

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Carl Haney (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Peninsula Packaging, LLC (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class is represented by Larry W. Lee and Mai Tulyathan of Diversity Law Group, APC (“Class Counsel”). Defendant is represented by Michael D. Thomas and Jeffrey A. Brand of Jackson Lewis.

On January 25, 2021, Plaintiff filed a class and representative action lawsuit against Defendant, asserting the following causes of action: (1) failure to pay all wages due upon termination (Labor Code §§ 201-203); (2) failure to authorize rest periods (Labor Code § 226.7); (3) failure to provide accurate itemized wage statements (Labor Code § 226(a)); (4) violation of Business & Professions Code § 17200, *Et Seq.*; and (5) violation of California’s Private Attorneys General Act (Labor Code § 2698, *Et Seq.*).

On January 6, 2022, Plaintiff filed his First Amended Complaint (“The Action”) to remove his Second Cause of Action for failure to authorize rest periods, Plaintiff’s Fourth Cause of Action for violations of California’s Business & Professions Code § 17200, *Et Seq.*, and Plaintiff’s Fifth Cause of Action for violations of California’s Private Attorneys General Act, with respect to Plaintiff’s rest period allegations. As a result, Plaintiff’s First cause of action, Third cause of action, and Fifth cause of action with respect to Plaintiff’s paid sick leave allegations still remain. Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All non-exempt employees of Defendant in the state of California who were allegedly underpaid sick pay while working on Shifts B or C,¹ and whose employment ended (either voluntarily or involuntarily) at any time from January 25, 2018 to October 27, 2021 (the “Class Period”).

Defendant represents that the number of Settlement Class Members do not exceed 108 during the Class Period. The Parties agree that certification of the Settlement Class for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no

¹ Employees in Defendant’s Labeling & Application, Warehouse, and Shipping Departments, who worked the B Shift, worked an 8-hour shift starting at 3:00 p.m., and received a shift differential of 35 cents per hour in addition to their base hourly wage. Employees in Defendant’s Labeling & Application, Warehouse, and Shipping Departments, who worked the C Shift, worked an 8-hour shift starting at 11:00 p.m., and received a shift differential of 75 cents per hour in addition to their base hourly wage. Employees in Defendant’s Thermoforming and Extrusion Departments, who worked the A2 and C2 shifts (“C Shift”) worked an Alternative Workweek Schedule of 12 hours per day, and received a shift differential of 75 cents per hour in addition to their base hourly wage.

effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Plaintiff.** Upon the complete funding of the Gross Settlement Amount, Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges discharge Defendant, and all of its present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, as well as any individual or entity that could be jointly liable with Defendant (collectively the "Released Parties"), as follows:

- A. Plaintiff will release all claims, causes of action, and legal theories alleged or which could have been alleged based on the facts in the operative Class and Representative Action Complaint ("Complaint"), including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to authorize and permit all rest periods in accordance with California law; (d) failure to provide all meal periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; (g) expense reimbursement; (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the Complaint; (i) all claims for civil penalties under the PAGA that were or could have been alleged based on the claims, causes of action or legal theories described above or on any of the claims, causes of action, or legal theories of relief pled in the Complaint; and (j) all damages, penalties, interest, costs (including attorney's fees), and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged or which could have been alleged in the Complaint (collectively, the "Released Claims").
- B. To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff

has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

C. The period of the Release shall extend to the limits of the Class Period.

3. **Release by Settlement Class Members.** Upon the complete funding of the Gross Settlement Amount, every member of the Settlement Class (except those who validly opt out from the Settlement) will fully release and discharge the Released Parties, as follows:

A. Settlement Class members will release all claims under state, federal or local law, whether statutory, common law or administrative that were or could have been alleged based on the facts alleged in the First Amended Complaint predicated on claims for failure to pay sick pay wages upon termination of employment, pursuant to Labor Code §§ 201-203, 226(a), 246, and for claims for civil penalties under the PAGA, Labor Code § 2698, *et seq.*, predicated on failure to pay sick pay wages upon termination of employment, that occurred during the Class Period.. The period of the Release shall extend to the limits of the Class Period.

4. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Gross Settlement Amount" of Three Hundred, Fifty Thousand Dollars and Zero Cents (\$350,000.00) in full and complete settlement of the Action, as follows:

A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.

B. The term "Final" and "Final Effective Date" means: (i) the date that the Settlement Agreement has received Final Approval by the Court and there were no timely objections or intervener requests filed, or that any timely objections and/or interveners have been withdrawn; or, (ii) in the event that one or more timely objections or interventions has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector or intervener to seek appellate review of the Court's order of Final Approval, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the Court's order of Final Approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval without material modification, and the applicable date for seeking further

appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant.

- C. The Gross Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) calendar days of the Final Effective Date.
- D. This is a non-reversionary settlement. The Gross Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Five Thousand Dollars and Zero Cents (\$5,000.00);
 - (3) Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff's Class Representative Enhancement Payment in recognition of his contributions to the Action and his service to the Settlement Class, and for providing a general release of all claims and waiver under Civil Code § 1542. If Plaintiff's request for his enhancement payment is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Settlement Class members;
 - (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, or \$116,666.67, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty Thousand Dollars and Zero Cents (\$20,000.00). If Class Counsel's request for attorneys' fees and/or reimbursement of litigation costs is not approved and/or reduced by the Court, any amount not approved and/or reduced by the Court will revert to the participating Settlement Class members; and
 - (5) Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Twenty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$26,250.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Eight Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$8,750.00) shall become part of the Net Settlement Amount payable to the Settlement Class.
- E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative enhancement payment, the LWDA's share of the PAGA payment, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
 - i. Each participating Settlement Class member whose employment with Defendant ended at any time from January 25, 2018 to October 27, 2021, shall receive an equal share of the Net Settlement Amount on a per capita basis. In other words, the Net Settlement Amount will be divided equally among all participating Settlement Class members whose employment with Defendant ended at any time from January 25, 2018 to October 27, 2021.
 - ii. Payments to Settlement Class Members shall be allocated as follows for tax purposes: Ninety percent (90%) as penalties, and ten percent (10%) as interest. IRS Forms 1099 will be issued for the individual settlement payments to Settlement Class Members.
- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards to participating Settlement Class members.
- D. The entire Settlement Award for each Class Member will be allocated as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms 1099. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Settlement Class member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be distributed to the following *cy pres* beneficiary: Legal Aid At Work.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is to be One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his time and risk in prosecuting this case, his service to the Settlement Class, and for providing a general release of all claims and waiver under Civil Code § 1542. This payment will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking permission to pay up to Five Thousand Dollars and Zero Cents (\$5,000.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the final judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Larry W. Lee and Mai Tulyathan of Diversity Law Group, APC as Class Counsel;
- C. Appointing Carl Haney as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice, and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the full names, last known addresses, phone numbers, social security numbers, and the dates of employment by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- 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 forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that a Settlement Class member who wishes to exclude themselves from the Settlement must prepare and submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name and address of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt out of the

Settlement Class or encourage any Settlement Class member to appeal from the final judgment.

- D. Objections. Except with respect to the settlement of the PAGA claim, settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including whether the Settlement Class member's employment with Defendant ended during the time period of January 25, 2018 to October 27, 2021. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the

current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative enhancement payment, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the website of the Settlement Administrator.

11. **No Right to Object to or Request Exclusion from the PAGA Settlement.** The Parties agree that there is no statutory right for any Settlement Class Members to object to, opt out of, or otherwise exclude himself or herself from the settlement of the Released PAGA Claims. To the extent that any Settlement Class Members opts out of the Settlement, the Settlement Class Member will still be deemed to have released their claims under PAGA, Labor Code § 2698, *et seq.*, premised on failure to pay sick pay wages upon termination of employment under Labor Code §§ 201-203, 226(a), and 246 that accrued during the period of December 16, 2019 to October 27, 2021.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree that they have not and will not publish the Settlement Agreement, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement and to post the Court's judgment on the Settlement Administrator's website as set forth herein. Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the Settlement Class, or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Michael D. Thomas, Jackson Lewis, 725 South Figueroa Street,
Suite 2500, Los Angeles, California 90017;
Michael.Thomas@jacksonlewis.com

if to Plaintiff: Larry W. Lee, Diversity Law Group, APC, 515 S. Figueroa St., Suite
1250 Los Angeles, California 90071; lwlee@diversitylaw.com.

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, including electronic scan, pdf, or DocuSign, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: January __, 2022

Peninsula Packaging, LLC

By: _____

DATED: January ¹² __, 2022

Carl Haney

By:  _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

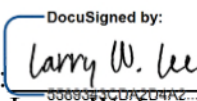
DATED: January __, 2022

JACKSON LEWIS

By: _____
Michael D. Thomas
Jeffrey A. Brand
ATTORNEYS FOR DEFENDANT

DATED: 1/12/2022

DIVERSITY LAW GROUP, APC

By:  _____
Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: January 18, 2022

Peninsula Packaging, LLC

By: 

Marcia Tuten
Staff VP, Legal Operations, Chief IP Counsel,
and Assistant General Counsel

DATED: January __, 2022

Carl Haney

By: _____

Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: January __, 2022

JACKSON LEWIS

By: _____

Michael D. Thomas
Jeffrey A. Brand
ATTORNEYS FOR DEFENDANT

DATED:

DIVERSITY LAW GROUP, APC

By: _____

Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: January __, 2022

Peninsula Packaging, LLC

By: _____
Marcia Tuten
Staff VP, Legal Operations, Chief IP Counsel,
and Assistant General Counsel

DATED: January __, 2022

Carl Haney

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: January 20, 2022

JACKSON LEWIS

By: Michael D. Thomas
Michael D. Thomas
Jeffrey A. Brand
ATTORNEYS FOR DEFENDANT

DATED:

DIVERSITY LAW GROUP, APC

By: _____
Larry W. Lee
Mai Tulyathan
Attorneys for Plaintiff