

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

nicole@zakaylaw.com

Jaclyn M. Joyce (State Bar #339536)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for Plaintiff LATOSHA DEHART

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

AJEET S. RAM and LATOSHA DEHART,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

PACTIV PACKAGING, INC., a Delaware
corporation, and DOES 1-50, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-9879

*[Assigned for all purposes to the Honorable
Jayne Lee, Dept. 10C]*

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Complaint Filed: October 26, 2022

Trial Date: None Set

BIBIYAN LAW GROUP, P.C.

David Bibiyan (State Bar #287811)

david@tomorrowlaw.com

Vedang J. Patel (State Bar #328647)

vedang@tomorrowlaw.com

1460 Westwood Blvd.

Los Angeles, CA 90024

Telephone: (310) 438-5555

Attorneys for Plaintiff AJEET S. RAM

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Ajeet Ram, an individual (hereinafter “Plaintiff Ram”), and Plaintiff Latosha Dehart, an individual (hereinafter “Plaintiff Dehart”), individually, and on behalf of all others similarly situated, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant Pactiv Packaging, Inc., a Delaware corporation (“Defendant Pactiv Packaging”), Defendant Evergreen Packaging LLC, a Delaware limited liability company (“Defendant Evergreen Packaging”), Defendant Pactiv LLC, a Delaware limited liability company (“Defendant Pactiv LLC”), and Defendant Pactiv Evergreen Group Holdings Inc., a Delaware corporation (“Defendant Pactiv Evergreen Group”) (hereinafter, collectively “Defendants”):

I. DEFINITIONS

- A. “Actions” shall be defined collectively to include the action entitled *Ajeet S. Ram v. Pactiv Packaging Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2022-9879 (“*Ram Class Action*”), including the Complaint, and any subsequent operative or amended complaint filed in the action, the action entitled *Ajeet S. Ram v. Pactiv Packaging Inc.*, Case No. STK-CV-UOE-2023-10000 (“*Ram PAGA Action*”), the action entitled *Latosha Dehart v. Evergreen Packaging LLC, et al.*, Stanislaus Superior Court Case No. CV-24-005982 (“*Dehart Class Action*”), and the action entitled, *Latosha Dehart v. Evergreen Packaging LLC, et al.*, Stanislaus Superior Court Case No. CV-24-008375 (“*Dehart PAGA Action*”).
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Aggrieved Employees” means all persons who are or previously were employed by Defendant Evergreen Packaging LLC, Defendant Pactiv, LLC, Defendant Pactiv Evergreen Group Holdings Inc., or Defendant Pactiv Packaging, Inc. in California and classified as non-exempt employees at any time during the PAGA Period.
- D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%), or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), of the One Hundred

Thousand Dollar and Zero Cent (\$100,000.00) PAGA Payment that will be distributed amongst the Aggrieved Employees as described in this Agreement.

E. “Class” or the “Class Members” means all persons who are or previously were employed by Defendant Evergreen Packaging LLC, Defendant Pactiv LLC, Defendant Pactiv Evergreen Group Holdings Inc., or Defendant Pactiv Packaging, Inc. in California and classified as non-exempt employees at any time during the Class Period.

F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, David Bibiyan, Esq. and Vedang J. Patel of Bibiyan Law Group, P.C.

G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs, the Class Members, and the Aggrieved Employees in the Action, consisting of attorneys’ fees currently not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Eight Hundred Forty-Thousand Dollars and Zero Cents (\$840,000.00) out of \$2,400,000.00 plus attorneys’ expenses of up to Eighty Thousand Dollars and Zero Cents (\$80,000.00). The attorneys’ fees will be divided among Class Counsel in the following percentages (25% to Zakay Law Group, APLC, 25% to JCL Law Firm, APC, and 50% to Bibiyan Law Group, P.C).

H. “Class Data” means information regarding Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known postal address; Social Security Number; start dates and end dates of active employment as a non-exempt employee during the Class Period, total Workweeks worked during the Class Period, total pay periods worked during the PAGA Period; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and pay periods

1 worked by each Class Member and Aggrieved Employee during the Class and PAGA
2 Periods.

3 I. "Class Period" means the period beginning July 2, 2022, to July 14, 2025.

4 J. "Class Representatives" shall mean Plaintiff Ajeet S. Ram and Plaintiff Latosha
5 Dehart.

6 K. "Court" means the Superior Court for the State of California, County of San Joaquin
7 currently presiding over the *Ram* Class Action.

8 L. "Defendants" shall mean Evergreen Packaging LLC; Pactiv LLC; Pactiv Evergreen
9 Group Holdings Inc.; and Pactiv Packaging, Inc.

10 M. "Effective Date" means the later of the following: (a) if no timely objections are filed
11 or if all objections are withdrawn, the date upon which the Court enters an order
12 granting final approval of the Settlement and judgment; (b) if an objection is filed and
13 not withdrawn, the date when the time for filing an appeal has expired and no appeal
14 was filed; or (c) if any timely appeals are filed, the date of the resolution (or
15 withdrawal) of any such appeal in a way that does not materially alter the terms of the
16 Settlement.

17 N. "Funding Date" shall mean the date by which Defendants have paid the entire Gross
18 Settlement Amount to the Settlement Administrator in accord with the terms of this
19 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement
20 Administrator within sixty (60) calendar days after the Effective Date.

21 O. "Gross Settlement Amount" means the total sum of Two Million Four Hundred
22 Thousand Dollars and Zero Cents (\$2,400,000.00) that Defendants must pay into the
23 Qualified Settlement Fund for full resolution of the Actions, all causes of action,
24 claims, and allegations raised in the Actions, and all alleged California Labor Code
25 violations asserted in Plaintiffs' PAGA notices, as well as payment of all claims,
26 including individual payments to all Class Members ("Individual Class Settlement
27 Payments"), payment of Settlement Administration Costs; Class Counsel Award;
28 Service Awards, and the PAGA Payment. The Gross Settlement Amount shall be all-

1 in with no reversion to Defendants. Defendants are responsible for the employer's
2 share of payroll taxes, which shall be paid separately and in addition to the Gross
3 Settlement Amount. Apart from payroll taxes, the Gross Settlement Amount shall be
4 the maximum amount Defendants are required to pay for the Settlement, subject to
5 the Escalator Clause.

6 P. "Individual Class Settlement Payments" means the amount payable from the Net
7 Settlement Amount to each Settlement Class Member and excludes any amounts
8 distributed to Aggrieved Employees pursuant to PAGA.

9 Q. "LWDA" shall mean the Labor and Workforce Development Agency.

10 R. "LWDA Notices" shall be defined collectively to include the LWDA Notice
11 submitted by Plaintiff Ram on December 21, 2022, the LWDA Notice submitted by
12 Plaintiff Dehart on July 26, 2024, and any subsequent LWDA Notice filed thereafter
13 by Plaintiff Ram and/or Plaintiff Dehart.

14 S. "LWDA Payment" shall mean the seventy-five percent (75%), or Seventy-Five
15 Thousand Dollars and Zero Cents (\$75,000.00), of the total \$100,000.00 PAGA
16 Payment payable to the to the LWDA.

17 T. "Net Settlement Amount" or "NSA" means the funds available for payment of
18 Individual Class Settlement Payments ("Net Settlement Amount"), which shall be the
19 amount remaining after the following amounts are deducted from the Gross
20 Settlement Amount: (1) Settlement Administration Costs; (2) Class Counsel Award;
21 (3) Service Awards; and (4) the PAGA Payment.

22 U. "Notice Packet" means the Notice of Settlement to be provided to the Class Members
23 by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement
24 (other than formatting changes to facilitate printing by the Settlement Administrator).

25 V. "Operative Complaint" shall mean the First Amended Complaint filed by Plaintiff
26 Ram in the *Ram* Class Action in San Joaquin County Superior Court that includes all
27 facts, theories, causes of action or claims, and parties from the *Ram* PAGA Action,
28

1 *Dehart* PAGA Action, and *Dehart* Class Action, as well as those from the LWDA
2 Notices.

3 W. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code
4 Section 2698 *et seq.*

5 X. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
6 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
7 Employees during the PAGA Period.

8 Y. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
9 Employee Payment, as defined herein, means the number of pay periods during the
10 PAGA Period that each Aggrieved Employee worked for Defendants in California.

11 Z. “PAGA Payment” shall mean One Hundred Thousand Dollars and Zero Cents
12 (\$100,000.00) to be allocated from the Gross Settlement Amount for settlement of
13 PAGA claims asserted in the Actions.

14 AA. “PAGA Period” means the period beginning July 2, 2022, to July 14, 2025.

15 BB. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean either
16 Plaintiffs or Defendants, individually.

17 CC. “Payment Ratio” means the respective Workweeks for each Class Member divided
18 by the total Workweeks for all Class Members.

19 DD. “Plaintiffs” shall mean Ajeet S. Ram and Latosha Dehart.

20 EE. “QSF” means the Qualified Settlement Fund established, designated, and maintained
21 by the Settlement Administrator to fund and distribute the Gross Settlement Amount.

22 FF. “Released Class Claims” means, upon entry of final judgment and funding of the
23 Gross Settlement Amount, the Defendants and the Released Parties shall be entitled
24 to a release from the Class Members of all class causes of action, claims, or California
25 Labor Code violations alleged, or reasonably could have been alleged based on the
26 facts alleged, in the Actions or the Operative Complaint, which occurred during the
27 Class Period, and expressly excluding all other claims, including claims for vested
28

benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

GG. "Released PAGA Claims" means, upon entry of final judgment and funding of the Gross Settlement Amount, the Defendants and the Released Parties shall be entitled to a release from the Plaintiffs and the State of California for all PAGA claims alleged in the Actions, the Operative Complaint, and Plaintiffs' PAGA Notices to the LWDA submitted on December 21, 2022 and July 26, 2024, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

HH. "Released Parties" shall mean Defendants (Evergreen Packaging LLC; Pactiv LLC; Pactiv Evergreen Group Holdings Inc.; and Pactiv Packaging, Inc.), Pactiv Evergreen Inc., PEI Holdings Company LLC, Pactiv Evergreen Services Inc., Novolex Holdings, LLC, and all their past, present and future officers, directors, members, managers, exempt employees, agents, representatives, attorneys (including Pactiv Evergreen's counsel in the Actions), insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiary companies, related, associated, or affiliated companies, divisions, predecessors, successors, and assigns, and any individual or entity which could be liable to Plaintiffs or for any of the causes of action, claims, and allegations raised in the Actions or the Operative Complaint, and all alleged California Labor Code violations asserted in Plaintiffs' PAGA notices.

II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any Class Member to opt out.

JJ. "Service Awards" means awards in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Class Representative (a total of \$20,000) or in an amount that the Court authorizes to be paid to the Class Representatives, in addition to their

Individual Class Settlement Payment and their individual Aggrieved Employee Payment, in recognition of their efforts and risks in assisting with the prosecution of the Actions.

KK. “Settlement” means the disposition of the Actions pursuant to this Agreement.

LL. “Settlement Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$14,945.00.

MM. “Settlement Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (949) 878-3676. The Settlement Administrator establishes, designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members and Aggrieved Employees. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Class Settlement Payment.*

NN. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

OO. “Workweeks” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.

II. RECITALS

A. On October 26, 2022, Plaintiff Ram filed a Class Action complaint in the San Joaquin Superior Court, Case No. STK-CV-UOE-2022-9879 (“*Ram Class Action*”), alleging the following eight causes of action:

1. Failure to Pay Overtime Wages;

2. Failure to Pay Minimum Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Periods;
5. Waiting Time Penalties;
6. Wage Statement Violations;
7. Failure to Indemnify; and
8. Unfair Competition.

B. On December 21, 2022, Plaintiff Ram filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant Pactiv Packaging, Inc.

C. On September 20, 2023, Plaintiff Ram filed a separate representative action in San Joaquin Superior Court, Case No. STK-CV-UOE-2023-10000, for a single cause of action for violations of PAGA for Civil Penalties Under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 (the “*Ram PAGA Action*”).

D. On July 26, 2024, Plaintiff Dehart filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Evergreen Packaging LLC, Evergreen Packaging International (US) Inc., Evergreen Beverage Packaging, Pactiv Packaging Inc., Pactiv LLC, and Pactiv Evergreen Group Holdings Inc.

E. On July 29, 2024, Plaintiff Dehart filed a Class Action complaint in the Stanislaus Superior Court, Case No. CV-24-005982 (“*Dehart Class Action*”), alleging the following eight causes of action:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1;
3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510, *et seq*;
4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512 and the Applicable IWC Wage Order;

5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512 and the Applicable IWC Wage Order;
6. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;
7. Failure to Provide Wages When Due in Violation Cal. Lab. Code §§ 201, 202 and 203; and
8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802.

F. On October 11, 2024, Plaintiff Dehart filed a First Amended Complaint in the *Dehart* Class Action, adding a ninth cause of action for Failure to Pay Vacation Wages Due in Violation of Cal. Lab. Code § 227.3.

G. On October 18, 2024, Plaintiff Dehart filed a separate representative action in Stanislaus Superior Court, Case No. CV-24-008375, for a single cause of action for violations of the PAGA pursuant to Labor Code §§ 2698, *et. seq.* (the “*Dehart* PAGA Action”).

H. Prior to the filing of Plaintiffs’ Motion for Preliminary Approval, the Parties have agreed to stipulate to the filing of a First Amended Complaint in the *Ram* Class Action, which adds Plaintiff Latosha Dehart as a named plaintiff and which asserts, *inter alia*: (1) all of the facts, theories, and alleged California Labor Code violations, as alleged in the operative complaint in the *Dehart* Class Action and *Dehart* PAGA Action; (2) all of the facts, theories and alleged California Labor Code violations for Civil Penalties pursuant PAGA as alleged in the PAGA Notice submitted on July 26, 2024; (3) all of the facts, theories, and alleged California Labor Code violations, as alleged in the operative complaint in the *Ram* PAGA Action; and (4) all of the facts, theories and alleged California Labor Code violations for Civil Penalties pursuant to PAGA as alleged in the PAGA Notices submitted on December 21, 2022 and July 26, 2024. Upon filing of the First Amended Complaint in the *Ram* Class Action, Class

Counsel for Plaintiff Dehart will move to dismiss the *Dehart* Class Action and *Dehart* PAGA Action.

I. The Class Representatives believe they have claims based on alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Actions, and this action is manageable as a PAGA representative action.

J. Defendants expressly deny any liability or wrongdoing whatsoever associated with the claims alleged in the Actions, dispute any wages, damages and penalties claimed by the Class Representatives, alleged in the Operative Complaint, and/or alleged in the Class Representative's LWDA Notices are owed, and further contend that, for any purpose other than settlement, the Actions are not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

K. The Class Representatives are represented by Class Counsel. Class Counsel asserts that they investigated the facts relevant to the Actions, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Defendants produced for the purpose of settlement negotiations certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendants agree to this

1 Settlement solely to avoid the inconveniences and cost of further litigation. The
2 Parties and their counsel have agreed to settle the claims on the terms set forth in this
3 Agreement.

4 L. On May 13, 2025, Plaintiffs and Defendants participated in an all-day mediation
5 presided over by Steve Rottman, Esq., an experienced mediator of wage and hour
6 class and PAGA actions. The Parties reached an agreement for settlement, which was
7 subsequently memorialized in the form of a Memorandum of Understanding.

8 M. This Agreement replaces and supersedes the Memorandum of Understanding and any
9 other agreements, understandings, or representations between the Parties. This
10 Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended, will be construed as, or shall constitute an
12 admission by Defendants that the claims in the Actions of Plaintiffs, the Class
13 Members, or the Aggrieved Employees have merit, that any allegation made by
14 Plaintiffs or Plaintiffs' counsel is accurate, or that Defendants bear any liability to
15 Plaintiffs, the Class, or the Aggrieved Employees on those claims or any other claims,
16 or as an admission by Plaintiffs that Defendants' defenses in the Actions have merit.

17 N. The Parties believe that the Settlement is fair, reasonable, and adequate. The
18 Settlement was arrived at through arm's-length negotiations, considering all relevant
19 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
20 continuing the Actions through trial and any appeal. Accordingly, the Parties desire
21 to settle, compromise and discharge all disputes and claims arising from or relating
22 to the Actions fully, finally, and forever.

23 O. The Parties agree to certification of the Class for purposes of this Settlement only. If
24 for any reason the settlement does not become effective, Defendants reserve the right
25 to contest certification of any class for any reason and reserve all available defenses
26 to the claims in the Actions. The Settlement, this Agreement, and the Parties'
27 willingness to settle the Actions will have no bearing on and will not be admissible in
28 connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Actions, and in exchange for the releases set forth below, Defendants will pay the sum of the Individual Class Settlement Payments, the Service Awards, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount.
2. Class Size. It is estimated that there are 1,498 Class Members who worked approximately 129,000 workweeks during the Class Period. If the actual number of Workweeks worked during the Class Period exceeds the above number by more than 10% (i.e. more than 141,900 workweeks), then Defendants must either: (i) advance the end date of the Class Period and PAGA period to the last date on which the total number of Workweeks is no greater than 141,900; or (ii) increase the Gross Settlement Amount on a pro-rata basis by the percentage over 110% of the increased workweeks (for example, if the total Workweeks in the Class Period are 115% of 129,000 (i.e. 148,350), the Gross Settlement will increase by 5%). No later than forty-five (45) days after execution of this Joint Stipulation of Class and PAGA Settlement, Defendants will provide the Settlement Administrator with the Class Data in order to ensure the Settlement Administrator has sufficient time to prepare a declaration prior to the filing of the Motion for Preliminary

Approval.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Effective Date and Defendants fully funding the Gross Settlement Amount and employer's share of payroll taxes, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Effective Date and Defendants fully funding the Gross Settlement Amount and employer's share of payroll taxes, in exchange for the consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth in this Agreement, Plaintiffs, on their own behalf and on behalf of any of their grantees, agents, spouses, children, beneficiaries, exempt employees, heirs, devisees, trustees, partners, executors, administrators, representatives, attorneys, fiduciaries, successors, assigns, and any other person or entity claiming through or on behalf of them, waive, release, acquit and forever discharge, to the full extent permitted by law, the Released

1 Parties from any and all claims, whether known or unknown, which exist or may exist
2 on either Plaintiffs' behalf as of the date of this Agreement, including but not limited
3 to any and all tort claims, contract claims, wage claims, wrongful termination claims,
4 disability claims, benefit claims, public policy claims, retaliation claims, statutory
5 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
6 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
7 under any federal, state or other governmental statute, law, regulation or ordinance,
8 including, but not limited to claims for violation of the Fair Labor Standards Act, the
9 California Labor Code, the Wage Orders of California's Industrial Welfare
10 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
11 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
12 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
13 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
14 California's Whistleblower Protection Act, California Business and Professions Code
15 Section 17200 et seq., and any and all claims arising under any federal, state or other
16 governmental statute, law, regulation or ordinance. Plaintiffs also waive and relinquish
17 any and all claims, rights or benefits that they may have under California Civil Code
18 Section 1542, which provides as follows:

19
20 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
21 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
22 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
23 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
24 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
25 ***OR RELEASED PARTY.***
26

27 Thus, notwithstanding the provisions of section 1542, and to implement a full and
28 complete release and discharge of the Released Parties, Plaintiffs expressly

1 acknowledge this Settlement Agreement is intended to include in its effect, without
2 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at
3 the time of signing this Settlement Agreement, and that this Settlement Agreement
4 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs
5 have read this Settlement Agreement, including this waiver of California Civil Code
6 section 1542, and that Plaintiffs have consulted with or had the opportunity to consult
7 with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically
8 about the waiver of section 1542, and that Plaintiffs understand this Settlement
9 Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter
10 into this Settlement Agreement. Plaintiffs further acknowledges that Plaintiffs later
11 may discover facts different from or in addition to those Plaintiffs now know or believe
12 to be true regarding the matters released or described in this Settlement Agreement,
13 and even so Plaintiffs agree that the releases and agreements contained in this
14 Settlement Agreement shall remain effective in all respects notwithstanding any later
15 discovery of any different or additional facts. Plaintiffs expressly assume any and all
16 risk of any mistake in connection with the true facts involved in the matters, disputes,
17 or controversies released or described in this Settlement Agreement or with regard to
18 any facts now unknown to Plaintiffs relating thereto

19 E. Conditions Precedent: This Settlement will become final and effective only upon the
20 occurrence of all of the following events:

- 21 1. The Court enters an order granting preliminary approval of the Settlement;
- 22 2. The Court enters an order granting final approval of the Settlement and a Final
23 Judgment;
- 24 3. The Effective Date has occurred; and
- 25 4. Defendants fully fund the Gross Settlement Amount

26 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
27 approve this Settlement Agreement, it fails to become effective, or is reversed,
28 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants

1 from obtaining a complete resolution of the Release by Settlement Class Members and
2 Release by the Aggrieved Employees, or if Defendants fail to fully fund the Gross
3 Settlement Amount:

- 4 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
5 and shall not be admissible in any judicial, administrative, or arbitral
6 proceeding for any purpose or with respect to any issue, substantive or
7 procedural;
- 8 2. The conditional class certification (obtained for any purpose) shall be void *ab*
9 *initio* and of no force or effect, and shall not be admissible in any judicial,
10 administrative, or arbitral proceeding for any purpose or with respect to any
11 issue, substantive or procedural; and
- 12 3. None of the Parties to this Settlement will be deemed to have waived any
13 claims, objections, defenses, or arguments in the Actions, including with
14 respect to the issue of class certification.

15 G. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants
16 shall bear the sole responsibility for any cost to issue or reissue any curative notice to
17 the Settlement Class Members and all Settlement Administration Costs incurred to the
18 date of nullification.

19 H. Certification of the Class. The Parties agree to stipulate to class certification, for
20 purposes of settlement only, as to the Class defined above and related to the Released
21 Class Claims. This Agreement is made solely for the purpose of compromising
22 disputed claims and avoiding the time, expense, and uncertainty of litigation. It is
23 expressly understood and agreed that nothing contained in the agreement shall
24 constitute or be treated as an admission of any wrongdoing or liability on the part of
25 Defendants or any of the Released Parties. In the event that this Settlement is not
26 approved by the Court, fails to become effective, or is reversed, withdrawn or modified
27 by the Court, or in any way prevents or prohibits Defendants from obtaining a complete
28 resolution of the Released Class Claims and Released PAGA Claims, the conditional

class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by

1 the acknowledging party of the tax treatment or tax structure of any transaction,
2 including any transaction contemplated by this Agreement.

3 K. Preliminary Approval Motion. Class Counsel shall draft and file a Motion for
4 Preliminary Approval within seventy-five (75) days of the execution of this
5 Agreement. Defendants will cooperate with Plaintiffs in providing information to the
6 Court necessary to obtain Court approval of the settlement. Plaintiffs will provide
7 Defendants with a draft of the Motion and any proposed order at least three (3) business
8 days prior to the filing of the Motion to give Defendants an opportunity to review and
9 comment upon the Motion.

10 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
11 establishing and administering the QSF; calculating, processing and mailing payments
12 to the Class Representatives, Class Counsel, LWDA, Class Members, and Aggrieved
13 Employees; printing and mailing the Notice Packets to the Class Members and
14 Aggrieved Employees as directed by the Court; receiving and reporting the objections
15 and requests for exclusion; calculating, deducting and remitting all legally required
16 taxes from Individual Class Settlement Payments and distributing tax forms for the
17 Wage Portion, the Penalties Portion, and the Interest Portion of the Individual Class
18 Settlement Payments and the Aggrieved Employees' individual shares of the
19 Aggrieved Employee Payment; processing and mailing tax payments to the
20 appropriate state and federal taxing authorities; providing declaration(s) as necessary
21 in support of preliminary and/or final approval of this Settlement; and other tasks as
22 the Parties mutually agree or the Court orders the Settlement Administrator to perform.
23 The Settlement Administrator shall keep the Parties timely apprised of the performance
24 of all Settlement Administrator responsibilities by among other things, sending a
25 weekly status report to the Parties' counsel stating the date of the mailing, the number
26 of opt outs from the Settlement it receives (including the numbers of valid and
27 deficient), and number of objections received.

1 M. Notice Procedure.

2 1. Class Data. No later than forty-five (45) calendar days after execution of this
3 Agreement, Defendants shall provide the Settlement Administrator with the
4 Class Data in order to ensure the Settlement Administrator has sufficient time
5 to prepare a declaration prior to the filing of the Motion for Preliminary
6 Approval, and for purposes of preparing and mailing Notice Packets to the
7 Class Members.

8 2. Notice Packets.

9 a) The Notice Packet shall contain the Notice of Class Action Settlement
10 in a form substantially similar to the form attached as **Exhibit A**. The
11 Notice of Class Action Settlement shall inform Class Members and
12 Aggrieved Employees that they need not do anything in order to
13 receive an Individual Settlement Payment and/or Aggrieved
14 Employees' individual shares of the Aggrieved Employee Payment
15 and to keep the Settlement Administrator apprised of their current
16 mailing address, to which the Individual Settlement Payments and/or
17 Aggrieved Employees' individual shares of the Aggrieved Employee
18 Payment will be mailed following the Funding Date. The Notice of
19 Class Action Settlement shall set forth the release to be given by all
20 members of the Class who do not request to be excluded from the
21 Settlement Class and/or Aggrieved Employees in exchange for an
22 Individual Settlement Payment and/or Aggrieved Employees'
23 individual shares of the Aggrieved Employee Payment, the number of
24 Workweeks worked by each Class Member during the Class Period,
25 and number of PAGA Periods worked by each Aggrieved Employee
26 during the PAGA Period, if any, and the estimated amount of their
27 Individual Settlement Payment if they do not request to be excluded
28 from the Settlement and each Aggrieved Employees' share of the

Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than fourteen (14) calendar days after the Court grants preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address

1 and/or Social Security number of the Class Member involved, and shall then
2 perform a re-mailing, if another mailing address is identified by the Settlement
3 Administrator. In addition, if any Class Member who is currently employed
4 by Defendants is returned to the Settlement Administrator, as non-delivered
5 and no forwarding address is provided, the Settlement Administrator shall
6 notify Defendants. Defendants will request that the currently employed Class
7 Member provide a corrected address and transmit to the Settlement
8 Administrator any corrected address provided by the Class Member. Class
9 Members who received a re-mailed Notice Packet shall have their Response
10 Deadline extended fourteen (14) days from the original Response Deadline.

11 5. Disputes Regarding Individual Settlement Payments. Class Members will
12 have the opportunity, should they disagree with Defendants' records regarding
13 the start and end dates of employment, to provide documentation and/or an
14 explanation to show contrary dates. If there is a dispute, the Settlement
15 Administrator will consult with Defendants' Counsel in an attempt to resolve
16 any such challenges. The Settlement Administrator shall determine the
17 eligibility for, and the amounts of, any Individual Settlement Payments under
18 the terms of this Agreement. The Settlement Administrator's determination of
19 the eligibility for and amount of any Individual Settlement Payment shall be
20 final and not appealable or otherwise susceptible to challenge by the Class
21 Member and the Parties.

22 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
23 by the Settlement Administrator concerning the administration of the
24 Settlement will be resolved by the Court under the laws of the State of
25 California. Before any such involvement of the Court, counsel for the Parties
26 will confer in good faith to resolve the disputes without the necessity of
27 involving the Court.
28

1 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to exclude themselves from
3 the Settlement must submit a signed copy of the Request for Exclusion form
4 to the Settlement Administrator by the Response Deadline. The Request for
5 Exclusion will not be valid if it is not timely submitted, if it is not signed by
6 the Class Member, or if it does not contain the name and address and last four
7 digits of the Social Security number of the Class Member. The date of the
8 postmark on the mailing envelope or fax stamp on the Request for Exclusion
9 shall be the exclusive means used to determine whether the request for
10 exclusion was timely submitted. Any Class Member who submits a timely
11 Request for Exclusion shall be excluded from the Settlement Class will not be
12 entitled to an Individual Settlement Payment and will not be otherwise bound
13 by the terms of the Settlement or have any right to object, appeal, or comment
14 thereon. However, any Class Member that submits a timely Request for
15 Exclusion that is also an Aggrieved Employee will still receive his/her pro rata
16 share of the Aggrieved Employee Payment, as specified below, and in
17 consideration, will be bound by the Released PAGA Claims as set forth
18 herein. Class Members who fail to submit a valid and timely Request for
19 Exclusion on or before the Response Deadline shall be bound by all terms of
20 the Settlement and any final judgment entered in this Action if the Court
21 approves the Settlement. No later than seven (7) calendar days after the
22 Response Deadline, the Settlement Administrator shall provide counsel for
23 the Parties with a final list of the Class Members who have timely submitted
24 timely Requests for Exclusion. Defendants retain the right, in the exercise of
25 its sole discretion, to nullify the settlement within twenty-one (21) days after
26 expiration of the exclusion period, if ten percent (10%) or more of Class
27 Members exclude themselves from the Settlement. At no time shall any of the
28

Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Allocation of the Gross Settlement Amount.

1. Calculation of Individual Class Settlement Payments. Individual Class Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the

1 Settlement Administrator shall add up the total number of Workweeks for all
2 Class Members. The respective Workweeks for each Class Member will be
3 divided by the total Workweeks for all Class Members, resulting in the
4 Payment Ratio for each Class Member. Each Class Member's Payment Ratio
5 will then be multiplied by the Net Settlement Amount to calculate each Class
6 Member's estimated Individual Settlement Payments. Each Individual Class
7 Settlement Payment will be reduced by any legally mandated employee tax
8 withholdings (e.g., employee payroll taxes, etc.). Individual Class Settlement
9 Payments for Class Members who submit valid and timely requests for
10 exclusion will be redistributed to Settlement Class Members who do not submit
11 valid and timely requests for exclusion on a pro rata basis based on their
12 respective Payment Ratios.

13 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
14 Class Data, the Settlement Administrator shall add up the total number of
15 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
16 The respective PAGA Pay Periods for each Aggrieved Employees will be
17 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
18 in the PAGA Payment Ratio for each Aggrieved Employee. Each Aggrieved
19 Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved
20 Employee Payment to calculate each Aggrieved Employee's estimated share
21 of the Aggrieved Employee Payment.

22 3. Allocation of Individual Class Settlement Payments. For tax purposes,
23 Individual Class Settlement Payments shall be allocated and treated as 30%
24 wages ("Wage Portion") and 70% penalties, interest, and other non-wage
25 damages ("Penalty Portion"). The Wage Portion of the Individual Class
26 Settlement Payments shall be reported on IRS Form W-2, and Penalty Portion
27 of the Individual Class Settlement Payments shall be reported on IRS Form
28 1099-MISC issued by the Settlement Administrator.

- 1 4. Allocation of Aggrieved Employee Payments. For tax purposes, all Aggrieved
2 Employee individual shares of the Aggrieved Employee Payment shall be
3 allocated and treated as 100% penalties and interest and shall be reported on
4 IRS Form 1099.
- 5 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
6 individual shares of the PAGA Payment made to Settlement Class Members
7 and/or Aggrieved Employees under this Settlement Agreement, as well as any
8 other payments made pursuant to this Settlement Agreement, will not be
9 utilized to calculate any additional benefits under any benefit plans to which
10 any Class Members may be eligible, including, but not limited to profit-
11 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
12 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
13 Parties' intention that this Settlement Agreement will not affect any rights,
14 contributions, or amounts to which any Class Members may be entitled under
15 any benefit plans.
- 16 6. All monies received by Settlement Class Members under the Settlement which
17 are attributable to wages shall constitute income to such Settlement Class
18 Members solely in the year in which such monies are received by the Settlement
19 Class Members. It is the intent of the Parties that Individual Class Settlement
20 Payments and individual shares of the Aggrieved Employee Payment provided
21 for in this Settlement agreement are the sole payments to be made by Defendants
22 to Settlement Class Members and/or Aggrieved Employees in connection with
23 this Settlement Agreement, with the exception of Plaintiffs, and that the
24 Settlement Class Members and/or Aggrieved Employees are not entitled to any
25 new or additional compensation or benefits as a result of having received the
26 Individual Class Settlement Payments and/or their shares of the Aggrieved
27 Employee Payment.
- 28

- 1 7. Mailing. Individual Class Settlement Payments and individual shares of the
2 Aggrieved Employee Payment shall be mailed by regular First-Class U.S.
3 Mail to Settlement Class Members' and/or Aggrieved Employees' last known
4 mailing address no later than fourteen (14) calendar days after the Funding
5 Date.
- 6 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
7 Employees shall remain valid and negotiable for one hundred and eighty (180)
8 days from the date of their issuance. If a Settlement Class Member and/or
9 Aggrieved Employees does not cash his or her settlement check within ninety
10 (90) days, the Settlement Administrator will send a letter to such persons,
11 advising that the check will expire after the 180th day, and invite that
12 Settlement Class Member and/or Aggrieved Employees to request reissuance
13 in the event the check was destroyed, lost, or misplaced. In the event an
14 Individual Settlement Payment and/or Aggrieved Employees' individual
15 share of the PAGA Payment check has not been cashed within one hundred
16 and eighty (180) days, all funds represented by such uncashed checks, plus
17 any interest accrued thereon, shall be transmitted to the State Controller's
18 Unclaimed Property Fund in the name of the Class Member who did not claim
19 the funds.
- 20 9. Service Awards. In addition to the Individual Class Settlement Payment as
21 Settlement Class Members and their individual shares of the Aggrieved
22 Employee Payment, Plaintiffs will apply to the Court for an award of not more
23 than \$10,000.00 each, as their respective Service Awards. Defendants will not
24 oppose Service Awards of not more than \$10,000.00 for each Plaintiff (a total
25 of \$20,000.00). The Settlement Administrator shall pay the Service Awards,
26 either in the amount stated herein if approved by the Court or some other
27 amount as approved by the Court, to Plaintiffs from the Gross Settlement
28 Amount no later than fourteen (14) calendar days after the Funding Date. Any

1 portion of the requested Service Awards that are not awarded to the Class
2 Representatives shall be part of the Net Settlement Amount and shall be
3 distributed to Settlement Class Members as provided in this Agreement. The
4 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs
5 for their Service Awards. Each Plaintiff shall be solely and legally responsible
6 to pay any and all applicable taxes on their Service Awards and shall hold
7 harmless the Released Parties from any claim or liability for taxes, penalties,
8 or interest arising as a result of the Service Awards. Approval of this
9 Settlement shall not be conditioned on Court approval of the requested amount
10 of the Service Awards. If the Court reduces or does not approve the requested
11 Service Awards, Plaintiffs shall not have the right to revoke the Settlement,
12 and it will remain binding.

- 13 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
14 for Attorneys' Fees not to exceed thirty-five percent of the Gross Settlement
15 Amount currently estimated to be Eight Hundred Forty Thousand Dollars and
16 Zero Cents (\$840,000.00) **and** Attorneys' Expenses supported by declaration,
17 and according to proof, not to exceed Eighty Thousand Dollars and Zero Cent
18 (\$80,000.00). Any awarded Class Counsel Award shall be paid from the Gross
19 Settlement Amount. Any portion of the requested Attorneys' Fees and/or
20 Attorneys' Expenses that are not awarded to Class Counsel shall be part of the
21 Net Settlement Amount and shall be distributed to Settlement Class Members
22 as provided in this Agreement. The Settlement Administrator shall allocate
23 and pay the Attorneys' Fees to Class Counsel from the Gross Settlement
24 Amount no later than fourteen (14) calendar days after the Funding Date.
25 Class Counsel shall be solely and legally responsible to pay all applicable
26 taxes on the payment made pursuant to this paragraph. The Settlement
27 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for
28 the payments made pursuant to this paragraph. If the Court reduces or does

not approve the requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. One-Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA (PAGA Payment as defined above). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$75,000.00) to the California Labor and Workforce Development Agency no later than fourteen (14) calendar days after the Funding Date (LWDA Payment as defined above). Twenty-five percent (25%) of the PAGA Payment (\$25,000.00) will be distributed to the Aggrieved Employees as described in Section III(N)(2) of this Agreement (Aggrieved Employee Payment as defined above). For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$14,945.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Awards, Attorneys' Fees, Attorneys' Expenses, the PAGA Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendants with a draft of the Motion and proposed order at least three (3) business

1 days prior to the filing of the Motion to give Defendants an opportunity to propose
2 changes or additions to the Motion.

3 1. Declaration by Settlement Administrator. No later than seven (7) days after
4 the Response Deadline, the Settlement Administrator shall submit a
5 declaration in support of Plaintiffs' motion for final approval of this
6 Settlement detailing the number of Notice Packets mailed and re-mailed to
7 Class Members, the number of undeliverable Notice Packets, the number of
8 timely requests for exclusion, the number of objections received, the amount
9 of the average, lowest, and highest Individual Class Settlement Payments, the
10 amount of the average, lowest, and highest individual shares of the Aggrieved
11 Employee Payment, the Settlement Administration Costs, and any other
12 information as the Parties mutually agree or the Court orders the Settlement
13 Administrator to provide.

14 2. Final Approval Order and Judgment. Class Counsel shall present an Order
15 Granting Final Approval of Class Action Settlement to the Court for its
16 approval, and Judgment thereon, at the time Class Counsel files the Motion
17 for Final Approval.

18 P. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an
19 opportunity for Counsel for Defendants to review the Motions for Preliminary and
20 Final Approval, including the Order Granting Final Approval of Class Action
21 Settlement, and Judgment at least three (3) business days in advance of filing with the
22 Court. The Parties and their counsel will cooperate with each other and use their best
23 efforts to affect the Court's approval of the Motions for Preliminary and Final
24 Approval of the Settlement, and entry of Judgment.

25 Q. Cooperation. The Parties and their counsel will cooperate with each other and use their
26 best efforts to implement the Settlement.

27 R. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
28 except such proceedings necessary to implement and complete the Settlement, pending

1 the Final Approval/Settlement Fairness Hearing to be conducted by the Court. The stay
2 on the Actions shall include, without limitation, a stay on the five-year limitations
3 period to bring the Actions to trial under Code of Civil Procedure section 583.310, as
4 well as any outstanding discovery deadlines.

5 S. Amendment or Modification. This Agreement may be amended or modified only by a
6 written instrument signed by counsel for all Parties or their successors-in-interest and
7 approved by the Court.

8 T. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement or its Exhibit
11 other than the representations, warranties and covenants contained and memorialized
12 in this Agreement and its Exhibit.

13 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate
15 this Agreement and to take all appropriate actions required or permitted to be taken by
16 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
17 documents required to effectuate the terms of this Agreement. The persons signing this
18 Agreement on behalf of Defendants represent and warrant that he/she is authorized to
19 sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant that they
20 are authorized to sign this Agreement and that they have not assigned any claim, or
21 part of a claim, covered by this Settlement to a third-party.

22 V. No Public Comment. The Parties and their counsel agree that they will not issue any
23 press releases, initiate any contact with the press, respond to any press inquiry, or have
24 any communication with the press about the fact, amount, or terms of the Settlement
25 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
26 of its terms for any marketing or promotional purposes. Nothing herein will restrict
27 Class Counsel from including publicly available information regarding this settlement
28 in future judicial submissions regarding Class Counsel's qualifications and experience.

Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

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

X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California without regard to its conflict of laws provisions.

Y. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

Z. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

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

CC. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to,

any and all claims relating to or arising from Plaintiffs' employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in the Actions. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

DD. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

EE. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: _____

AJEET S. RAM

DATED: 3/10/2026 _____

Latosha DeHart
Latosha DeHart (Mar 10, 2026 16:24:11 PDT)
LATOSHA DEHART

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

03/12/2026

1 DATED: 09 March 2026

Dan Rikard
PACTIV PACKAGING, INC.

Dan Rikard

Printed Name

General Counsel and Secretary

Title

7 DATED: 09 March 2026

Dan Rikard
EVERGREEN PACKAGING LLC

Dan Rikard

Printed Name

General Counsel and Secretary

Title

12 DATED: 09 March 2026

Dan Rikard
PACTIV LLC

Dan Rikard

Printed Name

General Counsel and Secretary

Title

18 DATED: 09 March 2026

Dan Rikard
PACTIV EVERGREEN GROUP HOLDINGS INC.

Dan Rikard

Printed Name

General Counsel and Secretary

Title

24 IT IS SO AGREED AS TO FORM, ONLY, BY COUNSEL:

25 DATED: March 6, 2026

JCL LAW FIRM, APC

26 By:

[Signature]
Attorneys for Plaintiff Dehart and the
Settlement Class Members

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DATED: March 12, 2026

ZAKAY LAW GROUP, APLC

By:


Attorneys for Plaintiff Dehart and the
Settlement Class Members

DATED: _____

BIBIYAN LAW GROUP, P.C.

By:

David Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Ram and the Settlement
Class Members

DATED: _____

JACKSON LEWIS P.C.

By:

Leo Norton, Esq.
Attorneys for Defendants

3/12/2026

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DATED:

ZAKAY LAW GROUP, APLC

By:

Attorneys for Plaintiff Dehart and the
Settlement Class Members

DATED:

BIBIYAN LAW GROUP, P.C.

By:

David Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Ram and the Settlement
Class Members

DATED: March 9, 2026

JACKSON LEWIS P.C.

By:

Michael D. Thomas

Leo Norton, Esq.
Attorneys for Defendants

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Ajeet S. Ram, et al. v. Pactiv Packaging Inc., et al., San Joaquin Superior Court Case No. STK-CV-UOE-2022-9879)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release certain claims against Defendants as explained below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. You also will not be able to object to the settlement. Instructions to exclude yourself are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Instructions to object are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Joaquin (the “Court”) has been reached between Plaintiffs Ajeet S. Ram (“Plaintiff Ram”) and Latosha Dehart (“Plaintiff Dehart”) (collectively, “Plaintiffs”) and Defendants Evergreen Packaging LLC; Pactiv LLC; Pactiv Evergreen Group Holdings Inc.; and Pactiv Packaging, Inc. (collectively, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons who are or previously were employed by Defendant Evergreen Packaging LLC, Defendant Pactiv LLC, Defendant Pactiv Evergreen Group Holdings Inc., or Defendant Pactiv Packaging Inc. in California and classified as nonexempt employees at any time during the period beginning July 2, 2022, to July 14, 2025 (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On October 26, 2022, Plaintiff Ram filed a Class Action complaint in the San Joaquin Superior Court, Case No. STK-CV-UOE-2022-9879 (“*Ram Class Action*”), alleging claims for: (1) Failure to Pay Overtime Wages; (2)

Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure to Indemnify; and (8) Unfair Competition.

On December 21, 2022, Plaintiff Ram filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant Pactiv Packaging, Inc. On September 20, 2023, Plaintiff Ram filed a separate representative action in San Joaquin Superior Court, Case No. STK-CV-UOE-2023-10000, for a single cause of action for violations of PAGA for Civil Penalties Under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 (the “*Ram* PAGA Action”).

On July 26, 2024, Plaintiff Dehart filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Evergreen Packaging LLC, Evergreen Packaging International (US) Inc., Evergreen Beverage Packaging, Pactiv Packaging Inc., Pactiv LLC, and Pactiv Evergreen Group Holdings Inc.

On July 29, 2024, Plaintiff Dehart filed a Class Action complaint in the Stanislaus Superior Court, Case No. CV-24-005982 (“*Dehart* Class Action”), alleging the following eight causes of action: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 and 203; and (8) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802.

On October 11, 2024, Plaintiff Dehart filed a First Amended Complaint in the Dehart Class Action, adding a ninth cause of action for Failure to Pay Vacation Wages Due in Violation of Cal. Lab. Code § 227.3.

On October 18, 2024, Plaintiff Dehart filed a separate representative action in Stanislaus Superior Court, Case No. CV-24-008375, for a single cause of action for violations of the PAGA pursuant to Labor Code §§ 2698, *et seq*. (the “*Dehart* PAGA Action”).

Prior to the filing of Plaintiffs’ Motion for Preliminary Approval, the Parties stipulated to the filing of a First Amended Complaint in the *Ram* Class Action, which adds Plaintiff Latosha Dehart as a named plaintiff and which asserts, *inter alia*: (1) all of the facts, theories, and alleged California Labor Code violations, as alleged in the operative complaint in the *Dehart* Class Action and *Dehart* PAGA Action; (2) all of the facts, theories and alleged California Labor Code violations for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698, *et seq*. as alleged in the PAGA Notice submitted on July 26, 2024; (3) all of the facts, theories, and alleged California Labor Code violations, as alleged in the operative complaint in the *Ram* PAGA Action; and (4) all of the facts, theories and alleged California Labor Code violations for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698, *et seq*. as alleged in the PAGA Notices submitted on December 21, 2022 and July 26, 2024.

Upon filing of the First Amended Complaint in the *Ram* Class Action, Class Counsel for Plaintiff Dehart will move to dismiss the *Dehart* Class Action and *Dehart* PAGA Action

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages, and penalties claimed by the Class Representatives as being owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On May 13, 2025, Plaintiffs and Defendants participated in an all-day mediation presided over by Steve Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties reached an agreement for settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC; Zakay Law Group, APLC; King & Seigel LLP; and Bibiyan Law Group, P.C. to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Awards, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- **Settlement Administration Costs.** Payment to the Settlement Administrator, estimated not to exceed \$14,945.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- **Class Counsel Award.** Payment to Class Counsel of an award of attorneys’ fees of no more than 35% of the Gross Settlement Amount (currently \$840,000.00) and actually incurred litigation expenses of not more than \$80,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- **Service Awards.** Service Awards totaling Twenty Thousand Dollars and Zero Cents (\$20,000.00) distributed to each of the Plaintiffs in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- **PAGA Payment.** A payment of \$100,000.00 relating to Plaintiffs’ claim under the Private Attorneys General Act (“PAGA”), \$75,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$25,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- **Calculation of Individual Settlement Payments to Settlement Class Members.** After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the number of Workweeks worked by each Class Member during the Class Period by the total number of Workweeks worked by all Class Members during the Class Period and multiplying the resulting fraction by the Net Settlement Amount. A “Workweek” is defined as any seven

(7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.

- **Calculation of PAGA Payments to the Aggrieved Employees.** The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The amount that each Aggrieved Employee will be eligible to receive under the Settlement will be calculated by dividing by the number of pay periods worked by each Aggrieved Employee during the PAGA Period by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and multiplying the resulting fraction by the 25% portion of the PAGA Payment (i.e. \$25,000.00) allocated for distribution to Aggrieved Employees. “Aggrieved Employee” means all persons who are or previously were employed by Defendant Evergreen Packaging LLC, Defendant Pactiv, LLC, Defendant Pactiv Evergreen Group Holdings Inc., or Defendant Pactiv Packaging, Inc. in California and classified as non-exempt employees at any time between July 2, 2022, to July 14, 2025 (“PAGA Period”).

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Thirty percent (30%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy percent (70%) of each Individual Settlement Payment is allocated to penalties and interest (“Penalties and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099-MISC for the Penalties and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099-MISC for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What do I release or give up under the Settlement?

Released Class Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendants and the Released Parties shall be entitled to a release from the Class Members of all class causes of action, claims, or California Labor Code violations alleged, or reasonably could have been alleged based on the facts alleged, in the Actions or the Operative Complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Released PAGA Claims: Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendants and Released Parties shall be entitled to a release from the Plaintiffs and the State of California for

all PAGA claims alleged in the Actions, the Operative Complaint, and Plaintiffs' PAGA Notices to the LWDA submitted on December 21, 2022 and July 26, 2024 which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

Released Parties mean Defendants (Evergreen Packaging LLC; Pactiv LLC; Pactiv Evergreen Group Holdings Inc.; and Pactiv Packaging, Inc.), Pactiv Evergreen, Inc., PEI Holdings Company LLC, Pactiv Evergreen Services Inc., Novolex Holdings, LLC, and all their past, present and future officers, directors, members, managers, exempt employees, agents, representatives, attorneys (including Pactiv Evergreen's counsel in the Actions), insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiary companies, related, associated, or affiliated companies, divisions, predecessors, successors, and assigns, and any individual or entity which could be liable to Plaintiffs or for any of the causes of action, claims, and allegations raised in the Actions or the Operative Complaint, and all alleged California Labor Code violations asserted in Plaintiffs' PAGA notices.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants' records reflect that you have <<____>> Workweeks worked during the Class Period (July 2, 2022, through July 14, 2025).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants' records reflect that you have <<____>> pay periods worked during the PAGA Period (July 2, 2022, to July 14, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fourteen (14) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. ***If your address is incorrect or has changed, you must notify the Settlement Administrator.*** The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Ajeet S. Ram, et al., v. Pactiv Packaging Inc., et al.*, currently pending in Superior Court of San Joaquin County, Case No. STK-CV-UOE-2022-9879. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to object or challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Ajeet S. Ram, et al. v. Pactiv Packaging Inc., et al.*, San Joaquin Superior Court, Case No. STK-CV-UOE-2022-9879. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

David Bibiyan, Esq.
Vedang J. Patel, Esq.
Bibiyan Law Group, P.C.

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
E-Mail: shani@zakaylaw.com

Counsel for Defendants:

Leo Norton
Jackson Lewis, P.C.
200 Spectrum Center Dr., Suite 500

1460 Westwood Blvd.
Los Angeles, CA 90024
Tel: (310) 438-5555
david@tomorrowlaw.com
vedang@tomorrowlaw.com

Irvine, CA 92618
Tel: 949-885-1360
E-Mail: leo.norton@jacksonlewis.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the San Joaquin County Superior Court, Department 10C, located at 180 E Weber Avenue, Stockton, CA 95202 before Judge Jayne Lee. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to *Ajeet S. Ram, et al. v. Pactiv Packaging Inc., et al.*, San Joaquin Superior Court, Case No. **STK-CV-UOE-2022-9879**, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.