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*Attorneys for Defendant Golden West Packaging Group,
LLC and Capital Corrugated LLC*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALEX JOHN BUTTS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GOLDEN WEST PACKAGING GROUP,
LLC, a limited liability company; SNELLING
STAFFING, LLC, a limited liability
company; CAPITAL CORRUGATED, LLC,
a limited liability company; and DOES 1
through 10, inclusive,

Defendants

Case No.: 34-2021-00311468

**JOINT STIPULATION OF PAGA ACTION
SETTLEMENT**

Complaint filed: November 19, 2021
Trial date: Not set

JOINT STIPULATION OF PAGA ACTION SETTLEMENT

This Joint Stipulation of PAGA Action Settlement ("Agreement") is made by and between Plaintiff Alex John Butts ("Plaintiff") and Golden West Packaging Group LLC ("Golden West") and Capital Corrugated LLC ("Capital Corrugated") (Golden West and Capital Corrugated are collectively referred to as "Defendants"). Plaintiff and Defendants may hereinafter be referred to individually as a "Party" or collectively as "the Parties." THE PARTIES STIPULATE AND AGREE as follows:

1. DEFINITIONS.

- 1.1. "Action" refers to the above-captioned action entitled *Butts v. Golden West Packaging Group, LLC, et al.*, Case No. 34-2021-00311468-CU-OE-GDS, alleging a cause of action for Civil Penalties Under the Private Attorneys General Act (Labor Code §§ 2698. et seq.), initiated on November 19, 2021, pending in the Superior Court of the State of California, County of Sacramento.
- 1.2. "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the settlement in accordance with this Agreement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Agreement.
- 1.4. "Aggrieved Employees" or "PAGA Members" means all non-exempt employees employed jointly or severally by Golden West Packaging Group, LLC and/or Capital Corrugated LLC who worked at the Capital Corrugated LLC facility at any time during the PAGA Period.
- 1.5. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.6. "Aggrieved Employee Data" means Aggrieved Employee identifying information in

Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of Individual PAGA Pay Periods.

1.7. "Approval Order" means a final order in which the Court substantially approves the terms of this Agreement, for consistent Judgment to be entered therewith.

1.8. "Defense Counsel" means Atkinson, Andelson, Loya, Ruud & Romo, the attorneys representing Defendants in the Action.

1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final.

1.10. "Judgment" means the final judgment entered by the Court substantially effectuating the terms of this Agreement, which the Parties shall seek to request the Court enter simultaneously with the Order granting Approval.

1.11. "Gross Settlement Amount" means \$450,000.00 which is the total amount Defendants agree to pay under the Agreement except as provided in Paragraph 8 below.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period ("Individual PAGA Pay Period").

1.13. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the California Labor and Workforce Development Agency ("LWDA") under Labor Code section 2699, subd. (i).

1.14. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award to the Named Plaintiff, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.15. "PAGA Counsel" means Moon & Yang, APC, the attorneys representing the Plaintiff in the Action.

1.16. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"

mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action (Together, "Attorneys' Fees and Costs").

1.17. "Individual PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.18. "PAGA Period" means the period from November 9, 2020 through January 29, 2023.

1.19. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.20. "PAGA Notice" means Plaintiff's November 11, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.21. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be the Net Settlement Amount allocated 25% to the Aggrieved Employees and the 75% to LWDA.

1.22. "Released PAGA Claims" means the claims being released by the Plaintiff, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.23. "Released Parties" means: Defendants Golden West Packaging Group LLC and Capital Corrugated LLC, named defendant Snelling Staffing, LLC, and each of their former and present directors, officers, shareholders, members, owners, agents (including any investment bankers, accountants, attorneys, insurers, reinsurers, and any past, present, or future officers, directors, and employees), predecessors, successors, assigns, subsidiaries, and affiliates.

2. RECITALS.

2.1. On November 19, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wage [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to

1 Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair
2 Business Practices [Cal. Bus & Prof. Code §§ 17200, et seq.].

3 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to
4 Defendants and the LWDA by sending the PAGA Notice.

5 2.3. On January 21, 2022, Plaintiff filed a First Amended Complaint alleging an additional
6 cause of action against Defendants for Civil Penalties under PAGA [Cal. Lab. Code §
7 2699, et seq.]. The First Amended Complaint is the operative complaint in the Action (the
8 “Operative Complaint”).

9 2.4. Defendants deny the allegations in the Operative Complaint, deny any failure to comply
10 with the laws identified in the Operative Complaint, and deny any and all liability for the
11 causes of action alleged.

12 2.5. On September 2, 2022, Defendants filed a Motion to Compel Arbitration and to Dismiss or
13 Alternatively Stay Action (“Motion”). On October 21, 2022, the Court granted
14 Defendants’ Motion to compel arbitration of Plaintiff’s individual PAGA claim and denied
15 Defendants’ request for dismissal of Plaintiff’s non-individual PAGA claims.

16 2.6. On January 27, 2023, the Parties participated in an all-day mediation presided over by
17 Steve Rottman, Esq., which led to this Agreement to settle the Action.

18 2.7. Prior to mediation, Plaintiff obtained, through informal discovery, policy documents, time
19 and pay records, and data points related to the Aggrieved Employees.

20 2.8. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any
21 other pending matter or action asserting claims that will be extinguished or affected by the
22 releases provided in Paragraph 5, “Releases of Claims,” of this Agreement.

23 **3. MONETARY TERMS.**

24 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
25 Defendants promise to pay \$450,000.00 and no more as the Gross Settlement Amount.
26 Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline
27 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
28 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim

as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: PAGA Counsel will request a PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$150,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendants will not oppose requests for these payments provided they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment in less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel's Attorneys' Fees and Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction of the PAGA Attorneys' Fees and/or Costs shall not be grounds to nullify this Agreement.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,500.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution on a pro rata basis to Aggrieved Employees.

3.2.3. To Plaintiff: An enhancement award to the named Plaintiff not to exceed \$10,000.00 in recognition of his effort and work in prosecuting the Action on behalf of all Aggrieved Employees and for which he will provide a general release

1 and waiver of Civil Code section 1542 rights.

2 3.2.4. To the LWDA and Aggrieved Employees: The Net Settlement Amount will be
3 distributed as follows: 75% allocated to the LWDA PAGA Payment and 25%
4 allocated to the Individual PAGA Payments.

5 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a)
6 dividing the amount of the Aggrieved Employees' 25% share of PAGA
7 Penalties by the total number of PAGA Period Pay Periods worked by all
8 Aggrieved Employees during the PAGA Period and (b) multiplying the
9 result by each Aggrieved Employee's Individual PAGA Pay Periods.
10 Aggrieved Employees assume full responsibility and liability for any taxes
11 owed on their Individual PAGA Payment.

12 3.2.4.2. The Settlement Administrator will report the Individual PAGA Payments
13 on IRS 1099 Forms. Individual PAGA Payments to Aggrieved Employees
14 shall be deemed 100% penalties for tax purposes.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1. Aggrieved Employee Data. Within fourteen (14) days after the Court grants the Approval
17 Order and enters Judgment, Defendants will deliver the Aggrieved Employee Data to the
18 Administrator in the form of a Microsoft Excel or similar format spreadsheet. To protect
19 Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved
20 Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this
21 administering payments pursuant to this Agreement and for no other purpose, and restrict
22 access to the Aggrieved Employee Data to Administrator employees who need access to
23 the Aggrieved Employee Data to effect and perform under this Agreement. Defendants
24 have a continuing duty to immediately notify PAGA Counsel if they discover that the
25 Aggrieved Employee Data omitted employee identifying information and to provide
26 corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
27 any extension of the deadline by which Defendants must send the Aggrieved Employee
28 Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,

1 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
2 Aggrieved Employee Data.

3 4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
4 Amount by transmitting the funds to the Administrator no later than sixty-one (61) days
5 after the Court grants the Approval Order and enters Judgment.

6 4.3. Employer's Share of Payroll Taxes. Defendants' share of payroll taxes, if applicable to the
7 Individual PAGA Payments to the Aggrieved Employees, will be paid by Defendants,
8 separate from and in addition to the Gross Settlement Amount.

9 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants
10 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
11 PAGA Payments, the LWDA PAGA Payment, Enhancement Award to the Named
12 Plaintiff, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the
13 PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fee
14 Payment and the PAGA Counsel Litigation Expenses Payment shall not precede
15 disbursement of Individual PAGA Payments.

16 4.4.1. Distribution of Settlement Payments: The Administrator will issue checks for the
17 Individual PAGA Payments and send them to the Aggrieved Employees via First
18 Class U.S. Mail, postage prepaid. The face of each check shall prominently state
19 the date (not less than 180 days after the date of mailing) when the check will be
20 voided. The Administrator will cancel all checks not cashed by the void date.
21 Before mailing any checks, the Settlement Administrator must update the
22 recipients' mailing addresses using the National Change of Address Database.

23 4.4.2. Aggrieved Employee Address Search: The Administrator must conduct an
24 Aggrieved Employee Address Search for all Aggrieved Employees whose checks
25 are returned undelivered without USPS forwarding address. Within seven (7) days
26 of receiving a returned check, the Administrator must re-mail checks to the USPS
27 forwarding address provided or to an address ascertained through the Aggrieved
28 Employee Address Search. The Administrator need not take further steps to deliver

1 checks to Aggrieved Employees whose re-mailed checks are returned as
2 undelivered. The Administrator shall promptly send a replacement check to any
3 Aggrieved Employee whose original check was lost or misplaced, if requested by
4 the Aggrieved Employee prior to the void date.

5 4.4.3. Uncashed Settlement Checks: Any checks issued by the Administrator to
6 Aggrieved Employees will be negotiable for one-hundred eighty (180) calendar
7 days. After one-hundred eighty (180) calendar days from the date of mailing, the
8 checks shall become null and void. For any Aggrieved Employee whose Individual
9 PAGA Payment check is uncashed and cancelled after the void date, the Settlement
10 Administrator shall transmit the funds represented by such checks to the California
11 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee
12 pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.* The
13 Parties agree that this disposition results in no "unpaid residue" under California
14 Civil Procedure Code § 384, as the entire Gross Settlement Amount will be paid
15 out to, whether or not all Aggrieved Employees cash their Individual PAGA
16 Payment checks. Therefore, Defendants will not be required to pay any interest on
17 said amount.

18 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to
19 confer any additional benefits or make any additional payments to the Aggrieved
20 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
21 Agreement.

22 **5. RELEASES OF CLAIMS.** Effective on the date the Court enters the Approval Order and
23 Judgment, Plaintiff, PAGA Counsel, and the Aggrieved Employees will release claims against all
24 Released Parties as follows:

25 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives,
26 agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns
27 generally, release and discharge Released Parties from any and all claims, demands, debts,
28 liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of

1 action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or
2 equitable), rights to subrogation, rights to contribution and remedies of any nature
3 whatsoever, known or unknown, including, but not limited to any actions relating to
4 Plaintiff's employment with Defendants and any of the Released Parties, and/or the
5 conclusion of that employment or any actions relating directly or indirectly to any
6 transaction, affairs, or occurrences between them from the beginning of time and up to the
7 effective date of Plaintiff's release, including, but not limited to all losses, liability,
8 damages, claims, charges, complaints, demands, and causes of action arising directly or
9 indirectly out of or in any way connected with the Action and any claims under: (1) Title
10 VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin
11 discrimination); (2) 42 U.S.C. section 1981 (discrimination); (3) 29 U.S.C. section
12 206(d)(i) (equal pay); (4) the Americans with Disabilities Act; (5) the California Fair and
13 Employment and Housing Act (discrimination including race, color, religion, sex,
14 pregnancy, childbirth, or related medical conditions, gender, gender identity, gender
15 expression, national origin, ancestry, physical disability, mental disability, age, medical
16 condition, genetic information, marital status, military and veteran status, sexual
17 orientation); (6) Title II of the Genetic Information Non-Disclosure Act (genetic
18 information); (7) California Business and Professions Code section 17200 et seq.; (8)
19 California Healthy Workplaces Healthy Families Act of 2014; (9) the California Family
20 Rights Act; (10) the Fair Labor Standards Act; (11) the Family and Medical Leave Act;
21 (12) the Age Discrimination in Employment Act/Older Workers Benefit Protection Act (29
22 U.S.C. sections 621-634); (13) the California Labor Code; (14) the Wage Orders issued by
23 the California Industrial Welfare Commission (wage and hour); (15) other federal, state, or
24 local laws; (16) any class or representative action claims; and (17) any claims for wrongful
25 termination of employment, constructive discharge, retaliation, intentional and/or negligent
26 infliction of emotional distress, discrimination, harassment, hostile working conditions,
27 assault, battery, hostile work environment, retaliation, unsafe working conditions, and/or
28 defamation. In the event Plaintiff becomes a party, representative, or member of any claim

1 against the Released Parties, Plaintiff agrees to waive his right to any monetary award in
2 such an action. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
3 actions to enforce this Agreement, or to any claims for vested benefits, unemployment
4 benefits, disability benefits, social security benefits, or workers' compensation benefits that
5 arose at any time.

6 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
7 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
8 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
9 which reads:

10 **A general release does not extend to claims that the creditor or**
11 **releasing party does not know or suspect to exist in his or her favor**
12 **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.

13 5.2. Release by Aggrieved Employees:

14 All Aggrieved Employees are deemed to release, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators,
16 successors, and assigns, the Released Parties from all claims under the Private Attorneys
17 General Act of 2004, California Labor Code sections 2698-2699.8, that were alleged, or
18 reasonably could have been alleged, based on the facts alleged in the Operative Complaint
19 and the PAGA Notice, during the PAGA Period. The release will be limited to claims
20 arising out of Aggrieved Employees' work at the Capital Corrugated LLC facility. There
21 will be no right for Aggrieved Employees to opt out.

22 5.3. Release by PAGA Counsel:

23 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
24 successors and assigns the Released Parties from all claims for PAGA Fees incurred in
25 connection with the Operative Complaint and the facts stated in the Operative Complaint
26 and the PAGA Notice.

27 5.4. Dismissal of Action:

28 Plaintiff will effectuate a dismissal of the entire Action with prejudice.

1 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree
2 to jointly prepare and file an application or motion for approval of this Agreement.

3 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
4 documents necessary for obtaining approval of this Agreement under Labor Code Section
5 2699, subd. (f)(2)) including (i) a draft motion for approval of this Agreement; (ii) a draft
6 proposed Order and Judgment Granting Approval of PAGA Settlement that comports with
7 the terms of this Agreement; and (iii) the Administrator's "not to exceed" bid for
8 administering the Settlement.

9 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
10 responsible for expeditiously finalizing and filing the application or motion for approval of
11 this Agreement and, if necessary, obtaining a prompt hearing date for the motion and
12 appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for
13 delivering the Court's Approval Order and Judgment to the Administrator.

14 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for
15 approval of this Agreement and/or the supporting declarations and documents, PAGA
16 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
17 meeting in person or by telephone, and in good faith, to resolve the disagreement. If the
18 Court does not grant the motion for approval of this Agreement or conditions its approval
19 on any material change to this Agreement, PAGA Counsel and Defense Counsel will
20 expeditiously work together on behalf of the Parties by meeting in person or by telephone,
21 and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

22 **7. SETTLEMENT ADMINISTRATION.**

23 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
24 Administration Solutions to serve as the Administrator and verified that, as a condition of
25 appointment, Phoenix Class Action Administration Solutions agrees to be bound by this
26 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
27 exchange for payment of Administration Expenses. The Parties and their Counsel
28 represent that they have no interest or relationship, financial or otherwise, with the

1 Administrator other than a professional relationship arising out of prior experiences
2 administering settlements.

3 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
4 Identification Number for purposes of calculating payroll tax withholdings and providing
5 reports to state and federal tax authorities.

6 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
7 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
8 section 468B-1.

9 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
10 performed or observed by the Administrator contained in this Agreement or otherwise,
11 including preparing a declaration regarding final distribution if ordered by the Court.

12 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

13 Based on their records, Defendants estimate that, as of January 29, 2023, there are 6,668 pay
14 periods during the PAGA Period. If the number of pay periods is more than 10% above the original
15 estimate of 6,668 (i.e., 7,335 or more), the Gross Settlement Amount shall be increased pro rata per
16 additional pay period that exceeds 10% above the original estimate of 6,668.

17 **9. CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry
18 of Judgment, the Court will retain jurisdiction over the Parties and Action solely for purposes of (i)
19 enforcing this Agreement, Approval Order, and Judgment, (ii) addressing settlement
20 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

21 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
22 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
23 PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel
24 waive all rights to appeal from the Judgment, including all rights to post-judgment and
25 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
26 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
27 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
28 Parties' obligations to perform under this Agreement will be suspended until such time as

the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Agreement only. If, for any reason, the Court does not approve this Agreement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together shall constitute the entire agreement between the Parties relating to the agreement to settle this Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Agreement by, among other things, implementing non-material modifications to the Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event

1 the Parties are unable to agree upon the form or content of any document necessary to
2 implement the Agreement, or on any modification of the Agreement that may become
3 necessary to implement its terms, the Parties will seek the assistance of a mediator and/or
4 the Court for resolution.

5 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
6 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity and portion of any liability, claim, demand, action, cause
8 of action, or right released and discharged by the Party in this Agreement.

9 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are
10 providing any advice regarding taxes or taxability, nor shall anything in this Agreement be
11 relied upon as such within the meaning of United States Treasury Department Circular 230
12 (31 CFR Part 10, as amended) or otherwise.

13 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
14 modified, changed, or waived only by an express written instrument signed by all Parties
15 or their representatives, and approved by the Court.

16 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
17 benefit of, the successors of each of the Parties.

18 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
19 governed by and interpreted according to the internal laws of the state of California,
20 without regard to conflict of law principles.

21 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
22 this Agreement. This Agreement will not be construed against any Party on the basis that
23 the Party was the drafter or participated in the drafting.

24 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
25 during Action and in this Agreement relating to the confidentiality of information shall
26 survive the execution of this Agreement.

27 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
28 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data

provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Agreement, may be used only with respect to this Agreement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all funds from the Gross Settlement Amount, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of funds from the Gross Settlement Amount, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Julie Sohyun Oh (SBN 341157)
MOON & YANG, APC
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E-mail: julie.oh@moonyanglaw.com

To Defendants:

Susan M. Steward, State Bar No. 224805
Kieran D. Hartley, State Bar No. 301947
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A Professional Law Corporation
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364
Telephone: (562) 653-3200
Fax: (562) 653-3333
E-mail: SSteward@aalrr.com
E-mail: Kieran.Hartley@aalrr.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period between when this Agreement is executed and the Court's Judgment becomes final.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

1 **Plaintiff:**

2 Dated: 3/20/2023

By: _____

Alex John Butts

DocuSigned by:

Alex Butts

D1AEF201610B4C4...

4 **Plaintiff's Counsel:**

5 Dated: 03/20/2023

MOON & YANG, APC

By: _____

Kane Moon
Allen Feghali
Julie Sohyun Oh

Attorneys for Plaintiff

11 **Defendant:**

12 Dated:

Golden West Packaging Group LLC,

By: _____

Print Name

Signature

Title

19 **Defendant:**

20 Dated:

Capital Corrugated LLC

By: _____

Print Name

Signature

Title

1 **Plaintiff:**

2 Dated:

By: _____
Alex John Butts

4 **Plaintiff's Counsel:**

5 Dated:

MOON & YANG, APC

6
7 By: _____
Kane Moon
Allen Feghali
8 Julie Sohyun Oh
9 Attorneys for Plaintiff

11 **Defendant:**

12 Dated: April 4, 2023

Golden West Packaging Group LLC,

13
14 By: CORDELL B. SUREMEY
Print Name

15
16 
Signature

17
18 CFO
Title

19 **Defendant:**

20 Dated: April 4, 2023

Capital Corrugated LLC

21
22 By: CORDELL B. SUREMEY
Print Name

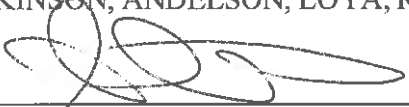
23
24 
Signature

25
26 CFO
Title

1 **Defendants' Counsel:**

2 Dated: *April 4, 2023*

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

3
4 By: 

Susan M. Steward
Kieran D. Hartley
Attorneys for Defendants Golden West
Packaging Group LLC and Capital Corrugated
LLC