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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN JOAQUIN**

AJEET S. RAM and LATOSHA DEHART, as individuals, and on behalf of all others similarly situated and aggrieved,

Plaintiffs,

v.

PACTIV PACKAGING, INC., a Delaware corporation; EVERGREEN PACKAGING LLC, a Delaware limited liability company; PACTIV LLC, a Delaware limited liability company; PACTIV EVERGREEN GROUP HOLDINGS INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: STK-CV-UOE-2022-0009879

[Assigned for all purposes to the Hon. Jayne Lee in Dept. 10C]

~~[PROPOSED]~~ **JUDGMENT**

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## JUDGMENT

Pursuant to the Order Granting Final Approval of the Class and Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion for Final Approval of Class and Representative Action Settlement ("Order Granting Final Approval") and the parties' Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement," "Agreement" or "Settlement Agreement"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The "Settlement Class" ("Settlement Class Members" or "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., and Defendant Pactiv Packaging, Inc. (Collectively "Defendants") in California and classified as non-exempt employees at any time during the period from July 2, 2022, to July 14, 2025 ("Class Period").

3. "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. (collectively "Defendants") in California and classified as non-exempt employees at any time during the period from July 2, 2022, to July 14, 2025 ("PAGA Period").

4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement.

5. Defendants shall, within thirty (30) calendar days of the Final Approval Date, as defined in the Agreement, make payment of the Gross Settlement Amount and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC-insured banking institution, for distribution in accordance with the Agreement and the Court's orders, and subject to the conditions described within the Agreement.

6. Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator

shall distribute all payments due from the QSA for: (1) the Service Awards to Plaintiffs, as specified in the Agreement and approved by the Court; (2) the awards of attorneys' fees and costs to be paid to Class Counsel, as specified in the Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in the Agreement and approved by the Court; (4) the LWDA Payment, as specified in the Agreement and approved by the Court; (5) Individual PAGA Payments to Aggrieved Employees, as specified in the Agreement and approved by the Court; and (6) Individual Settlement Payments to Participating Class Members, less applicable taxes and withholdings, as specified in the Agreement and approved by the Court. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

7. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employees does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employees' individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds.

8. Effective only upon the entry of this Judgment, entry of an Order granting Final Approval of the Settlement and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members, for the duration of the Class Period, release all claims that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaints, including, but not limited to: (a) all claims for failure to pay overtime wage; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal periods or compensation

in lieu thereof; (d) all claims for failure to provide rest periods or compensation in lieu thereof; (e) all claims for failure to pay all wages due upon separation; (f) all claims for failure to provide accurate wage statements; (g) all claims for failure to timely pay wages during employment; (h) all claims asserted through California Business & Profession Code *et seq.*, arising out of the Labor Code violations referenced in the Operative Complaint; and (i) all claims for failure to indemnify business expenses (the "Class Released Claims").

9. For Aggrieved Employees and, to the extent permitted by law, the State of California, the release includes, for the duration of the PAGA Period, all claims for PAGA civil penalties asserted in the Operative Complaints, or that could have been asserted based on the factual allegations in the Operative Complaints and the PAGA Notices for PAGA civil penalties, including, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, , 2802, and 2810.5 (the "PAGA Released Claims"). The Class Released Claims and the PAGA Released Claims shall be referred to herein as the "Released Claims."

10. The "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.

11. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

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IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 10/20, 2026

Judge of the Superior Court

JAYNE C. LEE