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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARK WILSON individually, and on
behalf of other members of the general
public similarly situated,

Plaintiff,

vs.

PACTIV LLC, a Delaware limited
liability company and DOES 1 through
10, inclusive,

Defendants.

Case No.: 5:20-cv-01691-SB-KK

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE**

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Mark Wilson and Jack Rodriguez (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant Pactiv LLC (“Defendant”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means, collectively, *Mark Wilson v. Pactiv LLC*, No. 5:20-cv-01691-SB-KK (C.D. Cal.) (“the Wilson Action”) and *Jack Rodriguez v. Pactiv LLC*, No. 5:21-cv-00841-SB-KK (C.D. Cal.) (“the Rodriguez Action”).

2. “Attorneys’ Fees and Costs” means (a) the attorneys’ fees payment from the Gross Settlement Amount approved by the Court for recoverable fees associated with the litigation and resolution of the Actions, and (b) the litigation costs to be paid from the Gross Settlement Amount, approved by the Court for costs associated with the litigation and resolution of the Actions. The Parties agree that Class Counsel shall request Attorneys’ Fees not to exceed one-third (1/3) of the Gross Settlement Amount, or One Hundred Sixty Six Thousand Six Hundred Sixty Seven Dollars (\$166,667), and Costs not to exceed Fifty Thousand Dollars (\$50,000), based upon adequate supporting documentation which will be submitted to the Court. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs, if made as set forth above.

3. “Class Counsel” means Capstone Law APC and Wilshire Law Firm, PLC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel

1 and will include all Class Members' names, last-known addresses, last-known telephone
2 numbers, Social Security numbers ("Class Member Information"), and Pay Period data
3 during the Class Period/PAGA Period. If given leave by the Court, the names on the
4 Class List will be an Exhibit to the Court's order granting final approval of the settlement
5 and will be a final record of the Class Members and Settlement Class who are entitled to
6 participate in the settlement.

7 5. "Class Member(s)" or "Settlement Class" means all persons who are
8 employed or have been employed by Defendant in California as hourly-paid or non-
9 exempt employees at any time during the time period from May 29, 2016 to the earlier
10 of: (i) July 6, 2022 or (ii) Preliminary Approval. The Settlement Class will include any
11 Class Member who settled or released any of the claims covered by this Settlement.

12 6. "Class Period" means the period from May 29, 2016 to the earlier of: (i)
13 July 6, 2022 or (ii) Preliminary Approval.

14 7. "Class Representative Enhancement Payments" means the amounts to be
15 paid to Plaintiffs from the Gross Settlement Amount in recognition of their effort and
16 work in prosecuting the Actions on behalf of Class Members, and for their general
17 release of claims, and execution (before Preliminary Approval) of individual settlement
18 agreements and general releases of all claims under California Code of Civil Procedure
19 section 1542. IRS Forms 1099-MISC shall issue for the Class Representative
20 Enhancement Payments. Subject to the Court granting final approval of this Settlement
21 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request
22 Court approval of Class Representative Enhancement Payments of Ten Thousand
23 Dollars (\$10,000), each. If the Court does not grant the Class Representative
24 Enhancement Payments, it does not affect the other terms of the Settlement.

25 8. "Court" means the United States District Court, Central District of
26 California.

27 9. "Defendant" means Defendant Pactiv LLC.

28 10. "Effective Date" means the date that all of the following have occurred: (i)

1 The Court has granted the motion for final approval of the settlement and approved
2 amounts for Attorneys' Fees, Costs, Class Representative Enhancement Payments,
3 Settlement Administration Costs, the Individual Settlement Payments, all PAGA
4 Payments, the Released Claims, and all other material terms of this Agreement and has
5 entered the Final Judgment consistent with this Agreement; and (ii) The time for seeking
6 rehearing or reconsideration and/or appellate review has expired and no timely requests
7 for such review have been made within thirty-one (31) calendar days after entry of the
8 Final Judgment; or all avenues of rehearing, reconsideration, and appellate review have
9 been exhausted by the Parties and no further rehearing, reconsideration, or appellate
10 review is permitted, and the time for seeking such review has expired.

11 11. "Final Approval" means the date on which the Court enters an order
12 granting final approval of the Settlement Agreement.

13 12. "Gross Settlement Amount" means the entire settlement amount not to
14 exceed Five Hundred Thousand Dollars (\$500,000), to be paid by Defendant in full
15 satisfaction of all Released Class Claims and Released PAGA Claims, which includes
16 all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative
17 Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration
18 Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendant
19 based on the aggregation of the agreed-upon settlement value of individual claims. In no
20 event will Defendant be liable for more than the Gross Settlement Amount except as
21 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement
22 Amount to Defendant. Defendant will be separately responsible for the employer's share
23 of payroll taxes required by law, including the employer FICA, FUTA, and SDI
24 contributions, which shall not be paid from the Gross Settlement Amount. The Gross
25 Settlement amount is a material term of this Agreement. With the exception of the
26 Escalator Clause, to the extent Defendant is required to pay more than the Gross
27 Settlement Amount plus the employer's share of payroll taxes, Defendant shall retain the
28 right, in the exercise of its sole discretion, to nullify the Settlement or Agreement.

1 13. “Individual Settlement Payment” means each Participating Class
2 Member’s and PAGA Member’s respective shares of the Net Settlement Fund and
3 PAGA Fund.

4 14. “Net Settlement Fund” means the portion of the Gross Settlement Amount
5 remaining after deducting the Attorneys’ Fees and Costs, the Class Representative
6 Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration
7 Costs. The Net Settlement Fund will be distributed to Participating Class Members.
8 There will be no reversion of the Net Settlement Fund to Defendant.

9 15. “Notice of Objection” means a Class Member’s valid and timely written
10 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must
11 include: (i) the objector’s full name, signature, address, and telephone number, (ii) a
12 written statement of all grounds for the objection accompanied by any legal support for
13 such objection; (iii) copies of any papers, briefs, or other documents upon which the
14 objection is based; and (iv) a statement whether the objector intends to appear at the final
15 fairness hearing.

16 16. “Notice Packet” means the Notice of Class Action Settlement,
17 substantially in the form attached as Exhibit A.

18 17. “PAGA Members” means all persons who are employed or have been
19 employed by Defendant in California as hourly-paid or non-exempt employees at any
20 time during the time period from May 29, 2019 to the earlier of: (i) July 6, 2022 or (ii)
21 Preliminary Approval.

22 18. “PAGA Period” means the period from May 29, 2019 to the earlier of: (i)
23 July 6, 2022 or (ii) Preliminary Approval.

24 19. “PAGA Settlement Amount” means the amount that the Parties have
25 agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA
26 Members in connection with Plaintiffs’ claim under the Labor Code Private Attorneys
27 General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”).
28 The Parties have agreed that Forty Thousand Dollars (\$40,000) of the Gross Settlement

1 Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five
2 Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount
3 will be paid to the California Labor and Workforce Development Agency (“Labor and
4 Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Ten
5 Thousand Dollars (\$10,000) (“PAGA Fund”), of the PAGA Settlement will be
6 disbursed to PAGA Members, and regardless whether they request to be excluded from
7 the Settlement Class.

8 20. “Parties” means Plaintiffs and Defendant collectively.

9 21. “Participating Class Members” means all Class Members who do not
10 submit timely and valid Requests for Exclusion.

11 22. “Pay Period(s)” means, consistent with the definition provided by Labor
12 Code section 204, the number of pay periods during which each Class Members/PAGA
13 Member worked during the applicable Class Period/PAGA Period. All partial Pay
14 Periods will be rounded up to the nearest whole number.

15 23. “Plaintiffs” means Plaintiffs Mark Wilson and Jack Rodriguez.

16 24. “Preliminary Approval” means the date on which the Court enters an order
17 granting preliminary approval of the Settlement Agreement.

18 25. “Released Class Claims” means all claims that reasonably could have been
19 raised based on the factual allegations made in the Complaints in the Actions during the
20 Class Period, including: (i) all claims for alleged failure to pay straight time, overtime, or
21 double time wages, failure to pay wages for off-the-clock work, and failure to pay other
22 wages of any kind during employment either under the California Labor Code, the
23 FLSA, or common law; (ii) failure to provide meal periods or pay meal period
24 premiums; (iii) failure to provide rest periods or pay rest period premiums; (iv) failure to
25 pay minimum wages; (v) failure to pay final wages due at separation; (vi) failure to
26 provide accurate and itemized wage statements; (vii) claims brought under Business &
27 Professions Code section 17200 *et seq.* including, but not limited to, all claims for unfair,
28 unlawful and harmful conduct to Class Members, the general public and Defendant’s

competitors and claims of unlawfully gaining an unfair advantage over other businesses; (viii) PAGA claims for civil penalties due to any Labor Code violations by Defendant arising out of or reasonably related to facts alleged in the Complaints filed in the Actions, including, but not limited to, Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 1198; (ix) claims arising from any violation of any applicable Wage Order; (x) claims for failure to reimburse expenses; (xi) claims based on miscalculations of the regular rate of pay; (xii) claims based on failure to pay accrued vacation wages; (xiii) penalties of any nature; (xiv) interest; (xv) attorneys' fees and costs; and (xvi) any other claims arising out of or reasonably related to facts alleged in the respective Complaints filed in the Actions during the Class Period.

26. "Released PAGA Claims" means all claims asserted through California Labor Code §§ 2698, *et seq.*, that reasonably arise out of or are related to the Released Class Claims during the PAGA Period.

27. "Released Parties" means: (i) Defendant Pactiv LLC; (ii) each of Defendant's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Pactiv LLC, including but not limited to Pactiv Evergreen, Inc. (USA), PEI Holdings Company LLC (USA), Evergreen Packaging International LLC (USA), Pactiv Evergreen Group Holdings Inc. (USA), Rank International Holdings Inc. (USA), Pactiv LLC (USA), Pactiv Europe Services LLC (USA), Pactiv Management Company LLC (USA), PCA West, Inc. (USA), GEC Packaging Technologies LLC (USA), Blue Ridge Holding LLC (USA), Blue Ridge Paper Products LLC (USA), Pactiv Evergreen Services Inc. (USA), Pactiv Packaging Inc. (USA), Pactiv Management Company LLC (USA); (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any

individual or entity which could be jointly liable with any of the foregoing with respect to the Released Class Claims and Released PAGA Claims.

28. “Request for Exclusion” means a timely letter submitted by a Class Member to the Settlement Administrator by fax or mail, postmarked on or before the Response Deadline, containing all of the following: (i) the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (ii) the signature of the Class Member; and (iii) a clear statement that the Class Member does not wish to be included in the Settlement. Failure to provide a timely letter to the Settlement Administrator containing all of the required information will invalidate the Request for Exclusion.

29. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

30. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

31. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the

1 Court for the purposes of administering this Settlement. The Parties each represent that
2 they do not have any financial interest in the Settlement Administrator or otherwise have
3 a relationship with the Settlement Administrator that could create a conflict of interest.

4 **TERMS OF AGREEMENT**

5 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant
6 agree as follows:

7 32. Funding of the Gross Settlement Amount. Defendant will make a one-time
8 deposit of the Gross Settlement Amount of Five Hundred Thousand Dollars (\$500,000)
9 into a Qualified Settlement Fund to be established by the Settlement Administrator.
10 Defendant will pay the employer's share of payroll taxes separately. After the Effective
11 Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments;
12 (ii) the Labor and Workforce Development Agency Payment; (iii) the Class
13 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v)
14 Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount
15 and the employer's share of payroll taxes within twenty (20) calendar days of the
16 Effective Date ("Funding Date").

17 33. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
18 application or motion by Class Counsel for Attorneys' Fees and Costs of not more than
19 One Hundred Sixty Six Thousand Six Hundred Sixty Seven Dollars (\$166,667), plus the
20 reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's
21 litigation and settlement of the Actions (including expert/consultant fees, investigations
22 costs, etc.), not to exceed Fifty Thousand Dollars (\$50,000), both of which will be paid
23 from the Gross Settlement Amount. In the event the Court does not grant Class
24 Counsel's application or motion for Attorneys' Fees and Costs, or modifies the amount
25 of Attorneys' Fees and Costs that may be recovered, it shall have no effect on any other
26 terms of the Settlement.

27 34. Class Representative Enhancement Payment. In exchange for a general
28 release, and in recognition of their effort and work in prosecuting the Actions on behalf

1 of Class Members, Defendant agrees not to oppose or impede any application or motion
2 for Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000),
3 each, to Plaintiffs. The Class Representative Enhancement Payments will be paid from
4 the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement
5 Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible
6 to pay any and all applicable taxes on the Class Representative Enhancement Payments.

7 35. Settlement Administration Costs. The Settlement Administrator will be
8 paid for the reasonable costs of administration of the Settlement and distribution of
9 payments from the Gross Settlement Amount. These costs, which will be paid from the
10 Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the
11 Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing
12 Notice Packets, calculating and distributing the Gross Settlement Amount, and providing
13 necessary reports and declarations.

14 36. PAGA Settlement Amount. Subject to Court approval, the Parties agree
15 that the amount of Forty Thousand Dollars (\$40,000) from the Gross Settlement
16 Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to
17 PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of this sum
18 will be paid to the LWDA and Twenty-Five Percent (25%), or Ten Thousand Dollars
19 (\$10,000), will be paid to PAGA Members in proportion to the number of Pay Periods
20 worked during the PAGA Period.

21 37. No Right to Exclusion or Objections by Representative Action Members.
22 Because this settlement resolves claims and actions brought pursuant to PAGA by
23 Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of
24 California and the LWDA, the Parties agree that no PAGA Member has the right to
25 exclude himself or herself from the Settlement. PAGA Members will be bound by the
26 terms of the Settlement Agreement, upon its approval by the Court, regardless of
27 whether he or she cashes any payment received as a result of this Settlement. The Parties
28 also agree that no PAGA Member has the right to object to the terms of the Settlement

1 Agreement.

2 38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to
3 Participating Class Members. No portion of the Net Settlement Fund will revert to or be
4 retained by Defendant.

5 39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA
6 Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

7 40. Individual Settlement Payment Calculations. Individual Settlement
8 Payments will be calculated and apportioned from the Net Settlement Fund and PAGA
9 Fund based on the number of Pay Periods a Class Member worked during the Class
10 Period and PAGA Period. Specific calculations of Individual Settlement Payments will
11 be made as follows:

12 40(a) Payments from the Net Settlement Fund. Defendant will
13 calculate the total number of Pay Periods worked by each Class
14 Member during the Class Period and the aggregate total number
15 of Pay Periods worked by all Class Members during the Class
16 Period. To determine each Class Member's estimated
17 "Individual Settlement Payment" from the Net Settlement Fund,
18 the Settlement Administrator will use the following formula:
19 The Net Settlement Fund will be divided by the aggregate total
20 number of Pay Periods, resulting in the "Pay Period Value."
21 Each Class Member's "Individual Settlement Payment" will be
22 calculated by multiplying each individual Class Member's total
23 number of Pay Periods by the Pay Period Value. The Individual
24 Settlement Payment will be reduced by any required deductions
25 for each Participating Class Member as specifically set forth
26 herein, including employee-side tax withholdings or deductions.
27 The entire Net Settlement Fund will be disbursed to all Class
28 Members who do not submit timely and valid Requests for

1 Exclusion. If there are any valid and timely Requests for
2 Exclusion, the Settlement Administrator shall proportionately
3 increase the Individual Settlement Payment for each
4 Participating Class Member according to the number of Pay
5 Periods worked, so that the amount actually distributed to the
6 Settlement Class equals 100% of the Net Settlement Fund.

7 40(b) Payments from the PAGA Fund. Defendant will calculate the
8 total number of Pay Periods worked by each PAGA Member
9 during the PAGA Period and the aggregate total number of Pay
10 Periods worked by all PAGA Members during the PAGA
11 Period. To determine each PAGA Member's estimated
12 "Individual Settlement Payment," the Settlement Administrator
13 will use the following formula: The PAGA Fund will be divided
14 by the aggregate total number of Pay Periods, resulting in the
15 "PAGA Pay Period Value." Each PAGA Member's "Individual
16 Settlement Payment" will be calculated by multiplying each
17 individual PAGA Member's total number of Pay Periods by the
18 PAGA Pay Period Value. The entire PAGA Fund will be
19 disbursed to all PAGA Members.

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

1 42. Administration Process. The Parties agree to cooperate in the
2 administration of the settlement and to make all reasonable efforts to control and
3 minimize the costs and expenses incurred in administration of the Settlement.

4 43. Delivery of the Class List. Within fourteen (14) calendar days of
5 Preliminary Approval, Defendant will provide the Class List to the Settlement
6 Administrator and to Class Counsel.

7 44. Notice by First-Class U.S. Mail. Within thirty (30) calendar days after the
8 Court's preliminary approval of the Settlement, the Settlement Administrator will mail
9 the notices of Settlement to the Class Members. Prior to mailing, the Settlement
10 Administrator will perform a search based on the National Change of Address Database
11 for information to update and correct for any known or identifiable address changes. The
12 Class Members will have forty-five (45) days from the date of mailing in which to object
13 to the Settlement, or to postmark Requests for Exclusion. The Settlement Administrator
14 will skip-trace returned mail and re-mail within three (3) business days of receipt. Those
15 Class Members who receive a re-mailed Notice Packet will have either (i) an additional
16 fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to
17 submit a Request for Exclusion or an objection to the Settlement.

18 45. Notice Packets. All Class Members will be mailed a Notice Packet. Each
19 Notice Packet will provide: (i) information regarding the nature of the Actions; (ii) a
20 summary of the Settlement's principal terms; (iii) the Settlement Class and PAGA
21 Member definitions; (iv) the total number of Pay Periods each respective Class Member
22 and PAGA Member worked for Defendant during the Class Period and PAGA Period;
23 (v) each Class Member's and PAGA Member's estimated Individual Settlement
24 Payment and the formula for calculating Individual Settlement Payments; (vi) the dates
25 which comprise the Class Period and PAGA Period; (vii) instructions on how to submit
26 Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class
27 Member must postmark or fax Request for Exclusions, or postmark Notices of
28 Objection to the Settlement; and (ix) the claims to be released.

1 46. Disputed Information on Notice Packets. Class Members will have an
2 opportunity to dispute the information provided in their Notice Packets. To the extent
3 Class Members dispute their employment dates or the number of Pay Periods on record,
4 Class Members may produce evidence to the Settlement Administrator in the form of
5 payroll records showing that such information is inaccurate. Defendant's records will be
6 presumed correct in any such dispute, which will be resolved by the Settlement
7 Administrator based solely on Defendant's payroll records. In order to be considered by
8 the Settlement Administrator, all disputes must be submitted by the Response Deadline,
9 and will be decided within ten (10) business days after the Response Deadline.

10 47. Request for Exclusion Procedures. Any Class Member wishing to opt-out
11 from the Settlement Agreement must sign and fax or postmark a written Request for
12 Exclusion to the Settlement Administrator within the Response Deadline. In the case of
13 Requests for Exclusion that are mailed to the Settlement Administrator, the postmark
14 date will be the exclusive means to determine whether a Request for Exclusion has been
15 timely submitted.

16 48. Escalator. If the number of Class Members in the "Settlement Class" as
17 defined above is greater than Two Thousand Two Hundred (2,200), then Defendant will
18 proportionally increase the Gross Settlement Amount by \$100 for each Class Member in
19 excess of that amount ("Escalator Clause"). Plaintiffs agree to file the Motion for
20 Preliminary Settlement Approval with the Court by the deadline set by the Court, and to
21 set the hearing on the Motion for Preliminary Settlement Approval for the Court's first
22 available date.

23 49. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any
24 Class Member who does not affirmatively opt-out of the Settlement Agreement by
25 submitting a timely and valid Request for Exclusion will be bound by all of its terms,
26 including those pertaining to the Released Class Claims, as well as any Judgment that
27 may be entered by the Court if it grants final approval to the Settlement.

28 50. Releases by Participating Class Members. Upon the Funding Date, and

1 except as to such rights or claims as may be created by this Settlement Agreement, each
2 Participating Class Member, together and individually, on their behalf and on behalf of
3 their respective heirs, executors, administrators, agents, and attorneys, shall fully and
4 forever release and discharge all of the Released Parties, or any of them, from each of the
5 Released Class Claims arising during the Class Period.

6 51. Releases by PAGA Members. Upon the Funding Date, and except as to
7 such rights or claims as may be created by this Settlement Agreement, each PAGA
8 Member, together and individually, on their behalf and on behalf of their respective
9 heirs, executors, administrators, agents, and attorneys, shall fully and forever release and
10 discharge all of the Released Parties, or any of them, from each of the Released PAGA
11 Claims during the PAGA Period.

12 52. Defendant's Right to Rescind. Defendant will have, in its sole discretion,
13 the right to void and withdraw from the Settlement if, at any time prior to Final
14 Approval, Three Percent (3%) or more of Class Members opt out of the settlement.
15 Defendant must exercise this right of rescission in writing to Class Counsel within ten
16 (10) calendar days after the Response Deadline. If the option to rescind is exercised, then
17 Defendant will be solely responsible for all Settlement Administration Costs incurred to
18 the date of rescission.

19 53. Objection Procedures. To object to the Settlement Agreement, a Class
20 Member may either postmark a valid Notice of Objection to the Settlement
21 Administrator on or before the Response Deadline, or appear in person at the Final
22 Approval Hearing. Class Members who fail to object either by submitting a valid Notice
23 of Objection or appearing in person at the Final Approval Hearing will be deemed to
24 have waived all objections to the Settlement and will be foreclosed from making any
25 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time
26 will any of the Parties or their counsel seek to solicit or otherwise encourage Class
27 Members to submit written objections to the Settlement Agreement or appeal from the
28 final approval order and judgment. Class Counsel will not represent any Class Members

1 with respect to any such objections to this Settlement. If a Class Member timely submits
2 both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will
3 be given effect and considered valid, the Notice of Objection shall be rejected, and the
4 Class Member shall not participate in or be bound by the Settlement.

5 54. Certification Reports Regarding Individual Settlement Payment
6 Calculations. The Settlement Administrator will provide Defendant's counsel and Class
7 Counsel a weekly report that certifies the number of Class Members who have submitted
8 valid Requests for Exclusion or objections to the Settlement, and whether any Class
9 Member has submitted a challenge to any information contained in their Notice Packet.
10 Additionally, the Settlement Administrator will provide to counsel for both Parties any
11 updated reports regarding the administration of the Settlement Agreement as needed or
12 requested.

13 55. Distribution Timing of Individual Settlement Payments. Within ten (10)
14 calendar days of the Funding Date, the Settlement Administrator will issue payments to:
15 (i) Participating Class Members and PAGA Members; (ii) the Labor and Workforce
16 Development Agency; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement
17 Administrator will also issue a payment to itself for Court-approved services performed
18 in connection with the Settlement.

19 56. Un-cashed Settlement Checks. Funds represented by Individual Settlement
20 Payment checks returned as undeliverable and Individual Settlement Payment checks
21 remaining un-cashed for more than one hundred and eighty (180) calendar days after
22 issuance will be tendered to the State Controller's Office, Unclaimed Property Division.

23 57. Certification of Completion. Upon completion of administration of the
24 Settlement, the Settlement Administrator will provide a written declaration under oath to
25 certify such completion to the Court and counsel for all Parties.

26 58. Treatment of Individual Settlement Payments. All Individual Settlement
27 Payments will be allocated as follows: (i) Ten Percent (10%) of each Individual
28 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued;

1 and (ii) Ninety Percent (90%) will be allocated as non-wages for which IRS Forms
2 1099-MISC will be issued.

3 59. Administration of Taxes by the Settlement Administrator. The Settlement
4 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,
5 PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be
6 required by law for all amounts paid pursuant to this Settlement. The Settlement
7 Administrator will also be responsible for forwarding all payroll taxes and penalties to
8 the appropriate government authorities.

9 60. Tax Liability. Defendant makes no representation as to the tax treatment or
10 legal effect of the payments called for hereunder, and Plaintiffs and Participating Class
11 Members are not relying on any statement, representation, or calculation by Defendant
12 or by the Settlement Administrator in this regard.

13 61. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
14 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH
15 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
16 PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO
17 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION
18 OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
19 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
20 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
21 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
22 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
23 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
24 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
25 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
26 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
27 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION
28 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER

1 PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
2 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY
3 TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
4 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY
5 OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
6 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
7 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
8 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE
9 TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
10 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

11 62. No Prior Assignments. The Parties and their counsel represent, covenant,
12 and warrant that they have not directly or indirectly assigned, transferred, encumbered,
13 or purported to assign, transfer, or encumber to any person or entity any portion of any
14 liability, claim, demand, action, cause of action or right herein released and discharged.

15 63. Nullification of Settlement Agreement. In the event that: (i) the Court does
16 not finally approve the Settlement as provided herein; or (ii) the Settlement does not
17 become final for any other reason, then this Settlement Agreement, and any documents
18 generated to bring it into effect, will be null and void. Any order or judgment entered by
19 the Court in furtherance of this Settlement Agreement will likewise be treated as void
20 from the beginning.

21 64. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the
22 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of
23 a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
24 settlement purposes only, (ii) preliminary approval of the proposed Settlement
25 Agreement, (iii) setting a date for a final fairness hearing. The Preliminary Approval
26 Order will provide for the Notice Packet to be sent to all Class Members as specified
27 herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this
28 Settlement Agreement, which sets forth the terms of this Settlement, and will include the

1 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will
2 be responsible for drafting all documents necessary to obtain preliminary approval.

3 65. Final Settlement Approval Hearing and Entry of Judgment. Upon
4 expiration of the deadlines to postmark Requests for Exclusion or objections to the
5 Settlement Agreement, and with the Court's permission, a final fairness hearing will be
6 conducted to determine the Final Approval of the Settlement Agreement along with the
7 amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class
8 Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv) the
9 Labor and Workforce Development Agency Payment; (v) all Settlement Administration
10 Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days
11 after the Response Deadline. Class Counsel will be responsible for drafting all
12 documents necessary to obtain final approval. Class Counsel will also be responsible for
13 drafting the attorneys' fees and costs application to be heard at the final approval
14 hearing.

15 66. Judgment and Continued Jurisdiction. Upon final approval of the
16 Settlement by the Court or after the final fairness hearing, the Parties will present the
17 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
18 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
19 enforcement of the terms of the Settlement, (ii) Settlement administration matters, and
20 (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in
21 this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
22 Administrator's website.

23 67. Release by Plaintiffs. Upon the Funding Date, in addition to the claims
24 being released by all Participating Class Members, Plaintiffs will release and forever
25 discharge the Released Parties, to the fullest extent permitted by law, of and from any
26 and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or
27 may have against the Released Parties as of the date of execution of this Settlement
28 Agreement. To the extent the foregoing release is a release to which Section 1542 of the

1 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs
2 expressly waive any and all rights and benefits conferred upon them by the provisions of
3 Section 1542 of the California Civil Code or similar provisions of applicable law which
4 are as follows:

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

11 68. Exhibits Incorporated by Reference. The terms of this Settlement
12 Agreement include the terms set forth in any attached Exhibits, which are incorporated
13 by this reference as though fully set forth herein. Any Exhibits to this Settlement
14 Agreement are an integral part of the Settlement.

15 69. Entire Agreement. This Settlement Agreement and any attached Exhibits
16 constitute the entirety of the Parties' settlement terms. No other prior or
17 contemporaneous written or oral agreements may be deemed binding on the Parties.

18 70. Amendment or Modification. No amendment, change, or modification to
19 this Settlement Agreement will be valid unless in writing and signed, either by the
20 Parties or their counsel.

21 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
22 warrant and represent they are expressly authorized by the Parties whom they represent
23 to negotiate this Settlement Agreement and to take all appropriate action required or
24 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate
25 its terms and to execute any other documents required to effectuate the terms of this
26 Settlement Agreement. The Parties and their counsel will cooperate with each other and
27 use their best efforts to effect the implementation of the Settlement. If the Parties are
28 unable to reach agreement on the form or content of any document needed to implement

1 the Settlement, or on any supplemental provisions that may become necessary to
2 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to
3 resolve such disagreement.

4 72. Binding on Successors and Assigns. This Settlement Agreement will be
5 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,
6 as previously defined.

7 73. California Law Governs. All terms of this Settlement Agreement and
8 Exhibits hereto will be governed by and interpreted according to the laws of the State of
9 California.

10 74. Execution and Counterparts. This Settlement Agreement is subject only to
11 the execution of all Parties. However, the Settlement Agreement may be executed in one
12 or more counterparts. All executed counterparts and each of them, including electronic
13 (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to
14 be one and the same instrument.

15 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
16 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the
17 Actions and have arrived at this Settlement after arm's-length negotiations and in the
18 context of adversarial litigation, taking into account all relevant factors, present and
19 potential. The Parties further acknowledge that they are each represented by competent
20 counsel and that they have had an opportunity to consult with their counsel regarding the
21 fairness and reasonableness of this Settlement.

22 76. Invalidity of Any Provision. Before declaring any provision of this
23 Settlement Agreement invalid, the Court will first attempt to construe the provision as
24 valid to the fullest extent possible consistent with applicable precedents so as to define
25 all provisions of this Settlement Agreement valid and enforceable.

26 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to
27 stipulate to class certification for purposes of this Settlement only; except, however, that
28 Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs

below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms.

78. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

80. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry,

1 or have any communication with the press about the fact, amount or terms of the
2 Settlement.

3 81. Waiver. No waiver of any condition or covenant contained in this
4 Settlement Agreement or failure to exercise a right or remedy by any of the Parties
5 hereto will be considered to imply or constitute a further waiver by such party of the
6 same or any other condition, covenant, right or remedy.

7 82. Enforcement Actions. In the event that one or more of the Parties institutes
8 any legal action or other proceeding against any other Party or Parties to enforce the
9 provisions of this Settlement or to declare rights and/or obligations under this Settlement,
10 the successful Party or Parties will be entitled to recover from the unsuccessful Party or
11 Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
12 connection with any enforcement actions.

13 83. Mutual Preparation. The Parties have had a full opportunity to negotiate
14 the terms and conditions of this Settlement Agreement. Accordingly, this Settlement
15 Agreement will not be construed more strictly against one party than another merely by
16 virtue of the fact that it may have been prepared by counsel for one of the Parties, it
17 being recognized that, because of the arms-length negotiations between the Parties, all
18 Parties have contributed to the preparation of this Settlement Agreement.

19 84. Representation By Counsel. The Parties acknowledge that they have been
20 represented by counsel throughout all negotiations that preceded the execution of this
21 Settlement Agreement, and that this Settlement Agreement has been executed with the
22 consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and
23 represent that there are no liens on the Settlement Agreement.

24 85. All Terms Subject to Final Court Approval. All amounts and procedures
25 described in this Settlement Agreement herein will be subject to final Court approval.

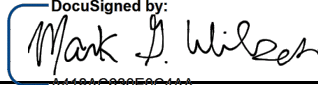
26 86. Cooperation and Execution of Necessary Documents. All Parties will
27 cooperate in good faith and execute all documents to the extent reasonably necessary to
28 effectuate the terms of this Settlement Agreement.

87. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 5/13/2022

DocuSigned by:

Mark Wilson

PLAINTIFF

Dated: _____

Jack Rodriguez

DEFENDANT

Dated: _____

Sandra Cobden
PACTIV LLC

APPROVED AS TO FORM

87. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

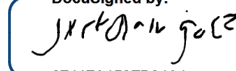
PLAINTIFF

Dated: _____

Mark Wilson

PLAINTIFF

Dated: 5/13/2022

DocuSigned by:

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Jack Rodriguez

DEFENDANT

Dated: _____

Sandra Cobden
PACTIV LLC

APPROVED AS TO FORM

1 87. Binding Agreement. The Parties warrant that they understand and have full
2 authority to enter into this Settlement Agreement, and further intend that this Settlement
3 Agreement will be fully enforceable and binding on all parties, and agree that it will be
4 admissible and subject to disclosure in any proceeding to enforce its terms,
5 notwithstanding any mediation confidentiality provisions that otherwise might apply
6 under federal or state law.

7
8 **READ CAREFULLY BEFORE SIGNING**

9 **PLAINTIFF**

10
11 Dated: _____

Mark Wilson

12
13 **PLAINTIFF**

14
15 Dated: _____

Jack Rodriguez

16
17 **DEFENDANT**

18
19 Dated: _____

Chandra Mitchell

20 By: Chandra Mitchell General Counsel
21 PACTIV LLC

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CAPSTONE LAW APC

Dated: May 16, 2022

By: 
Raul Perez
Attorneys for Plaintiff Mark Wilson

WILSHIRE LAW FIRM, PLC

Dated: _____

By: _____
Justin F. Marquez
Attorneys for Plaintiff Jack Rodriguez

SEYFARTH SHAW LLP

Dated: _____

By: _____
Jon D. Meer
Attorneys for Defendant Pactiv LLC

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CAPSTONE LAW APC

Dated: _____

By: _____

Raul Perez
Attorneys for Plaintiff Mark Wilson

WILSHIRE LAW FIRM, PLC

Dated: May 13, 2022

By: _____

Justin F. Marquez
Attorneys for Plaintiff Jack Rodriguez

SEYFARTH SHAW LLP

Dated: _____

By: _____

Jon D. Meer
Attorneys for Defendant Pactiv LLC

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

By: _____

Raul Perez
Attorneys for Plaintiff Mark Wilson

WILSHIRE LAW FIRM, PLC

Dated: _____

By: _____

Justin F. Marquez
Attorneys for Plaintiff Jack Rodriguez

SEYFARTH SHAW LLP



Dated: May 20, 2022

By: _____

Jon D. Meer
Attorneys for Defendant Pactiv LLC

Exhibit A

Mark Wilson v. Pactiv LLC, No. 5:20-cv-01691-SB-KK (C.D. Cal.)
Jack Rodriguez v. Pactiv LLC, No. 5:21-cv-00841-SB-KK (C.D. Cal.)
UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who are employed or have been employed by Defendant Pactiv LLC (“Pactiv” or “Defendant”) in California as hourly-paid or non-exempt employees at any time during the time period from May 29, 2016 to [the earlier of: (i) July 6, 2022 or (ii) Preliminary Approval] (“Class Members”).

All persons who are employed or have been employed by Pactiv in California as hourly-paid or non-exempt employees at any time during the time period from May 29, 2019 to [the earlier of: (i) July 6, 2022 or (ii) Preliminary Approval] (“PAGA Members”).

On _____, the Honorable Stanley Blumenfeld Jr. of the United States District Court, Central District of California granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _m. on _____, 2022 in Department 6C of the United States District Court, Central District of California located at 350 West 1st Street, Los Angeles, California 90012.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiffs Mark Wilson and Jack Rodriguez, on their behalf and on behalf of other current and former non-exempt employees in two separately filed actions, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with compliant meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.¹

Pactiv denies the allegations in the litigation, and contends that its policies and procedures are lawful.

On April 7, 2022, the parties participated in a mediation with Louis Marlin, Esq., an experienced and well-respected class action mediator. With Mr. Marlin’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Wilshire Law Firm, PLC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the cases and the applicable law. While Class Counsel believe that the claims alleged in these lawsuits have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the

¹ On December 3, 2021, the United States District Court for the Central District of California denied Plaintiff Mark Wilson’s motion for class certification in the action filed by Plaintiff Wilson.

foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Pactiv believes the claims alleged in the lawsuits have no merit, but has agreed to settle the lawsuits in order to avoid the expense of continued litigation. By agreeing to settle, Pactiv is not admitting liability on any of the factual allegations or claims in the lawsuits, and is not admitting that class certification would have been appropriate in either of the lawsuits.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$500,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Mark Wilson and Jack Rodriguez for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$166,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) a \$40,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$30,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$10,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$20,000. After deducting the above payments, a total of approximately \$ _ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$10,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Pay Periods worked by each Class Member from May 29, 2016 to [the earlier of: (i) July 6, 2022 or (ii) Preliminary Approval] ("Class Period") and the aggregate total number of Pay Periods worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Pay Periods, resulting in the "Pay Period Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Pay Periods by the Pay Period Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Pay Periods worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from May 29, 2019 to [the earlier of: (i) July 6, 2022 or (ii) Preliminary Approval] ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Pay Period information provided above is incorrect, you may dispute the calculation by sending payroll records in support of your dispute to the Settlement Administrator. All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

If you dispute the information stated above, Defendant's records will control unless you are able to submit payroll records that establish otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 10% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 90% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

Released Class Claims: All claims that reasonably could have been raised based on the factual allegations made in the Complaints in the Actions during the Class Period, including: (i) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (ii) failure to provide meal periods or pay meal period premiums; (iii) failure to provide rest periods or pay rest period premiums; (iv) failure to pay minimum wages; (v) failure to pay final wages due at separation; (vi) failure to provide accurate and itemized wage statements; (vii) claims brought under Business & Professions Code section 17200 et seq. including, but not limited to, all claims for unfair, unlawful and harmful conduct to Class Members, the general public and Defendant's competitors and claims of unlawfully gaining an unfair advantage over other businesses; (viii) PAGA claims for civil penalties due to any Labor Code violations by Defendant arising out of or reasonably related to facts alleged in the complaint including, but not limited to, Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1197.1, and 1198; (ix) claims arising from any violation of any applicable Wage Order; (x) claims for failure to reimburse expenses; (xi) claims based on miscalculations of the regular rate of pay; (xii) claims based on failure to pay accrued vacation wages; (xiii) penalties of any nature; (xiv) interest; (xv) attorneys' fees and costs; and (xvi) any other claims arising out of or reasonably related to facts alleged in the respective Complaints filed in the Actions during the Class Period.

Released PAGA Claims: All claims asserted through California Labor Code §§ 2698, et seq., that reasonably arise out of or are related to the Released Class Claims during the PAGA Period.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The Request for Exclusion must be postmarked or faxed not later than _____, 2022. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2022, or that does not include all of the required information, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2022. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of United States District Court, Central District of California and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator, Class Counsel, or counsel for Pactiv:

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Counsel For Plaintiff Mark Wilson:
Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

Counsel for Plaintiff Jack Rodriguez
Justin F. Marquez
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th FL,
Los Angeles, CA 90010
Phone: Number

Counsel for Defendant Pactiv LLC:
Bethany Pelliconi, Esq.
SEYFARTH SHAW LLP
2029 Century Park East
Suite 3500
Los Angeles, CA 90067
Phone: 310-201-9233

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-***-***-****