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Filed OCT 20 2026
STEPHANIE BOHRER, CLERK
By DEPUTY

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]~~ **ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD**

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Attorneys for Plaintiff AJEET S. RAM

ORDER

This matter having come before the Court on October 20, 2026, for a final approval hearing pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Settlement," "Agreement" or "Settlement Agreement") submitted in support of the Motion for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT**:

1. The Motion for Final Approval of Class and Representative Action Settlement; Enhancement Awards; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

2. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members.

4. For settlement purposes only, the Court certifies the following class ("Settlement Class," "Settlement Class Members" or "Class Members"): 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").

5. "Plaintiffs" refers to plaintiffs Ajeet S. Ram and Letosha Dehart.

6. "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.

7. 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").

8. 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."

9. Distribution of the Notice of Proposed Class and Representative Action Settlement and Date for Final Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

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

11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that Plaintiff has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

12. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive and costly investigation and research, and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of this Action. The Court has noted the significant benefits to the Class Members under the Settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

13. The Court approves plaintiffs Ajeet S. Ram and Letosha Dehart as class representatives.

14. The Court approves Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O.

Zakay, Esq. of Zakay Law Group, APLC, and David Bibiyan, Esq. of Bibiyan Law Group, P.C., as Class Counsel.

15. The Court approves Apex Class Action LLC ("Apex") as the Settlement Administrator.

16. The Court hereby awards Class Counsel attorneys' fees in total amount of $840,000.00 which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of $77,556.83 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

17. The Court hereby approves enhancement awards of $10,000.00 each to plaintiffs Ajeet S. Ram and Letosha Dehart, for a total of $20,000.00 to Plaintiffs, in consideration of their time, effort and risk incurred on behalf of the Settlement Class, and for providing a general release and a waiver of rights pursuant to California Civil Code section 1542. The enhancement award will be paid to Plaintiffs by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

18. The Court hereby approves the Settlement Administrator's cost in the amount of $14,945.00. The Settlement Administrator, Apex, shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

19. The Court hereby approves the PAGA penalties amount of $100,000.00, seventy-five percent (75%) or $75,000.00 of which will be paid to the Labor and Workforce Development Agency ("LWDA") out of the Gross Settlement Amount, and twenty-five percent (25%) or $25,000.00 of which will be distributed to "Aggrieved Employees," 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. (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").

20. The Net Settlement Amount of $1,347,489.17 was determined by subtracting the requested Class Counsel attorneys' fees ($840,000.00), Class Counsel's costs ($77,556.83),

enhancement award to Plaintiffs ($10,000.00 each for a total of $20,000.00), the requested Settlement Administration costs ($14,945.00), and the PAGA Payment ($100,000.00) from the Gross Settlement Amount ($2,400,000.00).

21. Except as expressly provided herein, the Parties each shall bear all their own fees and costs in connection with this matter.

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

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

24. Defendant shall pay the Gross Settlement Amount into the GSF, 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.

25. 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.

26. 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 QSF 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

27. 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.

28. The Court finds that the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of the released claims against Defendants.

29. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled for July 23, 2027, at 8:30 a.m., in Department 10C of the above entitled Court. At least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all the terms and conditions of the class action settlement have been completed. Should the Court find that said declaration has sufficiently evidenced full and complete administration of the class action settlement, the Hearing Re: Final Administration of the Class Action Settlement will go off-calendar.

30. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 10/20, 2026

Judge of the Superior Court

JAYNE C. LEE

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On October 20, 2026, I caused a true and correct copy of the foregoing document(s) described as [PROPOSED] **ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 20, 2026, at Los Angeles, California.

/s/ Araceli Marquez
Araceli Marquez