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GREEN BAY PACKAGING, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO – SAN BERNARDINO DISTRICT**

STEVEN SANTOS, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved
employee pursuant to the Private Attorneys
General Act (“PAGA”),

Plaintiff,

vs.

GREEN BAY PACKAGING, INC., a
Wisconsin corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVDS 1601404

[Assigned for all purposes to the Honorable
David S. Cohn, Dept. S26]

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

[Complaint filed: February 1, 2016]

1 IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff STEVEN
2 SANTOS and the Class (as defined below), on the one hand, and Defendant/Cross-Defendant
3 GREEN BAY PACKAGING, INC., on the other, subject to the approval of the Court, that the
4 settlement of this action shall be effectuated upon and subject to the following terms and
5 conditions.

6
7 **A. DEFINITIONS**

8 As used in this Joint Stipulation of Settlement of Class Action ("Joint Stipulation"), the
9 following terms shall have the meanings specified below. To the extent terms or phrases used in
10 this Joint Stipulation are not specifically defined below, but are defined elsewhere in the Joint
11 Stipulation, they are incorporated by reference into this definition section.

12 "Action" or "Lawsuit" shall mean the above-entitled case venued in the Superior Court of
13 California for the County of San Bernardino, San Bernardino District, Civil Division.

14 "Agreement," "Stipulation," "Joint Stipulation," "Stipulation of Settlement," "Settlement
15 Agreement," or "Stipulation and Agreement" shall mean this Joint Stipulation, including any
16 attached exhibits.

17 "Class" shall mean all non-exempt employees who worked for Defendant Green Bay
18 Packaging, Inc., whether as a Direct Hire (defined below) or Temporary Employee (defined
19 below), at any time between February 1, 2012 and the date of preliminary approval.

20 "Class Counsel" shall mean Aequitas Legal Group, A Professional Law Corporation,
21 located at 1156 E. Green Street, Suite 200, Pasadena, California 91106.

22 "Class Member" or "Settlement Class Member" or "Settlement Class" shall mean any
23 person who is a member of the Class or, if such person is incompetent or deceased, the person's
24 legal guardian, executor, heir or successor in interest.

25 "Class Notice" shall mean the Notice of Class Action Settlement, as set forth in the form
26 of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to
27 Class Members as part of the Notice Packet (defined below).

28 "Class Participant(s)" shall mean any and all Class Members except those who timely

request exclusion (i.e., who elect to “opt out”) as provided herein.

“Class Period” is February 1, 2012 to the date of preliminary approval of this settlement.

“Class Representative” and “Named Plaintiff” shall mean Plaintiff STEVEN SANTOS.

“Class Settlement” or “Settlement” shall mean the settlement embodied in this Joint Stipulation, which is subject to Court approval.

“Complaint” shall mean the Complaint in the above-entitled case.

“Court” shall mean the Superior Court of California for the County of San Bernardino, San Bernardino District, Civil Division.

“Direct Hire(s)” shall refer to the non-exempt employees who were employed and paid by Defendant.

“Defendant” shall mean Green Bay Packaging, Inc.

“Defendant’s counsel” or “Counsel for Defendant” shall mean the Law Office of Martin Deutsch, located at 720 University Avenue 250B, Los Gatos, California 95032.

“Effective Date” shall mean the date of final approval if no objections are made to the Settlement, or if objections are made but resolved before final approval of the Settlement. If objections are made but not resolved before final approval, then the Effective Date is when the time for appeal has expired following final approval by the Court. Or, if an appeal is filed, the Effective Date is the date when the appeal is fully resolved.

“Final Approval Date” shall mean the date upon which the Court enters an Order approving the Class Settlement, after having determined that the Class Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) notice to the Class; (ii) an opportunity to submit timely exclusion or objections to the Settlement; and (iii) a hearing on the fairness of the terms of the Settlement.

“Final Approval Hearing” shall mean the final hearing held by the Court to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

“Individual Settlement Payment” shall mean the amount to be, and which is, distributed to any and each Class Participant, based on a ratio of the Class Participant’s Individual Workweeks to the Total Workweeks. The Individual Settlement Payment will be calculated by dividing the

1 Class Participant's Individual Workweeks by the Total Workweeks and multiplying by the Net
2 Settlement Amount. A portion of this resulting amount will be subject to tax withholdings.

3 "Individual Workweeks" shall mean all the workweeks during the Class Period that a Class
4 Member actually worked in California for Defendant during the Class Period.

5 "LWDA" means the California Labor and Workforce Development Agency.

6 "Net Settlement Amount" means the Total Settlement Amount less the Settlement
7 Administrator's expenses, Class Representative's service payment, payment to LWDA and Class
8 Counsel's attorneys' fees and costs.

9 "Notice Packet" shall mean the Notice of Class Action Settlement and Opt-Out Form,
10 collectively, to be issued in both English and Spanish.

11 "Opt-Out(s)" shall mean any and all persons who timely and validly request exclusion
12 from the Class in accordance with the terms of the Class Notice.

13 "Opt-Out Form" or "Exclusion Form" shall mean the Opt-Out Form, as set forth in the
14 form of **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be mailed to
15 Class Members as part of the Notice Packet.

16 "Parties" shall mean Plaintiff/Class Representative and Defendant.

17 "Preliminary Approval" means the Court Order preliminarily approving this Joint
18 Stipulation.

19 "Preliminary Approval Date" means the date upon which the Court preliminarily approves
20 this Stipulation, pending notice, an opportunity to submit objections, and a fairness hearing
21 thereon.

22 "Preliminary Approval Hearing" shall mean the hearing held on the motion for preliminary
23 approval of the Class Settlement.

24 "Released Claims" means any and all claims that were asserted in the Complaint, or which
25 could have been asserted based on the facts alleged in the Complaint, including claims for alleged
26 unpaid regular and overtime wages, claims for failure to provide compliant meal and rest periods
27 or pay premium compensation in lieu thereof, claims for failure to pay wages timely upon
28 termination, claims for failure to provide accurate, itemized wage statements, and claims for

1 restitution under the California Business & Professions Code § 17200, *et seq.*

2 “Released Parties” shall mean Defendant and any of its former and present parents,
3 subsidiaries, affiliates (including all of the staffing companies that provided Temporary
4 Employees (defined below) to Defendant during the Class Period), and its officers, directors,
5 employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or
6 legal representatives.

7 “Service Payment” shall mean any additional monetary payment provided to the Class
8 Representative for his efforts on behalf of the Class in this Action.

9 “Settlement Administrator” shall mean the company known as Phoenix Settlement
10 Administrators, which the Parties have agreed will be responsible for administration of the
11 Settlement and related matters.

12 “Settlement Administrator’s Expenses” means all costs and expenses relating to the
13 administration of the Settlement, including without limitation, mailing of Notice Packets,
14 accounting for Opt-Outs and objections, calculation and determination of payments and
15 percentages, accounting and maintenance of Settlement Fund Account (defined below).

16 “Settlement Fund Account” shall mean the bank account established pursuant to the terms
17 of this Joint Stipulation from which all monies payable under the terms of this Stipulation shall be
18 paid, as set forth herein.

19 “Settling Parties” shall mean Plaintiff/Class Representative, the Class and Defendant.

20 “Temporary Employee(s)” shall mean those non-exempt workers who were provided to
21 Defendant by staffing companies and worked at Defendant’s warehouse in California.

22 “Total Settlement Amount” or “Total Settlement Payment” shall mean the total amount
23 that Defendant will pay to resolve this Action, based on the aggregation of the agreed-upon
24 settlement value of individual claims, which is One Million Seven Hundred Twenty Five
25 Thousand Dollars (\$1,725,000), which includes the Settlement Administrator’s expenses, Class
26 Representative’s service payment, payment to the LWDA and Class Counsel’s attorneys’ fees and
27 costs. As is customary in class action settlements, Defendant will pay its share of applicable
28 employer-side payroll taxes on the wages portion of the Settlement payments separately, outside

1 of this Settlement.

2 “Total Workweeks” shall mean the total number of workweeks worked by Class Members
3 during the Class Period according to Defendant’s payroll records.

4
5 **B. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

6 **1. Investigation, Discovery and Research**

7 Class Counsel has conducted investigation, discovery and research during the prosecution
8 of the Action. Such efforts included, among other things: (a) conducting a thorough pre-filing
9 investigation; (b) propounding a comprehensive set of written discovery requests; (c) inspecting
10 and analyzing data and documents produced by Defendant pertaining to Plaintiff and the putative
11 class members; (d) interviewing putative class members; (e) analyzing the legal positions taken by
12 Defendant; (f) preparing an analysis of potential class-wide damages and constructing a damages
13 model; and (g) researching the applicable law with respect to the claims asserted in this Action and
14 the potential defenses thereto. Thus, the Parties have engaged in sufficient investigation,
15 discovery and research to assess the relative merits of the claims of the Class Representative and
16 of Defendant’s defenses to them.

17 **2. Allegations of the Class Representative and Benefits of Settlement**

18 The investigation and discovery conducted in this matter were adequate to give the Class
19 Representative and Class Counsel a sound understanding of the merits of their position and to
20 evaluate the worth of the claims of the Class. This Settlement was reached after arm’s-length
21 bargaining by the Parties with the assistance of an experienced mediator, and after Class Counsel
22 thoroughly reviewed all relevant evidence. The information obtained from investigation and
23 discovery as well as information exchanged for mediation was sufficient to assess reliably the
24 merits of the respective Parties’ positions and to compromise the issues on a fair and equitable
25 basis.

26 The Class Representative and Class Counsel believe that the causes, allegations and
27 contentions asserted in the Action have merit. However, they recognize and acknowledge the
28 expense and delay of continued lengthy proceedings necessary to prosecute the Action against

1 Defendant through trial and through appeals. Class Counsel has taken into account the uncertain
2 outcome and the risk of any litigation, the risk of continued litigation in complex actions such as
3 this, as well as the difficulties and delays inherent in such litigation, and the potential difficulty
4 maintaining the Action as a class action. Class Counsel is also mindful of the inherent problems
5 of proof under, and possible defenses to, the claims alleged in the Action. Class Counsel believes
6 that the Settlement set forth in this Joint Stipulation confers substantial benefits upon the Class
7 Participants and each of the members of the Class, and that an independent review of this Joint
8 Stipulation of Settlement by the Court in the approval process will confirm this conclusion. Based
9 on their own independent investigation and evaluation, Class Counsel has determined that the
10 Settlement set forth in the Stipulation is in the best interest of the Class Representative and the
11 members of the Settlement Class.

12 **3. Defendant's Denial of Wrongdoing and Benefits of Settlement**

13 Defendant has denied and continues to deny generally each and all of the claims and
14 contentions alleged by the Class Representative in the Action. Defendant has expressly denied
15 and continues to deny all charges of wrongdoing or liability against its arising out of any of the
16 conduct, statements, acts or omissions alleged in the Action. Nonetheless, Defendant has
17 concluded that the further litigation of the Action would be protracted and expensive, and
18 determined that it is desirable that the Action be fully and finally settled in the manner and upon
19 the terms and conditions set forth in this Joint Stipulation in order to limit further expense,
20 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
21 the operation of Defendant's business without further expensive litigation and the distraction and
22 diversion of its personnel with respect to matters at issue in the Action. Defendant has also taken
23 into account the uncertainty and risks inherent in any litigation, especially in a complex case such
24 as the Action. Defendant has, therefore, determined that it is desirable and beneficial that the
25 Action be settled in the manner and upon the terms and conditions set forth in this Joint
26 Stipulation.

27 **4. Intent of the Settlement**

28 The Class Settlement set forth herein intends to achieve the following: (1) entry of an

1 Order approving the Class Settlement and granting the monetary relief set forth in this Joint
2 Stipulation to the Class Participants; (2) entry of judgment; and (3) discharge of Released Parties
3 from liability for any and all of the Released Claims.

4
5 **C. PROCEDURAL ISSUES**

6 **1. Preliminary Approval**

7 Class Counsel will submit this Joint Stipulation to the Court along with the Motion for
8 Preliminary Approval of Class Action Settlement.

9 **2. Settlement Administrator**

10 The third-party company known as Phoenix Settlement Administrators will act as the
11 Settlement Administrator. The Settlement Administrator will mail the Notice Packet to Class
12 Members; perform calculations concerning Individual Settlement Payments; handle inquiries from
13 Class Members; review and process Opt-Out Forms (if any) and objections (if any); resolve any
14 differences between Defendant's payroll records and information provided by Class Participants;
15 distribute payments to Class Participants; and any other issues related to the Settlement
16 administration.

17 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
18 Defendant's counsel updating them as to the number of Opt-Out Forms as well as any disputes or
19 objections submitted by Settlement Class Members. The Settlement Administrator will serve on
20 Class Counsel and Defendant's counsel via e-mail date-stamped copies of the original Opt-Out
21 Forms, challenges and objections no later than five (5) court days after their receipt. The
22 Settlement Administrator will provide Class Counsel with a declaration setting forth the results of
23 the settlement administration no later than five (5) court days after the end of the Opt-Out period.

24 All fees and costs of the Settlement Administrator for administration of the Settlement
25 shall be paid from the Total Settlement Amount.

26 **3. Notice to Class Members**

27 Notice shall be provided to Class Members in the following manner:

28 Within five (5) court days of Preliminary Approval of the Settlement, Defendant shall

1 provide the Settlement Administrator with the names, most current mailing address and telephone
2 number, social security number, and the respective Individual Workweeks that each Class Member
3 worked during the Class Period in a readable MS Excel spreadsheet (collectively “Class List and
4 Data”).

5 Within ten (10) court days after receipt of the Class List and Data, the Settlement
6 Administrator shall mail the Notice Packet to the Class Members via first-class regular U.S. mail.
7 Prior to mailing, the Settlement Administrator will perform a search based on the National Change
8 of Address Database information to update and correct for any known or identifiable address
9 changes. It will be conclusively presumed that if an envelope containing the Class Notice has not
10 been returned before the end of the 45-day opt-out period that the Class Member received the
11 Notice. If a new address is obtained by a way of a returned Notice Packet, then the Settlement
12 Administrator shall promptly forward the original Notice Packet to the updated address via first-
13 class regular U.S. mail indicating on the original Notice Packet the date of such re-mailing.
14 Where a Notice Packet is returned as undeliverable, without a forwarding address, the Settlement
15 Administrator will perform a computer/SSN and “skiptrace” search to obtain an updated address
16 within three (3) court days of receiving the notice from the U.S. Post Office. If a new address is
17 obtained by a way of a returned Notice Packet or skiptrace, then the Settlement Administrator
18 shall promptly forward the original Notice Packet (no later than 3 court days of receiving the
19 undeliverable notice or obtaining the skiptrace results) to the new address via first-class regular
20 U.S. mail. Those Class Members who were re-mailed the Notice Packet will be given additional
21 15 calendar days after the 45-day deadline. The Parties agree to cooperate with the Settlement
22 Administrator to locate a more recent address for Class Members, where necessary.

23 The Notice will include, but shall not be limited to: information regarding the nature of the
24 Lawsuit; a summary of the substance of the Settlement; the Class definition; a description of the
25 Settlement administration, procedure and the deadline for submitting Opt-Out Forms and
26 objections; the date for the Final Approval Hearing; and the formula used to calculate Individual
27 Settlement Payments. The Notice shall also include the time period during which the Class
28 Member worked during the Class Period (according to Defendant’s payroll records) and the Class

1 Member's estimated Individual Settlement Payment, and shall afford the Class Member the
2 opportunity to challenge the number Individual Workweeks reflected in Defendant's payroll
3 records, and to provide evidence supporting any such challenge. An Opt-Out Form shall allow the
4 Class Members to elect exclusion from the Class Settlement.

5 **4. Submission of Claim Form Unnecessary to Participate in Settlement**

6 Unless the Class Member submits a valid and timely Opt-Out Form to the Settlement
7 Administrator by not later than forty-five (45) calendar days after the Notice Packet was first
8 mailed, the Class Member will automatically be mailed a check for his or her pro rata share of the
9 Settlement payment. If a Class Member does not want to participate in this Settlement and wants
10 to avoid being bound by the Settlement terms, a Class Member must sign his or her Opt-Out Form
11 and submit it to the Settlement Administrator by not later than forty-five (45) calendar days after
12 the Notice Packet was first mailed. In order to object to the Settlement, a Class Member must
13 send his or her written objection to the Settlement Administrator not later than forty-five (45)
14 calendar days after the Notice Packet was first mailed.

15 **5. Reminder of Opt-Out & Objection Deadlines**

16 Not more than 30 days nor fewer than 25 days after mailing of the original Notice Packet,
17 the Settlement Administrator shall mail one reminder postcard which shall include the estimated
18 Individual Settlement Payment as well as contact information for the Parties' counsel and the
19 Settlement Administrator, to all Class Members who have not yet submitted an Opt-Out Form, to
20 remind them of the deadline. The postcard shall be mailed to such Class Members via first-class
21 regular U.S. Mail, using the most current mailing address information then available for the Class
22 Members.

23
24 **D. SETTLEMENT TERMS**

25 **1. The Settlement Class**

26 For the purposes of this Joint Stipulation, the Settlement Class to be conditionally certified
27 shall consist of all non-exempt employees who worked for Defendant, whether as a Direct Hire or
28 Temporary Employee, at any time between February 1, 2012 and the date of preliminary approval.

1 **2. Total Settlement Amount**

2 The Total Settlement Amount that Defendant will pay to resolve this Action, based on the
3 aggregation of the agreed-upon settlement value of individual claims, is One Million Seven
4 Hundred Twenty Five Thousand Dollars (\$1,725,000), which includes the Settlement
5 Administrator's expenses, Class Representative's service payment, payment to LWDA, and Class
6 Counsel's attorneys' fees and costs. Defendant will pay the applicable employer-side payroll
7 taxes on the wage portion of the settlement payments separately, outside of this Settlement

8 **3. Payment to Labor Workforce Development Agency**

9 The Parties agree to allocate \$30,000 to the settlement of the Labor Code § 2699, *et seq.*
10 claims. Pursuant to Labor Code Section 2699(i), 75% of that amount (\$22,500) will be paid to the
11 LWDA within 10 court days of Final Approval. The remaining 25% (\$7,500) will remain part of
12 the Net Settlement Amount.

13 **4. Class Representative Service Payment**

14 Defendant will not oppose Plaintiff's application to the Court for the Class Representative
15 to receive \$15,000 to be paid out of the Total Settlement Amount. To the extent the Court
16 approves less than the requested amount of the Class Representative Service Payment, the
17 difference between the requested and awarded amounts will added to the amount to be distributed
18 to the Settlement Class members. When the Court grants final approval of this proposed class
19 action settlement, Plaintiff (and Plaintiff alone) will be deemed to have given a general release of
20 all known and unknown claims by having executed this Joint Stipulation, including a waiver of
21 Civil Code § 1542 (which provides as follows: "A general release does not extend to claims which
22 the creditor does not know or suspect to exist in his or her favor at the time of executing the
23 release, which if known by him or her must have materially affected his or her settlement with the
24 debtor."), but not including any pending claims for workers' compensation benefits he may have
25 against Defendant, and its respective and former parents, subsidiaries and affiliated corporations or
26 entities. Any Class Representative Service Payment approved by the Court shall be paid to the
27 Class Representative from the Total Settlement Amount, and shall be in addition to any
28 distribution to which he may otherwise be entitled as a Class Participant. The Class

Representative Service Payment shall not be considered wages, and Settlement Administrator shall issue the Class Representative a Form 1099 reflecting such payment.

5. Class Counsel's Attorneys' Fees and Costs

Defendant will not oppose Plaintiff's application to the Court for attorneys' fees for one-third of the Total Settlement Payment (\$575,000) and litigation costs not to exceed \$30,000. Class Counsel's fees and costs approved by the Court shall encompass: (a) all work performed and costs incurred by Class Counsel in representing Plaintiff and the putative class through the date of this Joint Stipulation; (b) all work to be performed and costs to be incurred in connection with approval by the Court of this Joint Stipulation; and (c) all work and costs, if any, incurred in connection with administering the Settlement through the conclusion of the Action.

To the extent the Court approves less than the requested amount of Class Counsel's fees and costs, the difference between the requested and awarded amounts will added to the amount to be distributed to the Class Participants. Defendant shall bear its own attorneys' fees and costs incurred for the Action.

6. Class Participant Distribution Formula

After deducting for the amounts for Settlement Administrator's fees, Class Representative service payment, payment to LWDA, and Class Counsel's awarded attorneys' fees and costs, the balance of the Total Settlement Payment (the "Net Settlement Amount") will be distributed as follows:

(a) "Total Workweeks" will be the total number of workweeks worked by all Class Participants during the Class Period according to Defendant's payroll records. "Individual Workweeks" will be the total number of workweeks worked by each individual Class Participant during the Class Period, according to Defendant's payroll records. If Defendant's payroll records reflect that a Class Participant worked any amount of time during a Workweek, that Workweek will be counted as a workweek for purposes of calculating the Total Workweeks and the Individual Workweeks for the particular Class Participant.

(b) Each Class Participant's "Individual Settlement Payment" will be based on a ratio

1 of the Class Participant's Individual Workweeks to the Total Workweeks. The
2 Individual Settlement Payment will be calculated by dividing the Class
3 Participant's Individual Workweeks by the Total Workweeks and multiplying by
4 the Net Settlement Amount. A portion of this resulting amount will be subject to
5 tax withholdings, as described below.

6 **7. Non-Reversionary Settlement**

7 The Parties agree that no part of the Total Settlement Amount will revert back to
8 Defendant. Class Participants shall have one-hundred eighty (180) calendar days to deposit or
9 otherwise cash their settlement checks. This 180-day period will be counted from the postmark
10 date of the checks' mailing to Class Participants by the Settlement Administrator. As to the funds
11 that remain in the Settlement Fund Account after 180 days due to Class Participants' failure to
12 deposit or cash their settlement checks, those funds will be sent to State of California's Unclaimed
13 Property Fund in the Class Participants' names. All class Individual Settlement Payments will be
14 allocated as follows: 20% to settlement of wage claims, 30% to settlement of claims for interest,
15 and 50% to settlement of claims for statutory penalties.

16 **8. Release of Claims by Class Participants**

17 Upon approval of the settlement at the Final Approval Hearing, each Class Participant
18 shall release and discharge the Released Parties (i.e., Defendant and any of its former and present
19 parents, subsidiaries, affiliates (including all of the staffing companies that provided Temporary
20 Employees to Defendant during the Class Period), and its officers, directors, employees, partners,
21 shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives,
22 from Released Claims, which are any and all claims that were asserted in the Complaint, or which
23 could have been asserted based on the facts alleged in the Complaint, including claims for alleged
24 unpaid regular and overtime/double time wages, claims for failure to provide meal and rest periods
25 or pay premium compensation in lieu thereof, claims for failure to pay wages timely upon
26 termination, claims for failure to provide accurate, itemized wage statements, and claims for
27 restitution under the California Business & Professions Code § 17200 *et seq.* Each Class
28 Participant understands that he/she knowingly waives any and all claims, rights, or benefits

1 afforded by Civil Code § 1542, which provides, as follows: “A general release does not extend to
2 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
3 the time of executing the release and that, if known by him or her, would have materially affected
4 his or her settlement with the debtor or released party.” This Civil Code § 1542 waiver applies
5 only to the Release Claims, as defined in this Joint Stipulation, and not to any other claims.

6 **9. Cross-Complaint Filed by Defendant**

7 Upon approval of the settlement at the Final Approval Hearing, Defendant’s cross-
8 complaint filed on March 21, 2018 will be deemed dismissed in its entirety with prejudice against
9 any and all named cross-defendants.

10
11 **E. NULLIFICATION OF THE JOINT STIPULATION**

12 If (a) the Court should for any reason fail to approve this Settlement in the form agreed to
13 by the Parties, or (b) the Court should for any reason fail to enter a judgment in the Action, or
14 (c) the judgment is reversed, modified or declared or rendered void, then this Settlement shall be
15 considered null and void, and neither this Settlement, nor any of the related negotiations or
16 proceedings, shall be of any force or effect, and all Parties to this Settlement shall stand in the
17 same position, without prejudice, as if the Settlement had been neither entered into nor filed with
18 the Court. Invalidation of any material portion of this settlement shall invalidate this Settlement in
19 its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of
20 the Settlement are to remain in full force and effect.

21
22 **F. FINAL APPROVAL HEARING**

23 At the Final Approval Hearing, Class Participants shall move the Court for an order finally
24 approving the terms of the Joint Stipulation, certifying the Class for settlement purposes only,
25 finding the terms of the Joint Stipulation as being fair, reasonable and adequate to the Class
26 Participants. Class Counsel and Defendant’s Counsel shall submit to the Court such pleading
27 and/or evidence as may be required for the Court’s determination.

28 ///

1 **G. DUTIES OF THE PARTIES**

2 **1. Mutual Full Cooperation**

3 The Parties agree to cooperate fully with each other to accomplish and implement the
4 terms of this Joint Stipulation. Such cooperation shall include, but not be limited to, execution of
5 such other documents and the taking of such other actions as may reasonably be necessary to
6 fulfill the terms of this Joint Stipulation. The Parties shall use their best efforts, including all
7 efforts contemplated by this Joint Stipulation and any other efforts that may become necessary by
8 Court Order, or otherwise, to effectuate this Joint Stipulation and the terms set forth herein. As
9 soon as practicable after execution of this Joint Stipulation, Class Counsel with the cooperation of
10 Defendant and its counsel, shall take all necessary and reasonable steps to secure the Court's Final
11 Approval of the terms of this Joint Stipulation.

12 **2. Duty to Support and Defend the Settlement**

13 The Parties agree that the terms of the Joint Stipulation are fair and reasonable and will so
14 represent to the Court. In addition, the mediator may, at his discretion, execute a declaration
15 supporting the Settlement and the reasonableness of this Settlement, and the Court may, in its
16 discretion, contact the mediator to discuss the Settlement and whether or not the Settlement is fair
17 and reasonable. The Parties hereto agree to abide by all of the terms of the Joint Stipulation in
18 good faith and to support the Settlement fully, and to use their best efforts to defend this
19 Settlement from any legal challenge, whether by appeal or collateral attack.
20

21 **H. MISCELLANEOUS PROVISIONS**

22 **1. Waiver of Appeals**

23 The Parties and Class Participants agree to waive appeals and to stipulate to class
24 certification for purposes of implementing this Settlement only, provided, however, that Plaintiff
25 and Class Counsel can appeal any reduction by the Court of the requested attorneys' fees and
26 costs.

27 **2. Construction**

28 The Parties hereto agree that the terms and conditions of this Joint Stipulation are the result

1 of lengthy, intensive, arm's-length negotiations between the Parties, and that this Joint Stipulation
2 is not to be construed in favor of or against any party by reason of the extent to which any party or
3 its counsel participated in its drafting.

4 **3. Choice of Law**

5 This Joint Stipulation is intended to and shall be governed by the laws of the State of
6 California, without regard to conflicts of law principles.

7 **4. Captions and Interpretations**

8 Paragraph titles or captions contained herein are inserted as a matter of convenience and
9 for reference only, and in no way define, limit, extend, or describe the scope of this Joint
10 Stipulation or any provision thereof.

11 **5. Modification**

12 This Joint Stipulation may not be changed, altered, or modified, except in writing signed
13 by the Parties hereto and approved by the Court. This Joint Stipulation may not be discharged
14 except by performance in accordance with its terms or by a writing signed by the Parties hereto.

15 **6. Integration Clause**

16 This Joint Stipulation contains the entire agreement between the Parties relating to the
17 Settlement of the Action and the transactions contemplated thereby, and all prior or
18 contemporaneous agreements, understandings, representations, and statements, whether oral or
19 written, and whether by a party or such party's legal counsel, are merged herein. No rights under
20 this Joint Stipulation may be waived except in writing.

21 **7. Successors and Assigns**

22 This Joint Stipulation shall be binding upon and inure to the benefit of the Parties hereto
23 and their respective heirs, trustees, executors, administrators, successors, and assigns.

24 **8. Class Counsel Signatories**

25 Because the Members of the Class are so numerous, the Parties agree that it is impossible
26 or impractical to have each Class Participant sign this Joint Stipulation. Thus, it is agreed that, for
27 purposes of seeking approval of the Class Settlement, this Joint Stipulation may be executed on
28 behalf of the Class by the Class Representative and Class Counsel.

1 **9. Corporate Signatories**

2 Any person executing this Joint Stipulation or any such related document on behalf of a
3 corporate signatory hereby warrants and promises, for the benefit of all parties hereto, that such
4 person has been duly authorized by such corporation to execute this Joint Stipulation or any such
5 related document.

6 **10. Execution in Counterparts**

7 This Joint Stipulation shall become effective upon its execution by all of the undersigned.
8 The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts shall
9 have the same force and effect as if all Parties had signed the same instrument.

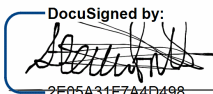
10
11 DEFENDANT/CROSS-COMPLAINANT GREEN
12 BAY PACKAGING, INC.

13 Dated: March __, 2020

14 By: 
15 Print Name: Adam G. Winters
16 Title: Sr. Vice President & General Counsel

17 PLAINTIFF/CLASS REPRESENTATIVE

18 Dated: April ^{4/2/2020} __, 2020

19 By: 
20 DocuSigned by:
21 2E05A31F7A4D498...
22 STEVEN SANTOS

23 **APPROVED AS TO FORM**

24 LAW OFFICE OF MARTIN DEUTSCH

25 Dated: March __, 2020

26 By: _____
27 MARTIN DEUTSCH
28 SOSAN AKBAR
 Attorneys for Defendant/Cross-Complainant
 GREEN BAY PACKAGING, INC.

1 **9. Corporate Signatories**

2 Any person executing this Joint Stipulation or any such related document on behalf of a
3 corporate signatory hereby warrants and promises, for the benefit of all parties hereto, that such
4 person has been duly authorized by such corporation to execute this Joint Stipulation or any such
5 related document.

6 **10. Execution in Counterparts**

7 This Joint Stipulation shall become effective upon its execution by all of the undersigned.
8 The Parties may execute this Joint Stipulation in counterparts, and execution of counterparts shall
9 have the same force and effect as if all Parties had signed the same instrument.

10
11 DEFENDANT/CROSS-COMPLAINANT GREEN
12 BAY PACKAGING, INC.

13 Dated: March __, 2020

By: _____
Print Name:
Title:

14
15
16 PLAINTIFF/CLASS REPRESENTATIVE

17
18 Dated: March __, 2020

By: _____
STEVEN SANTOS

19
20
21 **APPROVED AS TO FORM**

22 LAW OFFICE OF MARTIN DEUTSCH

23
24 Dated: March __, 2020

25 E  _____
MARTIN DEUTSCH
SOSAN AKBAR
Attorneys for Defendant/Cross-Complainant
GREEN BAY PACKAGING, INC.

AEQUITAS LEGAL GROUP

Dated: April 2, 2020

By: _____



RONALD H. BAE

OLIVIA D. SCHARRER

Attorneys for Plaintiff STEVEN SANTOS