, and filed a first amended complaint in intervention on December 13, 2012.

N. Stanislaus County Office of Education filed a Complaint in Intervention on August 8, 2012, and filed a First Amended Complaint in Intervention on December 13, 2012.

O. Elk Grove Unified School District filed a notice of intervention on August 15, 2012, but did not file a complaint in intervention.

P. The Intervenors' complaints, including the amendments thereto, incorporate all of the allegations of the FAC by reference. Based on similar allegations of overcharging by Office Depot under the Master Agreements, as well as under direct contracts between certain Intervenors and Office Depot, the Intervenors allege additional claims under the CFCA as well as claims for breach of contract and fraud.

Q. Office Depot disputes the allegations of the Relator and the Intervenors, and

contends that their claims have no merit and are subject to numerous legal and factual defenses.

NOW THEREFORE, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and any others that might have been or could be brought, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

#### DEFINITIONS

1. "Actions" means the lawsuits identified in Paragraphs C through P above.
2. "Agreement" means this Settlement Agreement, including all exhibits hereto.
3. "Approval Motion" has the meaning set forth in Paragraph 25 below.
4. "CFCA" has the meaning set forth in Paragraph D above.
5. "Court" means the Superior Court of Los Angeles County.
6. "Covered Conduct" means the allegations made or that could have been made in the Intervenors' complaints (including all amendments thereto) and the Relator's complaint (including all amendments thereto) described in Paragraphs C through P above. The Covered Conduct specifically encompasses all claims relating to purchases from Office Depot via or under the terms of the Master Agreements.
7. "Dismissal Order," as set forth in Paragraph 26 below, means an order entered by the Court substantially in the form attached as Exhibit C, (a) holding that the terms of the Settlement Agreement, including but not limited to the allocation set forth in Exhibit A, are fair, adequate, and reasonable and were reached in good faith, (b) holding that each Government Entity is bound by the terms of this Settlement Agreement, including specifically the releases contained herein, and (c) entering final judgment dismissing with prejudice all claims in the Actions, including specifically all claims of the Relator, all claims asserted on behalf of the Government Entities by the Relator, and all claims of the Intervenors.
8. "Effective Date" means the day after the Payment Date, provided, however; that

the Settlement Agreement shall not become effective unless and until: (1) the Court's order approving the Settlement Agreement has become completely final, and there is no further recourse by an appellant or objector who seeks to challenge or contest the Settlement Agreement; and (2) the Settlement Amount is released from escrow and the Relator's Attorneys' Fees Amount is paid on the Payment Date.

9. "Escrow Account" and "Escrow Agreement" have the meanings set forth in Paragraph 27 below.

10. "FAC" has the meaning set forth in Paragraph C above.

11. "Government Entities" has the meaning set forth in the first paragraph of this Agreement.

12. "Intervenors" has the meaning set forth in the first paragraph of this Agreement.

13. "Master Agreements" has the meaning set forth in Paragraph B above.

14. "Office Depot" has the meaning set forth in the first paragraph of this Agreement.

15. "Office Depot Released Parties" has the meaning set forth in Paragraph 33 below.

16. "Parties" has the meaning set forth in the first paragraph of this Agreement.

17. "Payment Date" means (a) if no appeal, attempt to re-open the judgment, or request to extend the time to seek an appeal has been filed, five business days after the expiration of sixty days from the date on which all Government Entities have been served with a file-stamped copy of the Dismissal Order, and proof of such service has been provided to Office Depot, pursuant to Paragraph 27 below or (b) if any appeal, attempt to re-open the judgment, or request to extend the time to seek an appeal has been sought, after such proceedings are completed in the trial court (and, following any such proceedings, the expiration of all time to notice an appeal or, if an appeal has been sought, after the final disposition of any such appeal), which disposition approves the Dismissal Order.

- 18. "Plaintiff Releasing Parties" has the meaning set forth in Paragraph 33 below.
- 19. "Plaintiffs" has the meaning set forth in the first paragraph of this Agreement.
- 20. "Protective Order" has the meaning set forth in Paragraph 37 below.
- 21. "Relator" has the meaning set forth in the first paragraph of this Agreement.
- 22. "Relator's Attorneys' Fees Amount" has the meaning set forth in Paragraph 30

below.

- 23. "Settlement Amount" has the meaning set forth in Paragraph 28 below.
- 24. "U.S. Communities" has the meaning set forth in Paragraph B above.

**TERMS AND CONDITIONS**

25. The Parties agree that by October 22, 2014, Plaintiffs (at Plaintiffs' or their counsel's expense) shall serve, via an overnight delivery service, all Government Entities with a notice of the settlement and the request for approval. The notice shall (1) include a copy of this Settlement Agreement and all exhibits; (2) specify the share of the settlement proceeds Plaintiffs will propose be allocated to Relator; (3) set forth the location and date of the hearing on the request for approval of the Settlement Agreement. The proposed allocation of a share of settlement proceeds to Relator is a matter that has been (and will be) handled separately by and among Plaintiffs without Office Depot's involvement. Office Depot was not consulted about the proposed share to be allocated to Relator nor has it had any input into the decision. For this reason, Office Depot shall not be deemed to have endorsed or been responsible for any such proposed allocation or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, however, Office Depot will not contest such allocation.

26. By October 22, 2014, Plaintiffs will file a motion with the Court seeking approval of the Settlement Agreement and, contingent upon the Court's approval of the Settlement Agreement, the stipulated dismissal with prejudice of all claims in the Actions, with a hearing on

the motion scheduled for November 18, 2014 ("Approval Motion"). The stipulated dismissal, which will be executed by the Parties and filed before the hearing, shall be substantially in the form attached as Exhibit B. The Approval Motion shall ask the Court to enter an order (the "Dismissal Order"), substantially in the form attached as Exhibit C, (a) holding that the terms of the Settlement Agreement, including but not limited to the allocation set forth in Exhibit A, are fair, adequate, and reasonable and were reached in good faith, (b) holding that each Government Entity is bound by the terms of this Settlement Agreement, including specifically the releases contained herein, and (c) entering final judgment dismissing with prejudice all claims in the Actions, including specifically all claims of the Relator, all claims asserted on behalf of the Government Entities by the Relator, and all claims of the Intervenors.

27. Promptly after entry of the Dismissal Order, Plaintiffs (at Plaintiffs' or their counsel's expense) shall cause a file-stamped copy of the Dismissal Order to be served on all Government Entities by certified U.S. Mail and shall keep and provide to Office Depot proof of such service.

28. On the next business day after the Dismissal Order, Relator shall open an interest-bearing escrow account at US Bank or another mutually acceptable institution ("Escrow Account") and the parties shall execute an escrow agreement substantially in the form attached as Exhibit D and reflecting the escrow terms set forth in this paragraph ("Escrow Agreement"). No later than five (5) days thereafter, Office Depot shall pay \$68,500,000 (the "Settlement Amount") by electronic funds transfer into the Escrow Account. Any and all fees or expenses associated with the Escrow Account shall be paid out of the interest on the account. The Escrow Agreement shall instruct the escrow agent to provide monthly reports to Office Depot and designated counsel for Plaintiffs concerning the transactions and balance in the Escrow Account. If this settlement is consummated, all amounts in the Escrow Account, including all accrued interest remaining after payment of Escrow Account fees and expenses, shall be paid to Plaintiffs

on the Payment Date in accordance with the Escrow Agreement. In the event this settlement is not consummated, all amounts in the Escrow Account, including all accrued interest remaining after payment of Escrow Account fees and expenses, shall be returned to Office Depot in accordance with the Escrow Agreement. Payment of the Settlement Amount constitutes payment in full by Office Depot to compensate all Plaintiffs for any and all losses it may have incurred related in any way to the Covered Conduct and no part of such Payment is punitive in purpose or effect. The Settlement Amount will be released from escrow on the Payment Date.

29. Plaintiffs agree that in distributing the Settlement Amount to the Intervenors and Government Entities, they will include with the distribution a copy of this Settlement Agreement. Plaintiffs represent and warrant that they have agreed among themselves to share the Settlement Amount as set forth in the attached Exhibit A. The allocation of the Settlement Amount is a matter that has been (and will be) handled separately by and among Plaintiffs and the Government Entities without Office Depot's involvement. Office Depot was not consulted about the allocation of the Settlement Amount nor has it had any input into the allocation. For this reason, Office Depot shall not be deemed to have endorsed or been responsible for any such allocation or the use of the proceeds by any ultimate recipient. As part of the Settlement Agreement, however, Office Depot will not contest such allocation.

30. On the Payment Date, Office Depot shall pay to Relator's counsel \$9,000,000 (the "Relator's Attorneys' Fees Amount") by electronic funds transfer to a single account designated by written instructions to be provided by Phillips & Cohen LLP at least five days before the Payment Date, in settlement of Relator's claims for reasonable attorneys' fees, costs, and expenses pursuant to Cal. Gov't. Code § 12652(g)(8) and any other statute providing for recovery of attorneys' fees, costs, and expenses. Included with the written instructions, Phillips & Cohen LLP will represent and warrant that it has authorization from all Plaintiffs' counsel to provide those instructions. The allocation of the Relator's Attorneys' Fees Amount is a matter

that has been (and will be) handled separately by and among Plaintiffs' counsel without Office Depot's involvement. Office Depot was not consulted about the allocation of the Relator's Attorneys' Fees Amount nor has it had any input into the allocation. For this reason, Office Depot shall not be responsible for and shall not be deemed to have endorsed any such allocation or the use of the proceeds by any ultimate recipient. Payment of the Relator's Attorneys' Fees Amount constitutes payment in full by Office Depot for any and all of Relator's attorneys' fees and costs. Office Depot shall not be liable for, and all Plaintiffs and Governmental Entities waive and release, any other claims for attorneys' fees or costs incurred or to be incurred relating to the claims of any Plaintiffs or Government Entities related in any way to the Covered Conduct.

31. Upon making the payments provided in Paragraphs 28 and 30 above, Office Depot shall have nothing further to do with the distribution of the Settlement Amount or the Attorneys' Fees Amount. Under no circumstances shall Office Depot be obligated as a result of this Settlement Agreement, the underlying litigation, or any claim released herein to pay to Plaintiffs or the Government Entities, or any of their counsel, by way of damages, penalties, fees, costs or otherwise, more than the Settlement Amount and the Relator's Attorneys' Fees Amount set forth in Paragraphs 28 and 30 above.

32. In exchange for and in consideration of Office Depot's agreement to pay the Settlement Amount, the Relator and the Intervenors agree to dismiss their Actions against Office Depot with prejudice in accordance with Paragraph 36 below. It is the Parties' intention and a condition of this Settlement Agreement that all claims of the Relator, all claims of each of the Government Entities, and all claims of the Intervenors be dismissed with prejudice.

33. In consideration of the obligations of Office Depot set forth in this Settlement Agreement, and conditioned upon Office Depot's payment of the Settlement Amount, (a) the Intervenors on behalf of themselves, any and all of their governing authorities, boards,

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commissions, officials, officers, directors, managers, representatives, employees, contractors, administrators, departments, divisions, agencies, instrumentalities, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law firms, attorneys, brokers, vendors, partners, privies, agents, affiliates, predecessors, successors and assigns, as well as the heirs, personal representatives, executors, administrators, predecessors, successors, and assigns of each of the foregoing, in each case past, present, or future, and (b) the Relator on behalf of himself, his respective current, former and future heirs, spouses, children, offspring, successors, agents, trustees, personal and legal representatives, attorneys, executors, administrators, attorneys, and assigns, and on behalf of the Government Entities any and all of their governing authorities, boards, commissions, officials, officers, directors, managers, representatives, employees, contractors, administrators, departments, divisions, agencies, instrumentalities, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law firms, attorneys, brokers, vendors, partners, privies, agents, affiliates, predecessors, successors and assigns, as well as the heirs, personal representatives, executors, administrators, predecessors, successors, and assigns of each of the foregoing, in each case past, present, or future (collectively, the "Plaintiff Releasing Parties"), release Office Depot, together with all of its current and former affiliates, parents, members and subsidiaries, and their respective current or former owners, shareholders, parents, members, subsidiaries, affiliates, divisions, officers, directors, employees, contractors, administrators, brokers, vendors, partners, privies, agents, managers, representatives, fiduciaries, accountants, auditors, consultants, insurers and reinsurers, principals, law firms, and attorneys, and the heirs, personal representatives, executors, administrators, trustees, beneficiaries, predecessors, successors, subrogees and assigns (direct or indirect) of any of them, in each case past, present or future (the "Office Depot Released Parties"), from any and all claims, rights, actions, suits, grounds for complaint, causes of action, arbitrations, liens, demands, controversies, grievances, allegations, accusations, judgments, and liabilities of any

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unsealed, in law or equity, in contract, tort, or otherwise, known or unknown, suspected or unsuspected, anticipated or unanticipated, and asserted or unasserted, foreseen or unforeseen, including all direct or indirect liability (including, without limitation, vicarious liability) that Office Depot ever has asserted, could have asserted, or may assert in the future against them, arising out of or in any way connected with the Covered Conduct and their investigation and prosecution thereof, from the beginning of the world through the Effective Date, other than claims for amounts due on goods sold.

35. The releases contained in Paragraphs 33 and 34 above are general releases and the Parties intend and agree that each shall be interpreted, construed and enforced as such. Without limiting the foregoing, the Parties, having been fully advised by counsel of the contents of Section 1542 of the Civil Code of the State of California, expressly waive and relinquish all rights and benefits afforded by Section 1542, and do so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release of claims, each Party expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims arising out of or in any way connected with the Covered Conduct that such Party does not know of or suspect to exist in such Party's favor at the time of signing this Agreement.

36. All Parties agree that this Settlement Agreement is expressly contingent upon the Court granting the Approval Request and entering the Dismissal Order making each of the foregoing holdings and entering final judgment dismissing with prejudice the claims of the

Relator, all Government Entities, and all Intervenors. Should the Court decline to approve all material aspects of the Settlement Agreement or make rulings materially altering the terms of the Settlement Agreement, or if for any reason the Court determines not to enter a final judgment consistent with the terms of this Settlement Agreement, then Office Depot or any of the Plaintiffs may declare the Settlement Agreement null and void by providing written notice within five days of any such decision pursuant to Paragraph 58, in which case the Parties shall return to their positions as of the date prior to this Agreement, the litigation shall proceed as if no settlement had been attempted, and Office Depot shall have no obligation to make any payment, including payment of any portion of the Settlement Amount. Among the material aspects of the Settlement Agreement are the allocations set forth in the attached Exhibit A and the release set forth in Paragraph 33. If the Court rejects the allocation to any Intervenor of the amount set forth on Exhibit A, then that Intervenor shall not be deemed to have agreed to this Settlement Agreement. If the Court rejects or alters the terms of the release set forth in Paragraph 33, then Office Depot shall not be deemed to have agreed to this Settlement Agreement. In either case, the Settlement Agreement may be declared null and void by Office Depot or any Plaintiff as set forth above. However, notwithstanding the foregoing, in the event the Court determines not to enter a final judgment consistent with the material terms of this Settlement Agreement, Office Depot and Plaintiffs shall meet and confer in good faith in an effort to negotiate a revised Settlement Agreement that is mutually acceptable to Office Depot and Plaintiffs and consistent with the Court's rulings.

37. The Parties agree that they will destroy or return to the designating party all documents and information marked Confidential or Confidential – Attorney's Eyes Only, in accordance with paragraph 19 of the Protective Order entered in *State of California ex rel. Sherwin v. Office Depot, Inc.* (C.D. Cal.) (the "Protective Order"). The Parties further agree that

they continue to be bound by the restrictions in the Protective Order after the Effective Date, as provided in paragraph 22 of the Protective Order. Notwithstanding the foregoing, Office Depot shall instruct Williams & Connolly LLP to retain, for a period of at least two years from the Effective Date, a copy set of all documents and data produced by Office Depot to Plaintiffs in this litigation ("Office Depot Documents"), and shall make such material available to Relator's counsel upon request if needed by Relator's counsel for the purpose of any legal action arising from this litigation, provided that Relator's counsel expressly agree that terms of the Protective Order shall continue to apply to the Office Depot Documents. If required to produce or otherwise disclose any Office Depot Documents in connection with any legal action (whether by way of production of documents, court filing, or otherwise), Relator's counsel, before making any such production or disclosure, will use their best efforts, including filing any necessary motions with the court, to obtain a court order in the action providing confidentiality protection to the Office Depot Documents to substantially the same extent as provided in the Protective Order. Relator's counsel will provide Office Depot written notice pursuant to Paragraph 58 of any request for disclosure of the Office Depot documents or any litigation regarding the confidentiality protections to be accorded those documents with sufficient time for Office Depot to file its own papers with the Court should it desire to do so.

38. Plaintiffs and Office Depot hereby covenant and agree that no Party will (i) assert, file, commence, pursue, intervene in, institute, maintain or prosecute any claim related in any way to the Covered Conduct, including (but not limited to) by way of third-party claim, cross-claim, or counterclaim, or by right of representation or subrogation, against any other Party; (ii) participate in the assertion, filing, commencing, pursuing, intervening in, instituting, maintaining or prosecuting of any claim related in any way to the Covered Conduct against any other Party; and (iii) if involuntarily included in any claim related to the Covered Conduct (e.g.,

in a class action) will withdraw therefrom.

39. This Settlement Agreement does not constitute an admission by any of the Office Depot Released Parties, or evidence, of any liability or wrongdoing whatsoever, including, but not limited to, any liability or wrongdoing with respect to any allegations that were or could have been raised in the Actions. This Agreement also does not constitute an admission by Plaintiff Releasing Parties, or evidence, that they would not have been able to prosecute their claims successfully in the Actions. The Parties agree that this Agreement is the result of a compromise within the provisions of California Evidence Code § 1152, and any similar statutes or rules, and shall not be used or admitted in any proceeding for any purpose including, but not limited to, as evidence of liability or wrongdoing by any of the Office Depot Released Parties, nor shall it be used for impeachment purposes, to refresh recollection, or any other evidentiary purpose; provided, however, that this paragraph shall not apply to any claims to enforce any provision of this Agreement.

40. Should this Settlement Agreement for any reason not become final, all Parties reserve their rights to make all arguments and defenses whatsoever, including but not limited to challenges to the Relator's ability to proceed on behalf of any or all Government Entities and objections to any attempts to intervene in the litigation (past or future), and each Party agrees that it shall not assert that another Party has waived or is otherwise prevented from asserting any argument or defense by virtue of negotiating, entering or seeking approval of this Settlement Agreement.

41. This Agreement is intended to be for the benefit of the Parties only.

42. Aside from the payment of the Relator's Attorneys' Fees Amount as set forth in Paragraph 30 above, each Party shall bear its own legal fees and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

43. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement with the benefit of legal counsel and without any degree of duress or compulsion.

44. All questions with respect to the construction or interpretation of the Agreement and the Parties' rights and liabilities shall be governed by the laws of the State of California and this Agreement is enforceable pursuant to Section 664.6 of the California Code of Civil Procedure. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the Superior Court for the County of Los Angeles. This Agreement and any other document referenced herein or attached hereto is admissible in any action or proceeding to enforce the terms of this Agreement.

45. This Agreement is the result of arm's-length negotiation between the Parties, and all Parties, directly and through counsel, have contributed substantially and materially to its preparation. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute, and the canon of contract interpretation set forth in California Civil Code Section 1654 as well as under any other statutes or common law principles of similar effect (both in California and in any foreign jurisdiction) shall not be applied.

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46. This Agreement constitutes the complete agreement between the Parties and supersedes any and all other prior and contemporaneous oral or written agreements, communications or representations.

47. This Agreement is executed without reliance upon any representations, understandings, or commitments, whether formal or informal, or oral or written, by any Party released.

48. This Agreement may not be amended except by written consent of Office Depot and Plaintiffs.

49. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the Parties so indicated by their signature.

50. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

51. This Agreement is binding on the Parties' successors, transferees, heirs, and assigns.

52. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

53. Each Party represents and warrants that:

(a) it has the full legal authority, right, and capacity to enter into this Agreement and to bind the Party to perform its obligations hereunder, including any third-party authorization necessary to release the claims being released hereunder.

(b) this Agreement has been duly and validly executed and delivered by such Party and, assuming due authorization, execution and delivery by the other Parties, constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms;

(c) the execution and delivery of this Agreement, the performance by such Party of its obligations hereunder and the consummation of the transactions contemplated hereby, will not: (i) result in the violation by such Party of any statute, law, rule, regulation or ordinance or any judgment, decree, order, writ, permit, or license of any governmental or regulatory authority applicable to such Party; or (ii) require such Party to obtain any consent, approval or action of any person, which consent, approval, or

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action has not already been obtained or accomplished by such Party;

(d) it has not assigned, subrogated, pledged, loaned, hypothecated, conveyed, or otherwise transferred, voluntarily or involuntarily any claims based on the Covered Conduct, or any interest in or part or portion thereof, specifically including any rights arising out of claims related to the Covered Conduct, to any other person or entity; and

(e) it has read and understands this Agreement and it has had the opportunity to consult with its attorneys before signing it.

54. Each of the Parties hereto agrees to execute and deliver, or to cause to be executed and delivered, all such instruments, and to take all such action necessary to effectuate the intent and purposes of, and to carry out the terms of, this Agreement.

55. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement to be performed by such other Party. No waiver, express or implied, by any Party of any breach or default in the performance by the other Party of its obligations under this Agreement shall be deemed or construed to be a waiver of any other breach, whether prior, subsequent or contemporaneous, under this Agreement.

56. All of the exhibits attached to this Agreement are material and integral parts hereof and are hereby incorporated by reference as if fully set forth herein.

57. The Parties and their respective counsel agree to cooperate fully with one another in order to effect the consummation of the settlement of the Actions.

58. Any notices required under this Agreement (other than notice to the Government Entities as provided in Paragraphs 25 and 27), shall be provided by e-mail and Federal Express,

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as follows:

**To Office Depot:**

Heather Stern, Esq.  
Vice President, Associate General Counsel,  
Business Litigation & Compliance  
Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, Florida 33496  
Heather.Stern@officedepot.com

with a copy to:

Daniel F. Katz, Esq.  
Williams & Connolly LLP  
725 Twelfth St., NW  
Washington, DC 20005  
dkatz@wc.com

**To Plaintiffs:**

Eric R. Havian, Esq.  
Stephen Hasegawa, Esq.  
Phillips & Cohen LLP  
100 The Embarcadero, Suite 300  
San Francisco, CA 94105  
erh@pcsf.com  
ssh@pcsf.com

Robert Nelson, Esq.  
Lexi Hazam, Esq.  
Lieff Cabraser Heimann & Bernstein LLP  
275 Battery Street, 29th Floor  
San Francisco, CA 94111  
rnelson@lchb.com  
lhazam@lchb.com

Ronald S. Whitaker, Esq.  
200 N. Main Street, 9th Floor  
City Hall East, Room 916  
Los Angeles, CA 90012  
ronald.whitaker@lacity.org

\* \* \*

**OFFICE DEPOT, INC.**

DATED:

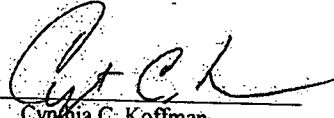
By: 

Elisa D. Garcia C., Esq.  
Executive Vice President, Chief Legal Officer  
Office Depot, Inc.

01/13/2015

ESTATE OF DAVID SHERWIN

DATED:

By:   
Cynthia C. Koffman  
Personal Representative

1196895.6

01/13/2015

**PHILLIPS & COHEN LLP**

DATED:

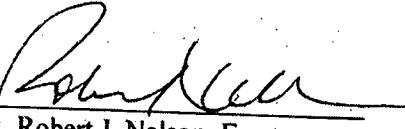
By: *E. Havian*  
Eric R. Havian, Esq.  
Attorneys for Plaintiffs

01/13/2015

LIEFF CABRASER HEIMANN & BERNSTEIN LLP

DATED: 12/4/14

By:

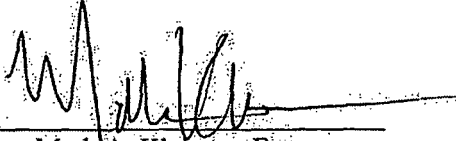


Robert J. Nelson, Esq.  
Attorneys for Plaintiffs

01/13/2015

LAW OFFICES OF MARK A. KLEIMAN

DATED: 2/4/14

By:   
Mark A. Kleiman, Esq.

Attorneys for Cities of Azusa, Colton, Corona, Davis, Fontana, Indian Wells, Los Angeles, Santa Maria, Shafter, and Woodland; San Joaquin County Office of Education, Stanislaus County Office of Education, Baldwin Park Unified School District, Elk Grove Unified School District, Merced Union High School District, Monrovia Unified School District, Rowland Unified School District, and Stockton Unified School District; and for *Qui Tam* Plaintiff Estate of David Sherwin.

01/13/2015

**SANFORD HEISLER LLP**

DATED: 10/28/14 By: Altomease R. Kennedy


Altomease R. Kennedy, Esq.

Attorneys for Cities of Azusa, Colton, Corona, Davis, Fontana, Indian Wells, Los Angeles, Santa Maria, Shafter, and Woodland; San Joaquin County Office of Education, Stanislaus County Office of Education, Baldwin Park Unified School District, Elk Grove Unified School District, Merced Union High School District, Monrovia Unified School District, Rowland Unified School District, and Stockton Unified School District; and for *Qui Tam* Plaintiff Estate of David Sherwin

01/13/2015

**BALDWIN PARK UNIFIED SCHOOL DISTRICT**

DATED:

By: 

Dr. Paul J. Sevillano  
Superintendent

01/13/2015

CITY OF AZUSA

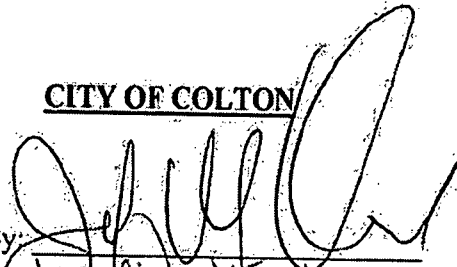
DATED: 11/3/2014

By: Donald Penman  
Donald Penman  
Interim City Manager

01/13/2015

CITY OF COLTON

By:



Josefina Martine  
Interim City Manager

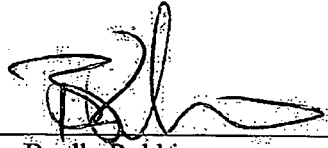
DATED:

01/13/2015

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CITY OF CORONA

DATED:

By:   
 (BR) Bradley Robbins  
 City Manager

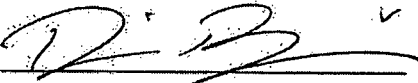
01 / 13 / 2015

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OFFICE DEPOT QU: TAM SETTLEMENT AGREEMENT

CITY OF DAVIS

DATED: 4/4/14

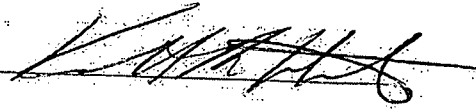
By: 

Dirk Brazil  
City Manager

01/13/2015

CITY OF FONTANA

DATED: 11/10/14

By: 

Ken Hunt  
City Manager

01/13/2015

CITY OF INDIAN WELLS

DATED:

By:

*Wade G. McKinney*  
Wade G. McKinney  
City Manager

01/13/2014

CITY OF LOS ANGELES


DATED: 12/3/2014

By: Ronald S. Whitaker  
Ronald S. Whitaker, Esq.  
Managing Assistant City Attorney

01/13/2015

CITY OF SANTA MARIA

DATED: 10-29-14

By:   
Gilbert A. Trujillo  
City Attorney

01/13/2015

CITY OF SHAFTER

DATED:

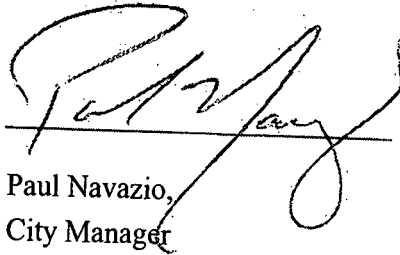
By: *Scott Hurlbert*  
*Scott Hurlbert*  
*City Manager*

01/13/2015

CITY OF WOODLAND

DATED:

By:



Paul Navazio,  
City Manager

01/13/2015

COUNTY OF SANTA CLARA

DATED:

By:  11-4-14

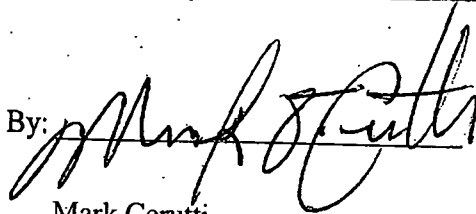
Orry P. Korb, County Counsel  
for Settlement Agreement re  
State of California ex. rel.  
David Sherwin v. Office Depot, Inc

01 / 13 / 2015

**ELK GROVE UNIFIED SCHOOL DISTRICT**

DATED:

By:



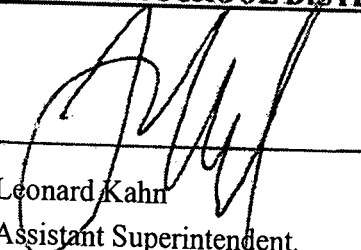
Mark Cerutti,  
Interim Superintendent

01/13/2015

**MERCED UNION HIGH SCHOOL DISTRICT**

DATED: 11/03/2014

By: \_\_\_\_\_



Leonard Kahn  
Assistant Superintendent,  
Chief Business Officer

01 / 13 / 2015

MONROVIA UNIFIED SCHOOL DISTRICT

DATED: 11-12-14

By: 

Dr. Katherine Thorossian  
Superintendent

01/13/2015

ROWLAND UNIFIED SCHOOL DISTRICT

DATED: 10/27/14 By: Steven A. Kanda

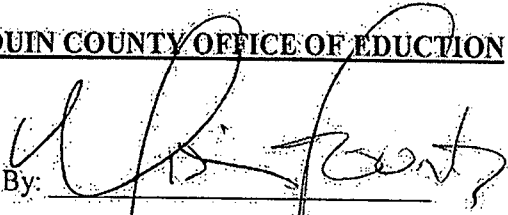
STEVEN A. KANDA

Steven A. Kanda  
Risk Manager

01/13/2015

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

DATED:

By: 

Dr. Mick Founts  
Superintendent of Schools

01/13/2015

STANISLAUS COUNTY OFFICE OF EDUCATION

DATED: 10-27-14 By: 

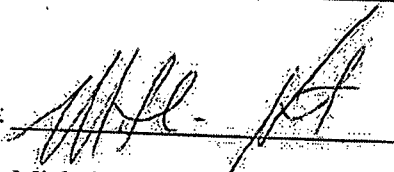
Don Gatti  
Assistant Superintendent, Business Services

01/13/2015

**STOCKTON UNIFIED SCHOOL DISTRICT**

DATED: 10/29/14

By:



Michele Huntoon  
Chief Business Officer

01/13/2015

# EXHIBIT A

01/13/2015

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

	Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
<b>Intervenors</b>	Baldwin Park Unified School District	\$ 313,263.04	*	*
	City of Azusa	\$ 68,170.06	*	*
	City of Colton	\$ 107,406.06	*	*
	City of Corona	\$ 294,885.43	*	*
	City of Davis	\$ 20,443.44	*	*
	City of Fontana	\$ 202,029.85	*	*
	City of Indian Wells	\$ 22,217.47	*	*
	City of Los Angeles	\$ 11,661,827.37	*	*
	City of Santa Maria	\$ 124,767.85	*	*
	City of Shafter	\$ 44,750.75	*	*
	City of Woodland	\$ 124,731.73	*	*
	County of Santa Clara	\$ 3,000,000.00	*	*
	Elk Grove Unified School District	\$ 203,858.39	*	*
	Merced Union High School District	\$ 120,011.99	*	*
	Monrovia Unified School District	\$ 5,411.76	*	*
	Rowland Unified School District	\$ -	*	*
	San Joaquin County Office of Education	\$ 419,187.30	*	*
Stanislaus County Office of Education	\$ 164,270.98	*	*	
Stockton Unified School District	\$ 524,497.45	*	*	
<b>Non-Intervenors</b>	ABC Unified School District	\$ -		\$ -
	Acalanes Union High School District	\$ 19,708.56	50%	\$ 9,854.28
	Acton-Agua Dulce Unified School District	\$ 128.02	50%	\$ 64.01
	Alameda Unified School District	\$ 40,448.56	50%	\$ 20,224.28
	Albany Unified School District	\$ 14,549.57	50%	\$ 7,274.79
	Alexander Valley School District	\$ 970.05	50%	\$ 485.03
	Alhambra High School District	\$ 209,695.77	50%	\$ 104,847.89
	Alhambra Unified School District	\$ 53.47	50%	\$ 26.74
	Allan Hancock College	\$ 92,805.89	50%	\$ 46,402.94
	Allensworth Elementary School District	\$ 2,320.30	50%	\$ 1,160.15
	Alpaugh Unified School District	\$ 5,714.69	50%	\$ 2,857.34
	Alpine Fire Protection District	\$ 96.28	50%	\$ 48.14
	Alta Loma School District	\$ -		\$ -
	Alta Vista School District	\$ 1,345.14	50%	\$ 672.57
	Alum Rock Union School District	\$ 169,848.04	50%	\$ 84,924.02
	Alvina Elementary School District	\$ 914.28	50%	\$ 457.14
	Amador Local Agency Formation Commission	\$ -		\$ -
	American Union Elementary School District	\$ -		\$ -
	Anderson Union High School District	\$ 16,830.44	50%	\$ 8,415.22
	Anderson Valley Unified School District	\$ 918.21	50%	\$ 459.11
	Antelope Elementary School District	\$ -		\$ -
	Antelope Valley High School District	\$ 183,837.37	50%	\$ 91,918.69
	Antelope Valley Junior College District	\$ 51,577.68	50%	\$ 25,788.84
	Antioch Unified School District	\$ 588.29	50%	\$ 294.14
	Arcadia Unified School District	\$ 57,229.07	50%	\$ 28,614.54

\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

Page 1 of 30

State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Arden Manor Recreation and Park District	\$ -		\$ -
Armona Union Elementary School District	\$ 2,233.70	50%	\$ 1,116.85
Aromas San Juan Unified School District	\$ -		\$ -
Arvin Union School District	\$ 25,387.46	50%	\$ 12,693.73
Atascadero Unified School District	\$ 31,044.50	50%	\$ 15,522.25
Atwater School District	\$ -		\$ -
Auburn Area Recreation District	\$ 1,278.40	50%	\$ 639.20
Bakersfield City School District	\$ 36,183.90	50%	\$ 18,091.95
Baldy View Regional Occupation Program	\$ 34,546.82	50%	\$ 17,273.41
Bangor Union Elementary School District	\$ 1,567.49	50%	\$ 783.74
Banning Unified School District	\$ 68,541.43	50%	\$ 34,270.71
Bass Lake School District	\$ 465.46	50%	\$ 232.73
Bassett Unified School District	\$ 19,716.15	50%	\$ 9,858.08
Bay Area Rapid Transit	\$ 316,488.48	50%	\$ 158,244.24
Bear Valley Unified School District	\$ 46,437.48	50%	\$ 23,218.74
Beaumont Unified School District	\$ 10,208.47	50%	\$ 5,104.23
Beaumont-Cherry Valley Recreation & Park District	\$ -		\$ -
Bella Vista Elementary School District	\$ 1,834.49	50%	\$ 917.24
Bellevue School District	\$ 629.15	50%	\$ 314.58
Bellevue Union School District	\$ -		\$ -
Bellflower Unified School District	\$ 23,127.44	50%	\$ 11,563.72
Belmont Redwood Shores School District	\$ -		\$ -
Benicia Unified School District	\$ 31,171.82	50%	\$ 15,585.91
Bennett Valley Union School District	\$ 1,794.98	50%	\$ 897.49
Berkeley Unified School District	\$ 65,293.75	50%	\$ 32,646.88
Berryessa Union School District	\$ 637.46	50%	\$ 318.73
Beverly Hills High School District	\$ 13,371.79	50%	\$ 6,685.89
Beverly Hills Unified School District	\$ 43,386.02	50%	\$ 21,693.01
Big Lagoon Union Elementary School District	\$ -		\$ -
Big Pine Unified School District	\$ 148.36	50%	\$ 74.18
Big Valley Joint Union School District	\$ 3,281.45	50%	\$ 1,640.73
Biggs Unified School District	\$ -		\$ -
Bishop Union Elementary School District	\$ -		\$ -
Black Butte Elementary School District	\$ 3,096.07	50%	\$ 1,548.03
Black Oak Mine Unified School District	\$ 270.01	50%	\$ 135.00
Bolinas School District	\$ 4,705.13	50%	\$ 2,352.57
Bonita Unified School District	\$ 15,877.77	50%	\$ 7,938.88
Bonita-Sunnyside Fire Protection District	\$ 128.48	50%	\$ 64.24
Bonny Doon Union Elementary School District	\$ 1,204.75	50%	\$ 602.38
Brawley School District	\$ -		\$ -
Brentwood Union School District	\$ -		\$ -
Brittan School District	\$ 2,499.90	50%	\$ 1,249.95
Buckeye Unified School District	\$ -		\$ -

\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Buckingham Park Water Protection District	\$ -		\$ -
Burbank Unified School District	\$ 6,824.54	50%	\$ 3,412.27
Burlingame Elementary School District	\$ -		\$ -
Burney Fire Protection District	\$ 1,639.56	50%	\$ 819.78
Burton School District	\$ 1,969.81	50%	\$ 984.90
Butte College	\$ 130,521.50	50%	\$ 65,260.75
Butte County Air Quality Management District	\$ -		\$ -
Butte County Office of Education	\$ 7,973.70	50%	\$ 3,986.85
Butte Valley Unified School District	\$ 7,909.56	50%	\$ 3,954.78
Butte-Glenn Community College District	\$ 1,020.05	50%	\$ 510.03
Byron Union School District	\$ 491.60	50%	\$ 245.80
Cabrillo Community College District	\$ 116.90	50%	\$ 58.45
Cabrillo Unified School District	\$ 11,302.78	50%	\$ 5,651.39
Calaveras Unified School District	\$ -		\$ -
California Association for Park & Recreation Indemnity	\$ 205.46	50%	\$ 102.73
California State University Fresno	\$ 55,443.50	50%	\$ 27,721.75
California State University Fullerton	\$ 2,489.91	50%	\$ 1,244.95
California State University Stanislaus	\$ 851.95	50%	\$ 425.97
Calistoga Elementary School District	\$ 3,473.08	50%	\$ 1,736.54
Calleguas Municipal Water District	\$ 9,309.58	50%	\$ 4,654.79
Cambrian School District	\$ 1,884.88	50%	\$ 942.44
Campbell Union School District	\$ 23,610.64	50%	\$ 11,805.32
Canyon School District	\$ 1,126.41	50%	\$ 563.20
Capay Joint Union Elementary School District	\$ 685.69	50%	\$ 342.84
Carmel Unified School District	\$ 33,940.75	50%	\$ 16,970.38
Caruthers Unified School District	\$ 1,821.26	50%	\$ 910.63
Cascade Union Elementary School District	\$ 5,086.35	50%	\$ 2,543.18
Casitas Municipal Water District	\$ 6,809.87	50%	\$ 3,404.94
Castaic Lake Water Agency	\$ 2,347.78	50%	\$ 1,173.89
Castaic Union School District	\$ 6,083.02	50%	\$ 3,041.51
Castle Rock Unified School District	\$ 2,122.94	50%	\$ 1,061.47
Castroville Community Services District	\$ 2,364.20	50%	\$ 1,182.10
Cawelo Water District	\$ 40.25	50%	\$ 20.12
Cayucos Elementary School District	\$ -		\$ -
Center Unified School District	\$ 10,301.63	50%	\$ 5,150.81
Centinela Valley Union High School District	\$ -		\$ -
Central Basin Municipal Water District	\$ 14,211.23	50%	\$ 7,105.62
Central CA Child Development Services	\$ 21,171.92	50%	\$ 10,585.96
Central California Tristeza Eradication Agency	\$ 4,223.24	50%	\$ 2,111.62
Central Contra Costa Sanitary District	\$ 78,991.61	50%	\$ 39,495.80
Central Marin Sanitation Agency	\$ 23.39	50%	\$ 11.70
Central School District	\$ -		\$ -
Central Unified School District	\$ 85,798.12	50%	\$ 42,899.06

\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

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00/00/2014

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Central Union Elementary School District	\$ 6,903.84	50%	\$ 3,451.92
Chabot-Los Positas Community College District	\$ -		\$ -
Charter Oak Unified School District	\$ 20,219.53	50%	\$ 10,109.76
Chawanakee Unified School District	\$ 169.49	50%	\$ 84.75
Chico Area Recreation and Park District	\$ 8,753.82	50%	\$ 4,376.91
Chico Unified School District	\$ -		\$ -
Chino Valley Unified School District	\$ -		\$ -
Chowchilla Elementary School District	\$ 1,906.74	50%	\$ 953.37
Chualar Union School District	\$ 3,104.07	50%	\$ 1,552.03
Cinnabar School District	\$ 1,320.16	50%	\$ 660.08
Citrus Community College	\$ 137,318.14	50%	\$ 68,659.07
Citrus Heights Water District	\$ 1,130.35	50%	\$ 565.18
City of Adelanto	\$ -		\$ -
City of Agoura Hills	\$ 6,987.40	50%	\$ 3,493.70
City of Albany	\$ 28,318.84	50%	\$ 14,159.42
City of Alhambra	\$ 3,447.17	50%	\$ 1,723.58
City of Alturas	\$ 299.53	50%	\$ 149.76
City of American Canyon	\$ 20,000.73	50%	\$ 10,000.36
City of Anaheim	\$ 319,966.41	50%	\$ 159,983.21
City of Anderson	\$ 22,904.02	50%	\$ 11,452.01
City of Antioch	\$ -		\$ -
City of Arcadia	\$ 14,193.54	50%	\$ 7,096.77
City of Arroyo Grande	\$ 11,053.93	50%	\$ 5,526.96
City of Artesia	\$ 12,526.13	50%	\$ 6,263.07
City of Atascadero	\$ 17,920.11	50%	\$ 8,960.05
City of Atwater	\$ -		\$ -
City of Auburn	\$ 1,403.04	50%	\$ 701.52
City of Avenal	\$ 11,335.75	50%	\$ 5,667.87
City of Bakersfield	\$ -		\$ -
City of Banning	\$ 16,689.08	50%	\$ 8,344.54
City of Beaumont	\$ 1,176.47	50%	\$ 588.23
City of Bellflower	\$ 0.88	50%	\$ 0.44
City of Belmont	\$ 8,433.14	50%	\$ 4,216.57
City of Benicia	\$ 1.09	50%	\$ 0.54
City of Berkeley	\$ 30,099.25	50%	\$ 15,049.63
City of Biggs	\$ 113.41	50%	\$ 56.70
City of Bishop	\$ -		\$ -
City of Brea	\$ 60,850.14	50%	\$ 30,425.07
City of Brentwood	\$ 82,247.72	50%	\$ 41,123.86
City of Buena Park	\$ 4,800.03	50%	\$ 2,400.02
City of Burbank	\$ 264,600.83	50%	\$ 132,300.42
City of Burlingame	\$ 434.55	50%	\$ 217.28
City of Calabasas	\$ 3,180.44	50%	\$ 1,590.22

04/13/2015

\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
City of California City	\$ 1,205.89	50%	\$ 602.95
City of Calimesa	\$ 5,518.61	50%	\$ 2,759.31
City of Calistoga	\$ 17,293.94	50%	\$ 8,646.97
City of Camarillo	\$ 7,202.54	50%	\$ 3,601.27
City of Campbell	\$ 7.47	50%	\$ 3.73
City of Carmel	\$ 13,878.56	50%	\$ 6,939.28
City of Carson	\$ 1,381.74	50%	\$ 690.87
City of Cathedral City	\$ 4,925.27	50%	\$ 2,462.64
City of Cerritos	\$ -		\$ -
City of Chatsworth	\$ 135.59	50%	\$ 67.79
City of Chico	\$ 45,949.43	50%	\$ 22,974.71
City of Chino	\$ 81,634.24	50%	\$ 40,817.12
City of Chowchilla	\$ 25,894.86	50%	\$ 12,947.43
City of Citrus Heights	\$ 407.62	50%	\$ 203.81
City of Claremont	\$ 3,644.70	50%	\$ 1,822.35
City of Clayton	\$ 8,081.04	50%	\$ 4,040.52
City of Clearlake	\$ 120.02	50%	\$ 60.01
City of Cloverdale	\$ 12,485.90	50%	\$ 6,242.95
City of Clovis	\$ 169,925.54	50%	\$ 84,962.77
City of Coalinga	\$ 12,706.48	50%	\$ 6,353.24
City of Colusa	\$ -		\$ -
City of Commerce	\$ 42,178.40	50%	\$ 21,089.20
City of Compton	\$ 70,653.39	50%	\$ 35,326.69
City of Concord	\$ 58,984.22	50%	\$ 29,492.11
City of Corcoran	\$ 21,637.24	50%	\$ 10,818.62
City of Corning	\$ 2,675.94	50%	\$ 1,337.97
City of Coronado	\$ 26,657.58	50%	\$ 13,328.79
City of Costa Mesa	\$ 70,186.81	50%	\$ 35,093.41
City of Cotati	\$ 8,278.26	50%	\$ 4,139.13
City of Cupertino	\$ 39,690.84	50%	\$ 19,845.42
City of Daly City	\$ 71,790.00	50%	\$ 35,895.00
City of Del Mar	\$ 10,852.34	50%	\$ 5,426.17
City of Del Ray Oaks	\$ 6,534.65	50%	\$ 3,267.32
City of Delano	\$ 14,865.77	50%	\$ 7,432.88
City of Desert Hot Springs	\$ 18,986.11	50%	\$ 9,493.06
City of Dinuba	\$ 6,650.02	50%	\$ 3,325.01
City of Dixon	\$ 14,160.61	50%	\$ 7,080.30
City of Downey	\$ 77,062.50	50%	\$ 38,531.25
City of Dublin	\$ 27,279.60	50%	\$ 13,639.80
City of East Palo Alto	\$ 56,400.26	50%	\$ 28,200.13
City of El Cajon	\$ 1,498.67	50%	\$ 749.34
City of El Centro	\$ 578.41	50%	\$ 289.20
City of El Cerrito	\$ -		\$ -
City of El Monte	\$ 50,299.39	50%	\$ 25,149.69

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
City of El Segundo	\$ 56,028.95	50%	\$ 28,014.47
City of Emeryville	\$ 398.62	50%	\$ 199.31
City of Encinitas	\$ 1,472.50	50%	\$ 736.25
City of Escondido	\$ 150.93	50%	\$ 75.46
City of Eureka	\$ 59.39	50%	\$ 29.70
City of Exeter	\$ 7,164.28	50%	\$ 3,582.14
City of Fairfield	\$ 140,009.78	50%	\$ 70,004.89
City of Farmersville	\$ 8,413.29	50%	\$ 4,206.65
City of Folsom	\$ 247.88	50%	\$ 123.94
City of Fort Bragg	\$ 9,083.07	50%	\$ 4,541.54
City of Foster City	\$ 4,523.92	50%	\$ 2,261.96
City of Fountain Valley	\$ 12,998.57	50%	\$ 6,499.29
City of Fremont	\$ 200,229.44	50%	\$ 100,114.72
City of Fresno	\$ 540,747.09	50%	\$ 270,373.54
City of Fullerton	\$ 143,289.96	50%	\$ 71,644.98
City of Gardena	\$ 38,966.59	50%	\$ 19,483.29
City of Gilroy	\$ 387.76	50%	\$ 193.88
City of Glendale	\$ 276,514.42	50%	\$ 138,257.21
City of Glendora	\$ 10,864.45	50%	\$ 5,432.23
City of Goleta	\$ 24,274.63	50%	\$ 12,137.31
City of Grand Terrace	\$ 523.32	50%	\$ 261.66
City of Greenfield	\$ 17,308.09	50%	\$ 8,654.05
City of Gridley	\$ 9,976.25	50%	\$ 4,988.13
City of Grover Beach	\$ 18,320.29	50%	\$ 9,160.14
City of Half Moon Bay	\$ 16,263.60	50%	\$ 8,131.80
City of Hanford	\$ 20,425.62	50%	\$ 10,212.81
City of Hawthorne	\$ 82,298.98	50%	\$ 41,149.49
City of Hayward	\$ 3,920.12	50%	\$ 1,960.06
City of Healdsburg	\$ 37,047.67	50%	\$ 18,523.84
City of Hemet	\$ 13,214.24	50%	\$ 6,607.12
City of Hermosa Beach	\$ 4,051.66	50%	\$ 2,025.83
City of Hesperia	\$ 24,204.33	50%	\$ 12,102.16
City of Holtville	\$ 1,619.48	50%	\$ 809.74
City of Huntington Beach	\$ 103,378.59	50%	\$ 51,689.30
City of Imperial Beach	\$ 808.97	50%	\$ 404.48
City of Inglewood St	\$ 32,114.11	50%	\$ 16,057.05
City of Lone	\$ 6,965.28	50%	\$ 3,482.64
City of Irwindale	\$ 13,149.43	50%	\$ 6,574.71
City of Kerman	\$ 21,297.73	50%	\$ 10,648.86
City of King City	\$ 4,788.34	50%	\$ 2,394.17
City of Kingsburg	\$ 2,213.53	50%	\$ 1,106.76
City of La Canada	\$ 11,842.27	50%	\$ 5,921.14
City of La Mesa	\$ 1,195.22	50%	\$ 597.61
City of La Mirada	\$ 672.13	50%	\$ 336.06

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State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
City of La Puente	\$ 2,042.01	50%	\$ 1,021.01
City of La Verne	\$ -		\$ -
City of Laguna Beach	\$ 15,702.60	50%	\$ 7,851.30
City of Laguna Niguel	\$ -		\$ -
City of Laguna Woods	\$ 3,081.04	50%	\$ 1,540.52
City of Lake Forest	\$ 38,362.81	50%	\$ 19,181.40
City of Lakeport	\$ 181.12	50%	\$ 90.56
City of Lakewood	\$ 18,113.17	*	*
City of Lancaster	\$ 14,307.34	50%	\$ 7,153.67
City of Lathrop	\$ 664.59	50%	\$ 332.29
City of Lawndale	\$ 32,673.18	50%	\$ 16,336.59
City of Lincoln	\$ 14,485.27	50%	\$ 7,242.64
City of Lindsay	\$ 5,331.48	50%	\$ 2,665.74
City of Live Oak	\$ 5,155.55	50%	\$ 2,577.77
City of Livermore	\$ 138,515.50	*	*
City of Livingston	\$ 31,969.05	50%	\$ 15,984.52
City of Lodi	\$ 11,806.38	50%	\$ 5,903.19
City of Loma Linda	\$ 11,452.65	50%	\$ 5,726.33
City of Lomita	\$ 8,989.14	50%	\$ 4,494.57
City of Lompoc	\$ 78,956.88	50%	\$ 39,478.44
City of Long Beach	\$ 985,111.03	50%	\$ 492,555.51
City of Los Altos	\$ 4,710.70	50%	\$ 2,355.35
City of Los Banos	\$ -		\$ -
City of Lynwood	\$ 27,523.73	50%	\$ 13,761.87
City of Madera	\$ 74,773.57	50%	\$ 37,386.78
City of Malibu	\$ 8,000.58	50%	\$ 4,000.29
City of Manhattan Beach	\$ 64,775.29	50%	\$ 32,387.64
City of Marina	\$ 45,559.22	50%	\$ 22,779.61
City of Martinez	\$ 1,616.02	50%	\$ 808.01
City of Maywood	\$ 6,352.34	50%	\$ 3,176.17
City of McFarland	\$ 76.80	50%	\$ 38.40
City of Mendota	\$ 8,068.24	50%	\$ 4,034.12
City of Merced	\$ 3,273.61	50%	\$ 1,636.81
City of Mill Valley	\$ -		\$ -
City of Millbrae	\$ 12,870.25	50%	\$ 6,435.12
City of Milpitas	\$ 14,894.72	50%	\$ 7,447.36
City of Mission Viejo	\$ 20,011.68	50%	\$ 10,005.84
City of Modesto	\$ 283,572.35	50%	\$ 141,786.18
City of Monrovia	\$ 37,051.47	50%	\$ 18,525.73
City of Montclair	\$ 39,817.45	50%	\$ 19,908.72
City of Montebello	\$ 193.15	50%	\$ 96.57
City of Monterey	\$ 85,873.74	50%	\$ 42,936.87
City of Moreno Valley	\$ 187,704.81	50%	\$ 93,852.41
City of Morgan Hill	\$ 55,425.08	50%	\$ 27,712.54

\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
City of Morro Bay	\$ 23,002.25	50%	\$ 11,501.13
City of Murrieta	\$ 13,616.72	50%	\$ 6,808.36
City of Napa	\$ 146,486.54	50%	\$ 73,243.27
City of National City	\$ -		\$ -
City of Newport Beach	\$ 102,695.43	50%	\$ 51,347.71
City of Norwalk	\$ 5.35	50%	\$ 2.67
City of Novato	\$ 42.37	50%	\$ 21.18
City of Oakdale	\$ 15,209.21	50%	\$ 7,604.60
City of Oakland	\$ 11,658.77	50%	\$ 5,829.39
City of Oakley	\$ 21,515.12	50%	\$ 10,757.56
City of Oceanside	\$ 22,360.56	50%	\$ 11,180.28
City of Ojai	\$ 1,940.47	50%	\$ 970.24
City of Orland	\$ -		\$ -
City of Oroville	\$ 61.29	50%	\$ 30.64
City of Oxnard	\$ 166,369.74	50%	\$ 83,184.87
City of Pacific Grove	\$ 16,318.89	50%	\$ 8,159.44
City of Pacifica	\$ 8,893.76	50%	\$ 4,446.88
City of Palm Desert	\$ 7,489.20	50%	\$ 3,744.60
City of Palm Springs	\$ 87,676.61	50%	\$ 43,838.30
City of Palmdale	\$ 2,331.20	50%	\$ 1,165.60
City of Palo Alto	\$ 9,292.21	50%	\$ 4,646.11
City of Palos Verdes Estates	\$ 5,230.25	50%	\$ 2,615.12
City of Parlier	\$ 2,360.14	50%	\$ 1,180.07
City of Pasadena	\$ 105,961.50	50%	\$ 52,980.75
City of Paso Robles	\$ 25,661.58	50%	\$ 12,830.79
City of Petaluma	\$ 78,829.35	50%	\$ 39,414.68
City of Pico Rivera	\$ 69,841.84	*	*
City of Pinole	\$ 1,912.93	50%	\$ 956.46
City of Pismo Beach	\$ 31,549.74	50%	\$ 15,774.87
City of Placentia	\$ 16.41	50%	\$ 8.21
City of Placerville	\$ 22,775.53	50%	\$ 11,387.77
City of Pomona	\$ 132,905.97	*	*
City of Port Hueneme	\$ 7,407.38	50%	\$ 3,703.69
City of Porterville	\$ 55,272.86	*	*
City of Poway	\$ 66,364.79	50%	\$ 33,182.39
City of Rancho Cordova	\$ 684.56	50%	\$ 342.28
City of Rancho Cucamonga	\$ 201,093.18	50%	\$ 100,546.59
City of Rancho Mirage	\$ 46,943.29	50%	\$ 23,471.64
City of Rancho Palos Verdes	\$ 31,838.51	50%	\$ 15,919.25
City of Rancho Santa Margarita	\$ 17,139.13	50%	\$ 8,569.56
City of Redding	\$ 216,091.12	50%	\$ 108,045.56
City of Redlands	\$ 73,339.98	50%	\$ 36,669.99
City of Redondo Beach	\$ 61,012.34	50%	\$ 30,506.17
City of Redwood City	\$ 50,134.97	50%	\$ 25,067.49

\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
City of Reedley	\$ 20,877.46	50%	\$ 10,438.73
City of Rialto	\$ 72,460.96	50%	\$ 36,230.48
City of Rio Vista	\$ 12,075.98	50%	\$ 6,037.99
City of Ripon	\$ 11,535.03	50%	\$ 5,767.51
City of Riverbank	\$ -		\$ -
City of Riverside	\$ 632,506.41	50%	\$ 316,253.20
City of Rocklin	\$ 65,855.96	50%	\$ 32,927.98
City of Rohnert Park	\$ 24,918.65	50%	\$ 12,459.32
City of Rosemead	\$ 3,008.14	50%	\$ 1,504.07
City of Sacramento	\$ 170.06	50%	\$ 85.03
City of Salinas	\$ 96,645.02	50%	\$ 48,322.51
City of San Bernardino	\$ 186,954.04	*	*
City of San Bruno	\$ 36,477.54	50%	\$ 18,238.77
City of San Clemente	\$ 18,010.89	50%	\$ 9,005.44
City of San Fernando	\$ 41,427.15	50%	\$ 20,713.58
City of San Gabriel	\$ 12,260.91	50%	\$ 6,130.45
City of San Jacinto	\$ 1,440.52	50%	\$ 720.26
City of San Luis Obispo	\$ 51,648.50	50%	\$ 25,824.25
City of San Marcos	\$ 93.88	50%	\$ 46.94
City of San Marino	\$ 11,686.98	50%	\$ 5,843.49
City of San Mateo	\$ 123,755.80	50%	\$ 61,877.90
City of San Pablo	\$ 20,059.38	50%	\$ 10,029.69
City of San Rafael	\$ 6,473.29	50%	\$ 3,236.65
City of San Ramon	\$ 49.62	50%	\$ 24.81
City of Sand City	\$ 6,394.50	50%	\$ 3,197.25
City of Sanger	\$ 19,533.01	50%	\$ 9,766.51
City of Santa Ana	\$ 128,894.77	50%	\$ 64,447.38
City of Santa Barbara	\$ 14,231.81	50%	\$ 7,115.90
City of Santa Clara	\$ -		\$ -
City of Santa Clarita	\$ 34,222.29	50%	\$ 17,111.15
City of Santa Fe Springs	\$ 82,460.62	*	*
City of Santa Monica	\$ 365,233.07	50%	\$ 182,616.53
City of Santa Paula	\$ 1,516.07	50%	\$ 758.03
City of Santa Rosa	\$ 16,291.03	50%	\$ 8,145.52
City of Santee	\$ 608.66	50%	\$ 304.33
City of Saratoga	\$ 13,552.55	50%	\$ 6,776.27
City of Seal Beach	\$ 1,677.85	50%	\$ 838.93
City of Seaside	\$ 14,979.08	50%	\$ 7,489.54
City of Sebastopol	\$ 13,646.70	50%	\$ 6,823.35
City of Selma	\$ 17,381.13	50%	\$ 8,690.57
City of Shasta Lake	\$ -		\$ -
City of Sierra Madre	\$ 12,620.37	50%	\$ 6,310.18
City of Signal Hill	\$ 8,248.90	50%	\$ 4,124.45
City of Solana Beach	\$ 753.14	50%	\$ 376.57
City of Sonoma	\$ 20,071.76	50%	\$ 10,035.88

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\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
City of Sonora	\$ 14,093.94	50%	\$ 7,046.97
City of South Gate	\$ 55,017.74	50%	\$ 27,508.87
City of South Lake Tahoe	\$ 46,718.22	50%	\$ 23,359.11
City of South Pasadena	\$ -		\$ -
City of South San Francisco	\$ 23,772.52	50%	\$ 11,886.26
City of St Helena	\$ 10,326.68	50%	\$ 5,163.34
City of Stanton	\$ -		\$ -
City of Stockton	\$ 276,246.39	50%	\$ 138,123.19
City of Suisun City	\$ 9,193.81	50%	\$ 4,596.90
City of Taft	\$ -		\$ -
City of Temecula	\$ 3,916.95	50%	\$ 1,958.48
City of Thousand Oaks	\$ 10,133.50	50%	\$ 5,066.75
City of Torrance	\$ 130,025.94	50%	\$ 65,012.97
City of Tracy	\$ 52,030.94	50%	\$ 26,015.47
City of Tulare	\$ 38,760.41	50%	\$ 19,380.20
City of Ukiah	\$ 10,123.44	50%	\$ 5,061.72
City of Upland	\$ 1,233.37	50%	\$ 616.69
City of Vacaville	\$ 57,903.76	50%	\$ 28,951.88
City of Vallejo	\$ 90,796.92	50%	\$ 45,398.46
City of Victorville	\$ 51,545.00	50%	\$ 25,772.50
City of Villa Park	\$ 179.77	50%	\$ 89.88
City of Visalia	\$ 85,191.28	50%	\$ 42,595.64
City of Vista	\$ 18,815.66	50%	\$ 9,407.83
City of Walnut	\$ 16.57	50%	\$ 8.29
City of Walnut Creek	\$ 71,751.24	50%	\$ 35,875.62
City of Wasco	\$ 6,800.47	50%	\$ 3,400.24
City of Weed	\$ 150.82	50%	\$ 75.41
City of West Covina	\$ 61,107.60	*	*
City of West Hollywood	\$ 34,671.30	50%	\$ 17,335.65
City of West Lake Village	\$ 6,245.21	50%	\$ 3,122.61
City of West Sacramento	\$ 93,545.56	50%	\$ 46,772.78
City of Westminster	\$ -		\$ -
City of Whittier School District	\$ 94,502.81	50%	\$ 47,251.40
City of Wildomar	\$ 1,486.45	50%	\$ 743.23
City of Willows	\$ 3,443.61	50%	\$ 1,721.80
City of Woodlake	\$ 14,532.78	50%	\$ 7,266.39
City of Yuba City	\$ 91,524.71	50%	\$ 45,762.35
City of Yucaipa	\$ 17,211.97	50%	\$ 8,605.98
Claremont Unified School District	\$ 37,153.38	50%	\$ 18,576.69
Cloverdale Unified School District	\$ 8,439.52	50%	\$ 4,219.76
Clovis Unified School District	\$ 237,567.54	50%	\$ 118,783.77
Clovis Veterans Memorial District	\$ 78.25	50%	\$ 39.13
Coachella Valley Unified School District	\$ 49,648.19	50%	\$ 24,824.09
Coachella Valley Water District	\$ 4,637.56	50%	\$ 2,318.78
Coalinga Huron Unified School District	\$ -		\$ -

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State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Coast Community College District	\$ 141,525.41	50%	\$ 70,762.70
Coast Unified School District	\$ -		\$ -
Coastline Community College	\$ 6,249.36	50%	\$ 3,124.68
College of the Canyons	\$ 35,701.95	50%	\$ 17,850.98
College of the Desert	\$ 94,281.74	50%	\$ 47,140.87
College of the Sequoias	\$ 75,820.92	50%	\$ 37,910.46
Colton Joint Unified School District	\$ 74,939.83	50%	\$ 37,469.91
Columbia Elementary School District	\$ 6,922.37	50%	\$ 3,461.19
Columbia School District	\$ 3,553.75	50%	\$ 1,776.88
Compton Unified School District	\$ -		\$ -
Conejo Valley Unified School District	\$ 124,575.46	50%	\$ 62,287.73
Consolidated Irrigation District	\$ 1,287.42	50%	\$ 643.71
Consolidated Mosquito Abatement District	\$ -		\$ -
Consolidated Waste Management Authority	\$ 287.28	50%	\$ 143.64
Contra Costa County Schools Insurance Group	\$ 17,150.33	50%	\$ 8,575.16
Contra Costa Water District	\$ 67,141.27	50%	\$ 33,570.64
Corcoran Unified School District	\$ 23,022.39	50%	\$ 11,511.19
Corning Union Elementary School District	\$ -		\$ -
Corning Union High School District	\$ -		\$ -
Cotati Rohnert Park Unified School District	\$ -		\$ -
Cottonwood Union Elementary School District	\$ -		\$ -
County of Alameda	\$ 220,647.10	50%	\$ 110,323.55
County of Amador	\$ 83,373.48	50%	\$ 41,686.74
County of Butte	\$ 469,146.02	50%	\$ 234,573.01
County of Calaveras	\$ 87,581.44	50%	\$ 43,790.72
County of Colusa	\$ 93,565.37	50%	\$ 46,782.68
County of Contra Costa	\$ 187,103.46	50%	\$ 93,551.73
County of Contra Costa Superior Court of California	\$ 8,864.85	50%	\$ 4,432.43
County of Del Norte	\$ 454.67	50%	\$ 227.34
County of Fresno	\$ 290,063.95	50%	\$ 145,031.98
County of Glenn	\$ 70,313.81	50%	\$ 35,156.91
County of Humboldt	\$ 61,519.25	50%	\$ 30,759.63
County of Imperial	\$ 444,293.35	50%	\$ 222,146.68
County of Imperial Superior Court of California	\$ 5,029.05	50%	\$ 2,514.52
County of Inyo	\$ 90,476.48	50%	\$ 45,238.24
County of Inyo Superior Court of California	\$ 5.62	50%	\$ 2.81
County of Kern	\$ 960,365.03	50%	\$ 480,182.52
County of Kern Superior Court of California	\$ 95,263.22	50%	\$ 47,631.61
County of Kings	\$ 213,608.67	50%	\$ 106,804.34
County of Lake	\$ 122,717.42	50%	\$ 61,358.71
County of Lassen	\$ 94,809.87	50%	\$ 47,404.93
County of Los Angeles	\$ 3,897,606.90	50%	\$ 1,948,803.45
County of Los Angeles Superior Court of California	\$ 159,677.65	50%	\$ 79,838.82

OFFICE

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
County of Madera	\$ 293,599.86	50%	\$ 146,799.93
County of Madera Superior Court of California	\$ 56,947.36	50%	\$ 28,473.68
County of Marin	\$ 94,754.32	50%	\$ 47,377.16
County of Mariposa	\$ 4,416.43	50%	\$ 2,208.22
County of Mendocino	\$ 2,906.24	50%	\$ 1,453.12
County of Merced	\$ 726,783.14	50%	\$ 363,391.57
County of Merced Superior Court of California	\$ 13,670.02	50%	\$ 6,835.01
County of Modoc	\$ 19,997.56	50%	\$ 9,998.78
County of Mono	\$ 4,900.52	50%	\$ 2,450.26
County of Monterey	\$ 80,023.23	50%	\$ 40,011.62
County of Napa	\$ 376,356.17	50%	\$ 188,178.09
County of Nevada	\$ 19,433.62	50%	\$ 9,716.81
County of Orange	\$ 1,346,153.97	50%	\$ 673,076.99
County of Orange Superior Court of California	\$ 59,796.78	50%	\$ 29,898.39
County of Placer	\$ 152,892.55	50%	\$ 76,446.28
County of Placer Superior Court of California	\$ 50,691.83	50%	\$ 25,345.91
County of Plumas	\$ 8,800.97	50%	\$ 4,400.48
County of Plumas Superior Court of California	\$ -		\$ -
County of Riverside	\$ 796.80	50%	\$ 398.40
County of Sacramento	\$ 438,299.52	50%	\$ 219,149.76
County of Sacramento Superior Court of California	\$ 52,612.81	50%	\$ 26,306.40
County of San Benito	\$ 2,732.05	50%	\$ 1,366.02
County of San Bernardino	\$ 1,296,453.44	*	*
County of San Diego	\$ 5,116.54	50%	\$ 2,558.27
County of San Diego Superior Court of California	\$ -		\$ -
County of San Luis Obispo	\$ 660,821.90	50%	\$ 330,410.95
County of San Luis Obispo Superior Court of California	\$ 58,746.05	50%	\$ 29,373.02
County of San Mateo	\$ 883,141.29	50%	\$ 441,570.65
County of San Mateo Superior Court of California	\$ 72,763.77	50%	\$ 36,381.88
County of Santa Barbara	\$ -		\$ -
County of Santa Cruz	\$ -		\$ -
County of Shasta	\$ 71,151.32	50%	\$ 35,575.66
County of Sierra	\$ 17,157.97	50%	\$ 8,578.99
County of Sierra Superior Court of California	\$ 2,046.64	50%	\$ 1,023.32
County of Siskiyou	\$ -		\$ -
County of Siskiyou Superior Court of California	\$ 459.10	50%	\$ 229.55
County of Solano	\$ 843,860.27	50%	\$ 421,930.13
County of Solano Superior Court of California	\$ 14,334.56	50%	\$ 7,167.28
County of Sonoma	\$ 766,850.93	50%	\$ 383,425.46
County of Stanislaus	\$ 1,037.45	50%	\$ 518.73
County of Sutter	\$ 175,032.39	50%	\$ 87,516.20
County of Sutter Superior Court of California	\$ 33,176.75	50%	\$ 16,588.37
County of Tehama	\$ 245,637.06	50%	\$ 122,818.53

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
County of Trinity	\$ 43,228.93	50%	\$ 21,614.46
County of Trinity Superior Court of California	\$ 4,038.53	50%	\$ 2,019.27
County of Trinity University of California			
Cooperative Extension	\$ 2,051.00	50%	\$ 1,025.50
County of Tulare	\$ 1,207,336.39	50%	\$ 603,668.19
County of Tulare Superior Court of California	\$ 49.21	50%	\$ 24.60
County of Tulare University of California			
Cooperative Extension	\$ 3,997.01	50%	\$ 1,998.51
County of Tuolumne	\$ 9,315.36	50%	\$ 4,657.68
County of Ventura	\$ 851.16	50%	\$ 425.58
County of Yolo	\$ 68,021.83	50%	\$ 34,010.91
County of Yuba	\$ 265,424.66	50%	\$ 132,712.33
County of Yuba Superior Court of California	\$ 18,505.81	50%	\$ 9,252.91
Covina Valley Unified School District	\$ 23,935.74	50%	\$ 11,967.87
Crestline Sanitation District	\$ -		\$ -
CSAC Excess Insurance Authority	\$ 6,982.22	50%	\$ 3,491.11
Cucamonga School District	\$ 1,423.74	50%	\$ 711.87
Cucamonga Valley Water District	\$ 231.91	50%	\$ 115.96
Cuesta College	\$ 73,892.21	50%	\$ 36,946.11
Culver City Unified School District	\$ 11,519.77	50%	\$ 5,759.89
Cupertino Unified School District	\$ -		\$ -
Curtis Creek School District	\$ -		\$ -
Cutler Orosi Joint Unified School District	\$ 50,754.50	50%	\$ 25,377.25
Davis Joint Unified School District	\$ 67,786.59	50%	\$ 33,893.29
Deer Springs Fire Protection District	\$ 1,394.65	50%	\$ 697.32
Del Norte County Unified School District	\$ 71.62	50%	\$ 35.81
Del Paso Heights School District	\$ 38,900.08	50%	\$ 19,450.04
Delano Joint Union High School District	\$ 14,744.56	50%	\$ 7,372.28
Delano Union School District	\$ -		\$ -
Delhi School District	\$ 26,914.88	50%	\$ 13,457.44
Delta Diablo Sanitation District	\$ 3,419.68	50%	\$ 1,709.84
Delta View Joint Union School District	\$ -		\$ -
Denair Unified School District	\$ 7,811.14	50%	\$ 3,905.57
Desert Water Agency	\$ 5,550.42	50%	\$ 2,775.21
Dinuba Unified School District	\$ 20,947.45	50%	\$ 10,473.73
Dixie School District	\$ 685.09	50%	\$ 342.55
Dixon Unified School District	\$ 6,401.19	50%	\$ 3,200.59
Dobbins Oregon House Fire Protection District	\$ -		\$ -
Dos Palos Unified School District	\$ 17,121.90	50%	\$ 8,560.95
Downieville Fire Protection District	\$ 123.13	50%	\$ 61.57
Dry Creek Elementary School	\$ -		\$ -
Dublin Unified School District	\$ 50,192.59	50%	\$ 25,096.29
Dunham School District	\$ 1,934.91	50%	\$ 967.46
Dunsmuir Elementary School District	\$ 1,428.53	50%	\$ 714.27
Dunsmuir Joint Union High School District	\$ -		\$ -

State of California ex rel. Sherwin v. Office Depot, Inc.

Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Durham Unified School District	\$ 3,179.40	50%	\$ 1,589.70
Eagle Mountain-Saginaw Independent School District	\$ 7.54	50%	\$ 3.77
Earlimart School District	\$ 33,912.10	50%	\$ 16,956.05
East Bay Regional Park District	\$ 68.37	50%	\$ 34.19
East Side Union High School District	\$ 59,581.64	50%	\$ 29,790.82
East Whittier City School District	\$ -		\$ -
Eastern Municipal Water District	\$ 113,133.29	50%	\$ 56,566.64
Eden Area Regional Occupation Program	\$ 1,802.34	50%	\$ 901.17
Edison School District	\$ -		\$ -
El Dorado Irrigation District	\$ -		\$ -
El Dorado Union High School District	\$ 4,310.04	50%	\$ 2,155.02
El Monte City School District	\$ 4,079.84	50%	\$ 2,039.92
El Monte Union High School District	\$ 146,190.52	50%	\$ 73,095.26
El Rancho Unified School District	\$ 47,927.97	50%	\$ 23,963.99
El Tejon Unified School District	\$ 5,307.21	50%	\$ 2,653.61
Emery Unified School District	\$ 1,197.41	50%	\$ 598.71
Empire Union School District	\$ 25,553.58	50%	\$ 12,776.79
Encina Wastewater Authority	\$ 14,673.86	50%	\$ 7,336.93
Enterprise Elementary School District	\$ -		\$ -
Escalon Unified School District	\$ 10,060.24	50%	\$ 5,030.12
Esparto Unified School District	\$ -		\$ -
Etiwanda School District	\$ -		\$ -
Etna Elementary School District	\$ 684.94	50%	\$ 342.47
Eureka Union School District	\$ 14,778.94	50%	\$ 7,389.47
Evergreen School District	\$ 68,694.34	50%	\$ 34,347.17
Evergreen Union School District	\$ -		\$ -
Exeter Public Schools	\$ 15,088.49	50%	\$ 7,544.24
Fair Oaks Water District	\$ 3,346.35	50%	\$ 1,673.17
Fairfax School District	\$ 1,167.89	50%	\$ 583.95
Fairfield Suisun Unified School District	\$ 104,830.92	50%	\$ 52,415.46
Fall River Unified School District	\$ 6,071.44	50%	\$ 3,035.72
Farmersville Unified School District	\$ 26,011.91	50%	\$ 13,005.95
Feather River Air Quality Management District	\$ 2,108.05	50%	\$ 1,054.03
Fillmore Unified School District	\$ 139.66	50%	\$ 69.83
Firebaugh Las Deltas Unified School District	\$ 25,610.52	50%	\$ 12,805.26
Flournoy Union Elementary School District	\$ 1,296.26	50%	\$ 648.13
Folsom Cordova Unified School District	\$ -		\$ -
Fontana Unified School District	\$ 328,328.34	50%	\$ 164,164.17
Foothill De Anza Community College District	\$ 998.01	50%	\$ 499.00
Forestville Unified School District	\$ 1,935.29	50%	\$ 967.65
Forks of Salmon Elementary School District	\$ 1,160.49	50%	\$ 580.24
Fort Bragg Unified School District	\$ 1,531.24	50%	\$ 765.62
Fort Ross Elementary School District	\$ 1,035.81	50%	\$ 517.91
Fort Sage Unified School District	\$ 2,894.55	50%	\$ 1,447.27

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Fowler Unified School District	\$ 15,257.20	50%	\$ 7,628.60
Franklin McKinley School District	\$ 3,133.35	50%	\$ 1,566.67
Fremont Unified School District	\$ 151,099.93	50%	\$ 75,549.97
French Gulch Whiskeytown Elementary School District	\$ 191.28	50%	\$ 95.64
Fresno City College	\$ 157,129.88	50%	\$ 78,564.94
Fresno County Local Agency Formation Commission	\$ -		\$ -
Fresno Madera Area Agency on Aging	\$ 21,227.22	50%	\$ 10,613.61
Fresno Mosquito and Vector Control District	\$ 1,174.49	50%	\$ 587.24
Fresno Pacific University	\$ 72,884.90	50%	\$ 36,442.45
Fresno Unified School District	\$ 886,896.24	50%	\$ 443,448.12
Fresno Westside Mosquito Abatement District	\$ 1,222.97	50%	\$ 611.48
Fruitvale School District	\$ 6,575.24	50%	\$ 3,287.62
Galt Joint Union Elementary School District	\$ 61,003.09	50%	\$ 30,501.55
Garvey School District	\$ 18,785.57	50%	\$ 9,392.78
Gateway Unified School District	\$ 12,619.81	50%	\$ 6,309.91
Gavilan Joint Community College District	\$ 5,441.87	50%	\$ 2,720.93
Gerber Union Elementary School District	\$ -		\$ -
Geyserville Unified School District	\$ 3,026.07	50%	\$ 1,513.03
Gilroy Unified School District	\$ 26.95	50%	\$ 13.48
Glendale Unified School District	\$ 26,657.08	50%	\$ 13,328.54
Gold Oak Union School District	\$ -		\$ -
Gold Trail School District	\$ -		\$ -
Golden Feather Unified School District	\$ 941.41	50%	\$ 470.70
Golden Gate Bridge, Highway and Transportation District	\$ 44,044.31	50%	\$ 22,022.16
Golden Plains Unified School District	\$ 42,609.58	50%	\$ 21,304.79
Golden Valley Unified School District	\$ 5,840.88	50%	\$ 2,920.44
Goleta Union School District	\$ -		\$ -
Gonzales Unified School District	\$ 2,936.86	50%	\$ 1,468.43
Grant Elementary School District	\$ -		\$ -
Grant Union High School	\$ 161,437.42	50%	\$ 80,718.71
Grass Valley School District	\$ 15,443.34	50%	\$ 7,721.67
Gravenstein Unified School District	\$ 1,283.48	50%	\$ 641.74
Greenfield Union School District	\$ 12,911.81	50%	\$ 6,455.91
Gridley Unified School District	\$ 12,527.35	50%	\$ 6,263.68
Grizzly Flats Community Services District	\$ 861.66	50%	\$ 430.83
Grossmont Union High School District	\$ 5,273.18	50%	\$ 2,636.59
Groveland Unified School District	\$ 4,988.22	50%	\$ 2,494.11
Guadalupe Union School District	\$ 5,734.24	50%	\$ 2,867.12
Guernville School District	\$ -		\$ -
Gustine Unified School District	\$ -		\$ -
Hamilton Unified School District	\$ 12,480.62	50%	\$ 6,240.31
Hanford Elementary School District	\$ -		\$ -

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Happy Camp Fire Protection District	\$ 4.27	50%	\$ 2.14
Happy Valley School District	\$ 1,882.71	50%	\$ 941.35
Harmony Unified School District	\$ 847.58	50%	\$ 423.79
Hart Ransom Union School District	\$ 4,003.54	50%	\$ 2,001.77
Hartnell Community College	\$ 78,035.12	50%	\$ 39,017.56
Hawthorne Unified School District	\$ 149,881.98	50%	\$ 74,940.99
Hayward Area Recreation and Park District	\$ 4,523.95	50%	\$ 2,261.98
Hayward Unified School District	\$ 178,935.33	50%	\$ 89,467.66
Healdsburg District Hospital	\$ 9,419.95	50%	\$ 4,709.97
Healdsburg Unified School District	\$ -		\$ -
Helendale Community Services District	\$ 464.51	50%	\$ 232.25
Hemet Unified School District	\$ 62,989.83	50%	\$ 31,494.92
Hesperia Unified School District	\$ -		\$ -
Hickman Elementary School	\$ 6,670.71	50%	\$ 3,335.35
Highlands Recreation District	\$ -		\$ -
Hillsborough City School District	\$ -		\$ -
Hilmar Unified School District	\$ 2,991.47	50%	\$ 1,495.73
Hollister School District	\$ -		\$ -
Hope Elementary School District	\$ -		\$ -
Horicon Elementary School District	\$ 1,043.02	50%	\$ 521.51
Housing Authority of the City of Livermore	\$ 601.50	50%	\$ 300.75
Housing Authority of the County of Stanislaus	\$ 27,182.87	50%	\$ 13,591.43
Howell Mountain Elementary School District	\$ 5,298.51	50%	\$ 2,649.26
Hughson Union School District	\$ 27,310.92	50%	\$ 13,655.46
Humboldt #1 Fire Protection District	\$ -		\$ -
Huntington Beach City Elementary School District	\$ -		\$ -
Igo Ono Platina School District	\$ 539.07	50%	\$ 269.54
Indian Springs School District	\$ 1,639.44	50%	\$ 819.72
Inland Empire Utilities Agency	\$ 54,431.71	50%	\$ 27,215.85
Irvine Ranch Water District	\$ 47,591.18	50%	\$ 23,795.59
Jamestown Elementary School District	\$ 4,982.59	50%	\$ 2,491.29
Janesville School District	\$ -		\$ -
Jefferson Elementary School District	\$ 4,104.07	50%	\$ 2,052.03
Jefferson School District	\$ -		\$ -
Jefferson Union High School District	\$ 34,780.49	50%	\$ 17,390.24
John Swett Unified School District	\$ 1,195.49	50%	\$ 597.75
Junction City Elementary School District	\$ 1,103.78	50%	\$ 551.89
Junction School District	\$ 698.82	50%	\$ 349.41
Jurupa Unified School District	\$ 5,815.34	50%	\$ 2,907.67
Kashia School District	\$ 430.71	50%	\$ 215.36
Kelseyville Unified School District	\$ 14,723.37	50%	\$ 7,361.69
Kentfield School District	\$ 331.85	50%	\$ 165.93
Kenwood School District	\$ 799.73	50%	\$ 399.87
Kerman Unified School District	\$ -		\$ -
Kern Community College	\$ 29,937.79	50%	\$ 14,968.89

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Kern Community College District	\$ -		\$ -
Kern County Superintendent of Schools	\$ 319,163.22	50%	\$ 159,581.61
Kern High School District	\$ -		\$ -
Kernville Union School District	\$ 466.22	50%	\$ 233.11
Keyes Union Elementary School District	\$ 114.19	50%	\$ 57.09
King City Union School District	\$ 16,166.05	50%	\$ 8,083.03
Kings Canyon Unified School District	\$ 100,714.16	50%	\$ 50,357.08
Kings County Housing Authority	\$ 13,940.70	50%	\$ 6,970.35
King's River Union Elementary School District	\$ -		\$ -
Kingsburg Joint Union High School District	\$ 6,983.88	50%	\$ 3,491.94
Kirkwood Elementary School District	\$ 2,205.61	50%	\$ 1,102.80
Kit Carson Unified School District	\$ -		\$ -
Klamath River Union Elementary School District	\$ 100.11	50%	\$ 50.05
Konocti Unified School District	\$ 9,691.06	50%	\$ 4,845.53
La Honda Pescadero Unified School District	\$ 1,148.50	50%	\$ 574.25
La Puente Valley Regional Occupational Program	\$ 10,508.17	50%	\$ 5,254.08
Lafayette School District	\$ 8,894.77	50%	\$ 4,447.38
Laguna Elementary School District	\$ 243.79	50%	\$ 121.89
Lagunitas School District	\$ 2,289.21	50%	\$ 1,144.61
Lake County Office of Education	\$ 76.64	50%	\$ 38.32
Lake Elementary School District	\$ 397.93	50%	\$ 198.96
Lake Elsinore Unified School District	\$ 18,306.25	50%	\$ 9,153.13
Lake Hemet Municipal Water District	\$ -		\$ -
Lake Tahoe Unified School District	\$ 64,628.39	50%	\$ 32,314.19
Lakeport Unified School District	\$ -		\$ -
Lakeside School District	\$ -		\$ -
Lakeside Union School District	\$ 8,416.20	50%	\$ 4,208.10
Lamont School District	\$ 32,954.76	50%	\$ 16,477.38
Lancaster School District	\$ 1,886.84	50%	\$ 943.42
Larkspur-Corte Madera School District	\$ -		\$ -
Las Lomas Elementary School District	\$ -		\$ -
Las Virgenes Municipal Water District	\$ 17,093.05	50%	\$ 8,546.53
Las Virgenes Unified School District	\$ -		\$ -
Lassen Community College	\$ 772.56	50%	\$ 386.28
Lassen Union High School District	\$ 2,516.85	50%	\$ 1,258.42
Laton Unified School District	\$ 643.58	50%	\$ 321.79
Lawndale Elementary School District	\$ 50,819.22	50%	\$ 25,409.61
Laytonville Unified School District	\$ 1,303.92	50%	\$ 651.96
Le Grand Community Services District	\$ 1,916.59	50%	\$ 958.29
Le Grand Elementary School District	\$ 1,063.05	50%	\$ 531.53
Le Grand Union High School District	\$ -		\$ -
Lemoore Union Elementary School District	\$ 11,007.46	50%	\$ 5,503.73
Lemoore Union High School District	\$ 428.51	50%	\$ 214.25
Leucadia Wastewater District	\$ 5,378.63	50%	\$ 2,689.31
Liberty School District	\$ 2,500.68	50%	\$ 1,250.34

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Liberty Union High School District	\$ 9,582.22	50%	\$ 4,791.11
Lincoln Unified School District	\$ 33,918.54	50%	\$ 16,959.27
Linden Unified School District	\$ 7,280.58	50%	\$ 3,640.29
Lindsay Unified School District	\$ 28,776.52	50%	\$ 14,388.26
Little Lake City School District	\$ 4,735.93	50%	\$ 2,367.97
Live Oak Elementary School District	\$ 1,424.96	50%	\$ 712.48
Live Oak Unified School District	\$ 17,695.10	50%	\$ 8,847.55
Livermore Area Recreation and Park District	\$ -		\$ -
Livermore Valley Joint Unified School District	\$ 21,058.12	50%	\$ 10,529.06
Livingston Union School District	\$ 10,177.35	50%	\$ 5,088.68
Lodi Unified School District	\$ 71,859.18	50%	\$ 35,929.59
Loma Prieta Joint Union School District	\$ 1,375.23	50%	\$ 687.62
Lompoc Unified School District	\$ 31,927.32	50%	\$ 15,963.66
Long Beach City College	\$ 141,720.24	50%	\$ 70,860.12
Long Beach Unified School District	\$ -		\$ -
Long Valley Fire Protection District	\$ -		\$ -
Loomis Unified School District	\$ -		\$ -
Los Altos School District	\$ 2,591.57	50%	\$ 1,295.79
Los Angeles Unified School District	\$ 187,021.60	50%	\$ 93,510.80
Los Banos Unified School District	\$ 18,372.88	50%	\$ 9,186.44
Los Gatos Saratoga Joint Union High School District	\$ 3,845.51	50%	\$ 1,922.75
Los Gatos Unified School District	\$ 11,118.67	50%	\$ 5,559.34
Los Molinos Unified School District	\$ 4,178.53	50%	\$ 2,089.26
Los Osos Community Services District	\$ 11,067.90	50%	\$ 5,533.95
Lost Hills Union School District	\$ 491.42	50%	\$ 245.71
Lowell Joint School District	\$ 15,505.15	50%	\$ 7,752.57
Lower Tule River Irrigation District	\$ 206.71	50%	\$ 103.36
Lucerne Elementary School District	\$ -		\$ -
Lucia Mar Unified School District	\$ 53,010.93	50%	\$ 26,505.46
Luther Burbank School District	\$ 1,048.87	50%	\$ 524.43
Madera County Economic Development Commission	\$ 898.53	50%	\$ 449.26
Madera Unified School District	\$ 187,927.41	50%	\$ 93,963.71
Mammoth Lakes Fire Protection District	\$ 917.64	50%	\$ 458.82
Mammoth Lakes Police Department	\$ -		\$ -
Mammoth Unified School District	\$ 1,248.73	50%	\$ 624.37
Manchester Union School District	\$ 815.94	50%	\$ 407.97
Manteca Unified School District	\$ 19,700.45	50%	\$ 9,850.23
Manton Union School District	\$ -		\$ -
Manzanita Unified School District	\$ 2,388.98	50%	\$ 1,194.49
Marin City Community Services District	\$ 23.27	50%	\$ 11.64
Marin Local Agency Formation Commission	\$ -		\$ -
Mark Twain Union Elementary School District	\$ -		\$ -
Mark West Union School District	\$ -		\$ -

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Martinez Unified School District	\$ 25,141.24	50%	\$ 12,570.62
Marysville Joint Unified School District	\$ 102,758.94	50%	\$ 51,379.47
Maxwell Unified School District	\$ 6,128.04	50%	\$ 3,064.02
McCloud Union Elementary School District	\$ 3,021.33	50%	\$ 1,510.66
McFarland Unified School District	\$ 15,256.81	50%	\$ 7,628.41
McKittrick Elementary School District	\$ 54.67	50%	\$ 27.34
McSwain Union Elementary School District	\$ -		\$ -
Mendocino Unified School District	\$ 2,063.06	50%	\$ 1,031.53
Mendota Unified School District	\$ 66,021.08	50%	\$ 33,010.54
Menlo Park City School District	\$ -		\$ -
Merced City School District	\$ 73,297.65	50%	\$ 36,648.83
Merced College	\$ 86,170.70	50%	\$ 43,085.35
Meridian Elementary School District	\$ -		\$ -
Mesa Consolidated Water District	\$ 8,252.19	50%	\$ 4,126.10
Metrolink	\$ 68,978.99	50%	\$ 34,489.50
Metropolitan Education District	\$ 122,062.50	50%	\$ 61,031.25
Metropolitan Water District of Southern California	\$ 492,702.42	50%	\$ 246,351.21
Middletown Unified School District	\$ 9,297.13	50%	\$ 4,648.57
Mid-Peninsula Water District	\$ 6,950.36	50%	\$ 3,475.18
Midway Heights County Water District	\$ -		\$ -
Mill Valley School District	\$ -		\$ -
Millbrae Elementary School District	\$ -		\$ -
Millville Area School District	\$ 2,598.89	50%	\$ 1,299.44
Milpitas Unified School District	\$ 868.47	50%	\$ 434.23
Mineral County Water District	\$ -		\$ -
MiraCosta Community College District	\$ -		\$ -
Modoc Joint Unified School District	\$ 18,492.98	50%	\$ 9,246.49
Mojave Unified School District	\$ -		\$ -
Monroe Elementary School District	\$ 1,337.34	50%	\$ 668.67
Monson Sultana Joint Union Elementary School District	\$ 179.13	50%	\$ 89.56
Montague Elementary School District	\$ 1,013.30	50%	\$ 506.65
Monte Rio Union School District	\$ 1,026.00	50%	\$ 513.00
Monte Vista Water District	\$ 538.88	50%	\$ 269.44
Montebello Unified School District	\$ 249,228.13	50%	\$ 124,614.06
Montecito School District	\$ 270.82	50%	\$ 135.41
Monterey County Office of Education	\$ 404.41	50%	\$ 202.20
Monterey Peninsula College	\$ 74,074.45	50%	\$ 37,037.22
Monterey Peninsula Unified School District	\$ 29,411.20	50%	\$ 14,705.60
Monterey-Salinas Transit	\$ -		\$ -
Montgomery Elementary School District	\$ 74.40	50%	\$ 37.20
Moraga School District	\$ 1,897.12	50%	\$ 948.56
Moraga-Orinda Fire District	\$ 4,808.05	50%	\$ 2,404.03
Moreland School District	\$ 28,538.86	50%	\$ 14,269.43

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Moreno Valley Unified School District	\$ 25,803.53	50%	\$ 12,901.76
Morgan Hill Unified School District	\$ 10,358.48	50%	\$ 5,179.24
Morongo Unified School District	\$ 1,262.20	50%	\$ 631.10
Mother Lode Union School District	\$ 2.22	50%	\$ 1.11
Mount Pleasant School District	\$ 5,836.41	50%	\$ 2,918.21
Mount Shasta Fire Protection District	\$ 449.57	50%	\$ 224.78
Mount Union School District	\$ 1,494.64	50%	\$ 747.32
Mountain Communities Healthcare District	\$ 10,418.37	50%	\$ 5,209.18
Mountain House Elementary School District	\$ 803.07	50%	\$ 401.54
Mountain Valley Unified School District	\$ 9,617.90	50%	\$ 4,808.95
Mountain View Los Altos Union High School District	\$ 17,582.38	50%	\$ 8,791.19
Mountain View Whisman School District	\$ 3,934.08	50%	\$ 1,967.04
Mountains Recreation and Conservation Authority	\$ 543.44	50%	\$ 271.72
Mt Baldy School District	\$ 2,041.81	50%	\$ 1,020.91
Mt Pleasant Community School District	\$ -		\$ -
Mt Shasta Union Elementary School District	\$ 4,102.69	50%	\$ 2,051.34
Mt. San Antonio College District	\$ 31.25	50%	\$ 15.63
Mt. San Jacinto College	\$ -		\$ -
Municipal Water District of Orange County	\$ -		\$ -
Muroc Unified School District	\$ 3,375.13	50%	\$ 1,687.56
Napa County Local Agency Formation Commission	\$ -		\$ -
Napa Sanitation District	\$ 11,914.10	50%	\$ 5,957.05
Napa Valley Unified School District	\$ 70,519.39	50%	\$ 35,259.70
Natomas Unified School District	\$ 50,873.89	50%	\$ 25,436.94
Nevada City School District	\$ -		\$ -
Nevada Irrigation District	\$ 17,428.32	50%	\$ 8,714.16
Nevada Joint Union High School District	\$ 1,050.33	50%	\$ 525.16
Nevada Union High School District	\$ 231.87	50%	\$ 115.94
New Haven Unified School District	\$ 61,553.89	50%	\$ 30,776.95
New Hope Elementary School District	\$ 189.77	50%	\$ 94.89
Newark Unified School District	\$ 19,851.80	50%	\$ 9,925.90
Newcastle School District	\$ 6,210.23	50%	\$ 3,105.11
Newhall School District	\$ -		\$ -
Newman Crows Landing Unified School District	\$ 60.47	50%	\$ 30.23
Nicasio School District	\$ 1,992.56	50%	\$ 996.28
Norris School District	\$ -		\$ -
North Central Counties Consortium	\$ 2,578.75	50%	\$ 1,289.37
North Central Fire Protection District	\$ 139.00	50%	\$ 69.50
North County Joint Union School District	\$ 2,566.00	50%	\$ 1,283.00
North County Transit District	\$ 17,161.25	50%	\$ 8,580.62
North Cow Creek Elementary School District	\$ -		\$ -
North Marin Water District	\$ -		\$ -

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
North Monterey County Unified School District	\$ 54,484.00	50%	\$ 27,242.00
North Orange County Community College	\$ 315,630.58	50%	\$ 157,815.29
North Orange County Community College District	\$ -		\$ -
North Sacramento School District	\$ 10,472.31	50%	\$ 5,236.16
Northstar Community Services District	\$ 1,638.23	50%	\$ 819.12
Novato Unified School District	\$ 35,725.28	50%	\$ 17,862.64
Nuestro Elementary School District	\$ 471.66	50%	\$ 235.83
Nuvview Union School District	\$ 27,532.62	50%	\$ 13,766.31
Oak Grove School District	\$ -		\$ -
Oak Grove Unified School District	\$ 2,582.84	50%	\$ 1,291.42
Oak Park Unified School District	\$ 2,409.54	50%	\$ 1,204.77
Oak Run Elementary School District	\$ 5,651.97	50%	\$ 2,825.99
Oakdale Irrigation District	\$ 19,251.85	50%	\$ 9,625.93
Oakland Unified School District	\$ 139,139.73	50%	\$ 69,569.86
Oakley Union School District	\$ 14,655.49	50%	\$ 7,327.74
Oceanside Unified School District	\$ 179,079.52	50%	\$ 89,539.76
Oceanview Elementary School District	\$ 7,453.73	50%	\$ 3,726.87
Ohlone College	\$ 24,286.25	50%	\$ 12,143.12
Ojai Unified School District	\$ 2,117.58	50%	\$ 1,058.79
Old Adobe Union School District	\$ -		\$ -
Olivenhain Municipal Water District	\$ 344.37	50%	\$ 172.18
Omnitrans Transit System	\$ 37,550.87	50%	\$ 18,775.44
Ontario Montclair School District	\$ 37,385.58	50%	\$ 18,692.79
Orange Center School District	\$ -		\$ -
Orange Coast College	\$ 7,673.31	50%	\$ 3,836.66
Orange County Local Agency Formation Commission	\$ -		\$ -
Orange County Sheriff's Department	\$ 144.16	50%	\$ 72.08
Orange County Vector Control District	\$ 363.88	50%	\$ 181.94
Orange County Water District	\$ 7.67	50%	\$ 3.84
Orchard School District	\$ 1,935.59	50%	\$ 967.79
Orinda Unified School District	\$ 10,363.49	50%	\$ 5,181.75
Orland Joint Unified School District	\$ 20,796.33	50%	\$ 10,398.16
Oroville School District	\$ 3,128.33	50%	\$ 1,564.17
Oroville Union High School District	\$ 1,865.68	50%	\$ 932.84
Otay Water District	\$ 16,002.46	50%	\$ 8,001.23
Oxnard School District	\$ 6,439.35	50%	\$ 3,219.68
Oxnard Union High School District	\$ 1,500.84	50%	\$ 750.42
Pacheco Union School District	\$ -		\$ -
Pacific Grove Unified School District	\$ 3,911.91	50%	\$ 1,955.96
Pacifica School District	\$ 620.86	50%	\$ 310.43
Padre Dam Municipal Water District	\$ -		\$ -
Pajaro Valley Unified School District	\$ -		\$ -
Palermo Unified School District	\$ -		\$ -
Palm Drive Health Care District	\$ -		\$ -

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Palm Springs Unified School District	\$ -		\$ -
Palmdale School District	\$ 28,912.30	50%	\$ 14,456.15
Palo Alto Unified School District	\$ 14,464.11	50%	\$ 7,232.05
Palo Verde Health Care District	\$ -		\$ -
Palomar College	\$ 139,692.10	50%	\$ 69,846.05
Palos Verdes Peninsula Transit Authority	\$ -		\$ -
Palos Verdes Peninsula Unified School District	\$ 34,426.95	50%	\$ 17,213.48
Panama-Buena Vista Union School District	\$ 25,174.84	50%	\$ 12,587.42
Paradise Irrigation District	\$ 5,898.94	50%	\$ 2,949.47
Paradise School District	\$ 2,036.57	50%	\$ 1,018.29
Paradise Unified School District	\$ 4,432.70	50%	\$ 2,216.35
Parlier Unified School District	\$ 16,268.56	50%	\$ 8,134.28
Pasadena Area Community College District	\$ 1,630.26	50%	\$ 815.13
Pasadena Unified School District	\$ 213,291.41	50%	\$ 106,645.70
Paso Robles Public School District	\$ 62,181.69	50%	\$ 31,090.85
Pebble Beach Community Services District	\$ 14,386.38	50%	\$ 7,193.19
Peralta Community College	\$ 59,125.89	50%	\$ 29,562.94
Perris Elementary School District	\$ 4,686.56	50%	\$ 2,343.28
Perris Union High School District	\$ 113,775.22	50%	\$ 56,887.61
Petaluma City Schools	\$ -		\$ -
Piedmont Unified School District	\$ 4,492.18	50%	\$ 2,246.09
Piner-Olivet Union School District	\$ 362.99	50%	\$ 181.50
Pioneer Fire Protection District	\$ -		\$ -
Pioneer Unified School District	\$ -		\$ -
Pittsburg Unified School District	\$ 4,273.44	50%	\$ 2,136.72
Pixley Union School District	\$ 1,628.27	50%	\$ 814.13
Placentia Union School District	\$ 79.82	50%	\$ 39.91
Placer County Office of Education	\$ 6,599.95	50%	\$ 3,299.97
Placer Mosquito & Vector Control District	\$ 274.26	50%	\$ 137.13
Plainsburg Union Elementary School District	\$ 137.65	50%	\$ 68.83
Planada School District	\$ -		\$ -
Plaza Elementary School District	\$ 1,429.34	50%	\$ 714.67
Pleasant Ridge Union Elementary School District	\$ -		\$ -
Pleasant Valley School District	\$ -		\$ -
Pleasant View Elementary School District	\$ 113.16	50%	\$ 56.58
Pleasanton Unified School District	\$ 2,907.84	50%	\$ 1,453.92
Plum Valley School District	\$ -		\$ -
Plumas Lake Elementary School District	\$ -		\$ -
Plumas Unified School District	\$ 9,296.03	50%	\$ 4,648.01
Point Arena Joint Unified School District	\$ 14,207.95	50%	\$ 7,103.98
Pollock Pines School District	\$ -		\$ -
Pomona Unified School District	\$ 467,756.13	50%	\$ 233,878.07
Pond Union School District	\$ -		\$ -
Pope Valley Union Elementary School District	\$ 3,394.80	50%	\$ 1,697.40
Port of Oakland	\$ 25,033.43	50%	\$ 12,516.71

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Port of Stockton	\$ 14,940.69	50%	\$ 7,470.35
Porterville Unified School District	\$ 27,746.98	50%	\$ 13,873.49
Portola Valley School District	\$ 8,634.08	50%	\$ 4,317.04
Potter Valley Community Unified School District	\$ -		\$ -
Princeton Joint Unified School District	\$ 3.55	50%	\$ 1.78
Quartz Hill Water District	\$ -		\$ -
Rainbow Municipal Water District	\$ 62.11	50%	\$ 31.06
Raisin City Elementary School District	\$ -		\$ -
Rancho Adobe Fire Protection District	\$ 1,791.36	50%	\$ 895.68
Rancho Cucamonga Fire Protection District	\$ 13,892.76	50%	\$ 6,946.38
Ravenswood City School District	\$ 11,478.05	50%	\$ 5,739.02
Raymond Knowles Union Elementary School District	\$ -		\$ -
Ready Springs Unified School District	\$ 4,738.07	50%	\$ 2,369.04
Red Bluff Union Elementary School District	\$ 6,711.64	50%	\$ 3,355.82
Red Bluff Union High School District	\$ -		\$ -
Redding School District	\$ 2,349.60	50%	\$ 1,174.80
Redlands Unified School District	\$ 110,825.14	50%	\$ 55,412.57
Redwood City School District	\$ 43,518.32	50%	\$ 21,759.16
Redwoods Community College District	\$ 18.90	50%	\$ 9.45
Reed Union School District	\$ 6,930.98	50%	\$ 3,465.49
Reedley College	\$ 62,855.71	50%	\$ 31,427.85
Reeds Creek School District	\$ -		\$ -
Reef Sunset Unified School District	\$ 23,317.30	50%	\$ 11,658.65
Rialto Unified School District	\$ 111,972.60	50%	\$ 55,986.30
Richfield School District	\$ 1,604.35	50%	\$ 802.17
Richgrove School District	\$ -		\$ -
Richland School District	\$ 13,717.29	50%	\$ 6,858.65
Richmond Elementary School District	\$ -		\$ -
Rim of the World Unified School District	\$ 29,203.62	50%	\$ 14,601.81
Rincon Valley Fire District	\$ 408.19	50%	\$ 204.09
Rincon Valley Unified School District	\$ 2,125.04	50%	\$ 1,062.52
Rio Bravo Greeley Union School District	\$ 1,251.02	50%	\$ 625.51
Rio School District	\$ 18,151.01	50%	\$ 9,075.51
River Delta Unified School District	\$ 6,750.11	50%	\$ 3,375.06
Riverbank Unified School District	\$ -		\$ -
Riverdale Unified School District	\$ 13.23	50%	\$ 6.61
Riverside Local Agency Formation Commission	\$ -		\$ -
Riverside Transit Agency	\$ 13,458.35	50%	\$ 6,729.18
Roberts Ferry School District	\$ 2,251.44	50%	\$ 1,125.72
Robla Elementary School District	\$ 132.07	50%	\$ 66.04
Rocklin Unified School District	\$ 91.20	50%	\$ 45.60
Romoland Unified School District	\$ 11,664.77	50%	\$ 5,832.39
Rosamond Community Services District	\$ 14,317.26	50%	\$ 7,158.63
Rosedale Unified School District	\$ -		\$ -

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Roseland School District	\$ 11,957.31	50%	\$ 5,978.65
Roseville City School District	\$ -		\$ -
Roseville Joint Union High School District	\$ 9,202.44	50%	\$ 4,601.22
Ross School District	\$ 2,676.81	50%	\$ 1,338.41
Ross Valley Sanitary District	\$ 24.42	50%	\$ 12.21
Ross Valley School District	\$ 3,935.85	50%	\$ 1,967.92
Round Valley Unified School District	\$ 3,941.17	50%	\$ 1,970.59
Sacramento City Unified School District	\$ 0.65	50%	\$ 0.32
Sacramento CUSD	\$ 35,538.27	50%	\$ 17,769.13
Sacramento Housing and Redevelopment Agency	\$ 156.61	50%	\$ 78.30
Salinas City School District	\$ -		\$ -
Salinas Union High School District	\$ 133,028.63	50%	\$ 66,514.32
Salinas Valley Solid Waste Authority	\$ 12,086.01	50%	\$ 6,043.00
San Bernardino City Unified School District	\$ 1,384,523.64	50%	\$ 692,261.82
San Bernardino Community College	\$ 35,491.99	50%	\$ 17,746.00
San Bernardino Community College District	\$ 507.10	50%	\$ 253.55
San Bernardino Valley College	\$ -		\$ -
San Bernardino Valley Municipal Water District	\$ 4,714.29	50%	\$ 2,357.14
San Bruno Park School District	\$ -		\$ -
San Carlos Elementary School District	\$ -		\$ -
San Diego Convention Center	\$ 36,322.54	50%	\$ 18,161.27
San Diego County Water Authority	\$ 825.47	50%	\$ 412.74
San Diego Unified Port District	\$ 153.84	50%	\$ 76.92
San Diego Unified School District	\$ 257,908.37	50%	\$ 128,954.18
San Francisco Housing Authority	\$ -		\$ -
San Francisco Unified School District	\$ 338,213.79	50%	\$ 169,106.90
San Gabriel Unified School District	\$ 16,792.56	50%	\$ 8,396.28
San Gabriel Valley Mosquito and Vector Control District	\$ 2,186.76	50%	\$ 1,093.38
San Jacinto Unified School District	\$ 7,164.30	50%	\$ 3,582.15
San Joaquin County Mosquito Vector Control District	\$ -		\$ -
San Joaquin Delta Community College District	\$ 4,656.89	50%	\$ 2,328.45
San Joaquin Valley Air Pollution Control District	\$ 2,477.32	50%	\$ 1,238.66
San Joaquin Valley Unified School District	\$ 549.39	50%	\$ 274.70
San Jose Evergreen Community College District	\$ 105,772.62	50%	\$ 52,886.31
San Jose Unified School District	\$ 2,460.78	50%	\$ 1,230.39
San Juan Unified School District	\$ 4,533.53	50%	\$ 2,266.76
San Leandro Unified School District	\$ -		\$ -
San Lorenzo Valley School District	\$ 4,000.58	50%	\$ 2,000.29
San Luis Coastal Unified School District	\$ 25,470.10	50%	\$ 12,735.05
San Luis Obispo County Community College District	\$ 174.25	50%	\$ 87.13
San Luis Obispo Local Agency Formation Commission	\$ 1,163.28	50%	\$ 581.64

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
San Marino Unified School District	\$ 8,643.69	50%	\$ 4,321.85
San Mateo Community College District	\$ 125,414.88	50%	\$ 62,707.44
San Mateo County Health System	\$ 1,243.39	50%	\$ 621.69
San Mateo County Mosquito Abatement District	\$ -		\$ -
San Mateo County Office of Education	\$ 49,610.70	50%	\$ 24,805.35
San Mateo Foster City	\$ -		\$ -
San Mateo Medical Center	\$ 135,066.92	50%	\$ 67,533.46
San Mateo Union High School District	\$ 65,251.77	50%	\$ 32,625.89
San Miguel Community Services District	\$ 1,710.84	50%	\$ 855.42
San Miguel Consolidated Fire Protection District	\$ -		\$ -
San Miguel Joint School District	\$ 2,107.81	50%	\$ 1,053.91
San Rafael City Schools	\$ 30,701.74	50%	\$ 15,350.87
San Ramon Valley Unified School District	\$ 425,585.86	50%	\$ 212,792.93
Sanger Unified School District	\$ 79,533.83	50%	\$ 39,766.91
Santa Barbara Community College District	\$ 4,302.42	50%	\$ 2,151.21
Santa Barbara Unified School District	\$ 92,141.08	50%	\$ 46,070.54
Santa Clara County Vector Control District	\$ -		\$ -
Santa Clara Unified School District	\$ -		\$ -
Santa Clara Valley Transportation Authority	\$ 115,446.69	50%	\$ 57,723.35
Santa Clara Valley Water District	\$ -		\$ -
Santa Clarita Valley School Food Service Agency	\$ 2,480.72	50%	\$ 1,240.36
Santa Cruz City School District	\$ 3,002.02	50%	\$ 1,501.01
Santa Cruz County Office of Education	\$ -		\$ -
Santa Cruz County Regional Transportation Commission	\$ 219.09	50%	\$ 109.55
Santa Cruz Metropolitan Transit District	\$ -		\$ -
Santa Maria Joint Unified School District	\$ 97,732.86	50%	\$ 48,866.43
Santa Maria-Bonita School District	\$ 89,580.98	50%	\$ 44,790.49
Santa Monica Community College District	\$ -		\$ -
Santa Paula Unified School District	\$ 15,037.78	50%	\$ 7,518.89
Santa Rita Union School District	\$ 1,374.37	50%	\$ 687.18
Santee School District	\$ -		\$ -
Saratoga Union School District	\$ 591.82	50%	\$ 295.91
Saugus Union School District	\$ -		\$ -
Sausalito Marin City School District	\$ 541.92	50%	\$ 270.96
Savanna School District	\$ -		\$ -
Scott Valley Unified School District	\$ 8,453.18	50%	\$ 4,226.59
Sebastopol Union Elementary School District	\$ -		\$ -
Seiad Elementary School District	\$ 149.71	50%	\$ 74.86
Self-Insured Schools of California	\$ -		\$ -
Selma Unified School District	\$ -		\$ -
Sequoia Union Elementary School District	\$ 1,627.01	50%	\$ 813.50
Sequoia Union High School District	\$ 8,204.30	50%	\$ 4,102.15
Shandon Unified School District	\$ 2,253.95	50%	\$ 1,126.97
Shasta Area Safety Communications Agency	\$ -		\$ -

\*Separately agreed upon in writing between Intervenor/Real Party and Relator as part of retainer agreement

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Shasta Community Services District	\$ 576.32	50%	\$ 288.16
Shasta Elementary School District	\$ 1,413.17	50%	\$ 706.59
Shasta Local Agency Formation Commission	\$ 1,002.41	50%	\$ 501.20
Shasta Trinity Regional Occupation Program	\$ 10,737.95	50%	\$ 5,368.97
Shasta Union High School District	\$ 11,169.96	50%	\$ 5,584.98
Shiloh Elementary School District	\$ 1,675.09	50%	\$ 837.55
Shoreline Unified School District	\$ 12,163.72	50%	\$ 6,081.86
Sierra Plumas Joint Unified School District	\$ 1,049.90	50%	\$ 524.95
Sierra Unified School District	\$ 11,841.62	50%	\$ 5,920.81
Sierra-Sacramento Valley EMS Agency	\$ 3,821.13	50%	\$ 1,910.57
Silver Fork School District	\$ 31.79	50%	\$ 15.90
Simi Valley Unified School District	\$ -		\$ -
Siskiyou County Regional Occupational Program	\$ 265.73	50%	\$ 132.86
Siskiyou Union High School District	\$ 17,244.24	50%	\$ 8,622.12
Solana Beach School District	\$ 571.56	50%	\$ 285.78
Solano Community College	\$ 34,865.65	50%	\$ 17,432.83
Solano Irrigation District	\$ -		\$ -
Solano Transportation Authority	\$ 11,292.53	50%	\$ 5,646.27
Soledad Unified School District	\$ 548.77	50%	\$ 274.39
Sonoma County Law Library	\$ -		\$ -
Sonoma County Water Agency	\$ 45,420.78	50%	\$ 22,710.39
Sonoma Marin Area Rail Transit	\$ -		\$ -
Sonoma State University	\$ 5,490.01	50%	\$ 2,745.01
Sonoma Valley Hospital	\$ 2,312.71	50%	\$ 1,156.35
Sonoma Valley Unified School District	\$ 24,330.63	50%	\$ 12,165.31
Sonora Union High School District	\$ 1,906.91	50%	\$ 953.45
Soulsbyville School District	\$ 268.60	50%	\$ 134.30
South Bay Environmental Services Center	\$ -		\$ -
South Bay Regional Public Safety Training	\$ 6,932.81	50%	\$ 3,466.40
South Bayside System Authority	\$ 17,413.37	50%	\$ 8,706.68
South Coast Air Quality Management District	\$ 78,521.09	50%	\$ 39,260.54
South Fork Union School District	\$ 206.67	50%	\$ 103.34
South Humboldt Unified School District	\$ 962.23	50%	\$ 481.11
South Pasadena Unified School District	\$ 8,972.84	50%	\$ 4,486.42
South San Francisco Unified School District	\$ 26,911.71	50%	\$ 13,455.86
South Tahoe Public Utility District	\$ 4,011.62	50%	\$ 2,005.81
South Whittier School District	\$ 2,464.28	50%	\$ 1,232.14
Southeast Regional Occupational Program	\$ 6,283.56	50%	\$ 3,141.78
Southern California Association of Governments	\$ 20,291.89	50%	\$ 10,145.95
Southern California Public Power Authority	\$ 237.34	50%	\$ 118.67
Southern California Regional Occupational Center	\$ 6,913.20	50%	\$ 3,456.60
Southern Kern Unified School District	\$ 968.10	50%	\$ 484.05
Southern Trinity Joint Unified School District	\$ 125.11	50%	\$ 62.55
Southwest Transportation Agency	\$ -		\$ -
Southwestern Community College	\$ 129,087.68	50%	\$ 64,543.84

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
St Helena Unified School District	\$ 15,906.22	50%	\$ 7,953.11
Standard School District	\$ -		\$ -
Stanislaus Unified School District	\$ 10,636.57	50%	\$ 5,318.28
State Center Community College District	\$ 14,625.48	50%	\$ 7,312.74
Stone Corral Elementary School District	\$ 3,437.65	50%	\$ 1,718.82
Strathmore Union Elementary School District	\$ -		\$ -
Sulphur Springs School District	\$ -		\$ -
Summerville Elementary School District	\$ -		\$ -
Summerville Union High School District	\$ -		\$ -
Sundale Union School District	\$ -		\$ -
Sunline Transit Agency	\$ 27,549.57	50%	\$ 13,774.79
Sunnyside Union Elementary School District	\$ 2,412.60	50%	\$ 1,206.30
Sunnyvale School District	\$ 1,916.44	50%	\$ 958.22
Superior Court of Marin County	\$ 237.80	50%	\$ 118.90
Surprise Valley Joint Unified School District	\$ 7,673.64	50%	\$ 3,836.82
Susanville Elementary School District	\$ 10,990.65	50%	\$ 5,495.32
Sutter Union High School District	\$ 6,709.22	50%	\$ 3,354.61
Sweetwater Union High School District	\$ 379,200.68	50%	\$ 189,600.34
Sylvan Union School District	\$ 10,768.07	50%	\$ 5,384.04
Taft City School District	\$ 32,295.20	50%	\$ 16,147.60
Taft Union High School District	\$ 3,500.60	50%	\$ 1,750.30
Tahoe Truckee Sanitation Agency	\$ 4,497.39	50%	\$ 2,248.70
Tahoe Truckee Unified School District	\$ 25,904.48	50%	\$ 12,952.24
Tamalpais Unified High School District	\$ 10,364.36	50%	\$ 5,182.18
Techapi Police Department	\$ -		\$ -
Tehachapi Unified School District	\$ -		\$ -
Temecula Valley Unified School District	\$ 32,772.79	50%	\$ 16,386.39
Temple City Unified School District	\$ 2,172.03	50%	\$ 1,086.01
Templeton Unified School District	\$ 21,314.47	50%	\$ 10,657.23
Terra Bella Union School District	\$ -		\$ -
Thermalito Union School District	\$ 5,036.05	50%	\$ 2,518.03
Three Valleys Municipal Water District	\$ -		\$ -
Torrance Unified School District	\$ -		\$ -
Town of Apple Valley	\$ 2,236.56	50%	\$ 1,118.28
Town of Atherton	\$ 11,729.38	50%	\$ 5,864.69
Town of Discovery Bay	\$ 2,121.26	50%	\$ 1,060.63
Town of Los Altos Hills	\$ 4,791.56	50%	\$ 2,395.78
Town of Los Gatos	\$ 28,998.74	50%	\$ 14,499.37
Town of Paradise	\$ 20,397.12	50%	\$ 10,198.56
Town of Portola Valley	\$ 594.02	50%	\$ 297.01
Town of San Anselmo	\$ 14,702.65	50%	\$ 7,351.32
Town of Windsor	\$ 27,815.13	50%	\$ 13,907.56
Town of Woodside	\$ 16,456.89	50%	\$ 8,228.45
Town of Yountville	\$ 12,578.79	50%	\$ 6,289.39
Tracy Unified School District	\$ 125,761.59	50%	\$ 62,880.79

04/13/2014

## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Transportation Agency for Monterey County	\$ 347.14	50%	\$ 173.57
Travis Unified School District	\$ 70.54	50%	\$ 35.27
Tri-Dam Project	\$ -		\$ -
Trinity Alps Unified School District	\$ 6,267.27	50%	\$ 3,133.63
Trinity Public Utilities District	\$ 2,181.09	50%	\$ 1,090.54
Tri-Valley Regional Occupation Program	\$ -		\$ -
Truckee Donner Parks and Recreation	\$ 89.32	50%	\$ 44.66
Tulare City School District	\$ -		\$ -
Tulare Irrigation District	\$ 4,200.00	50%	\$ 2,100.00
Tulare Joint Union High School District	\$ 195.67	50%	\$ 97.84
Tulare Lake Basin Water Storage District	\$ 2,409.46	50%	\$ 1,204.73
Tulelake Basin Joint Unified School District	\$ 1.82	50%	\$ 0.91
Tulelake Police Department	\$ -		\$ -
Turlock Unified School District	\$ 12,536.57	50%	\$ 6,268.29
Twain Harte Long Barn Union Elementary School District	\$ 848.15	50%	\$ 424.08
Twin Hills Union School District	\$ 4,728.29	50%	\$ 2,364.14
Twin Ridges Elementary School District	\$ 13,608.78	50%	\$ 6,804.39
Twin Rivers Unified School District	\$ 132,575.61	50%	\$ 66,287.80
Two Rock School District	\$ 155.51	50%	\$ 77.75
Ukiah Unified School District	\$ 20,303.73	50%	\$ 10,151.86
Union Elementary School District	\$ 1,039.37	50%	\$ 519.68
Union Sanitary District	\$ 33.30	50%	\$ 16.65
United Water Conservation District	\$ 2,905.50	50%	\$ 1,452.75
University of California Berkeley	\$ 41,732.27	50%	\$ 20,866.13
University of California Davis	\$ 1,297.27	50%	\$ 648.64
University of California Riverside	\$ 3,691.33	50%	\$ 1,845.67
University of California San Diego	\$ 46,960.29	50%	\$ 23,480.15
University of California San Francisco	\$ -		\$ -
University of California Santa Barbara	\$ 3,072.48	50%	\$ 1,536.24
University of California Santa Cruz	\$ 14,733.44	50%	\$ 7,366.72
Upland Unified School District	\$ -		\$ -
Upper Lake Union School District	\$ 720.02	50%	\$ 360.01
Vacaville Unified School District	\$ -		\$ -
Vallecito Union School District	\$ 1,387.10	50%	\$ 693.55
Vallejo City Unified School District	\$ 192,727.10	50%	\$ 96,363.55
Vallejo Sanitation and Flood Control District	\$ 4,615.03	50%	\$ 2,307.52
Valley Center Fire Protection District	\$ 868.51	50%	\$ 434.26
Valley Center Parks and Recreation District	\$ 636.11	50%	\$ 318.06
Valley of the Moon Water District	\$ 239.28	50%	\$ 119.64
Valley Regional Occupational Program	\$ 11,496.78	50%	\$ 5,748.39
Ventura County Community College District	\$ 129,964.64	50%	\$ 64,982.32
Ventura Local Agency Formation Commission	\$ 496.48	50%	\$ 248.24
Ventura Regional Sanitation District	\$ 5,468.80	50%	\$ 2,734.40
Ventura Unified School District	\$ -		\$ -

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## State of California ex rel. Sherwin v. Office Depot, Inc.

## Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Vineland School District	\$ -		\$ -
Visalia Unified School District	\$ 239,353.69	50%	\$ 119,676.85
Walnut Creek School District	\$ 18,160.89	50%	\$ 9,080.44
Wasco Recreation and Parks District	\$ -		\$ -
Wasco Union Elementary School District	\$ 8,683.66	50%	\$ 4,341.83
Wasco Union High School District	\$ 5,566.02	50%	\$ 2,783.01
Washington Colony Elementary School District	\$ 1,553.64	50%	\$ 776.82
Washington Union Elementary School District	\$ 147.15	50%	\$ 73.57
Washington Union High School District	\$ 11,148.06	50%	\$ 5,574.03
Water Replenishment District of Southern California	\$ -		\$ -
Waterford Elementary School District	\$ 16,466.38	50%	\$ 8,233.19
Waugh School District	\$ -		\$ -
Waukena Joint Union School District	\$ 356.41	50%	\$ 178.21
Weaver Union School District	\$ -		\$ -
Weaverville Community Services District	\$ 1,174.94	50%	\$ 587.47
Weaverville Fire Protection District	\$ -		\$ -
Weed Union Elementary School District	\$ 756.66	50%	\$ 378.33
West Basin Municipal Water District	\$ 13,667.58	50%	\$ 6,833.79
West Bay Sanitary District	\$ -		\$ -
West Contra Costa Unified School District	\$ 196.38	50%	\$ 98.19
West Covina Unified School District	\$ 1,463.57	50%	\$ 731.79
West Fresno School District	\$ 2,468.30	50%	\$ 1,234.15
West Hills Community College District	\$ 99,427.13	50%	\$ 49,713.57
West Kern Community College District	\$ 86,966.04	50%	\$ 43,483.02
West Kern Water District	\$ 7,040.02	50%	\$ 3,520.01
West Park Elementary School	\$ 13,161.93	50%	\$ 6,580.97
West Side Union School District	\$ 588.91	50%	\$ 294.46
West Sonoma County School District	\$ 21,643.67	50%	\$ 10,821.83
Western Municipal Water District	\$ 36,542.09	50%	\$ 18,271.05
Western Placer Unified School District	\$ 16,530.85	50%	\$ 8,265.43
Westlands Water District	\$ 8,245.30	50%	\$ 4,122.65
Westwood Unified School District	\$ -		\$ -
Wheatland Elementary School District	\$ -		\$ -
Wheatland Union High School District	\$ 1,626.05	50%	\$ 813.03
Whitmore Union Elementary School District	\$ 860.32	50%	\$ 430.16
William S. Hart Union High School District	\$ 202,452.34	50%	\$ 101,226.17
Willits Unified School District	\$ 895.84	50%	\$ 447.92
Willows Unified School District	\$ -		\$ -
Wilmar Union Elementary School District	\$ 1,651.30	50%	\$ 825.65
Windsor Unified School District	\$ 11,843.79	50%	\$ 5,921.89
Winton School District	\$ 1,996.01	50%	\$ 998.00
Woodlake Elementary School District	\$ 16,496.30	50%	\$ 8,248.15
Woodlake Union High School	\$ 8,678.02	50%	\$ 4,339.01
Woodland Joint Unified School District	\$ 11,226.52	50%	\$ 5,613.26

State of California ex rel. Sherwin v. Office Depot, Inc.

Allocation Plan

Real Party in Interest	Settlement Allocation	Relator's Share	Recovery Net of Relator's Share
Woodville Union School District	\$ -		\$ -
Wright School District	\$ -		\$ -
Yosemite Unified School District	\$ 11,618.21	50%	\$ 5,809.10
Yreka Union Elementary School District	\$ 8,777.71	50%	\$ 4,388.85
Yreka Union High School District	\$ 7,936.17	50%	\$ 3,968.09
Yuba City Unified School District	\$ 97,264.04	50%	\$ 48,632.02
Yuba Community College District	\$ 118,500.61	50%	\$ 59,250.31
Yuba County Water Agency	\$ 9,119.93	50%	\$ 4,559.97
Zone 7 Water Agency	\$ 1,572.98	50%	\$ 786.49

01/13/2014

# EXHIBIT B

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8 (ADDITIONAL APPEARANCES ON NEXT PAGE)

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 11 FOR THE COUNTY OF LOS ANGELES

12 STATE OF CALIFORNIA *et al., ex rel.*  
 13 DAVID SHERWIN,

14 Plaintiffs,

15 v.

16 OFFICE DEPOT, INC.,

17 Defendant.

Case No. BC410135

**JOINT STIPULATION OF  
 DISMISSAL WITH PREJUDICE**

*(Notice of Motion and Motion for  
 Approval of Settlement filed concurrently  
 herewith)*

Judge: Hon. Kevin C. Brazile  
 Dept.: 20  
 Date: November 18, 2014  
 Time: 1:30 p.m.

Case Filed: March 20, 2009  
 Trial Date: July 27, 2015 at 9:30 a.m.

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04/13/2014

1 IT IS HEREBY STIPULATED AND AGREED by the parties, through their counsel, in  
 2 consideration of a negotiated settlement executed by them, that the above-titled action be and  
 3 hereby is dismissed with prejudice and without costs pursuant to Cal. Civ. Proc. Code § 581(b)(2).  
 4 Except as otherwise agreed to pursuant to the negotiated settlement, each party will bear its own  
 5 attorneys' fees and costs.

6 If the event that the settlement of this action is reversed on appeal or declared null and void  
 7 by a court of law, this stipulation shall no longer apply.

8 IT IS SO STIPULATED.

9 Dated: October 22, 2014

By: \_\_\_\_\_

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 District, Rowland Unified School District, and Stockton  
 Unified School District; and for Qui Tam Plaintiff David  
 Sherwin

01/13/2015

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Dated: October 22, 2014

By: \_\_\_\_\_

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Attorneys for Office Depot, Inc.

01/13/2015

# EXHIBIT C

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

State of California *et al.*, *ex rel.* David  
Sherwin,

Plaintiff(s),

v.

Office Depot, Inc.,

Defendant.

Case No. BC410135

**[PROPOSED] ORDER GRANTING  
MOTION FOR APPROVAL OF  
DISMISSAL PURSUANT TO  
SETTLEMENT AGREEMENT;  
ALLOCATION OF SETTLEMENT FUND;  
AWARD OF RELATOR'S SHARE; AND  
ORDER TO COMPLY WITH  
SETTLEMENT AND ALLOCATION  
PLAN**

*(Notice of Motion and Motion for Approval of  
Settlement filed concurrently herewith)*

Judge: Hon. Kevin C. Brazile  
Dept.: 20  
Date: November 18, 2014  
Time: 1:30 p.m.

Case Filed: March 20, 2009  
Trial Date: July 27, 2015 at 9:30 a.m.

**TO THE CLERK, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

On November 18, 2014, at 1:30 p.m. in Department 20 of the above-entitled Court, the State of California *et al.*, *ex rel.* David Sherwin's Motion for Approval Of Dismissal Pursuant To Settlement Agreement; Allocation Of Settlement Fund; Award Of Relator's Share; And Order To Comply With Settlement And Allocation Plan ("Motion") came on for regularly scheduled

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1 hearing before the Honorable Kevin C. Brazile, Judge Presiding. Appearances are reflected on the  
2 record.

3 Due and adequate notice having been given of the motion and the settlement, and the Court  
4 having considered the moving papers and the proposed Settlement Agreement, including all  
5 attachments thereto, and any opposition or objections to the Motion, and the arguments of counsel  
6 at hearing, and all other matters properly presented to the Court in relation thereto, and good cause  
7 appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 8 1. The parties' Motion for Approval Of Dismissal Pursuant To Settlement Agreement;  
9 Allocation Of Settlement Fund; Award Of Relator's Share; And Order To Comply  
10 With Settlement And Allocation Plan is GRANTED.
- 11 2. This Order incorporates by reference the Settlement Agreement attached as Exhibit  
12 A to the Motion, and all terms used herein shall have the same meanings set for the  
13 in the Settlement Agreement.
- 14 3. The Settlement Agreement is entered between Defendant Office Depot Inc., the  
15 Intervening Government Entities listed in the Agreement, and the Relator who,  
16 pursuant to the California False Claims Act ("CFCA"), California Government  
17 Code § 12652, alleged claims on behalf of all Government Entities listed in Exhibit  
18 A to the Settlement Agreement. Pursuant to the CFCA, the Relator conducted the  
19 action on behalf of the non-intervening Government Entities.
- 20 4. The Court finds that the parties, having engaged in years of litigation and two  
21 mediations conducted by independent mediators, have reached the Settlement  
22 Agreement as a result of arm's length negotiations and in good faith.
- 23 5. The Court, having reviewed the Settlement Agreement and considered the public  
24 purposes of the CFCA, holds that the terms of the Settlement Agreement, including  
25 but not limited to the dismissal of the Actions with prejudice, the releases, and the  
26 allocation set forth in Exhibit A to the Settlement Agreement, are in all respects  
27 fair, adequate, and reasonable and in the best interests of the parties involved, and  
28 serve the public purposes behind the CFCA.

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- 1           6. The Court further holds that all parties and all real parties in interest, including all
- 2           of the Government Entities listed in Exhibit A to the Settlement Agreement, are
- 3           bound by and shall comply with the terms of the Settlement Agreement and
- 4           Allocation Plan, including specifically the releases contained therein, to the fullest
- 5           extent permitted by law.
- 6           7. The proceeds of the Settlement shall be distributed pursuant to the Allocation Plan,
- 7           as described in the Motion's accompanying Memorandum of Points and
- 8           Authorities.
- 9           8. Relator David Sherwin's shares in the Settlement shall be distributed, pursuant to
- 10          Government Code Section 12652(g)(2) &(3), in the percentages and amounts
- 11          specifically agreed upon between Relator and certain plaintiffs and real parties in
- 12          interest.
- 13          9. Relator David Sherwin's shares of fifty percent (50%) with respect to the
- 14          remaining real parties in interest who did not intervene in this Action shall be
- 15          distributed, pursuant to Government Code Section 12652(g)(3).
- 16          10. The Motion was accompanied by a Stipulation of Dismissal with Prejudice, which
- 17          was contingent upon this Court's approving the Settlement Agreement. Having
- 18          approved the Settlement Agreement, it is further ORDERED that, pursuant to
- 19          Government Code, Section 12652(c)(1), all claims in the Actions, including
- 20          specifically all claims of the Relator, all claims asserted on behalf of the
- 21          Government Entities by the Relator, and all claims of the Intervenors are
- 22          hereby DISMISSED in their entirety WITH PREJUDICE and FINAL JUDGMENT
- 23          is hereby entered in the Actions.
- 24          11. Without impacting the finality of approval of the Settlement Agreement in any
- 25          way, pursuant to California Code of Civil Procedure 664.6, the Court retains
- 26          jurisdiction over this Action and the Parties, including all Government Entities
- 27          listed in Exhibit A to the Settlement Agreement, to resolve any disputes arising
- 28          from or related to the Settlement Agreement or this Order.

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**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Kevin C. Brazile

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# EXHIBIT D

01/13/2015

**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT**, dated as of \_\_\_\_\_, 20\_\_ ("Escrow Agreement"), is by and among \_\_\_\_\_, a \_\_\_\_\_ corporation ("Depositor"); \_\_\_\_\_, a \_\_\_\_\_ corporation ("Recipient"); and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow agent hereunder ("Escrow Agent").

**BACKGROUND**

A. Depositor and Recipient have entered into a \_\_\_\_\_ Agreement (as amended, the "Underlying Agreement"), dated as of \_\_\_\_\_, 20\_\_, pursuant to which [**describe nature of transaction**]. The Underlying Agreement provides that Depositor shall deposit the Escrow Funds (defined below) in a segregated escrow account to be held by Escrow Agent for the purpose of [**describe reason for escrow of funds**].

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

C. Depositor and Recipient have appointed the Representatives (as defined below) to represent them for all purposes in connection with the funds to be deposited with Escrow Agent and this Escrow Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Escrow Period" shall mean the period commencing on the date hereof and ending at the close of Escrow Agent's business day on [**insert ending date**] unless earlier terminated pursuant to this Escrow Agreement.

"Indemnified Party" shall have the meaning set forth in Section 11.

"Joint Written Direction" shall mean a written direction executed by the Representatives and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Escrow Agreement.

"Depositor Representative" shall mean the person(s) so designated on Schedule C hereto or any other person designated in a writing signed by Depositor and delivered to Escrow Agent and the

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Recipient Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

"Representatives" shall mean the Depositor Representative and the Recipient Representative.

"Recipient Representative" shall mean the person(s) so designated on Schedule C hereto or any other person designated, in a writing signed by Recipient and delivered to Escrow Agent and the Depositor Representative in accordance with the notice provisions of this Escrow Agreement, to act as its representative under this Escrow Agreement.

2. Appointment of and Acceptance by Escrow Agent. Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3 below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Escrow Agreement.

3. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Escrow Agreement, Depositor, on behalf of the Recipient, will transfer the Escrow Funds in the amount \$ \_\_\_\_\_, by wire transfer of immediately available funds, to an account designated by Escrow Agent.

4. Disbursements of Escrow Funds. Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction. Such Joint Written Direction shall contain complete payment instructions, including wiring instructions or an address to which a check shall be sent. Upon the expiration of the Escrow Period and receipt by Escrow Agent from Recipient of complete payment instructions in writing, Escrow Agent shall distribute to Recipient, as promptly as practicable, any remaining Escrow Funds. Prior to any disbursement, Escrow Agent shall have received reasonable identifying information regarding the Recipient such that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or original IRS Form W-8, as applicable. All disbursements of funds from the Escrow Funds shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12 below.

5. Suspension of Performance; Disbursement into Court. If, at any time, (i) there shall exist any dispute between Depositor, Recipient or the Representatives with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, (ii) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or (iii) Depositor and Recipient have not, within 10 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 8 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

- a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Escrow Agreement until such dispute

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or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed.

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor, Recipient or the Representatives, their respective owners, shareholders or members or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

6. [reserved]

7. Investment of Funds. Based upon Depositor's and Recipient's prior review of investment alternatives, in the absence of further specific written direction to the contrary, the Escrow Agent is directed to initially invest and reinvest the Escrow Funds in the investment indicated on Schedule B hereto. Recipient may provide written instructions changing the investment of the Escrow Funds to the Escrow Agent; provided, however, that no investment or reinvestment may be made except in the following: (a) direct obligations of the United States of America or obligations the principal of and the interest on which are unconditionally guaranteed by the United State of America; (b) U.S. dollar denominated deposit accounts and certificates of deposits issued by any bank, bank and trust company, or national banking association (including Escrow Agent and its affiliates), which such deposits are either (i) insured by the Federal Deposit Insurance Corporation or a similar governmental agency, or (ii) with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (c) repurchase agreements with any bank, trust company, or national banking association (including Escrow Agent and its affiliates); or (d) institutional money market funds, including funds managed by Escrow Agent or any of its affiliates; provided that the Escrow Agent will not be directed to invest in investments that the Escrow Agent in its sole discretion determines are not consistent with the Escrow Agent's policy or practices. Depositor and Recipient acknowledge that the Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice. ***(Note: include this language if investing in any sweep vehicles: [Depositor and Recipient acknowledge that they have received from the Escrow Agent, either directly or via access to the relevant website, a current copy of the prospectus for the investment they have authorized in Schedule B, prior to providing such authorization.]***)

If Escrow Agent has not received a written instruction from Recipient at any time that an

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investment decision must be made, Escrow Agent is directed to invest the Escrow Funds, or such portion thereof as to which no written investment instruction has been received, in the investment indicated on Schedule B hereto. All investments shall be made in the name of Escrow Agent. Notwithstanding anything to the contrary contained herein, Escrow Agent may, without notice to Depositor and Recipient, sell or liquidate any of the foregoing investments at any time for any disbursement of Escrow Funds permitted or required hereunder. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds. Escrow Agent shall not be liable or responsible for loss in the value of any investment made pursuant to this Escrow Agreement, or for any loss, cost or penalty resulting from any sale or liquidation of the Escrow Funds. With respect to any Escrow Funds received by Escrow Agent after twelve o'clock, p.m., Central Standard Time, Escrow Agent shall not be required to invest such funds or to effect any investment instruction until the next day upon which banks in St. Paul, Minnesota and the New York Stock Exchange are open for business.

8. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days prior written notice to the Depositor and Recipient specifying a date when such resignation shall take effect. Upon any such notice of resignation, Depositor and Recipient jointly shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. If the Depositor and Recipient fail to appoint a successor Escrow Agent within such time, the Escrow Agent shall have the right to petition a court of competent jurisdiction to appoint a successor Escrow Agent, and all costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid jointly and severally by Depositor and Recipient. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement.

9. Binding Effect; Successors. This Escrow Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Escrow Agreement) to another corporation, the successor or transferee corporation without any further act shall be the successor Escrow Agent.

10. Liability of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent has no fiduciary or discretionary duties of any kind. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Escrow Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful

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misconduct was the sole cause of any loss to the Depositor or Recipient. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Escrow Agreement or the Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Depositor and Recipient, jointly and severally, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. Depositor and Recipient agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder.

The Escrow Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

11. Indemnification of Escrow Agent. From and at all times after the date of this Escrow Agreement, Depositor and Recipient, jointly and severally, shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees,

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costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation Depositor, Recipient and the Representatives, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Escrow Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. Depositor and Recipient further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of Depositor's and Recipient's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Depositor and Recipient jointly and severally. The obligations of Depositor and Recipient under this Section 11 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

The parties agree that neither the payment by Depositor or Recipient of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Depositor and Recipient, the respective rights and obligations of Depositor and Recipient under the Underlying Agreement.

12. Compensation of Escrow Agent

(a) Fees and Expenses. Depositor and Recipient agree, jointly and severally, to compensate Escrow Agent on demand for its services hereunder in accordance with Schedule A attached hereto. **(Note: optional language could be inserted here covering other payment arrangements, for example:** "Without limiting the joint and several nature of their obligations to Escrow Agent, the Depositor and Recipient agree that, as between themselves only [each will be responsible for one-half of Escrow Agent's compensation] [Depositor will be wholly responsible for Escrow Agent's compensation]" etc.) The obligations of Depositor and Recipient under this Section 12 shall survive any termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including any amount to which Escrow Agent or any Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Depositor and Recipient of any disbursement from the Escrow Funds to itself or any Indemnified Party in respect of any

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compensation or reimbursement hereunder and shall furnish Depositor and Recipient copies of related invoices and other statements.

(c) Security and Offset. Recipient, Depositor and the Representatives hereby grant to Escrow Agent and the Indemnified Parties a security interest in, lien upon and right of offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, Depositor and Recipient shall promptly pay such amounts to Escrow Agent or any Indemnified Party upon receipt of an itemized invoice.

13. Representations and Warranties. Depositor and Recipient each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Escrow Agreement and to perform its obligations hereunder; and this Escrow Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms; and

(b) each of the applicable persons designated on Schedule C attached hereto have been duly appointed to act as authorized representatives hereunder and individually have full power and authority to execute and deliver any Joint Written Direction, to amend, modify or waive any provision of this Escrow Agreement and to take any and all other actions as authorized representatives under this Escrow Agreement, all without further consent or direction from, or notice to, it or any other party, provided that any change in designation of such authorized representatives shall be provided by written notice delivered to each party to this Escrow Agreement.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and each agrees to provide any additional information requested by the Escrow Agent in connection with the Act or any other legislation or regulation to which Escrow Agent is subject, in a timely manner.

15. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree to the personal jurisdiction by and venue in the state and federal courts in the State of [ ] and waive any objection to such jurisdiction or venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts.

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16. Notices. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified or registered mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt or (v) via email by way of a PDF attachment thereto of a manually executed document. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 16, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 16.) Such notices shall be sent to the applicable party or parties at the address specified below:

If to Depositor or Depositor Representative at:

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\_\_\_\_\_  
\_\_\_\_\_

Telephone:  
Facsimile:  
E-mail:

If to Recipient or Recipient Representative at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:  
Facsimile:  
E-mail:

If to the Escrow Agent at:

U.S. Bank National Association, as Escrow Agent  
ATTN: Global Corporate Trust Services  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

and to:

U.S. Bank National Association  
ATTN: \_\_\_\_\_  
Trust Finance Management  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

or to such other address as each party may designate for itself by like notice and unless otherwise

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provided herein shall be deemed to have been given on the date received.

17. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Escrow Agreement), whether in writing, by facsimile or otherwise, the Escrow Agent is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule C hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If the Escrow Agent is unable to contact any of the designated representatives identified in Schedule C, the Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's or Recipient's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as the Escrow Agent may select. Such Executive Officer shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Depositor and Recipient agree that the Escrow Agent may at its option record any telephone calls made pursuant to this Section. The Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor or Recipient to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. Depositor and Recipient acknowledge that these optional security procedures are commercially reasonable.

18. Amendment, Waiver and Assignment. None of the terms or conditions of this Escrow Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Escrow Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Escrow Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Escrow Agreement on one occasion shall not constitute a waiver of the other terms of this Escrow Agreement, or of such terms and conditions on any other occasion. Except as provided in Section 9 hereof, this Escrow Agreement may not be assigned by any party without the written consent of the other parties.

19. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

20. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of \_\_\_\_\_ without giving effect to the conflict of laws principles thereof.

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21. Entire Agreement, No Third Party Beneficiaries. This Escrow Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds. Nothing in this Escrow Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Escrow Agreement.

22. Execution in Counterparts, Facsimiles. This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The delivery of copies of this Escrow Agreement and any Joint Written Instruction and their respective signature pages by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

23. Termination. This Escrow Agreement shall terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement or the Escrow Funds.

24. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of the Depositor or Recipient and become pecuniarily interested in any transaction in which the Depositor or Recipient may be interested, and contract and lend money to the Depositor or Recipient and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the Depositor or Recipient or for any other entity.

25. Brokerage Confirmation Waiver. Depositor and Recipient acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant either the right to receive brokerage confirmations for certain security transactions as they occur, Depositor and Recipient specifically waive receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Depositor and Recipient periodic cash transaction statements that include detail for all investment transactions made by the Escrow Agent.

26. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Agreement and Depositor and Recipient shall consult with independent counsel concerning any and all tax matters. Depositor and Recipient shall provide Escrow Agent Form W-9 and an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by Escrow Agent in connection with Escrow Agent's reporting obligations under applicable IRS regulations. If such tax documentation is not so provided, Escrow Agent shall withhold taxes as required by the IRS. Recipient and Depositor have determined that any interest or income on Escrow Funds shall be reported on an accrual basis and deemed to be for the account of [Depositor/Recipient]. Depositor and Recipient shall prepare and file all required tax filings with the IRS and any other applicable taxing authority; provided that the parties further agree that:

(a) Escrow Agent IRS Reporting. Depositor shall accurately provide the Escrow Agent with all information requested by the Escrow Agent in connection with the preparation of all applicable Form 1099 and Form 1042-S documents with respect to all distributions as well as in the performance of Escrow Agent's reporting obligations under the Foreign Account Tax Compliance Act and Foreign Investment in Real Property Tax Act or other applicable law or regulation.

(b) Withholding Requests and Indemnification. Depositor and Recipient jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement, (ii) request the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold the Escrow Agent harmless pursuant to Section 11 hereof from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent.

(c) Imputed Interest. To the extent that IRS imputed interest regulations apply, Depositor and Recipient shall so inform Escrow Agent, provide Escrow Agent with all imputed interest calculations and direct Escrow Agent to disburse imputed interest amounts as Depositor and Recipient deem appropriate. Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information.

*[include if applicable;*

(d) Cost Basis Reporting. Depositor and Recipient shall affirm in writing to Escrow Agent whether the securities being exchanged, redeemed, or sold pursuant to the Underlying Agreement are classified as "Covered Securities" or "Non-Covered Securities" under IRS Cost Basis Reporting regulations not later than thirty (30) days after a distribution hereunder. If such securities are classified as "Covered Securities", then Depositor and Recipient are jointly responsible for providing accurate and complete cost basis information to Escrow Agent for purposes of Form 1099-B preparation. The required information shall include date of acquisition and cost basis of the applicable security, and any other information that Escrow Agent may request to comply with IRS 1099-B reporting regulations. Depositor and Recipient shall provide written direction to Escrow Agent on the allocation of the cost basis to each shareholder's distribution.]

27. WAIVER OF TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR (2) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY SUCH PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR THE CONDUCT OR THE RELATIONSHIP

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OF THE PARTIES TO THIS AGREEMENT, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT EACH HAS REVIEWED OR HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS RESPECTIVE LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A CONSENT BY ALL PARTIES TO A TRIAL BY THE COURT.

28. Publicity. No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed under seal as of the date first above written.

**[Depositor]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Recipient]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION  
as Escrow Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

01/13/2014

**SCHEDULE A**

**Schedule of Fees for Services as Escrow Agent**

01/13/2015

**SCHEDULE B**

**U.S. BANK NATIONAL ASSOCIATION  
Investment Authorization Form**

01/13/2015

**SCHEDULE C**

Each of the following person(s) is a **Depositor Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No
_____	_____	_____
Name	Specimen signature	Telephone No

*(Note: if only one person is identified above, please add the following language:)*  
The following person not listed above is authorized for call-back confirmations:

[_____]	_____
Name	Telephone Number

Each of the following person(s) is a **Recipient Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____	_____	_____
Name	Specimen signature	Telephone No
_____	_____	_____
Name	Specimen signature	Telephone No.
_____	_____	_____
Name	Specimen signature	Telephone No

*(Note: if only one person is identified above, please add the following language:)*  
The following person not listed above is authorized for call-back confirmations

[_____]	_____
Name	Telephone Number

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