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16 Attorneys for Defendant
17 PENINSULA PACKAGING, LLC

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF TULARE**

20 CARL HANEY, as an individual and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 PENINSULA PACKAGING, LLC, a
25 California limited liability company; and
26 DOES 1 through 50, inclusive,

27 Defendants.

Case No.: VCU285695

[Assigned for all purposes to the Hon. Bret
D. Hillman, Dept. 7]

**AMENDMENT TO STIPULATION OF
SETTLEMENT**

Complaint Filed: January 25, 2021
FAC Filed: January 6, 2022
Trial Date: None Set

AMENDMENT TO STIPULATION OF SETTLEMENT

Plaintiff Carl Haney (“Plaintiff”), individually and on behalf of others similarly situated, and Defendant Peninsula Packaging, LLC (“Defendant”) (collectively, the “Parties” and each individually, a “party”) have entered into this Stipulation of Settlement (“Agreement,” “Settlement,” or “Settlement Agreement”). On March 7, 2022, a fully executed Settlement Agreement was filed as Exhibit A to the Declaration of Mai Tulyathan in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement in the Tulare County Superior Court.

Pursuant to the Court’s March 28, 2022 Tentative Ruling on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the Parties enter into this Amendment to Stipulation of Settlement (“Amendment”).

THE PARTIES STIPULATE AND AMEND the Settlement Agreement as follows:

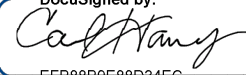
1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement, unless agreed to and amended below. Any terms or conditions of the Settlement Agreement that contradict this Amendment shall be superseded by this Amendment.

2. Settlement Agreement ¶ 9(C) shall be amended as follows:

C. Requests for Exclusion. Except with respect to the settlement of the PAGA claim, any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).

IT IS SO AGREED.

Dated: 4/13/2022 _____

PLAINTIFF CARL HANEY
DocuSigned by:

EFD88B9E68D34EC...

Carl Haney

DEFENDANT PENINSULA PACKAGING,
LLC

Dated: _____

Name of Authorized Signatory

1 AMENDMENT TO STIPULATION OF SETTLEMENT

2 Plaintiff Carl Haney (“Plaintiff”), individually and on behalf of others similarly situated,
3 and Defendant Peninsula Packaging, LLC (“Defendant”) (collectively, the “Parties” and each
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5 “Settlement,” or “Settlement Agreement”). On March 7, 2022, a fully executed Settlement
6 Agreement was filed as Exhibit A to the Declaration of Mai Tulyathan in Support of Plaintiff’s
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9 Preliminary Approval of Class Action Settlement, the Parties enter into this Amendment to
10 Stipulation of Settlement (“Amendment”).

11 THE PARTIES STIPULATE AND AMEND the Settlement Agreement as follows:

12 1. All defined terms contained herein shall have the same meanings as set forth in the
13 Settlement Agreement, unless agreed to and amended below. Any terms or conditions of the
14 Settlement Agreement that contradict this Amendment shall be superseded by this Amendment.

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18 out of the settlement must complete and mail a Request for
19 Exclusion (defined below) to the Settlement Administrator within
20 sixty (60) calendar days of the date of the initial mailing of the
21 Notice Packets (the “Response Deadline”).

22 **IT IS SO AGREED.**

23 PLAINTIFF CARL HANEY

24 Dated: _____

25 _____
26 Carl Haney

27 DEFENDANT PENINSULA PACKAGING,
28 LLC

29 Dated: 4/13/22 _____

30 _____
31 Marcia Tuten
32 Staff VP, Legal Operations, Chief IP Counsel,
33 and Assistant General Counsel

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APPROVED AS TO FORM

Dated: April 13, 2022

DIVERSITY LAW GROUP, P.C.



Larry W. Lee

Mai Tulyathan

Attorneys for Plaintiff, the Class, and
Aggrieved Employees

JACKSON LEWIS P.C.

Dated: April 13, 2022



Michael D. Thomas

Jeffrey A. Brand

Attorneys for Defendant Peninsula Packaging,
LLC