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RODOLFO GUTIERREZ

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

RODOLFO GUTIERREZ, as an individual on behalf of himself and on behalf of all others similarly situated,

Plaintiff,

v.

INTERNATIONAL PAPER COMPANY, a New York corporation,

Defendants.

Case No.: 2:22-cv-08460-JFW-RAO

Removed from Los Angeles Superior Court, Case No. 22STCV33066

STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND PAGA CLAIMS

LASC Comp Filed: October 7, 2022
Trial Date: December 5, 2023

STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT CLAIMS

Subject to final approval by the Court, this Settlement Agreement is between Plaintiff Rodolfo Gutierrez ("Plaintiff") and Defendant International Paper Company ("Defendant"). Plaintiff and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINED TERMS

As used herein, the following terms are defined as:

A. **Action** means the civil actions being resolved by this settlement entitled *Rodolfo Gutierrez v. International Paper Company* pending in the United States District Court for the Central District of California, Case No: 2:22-cv-08460-JFW-RAO and *Rodolfo Gutierrez v. International Paper Company* pending in the United States District Court for the Central District of California, Case No: 8:23-cv-00046-JFW-RAO.

B. **Administration Costs** refers to the costs incurred by the Settlement Administrator to administer this Settlement, which is currently estimated at $27,500. All Administration Costs shall be paid from the Qualified Settlement Fund.

C. **Agreement**, **Settlement Agreement**, **Joint Stipulation**, or **Settlement** means the settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."

D. **Attorney Fee Award** is the amount, not to exceed one fourth (1/4 or 25%) of the Gross Settlement Amount or $125,000, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant.

E. **Claims** means all claims under any applicable laws and/or regulations relating to any and all facts and claims asserted in the Action or any other claims that could have been reasonably asserted in the Action based on the facts alleged, including claims for unpaid reimbursements; wage statement violations; unpaid wages, including minimum wages, regular wages, overtime and double overtime wages; unfair business practices premised on alleged violations of the California Labor Code; penalties under the California Private Attorneys General Act ("PAGA"); as well as missed meal and rest breaks; meal and rest breaks premiums; alleged failure to timely pay all wages due upon separation of employment; failure to maintain and provide accurate records; and other violations of the Fair Labor Standards Act, the California Labor Code and relevant Wage Orders.

F. **Class** or **Class Members** means all individuals who worked for International Paper Company in the State of California as non-exempt employees during the Class Period (defined *infra*).

G. **Class Counsel** means Brandon Brouillette, Jamie Serb, and Zachary M. Crosner of Crosner Legal, PC, PC, 9440 Santa Monica Boulevard, Suite 301, Beverly Hills, CA 90210.

H. **Class Notice** or **Notice** means the Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

I. **Class Period** means the period from July 1, 2021 through August 11, 2023.

J. **Class Representative** or **Plaintiff** refers to Plaintiff Rodolfo Gutierrez.

K. **Class Representative Enhancement Payment** means the amount the Court awards to Plaintiff Rodolfo Gutierrez for his services as a Class Representative, which will not exceed Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00). This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. This enhancement is subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

L. **Complaint** means the Second Amended Complaint, which Plaintiff stipulates to file alleging class and PAGA claims on behalf of the Class, which alleges class and PAGA claims on behalf of the Settlement Class, including all claims in Plaintiff's original class complaint, all claims in Plaintiff's original PAGA complaint, and all claims alleged by Plaintiff at any point in the Action.

M. **Cost Award** means the amount that the Court awards to Class counsel for payment of actual litigation costs, which shall not exceed $20,000.00. The Cost Award is separate and in addition to the Administration Costs and will be paid from the Qualified Settlement Fund. The Cost Award is subject to Court approval, and Defendant will not oppose a request for Costs equal to or less than $20,000.00. If the Court awards less than the amount request, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.

N. **Counsel for Defendant** means Danielle H. Moore, Aaron F. Olsen, and Christopher M. Champine of Fisher & Phillips, LLP.

O. **Court** means the United States District Court for the Central District of California.

P. **Effective Final Settlement Date ("Effective Date")** will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the Court grants final approval of the settlement, the date Plaintiff files the Notice of Judgment granting final approval of the settlement.

Q. **Request for Exclusion** refers to the written letter from Class Members indicating their request to be excluded from the Settlement. Any such Requests for Exclusion must be made in accordance with the terms set forth in Paragraph III.N(e).

R. **Gross Settlement Amount** means the total value of the nonreversionary Settlement. The Gross Settlement Amount is Five Hundred Thousand Dollars and Zero Cents ($500,000.00). This is the maximum gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; (5) Defendant's portion of payroll taxes on the wage portion of Class Members' Individual Settlement Payment, and (6) the PAGA Payment, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

S. **Individual Settlement Share(s)** refers to the amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.

T. **LWDA** means the California Labor and Workforce Development Agency.

U. **Net Settlement Amount** means the total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount less the Attorney Fee Award, Cost Award, Class Representative Enhancement, the PAGA Payment, Defendant's portion of payroll taxes on the wage portion of Class Members' Individual Settlement Payment and Administration Costs. In other words, the Net Settlement Amount is the portion of the Gross Settlement Amount that will be distributed to Participating Class Members.

V. **PAGA** means the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

W. **PAGA Group** means all individuals who worked for International Paper Company in the State of California as non-exempt hourly employees during the PAGA Period (defined *infra*).

X. **PAGA Payment** shall be thirty thousand dollars and zero cents ($30,000.00) of the Gross Settlement Amount allocated to satisfy the PAGA penalties alleged in the Action on behalf of the PAGA Group. Seventy-five percent (75%) of the PAGA Payment ($22,500.00) shall be paid to the LWDA, and 25% ($7,500) of the PAGA Payment shall be distributed to the PAGA Group on a pro rata basis, as set forth below.

Y. **PAGA Period** is July 1, 2021 through either the date of preliminary approval or 60 days after the effective date of the Parties' Memorandum of Understanding (August 11, 2023), whichever is earlier.

Z. **Participating Class Members** refers to all members of the Class who do not submit a timely valid request to exclude themselves from this Settlement (Request for Exclusion).

AA. **Preliminary Approval** means the Court's order preliminarily approving the proposed Settlement.

BB. **Qualified Settlement Fund** means a fund within the meaning of Treasury Regulation 26 C.F.R. § 1.468B-1, *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members, Plaintiff, and Class Counsel.

CC. **Released Claims** means all wage-and-hour claims, demands, rights, liabilities, costs, penalties, interest, attorney's fees, and causes of action that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement, which are all claims in the Complaint, the PAGA notice, and all claims that reasonably could have been pled arising out of similar operative facts, conduct, and/or omissions including but not limited to claims for (1) unpaid reimbursements; (2) wage statement violations;

(3) unpaid wages, including minimum wages, regular wages, overtime and double overtime wages; (4) failure to provide meal periods or meal period premiums; (5) failure to provide rest periods or rest period premiums; (6) failure to timely pay all wages due upon separation of employment; (7) failure to maintain and provide accurate records; (8) unfair business practices premised on alleged violations of the California Labor Code; (9) penalties under the California Private Attorneys General Act ("PAGA"). The Released Claims do not cover or include (1) claims for Workers' Compensation, (2) claims for unemployment or disability payments, (3) claims for discrimination, retaliation or harassment under Title VII or California's Fair Employment and Housing Act, (4) tort claims, or (5) any other claims that cannot be released as a matter of law. The Released Claims for Participating Class Members Claims shall run during the entire Class Period. The Released Claims for the PAGA Group shall run through the PAGA Period. As of the Effective Date of Settlement, each Participating Class Member shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims. In addition, each member of the Settlement Class who cashes their settlement award check shall be deemed to have fully and forever released claims under the Fair Labor Standards Act ("FLSA"). This waiver and release of claims shall be binding on Plaintiff and all Participating Class Members, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties.

DD. **Released Parties** refers to Defendant International Paper Company and any agents, officers, directors, stockholders, parent corporations, subsidiaries, affiliates, partners, investors, owners, related organizations, attorneys, predecessors or successors in interest, insurers, and assigns, and all agents, employees, officers, directors, members, managers, holding companies, insurers, and attorneys thereof.

EE. **Response Deadline** will be sixty (60) calendar days from the initial mailing of the Class Notice.

FF. **Settlement Administrator** means Phoenix Settlement Administrators, ILYM, Simpluris, and/or any other provider of claims administration that is mutually agreed to by the Parties and approved by the Court.

GG. **Second Amended Complaint** or "Complaint" (see definition of Complaint, listed in subpoint L, above), refers to the complaint which Plaintiff stipulates to file alleging class and PAGA claims on behalf of the Class, which alleges class and PAGA claims on behalf of the Settlement Class, including all claims in Plaintiff's original class complaint, all claims in Plaintiff's original PAGA complaint, and all claims alleged by Plaintiff at any point in the Action.

HH. **Settlement Class** means all allegedly aggrieved employees and members of the Class whose claims are included in Plaintiff's original class complaint, all claims in Plaintiff's original PAGA complaint, and all claims alleged by Plaintiff at any point in the Action.

II. SETTLEMENT TERMS AND CONDITIONS

A. **Conditional Certification**. The Parties stipulate and agree to the conditional certification of the claims in the Action for purposes of this Settlement only. Should for whatever reason the Settlement not become final and effective as herein provided, the conditional class certification shall immediately be dissolved without prejudice. The fact that the Parties were willing to stipulate to conditional class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in the Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit. Defendant expressly reserves its right to oppose class certification should this Settlement not become final and effective.

B. **Investigation**. The Parties have conducted significant investigation of the facts and law. Such discovery and investigation included the depositions of Plaintiff, two witnesses designated by Defendant as the persons most knowledgeable on numerous subjects, the deposition of a supervisor, interviews of other percipient witnesses, including dozens of putative class members, as well as the review of documents and data necessary to analyze the merits of the Released Claims and calculate potential damages. The Parties conducted a full day private mediation session before an experienced mediator and former Superior Court Judge: Hon. James J. di Cesare (Ret.). Counsel for the Parties investigated the law as applied to the facts discovered regarding the alleged claims of the Class Members and potential defenses thereto, and the damages claimed by Plaintiff.

C. **Defendant's Reasons for Settlement and Denial of Wrongdoing**. Defendant denies each of the claims and contentions alleged by Class Members in the Action. Defendant has repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Defendant also has denied and continues to deny, inter alia, the allegations that the Class Members have suffered damage; that Defendant failed to reimburse Class Members; that Defendant failed to comply with the law with respect to itemized wage statements; that Defendant in any way failed to pay Class Members for all hours worked; that Defendant violated any laws regarding minimum wage; that Defendant violated any laws regarding overtime compensation; that Defendant failed to timely pay Class Members all wages owed upon termination/resignation or otherwise when due; that Defendant violated the law regarding meal and rest periods; that Defendant engaged in any unlawful, unfair or fraudulent business practices; that Defendant engaged in any wrongful conduct as alleged in the Action; or that Class Members were harmed by the conduct alleged in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as, or may be used as an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever. Rather, Defendant concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time, energy and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the Claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the Complaint.

D. **Plaintiff's Claims**. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

E. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims against the Released Parties arising from or related to this Action, and that this Settlement Agreement shall constitute a full and complete settlement and release of all the Released Parties from all of the claims asserted in this Action.

NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the Plaintiff on behalf of the Class, and PAGA Group on the one hand, and Defendant on the other hand, and subject to the approval of the United States District Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement and that upon the Effective Date, the Class Action shall be dismissed with prejudice, subject to the continuing jurisdiction of the District Court as set forth below, subject to the recitals set forth hereinabove which by this reference become an integral part of this Agreement and subject to the following terms and conditions:

III. AGREEMENT

A. **Release as to the Class**. Upon funding of the Gross Settlement Amount by Defendant, all Class Members, including Plaintiff, release the Released Parties from the Released Claims. The Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Released Claims.

B. **Release as to the PAGA Group**. As of the Effective Date, this Settlement forever bars all PAGA Group Members, including Plaintiff, as well as the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all PAGA Group Members during the PAGA Period, from pursuing any action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, against, the Released Parties for civil penalties under PAGA for any and all Labor Code claims that were pled or that reasonably could have been pled arising out of similar operative facts, conduct, and/or omissions in the PAGA Period for the PAGA Group Members.

C. **General Release by Plaintiff Only**. In addition to the releases made by the Class Members and PAGA Group Members set forth in Paragraphs III.A and B hereof and in consideration for the Class Representative Enhancement Award, Plaintiff, as of the Effective Date, in his individual capacity for himself, his heirs, executors, administrators, successors and assigns and with respect to his individual claims only, agrees to release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with his employment by and termination from Released Parties and any act or omission by or on the part of any of the Released Parties committed or omitted prior to the Effective Date of this Agreement (the "General Release"). This total release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Released Parties and the termination of that employment; claims or demands related to wages, bonuses, vacation pay, benefits and expense reimbursements pursuant to any federal, state or local law or cause of action, including, but not limited to, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy, defamation and impairment of economic opportunity; violation of the California Fair Employment and Housing Act, the California Labor Code, the California Constitution; and any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Americans With Disabilities Act of 1990, and any private attorney general action under the California Business & Professions Code §17200.

The General Release includes any unknown claims that Plaintiff does not know or suspect to exist in his favor at the time of the General Release, which, if known by him, might have affected his settlement with, and release of, the Released Parties or might have affected his decision not to object to this Settlement or the General Release. With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date, he shall be deemed to have, and by operation of the Court's Final Approval Order, shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff may hereafter discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the General Release, but upon the Effective Date, shall be deemed to have, and by operation of the Court's Final Approval Order, shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

Notwithstanding the above, the scope of the General Release provided to Defendant by Plaintiff does not include any claims for disability, workers compensation, or unemployment benefits, or any other claims that cannot be released as a matter of law.

D. **Gross Settlement Amount**. Subject to the terms and conditions of this Agreement, Defendant agrees to Pay the Gross Settlement Amount of Five Hundred Thousand Dollars and Zero Cents ($500,000).

E. **Notice to the LWDA**. On October 3, 2022, Plaintiff filed and served his Notice of Labor Code Violations Pursuant to Labor Code Section 2699.3. Plaintiff agrees to submit a copy of this Stipulation and Settlement Agreement to the LWDA at the same time he files this Stipulation and Settlement Agreement to the Court.

F. **Appointment of Class Representative**. Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.

G. **Appointment of Class Counsel**. Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

H. **Individual Settlement Share(s)**. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

a. **Individual Settlement Share Calculation**. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of pay periods they worked as a non-exempt employee during the Class Period based on the Class data provided by Defendant, divided by (ii) the total number of pay periods worked by any and all Participating Class Members during the Class Period based on the same Class data, which is then multiplied by the Net Settlement Amount. Therefore, the value of each Participating Class Member's Individual Settlement Share ties directly to the number of pay periods that the Participating Class Member worked.

b. **Tax Withholdings.** Each Participating Class Member's Individual Settlement Share will be apportioned as follows: 20% wages and 80% interest, penalties, and reimbursements. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share.

I. **Settlement Disbursement**. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

a. **To the Plaintiff**. In addition to his respective Individual Settlement Share, and subject to the Court's approval, Plaintiff Rodolfo Gutierrez will receive up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) as a Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Qualified Settlement Fund. An IRS Form 1099 will be issued to Plaintiff with respect to his Class Representative Enhancement Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.

b. **To Class Counsel**. Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed one-fourth (1/4 or 25%) or $125,000 of the Gross Settlement Amount and a Cost Award not to exceed $20,000.00. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Fund. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.

c. **To the Responsible Tax Authorities**. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and pay those amounts from the Gross Settlement Sum. The Settlement Administrator will submit Defendant's portion of payroll withholding tax and forward those amounts along with each person's Individual Settlement Share withholdings to the appropriate taxing authorities.

d. **To the Settlement Administrator**. The Settlement Administrator—Phoenix Class Action Administration

Solutions]—will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed $27,500. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.

e. **To Class Members**. The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.

f. **To PAGA Group Members**. The Settlement Administrator shall pay each PAGA Group Member according to their proportional share, which will be calculated and will be based upon the total number of pay periods they worked as non-exempt employees in California during the PAGA Period. The individual share will be calculated by determining the total cumulative number of pay periods at issue and dividing that number into the $30,000 amount allocated to PAGA Group Members to determine the monetary value assigned to each pay period. That number will then be multiplied by the individual PAGA Group Member's total number of pay periods employed during the PAGA Timeframe Period to determine that individual's proportional share.

J. **Appointment of Settlement Administrator**. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Class Action Administration Solutions shall be retained to serve as Settlement Administrator.

The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendant has on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or Judgment. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the putative Class Members; maintaining a website with the Agreement and documents in the case; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and remailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the aggrieved employees Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the United States District Court upon the completion of the Settlement; providing any funds remaining in the Qualified Settlement Fund as a result of uncashed checks to the California Controller's Unclaimed Property Fund. The Parties each represent that they do not have any financial interest in Phoenix Class Action Administration Solutions or otherwise have a relationship with Phoenix Class Action

Administration Solutions that could create a conflict of interest.

K. **Tax Liability**. Defendant makes no representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff is not relying on any statement or representation by Defendant in this regard. Plaintiff understands and agrees that Class Members and PAGA Group Members will be solely responsible for the payment of their taxes and penalties predicated on the payments described herein. Plaintiff shall hold harmless Released Parties from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes.

L. **Circular 230 Disclaimer**. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER

PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

M. **Creation of the Settlement Fund**. Within sixty (60) calendar days after the Effective Date, Defendant shall deliver the Gross Settlement Amount to the Settlement Administrator to create the Qualified Settlement Fund. All payments that Defendant is required to make pursuant to the Settlement Agreement shall be made from the Qualified Settlement Fund by the Settlement Administrator. Defendant will retain exclusive authority over, and responsibility for, those funds until required to deliver them to the Settlement Administrator in accordance with this paragraph.

N. **Procedure for Approving Settlement**.

a. The Parties will stipulate to allow Plaintiff to file a Second Amended Complaint, which will be the Complaint for purposes of this Agreement. Should the Court deny the Parties' request to allow Plaintiff to file the Complaint, this Agreement shall be null and void.

b. Motion for Preliminary Approval and Conditional Certification.

i. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice. Class counsel will submit to Defendant's counsel for approval drafts of the Class Notice to Class Members.

ii. At the Preliminary Approval hearing, Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

iii. Should the Court decline to conditionally certify the Class or to preliminarily approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement shall not operate to terminate or cancel this Settlement Agreement.

c. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

i. Within thirty (30) calendar days after entry of the

Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, that will list for each Class Member and PAGA Group Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of pay periods during which the Class Member worked during the Class Period as a member of the Class ("Database"); and (6) the total number of pay periods worked during the PAGA Period. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all Class Members who are former employees of Defendant. The Database shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.

ii. Within forty-five (45) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendant and the results of the skip trace performed on all former Defendant employee Class Members.

iii. If a Class Notice is returned because of an incorrect address, within ten (10) days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, will have between the later of (a) an additional ten (10) days or (b) the Response Deadline to postmark a Request for Exclusion, or file and serve an objection to the Settlement. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.

iv. Class Members may dispute the information provided in their Class Notice, but must do so in writing, via first class mail, e-mail, or facsimile. If sent via first class mail, it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of pay periods to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible pay periods that should be applied and/or the Individual Settlement Share to which the Class Member may be entitled.

v. If any Request for Exclusion received is incomplete or deficient, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and allow fourteen (14) calendar days to cure the deficiency. If after the cure period the Request for Exclusion is not cured, it will be determined that the Class Member did not exclude themself from the Settlement and will be bound by the Settlement.

vi. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class

Counsel and Defendant's Counsel of the number of Class Notices mailed, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed, and the number of Request for Exclusions received.

vii. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

d. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement may do so in writing, signed, dated, and mailed to and/or filed in person with the Court postmarked/filed no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings. The objections will then be scanned into the electronic case docket and the Parties will receive electronic notices of objections filed.

i. Format. Any Objections shall state: (a) the case name and number; (b) the objecting person's full name, address, and telephone number; (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing, if any; and (f) if represented by counsel, the objector's attorney shall file a notice of appearance.

ii. Notice of Intent to Appear. Class Members who file objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.

e. Request for Exclusion from the Settlement. The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a signed letter stating that the Class Member wishes to opt-out. The written request for exclusion must: (a) include words to the effect, "I wish to be excluded from the *Gutierrez v. International Paper* Class Settlement," (b) the Class Member's name, address, and last four digits of the social security number; (c) be addressed and mailed to the Settlement Administrator; (d) be signed by the Class Member or their lawful representative; and (e) be postmarked no later than the Response Deadline.

i. Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed Request for Exclusion will not participate in or be bound by the Settlement and Judgment and will not receive an

Individual Settlement Share. A Class Member who does not complete and mail a timely Request for Exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.

ii. If a Class Member timely submits a Request for Exclusion, he/she will not have standing to object to or appeal final approval of the settlement and the entry of judgment thereon.

iii. Report. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

iv. Defendant's Option to Terminate. If more than five percent (5%) of the Class Members submit Request for Exclusions, Defendant has the option to unilaterally withdraw from and terminate this settlement within ten

(10) court days of the last day of the response period via a written notice (email/fax will suffice) to Plaintiff's Counsel. If Defendant exercises this option to withdraw, Defendant understands and agrees that it will pay for all costs of settlement administration incurred by the Settlement Administrator as of the date of Defendant's notice of withdrawal to Plaintiff and the Settlement Administrator.

f. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

g. Motion for Final Approval.

i. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.

ii. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph. Furthermore, if the Court does not grant Final Approval of the Settlement and the Parties are not able to resolve any of the issues raised by the Court, the Parties will be restored to their litigation positions as of June 12, 2023. This includes withdrawing the Second Amended Complaint.

iii. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Class Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

h. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. Furthermore, if the Settlement is reversed or materially modified on appellate review, the Parties will be restored to their litigation positions as of June 12, 2023. This includes withdrawing the Second Amended Complaint. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount.

i. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the United States District Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel.

    i. Funding the Settlement: No later than forty-five (45) calendar days after the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount of Five Hundred Thousand Dollars and Zero Cents

($500,000) needed to pay the Gross Settlement Amount by wiring the funds to the Settlement Administrator. Defendant shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members' Individual Settlement Share.

ii. Disbursement: Within fourteen (14) calendar days after the Funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancements, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for 75% of the PAGA Payment to the LWDA for settlement of the PAGA claim. After such payment, Defendant shall have no liability for PAGA claims by or on behalf of Participating Class Members during the Class Period, which are released under this Agreement.

iii. Qualified Settlement Fund. The Parties agree that the Qualified Settlement Fund is intended to be a "Qualified Settlement Fund" under 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the Qualified Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

j. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

k. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

l. Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Class Action outside of the Gross Settlement Fund.

O. Miscellaneous Terms

a. No Effect on Employee Benefits. The Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative Enhancements and/or Individual Settlement Shares paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

b. Publicity. Class Counsel and Plaintiff agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, in discussions with Class Members in the context of administrating this Settlement until the Preliminary Approval Order is issued, or as otherwise required by law. Class Counsel and Plaintiff agree to decline to respond to any media inquiries concerning the Settlement. Plaintiff and Class Counsel represent and agree that they have not and will not issue any press release, publication, or otherwise disclose this Agreement or this Settlement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff and Class Counsel further agree not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized, the confidential, proprietary, or trade secret information of the Released Parties.

c. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

d. Authorization to Enter into Settlement Agreement. Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

e. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

f. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

g. Amendment or Modification of Agreement. This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

h. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

i. No Prior Assignment. Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

j. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

k. Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

l. No Tax or Legal Advice. The Parties understand and agree that the Parties and their counsel are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.

m. Jurisdiction of the District Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the District Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

n. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

p. Execution in Counterpart. This Agreement may be executed in one or more counterparts and by DocuSign. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. DocuSign, facsimile, scanned signature page(s), and/or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

q. Plaintiff's Waiver of Right to be Excluded and Object. Plaintiff Rodolfo Gutierrez agrees to sign this Agreement and by signing this Agreement is bound by the terms herein stated and further agrees not to request to be excluded from the Class and agrees not to object to any of the terms of this Agreement. Non-compliance by Plaintiff with this Paragraph shall be void and of no force or effect. Any such requests for exclusion or objections shall therefore be void and of not force or effect.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel stipulate and agree to the foregoing.

Dated: 12 / 15 / 2023 By: ______________________
Plaintiff Rudolpho Gutierrez

Dated: December 19, 2023 By: Jessica A. Neal

Name: Jessica A. Neal
Defendant International Paper Company

DATE: December 19, 2023

Respectfully submitted,

FISHER & PHILLIPS LLP

By: ______________________
Danielle Hultenius Moore
Aaron F. Olsen
Christopher M. Champine
Attorneys for Defendant,
INTERNATIONAL PAPER COMPANY

DATE: December 14, 2023

Respectfully submitted,

CROSNER LEGAL, PC

By: ______________________
Zachary M. Crosner
Brandon K. Brouillette
Jamie Serb
Attorneys for Plaintiff,
RODOLFO GUTIERREZ