

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Class Action and PAGA Settlement Agreement and Release of Claims is entered into
3 by and between Plaintiff Thomas D. Mason, individually and on behalf of all others similarly
4 situated, and Defendant Pacific Paper Tube, Inc., and is approved by their respective counsel of
5 record, subject to the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Thomas D. Mason v.*
8 *Pacific Paper Tube, Inc.*, Case No. STK-CV-UOE-2022-11256, filed in San Joaquin Superior
9 Court.

10 2. "Aggrieved Employees" include all persons who are or were previously employed
11 by Defendant in California classified as a non-exempt or hourly employee at any time from
12 December 5, 2021, through October 7, 2023, or the Preliminary Approval Date, whichever occurs
13 first.

14 3. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation" shall mean
15 this Class Action and PAGA Settlement Agreement and Release of Claims, including any
16 attached Exhibits.

17 4. "Class Claims" or "Released Class Claims" will include all claims that were pled
18 in the operative First Amended Complaint based on the facts alleged therein, including claims for
19 failure to pay minimum and overtime wages, meal and rest break violations, failure to provide
20 accurate itemized wage statements, failure to timely pay all wages upon separation of
21 employment, and unfair and unlawful business practices.

22 5. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and
23 Joshua Falakassa of Falakassa Law, P.C.

24 6. "Class Data" means a complete list of all Settlement Class Members that
25 Defendant will diligently and in good faith compile from its records and provide to the Settlement
26 Administrator on one spreadsheet and shall include the Settlement Class Members' full names;
27 last known addresses; telephone numbers; Social Security Numbers; dates of employment and/or
28 number of Workweeks as non-exempt or hourly employees of Defendant during the Class Period

1 and the PAGA Period for each Settlement Class Member.

2 7. “Class Period” and “Class Release Period” shall mean December 6, 2018 through
3 October 7, 2023, or the Preliminary Approval Date, whichever occurs first.

4 8. “Class Representative” or “Plaintiff” means and refers to Thomas D. Mason.

5 9. “Complaint” refers to the First Amended Complaint filed in the San Joaquin
6 County Superior Court action entitled *Thomas D. Mason v. Pacific Paper Tube, Inc.*, Case No.
7 STK-CV-UOE-2022-11256.

8 10. “Court” means the California Superior Court, County of San Joaquin or any Court
9 of competent jurisdiction.

10 11. “Defendant” means and refers to Pacific Paper Tube, Inc.

11 12. “Defendant’s Counsel” or “Defense Counsel” mean and refer to Sumy Kim of
12 O’Hagan Meyer.

13 13. “Effective Date” means the latest of the following dates: (i) if no Class Member
14 timely and properly intervenes or files a motion to vacate the judgment approving the Settlement
15 Agreement under Code of Civil Procedure § 663, the date the Court enters an order granting Final
16 Approval of the Settlement Agreement; (ii) if a Class Member intervenes or files a motion to
17 vacate the judgment approving the Settlement Agreement, sixty-one (61) calendar days following
18 the date the Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a
19 Class Member intervenes or files a motion to vacate the judgment approving the Settlement
20 Agreement, and if a timely appeal is filed, the date of final resolution of that appeal (including
21 any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of
22 the Settlement.

23 14. “Final” means that the Settlement has been granted “Final Approval” by the Court
24 and the “Effective Date” has occurred.

25 15. “Final Approval” refers to the order of the Court granting final approval of this
26 Settlement Agreement and entering a judgment approving this Settlement on substantially the
27 same terms provided herein or as may be modified by subsequent agreement of the Parties or
28 order of the Court.

1 16. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph
2 47(d) below.

3 17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 47(c)
4 below.

5 18. “Notice” means the notice of the proposed settlement of class action and PAGA
6 Settlement and setting of a Final Approval Hearing that will be sent to the Settlement Class
7 Members.

8 19. “Notice Response Deadline” is 45 calendar days from the date the Notice is mailed
9 to the Settlement Class Members.

10 20. “Objecting Settlement Class Member” means a Settlement Class Member, other
11 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement with
12 respect to the Class Claims pursuant to Paragraph 68(a) below.

13 21. “PAGA” shall refer to the California Labor Code Private Attorneys General Act
14 of 2004, California Labor Code Sections 2698-2699.5.

15 22. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for
16 civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that
17 were pled in the operative First Amended Complaint based on the facts alleged therein, including
18 claims for failure to pay minimum and overtime wages, meal and rest break violations, failure to
19 provide accurate itemized wage statements, failure to timely pay all wages upon separation of
20 employment, and unfair and unlawful business practices.

21 23. “PAGA Notice” shall refer to the notice sent by Plaintiff, by and through counsel,
22 on or about December 5, 2022, to the LWDA and to Defendant, alleging that Defendant engaged
23 in violations of the California Labor Code and California Wage Order(s).

24 24. “PAGA Period” and “PAGA Release Period” shall mean December 5, 2021,
25 through October 7, 2023, or the Preliminary Approval Date, whichever occurs first.

26 25. “Participating Class Member” means any and all Settlement Class Members who
27 do not opt-out of the settlement of the Class Claims by timely submitting valid Requests for
28 Exclusion.

26. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class Members, the Aggrieved Employees, and Defendant, collectively.

27. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

28. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Settlement Class Members, an opportunity to opt out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related to the Class Claims, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs.

29. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Section 468.

30. “Release” shall mean the release and discharge of the Class Claims by Plaintiff and all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiff and all of the Aggrieved Employees.

31. “Released Parties” shall refer to Defendant, together with its current and former officers, directors, members, managers, shareholders, agents, parents, principals, heirs, insurers, subsidiaries, affiliates, operators, partners, attorneys, successors, and assignees.

32. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 68(a) below.

33. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to Class Representative in addition to his Individual Settlement Amount as a Participating Class Member.

34. “Settlement Administration Costs” means the actual and direct fees and expenses reasonably incurred by the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,

1 due diligence, reporting and remittance obligations, distributing the Settlement Amount, and
2 providing necessary reports and declarations, as requested by the Parties. The Settlement
3 Administration Costs shall be paid from the Settlement Amount.

4 35. "Settlement Administrator" means and refers to a settlement administrator
5 mutually agreed to by the Parties, that will provide the Notice to the Class Members and perform
6 all duties relating to the administration of the Settlement as described in this Agreement,
7 including, but not limited to, printing, distributing, and tracking documents for this Settlement,
8 tax reporting, distributing the Settlement Amount, and providing necessary reports and
9 declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from
10 the Settlement Amount, including, if necessary, any such costs in excess of the amount
11 represented by the Settlement Administrator as being the maximum costs necessary to administer
12 the Settlement.

13 36. "Settlement Amount" or "Gross Settlement Amount" shall have the meaning
14 ascribed to it in Paragraph 47(a) below.

15 37. "Settlement Class Member" or "Class Member" refers to individual members of
16 the Settlement Class.

17 38. "Settlement Class" and "Settlement Class Members" refers to all persons who are
18 or were previously employed by Defendant in California classified as a non-exempt employee
19 during the Class Period.

20 39. "Workweeks" for each Settlement Class Member and Aggrieved Employee means
21 any workweek during the Class Period and/or the PAGA Period, as applicable, in which the
22 Settlement Class Member and/or Aggrieved Employee was employed by Defendant as a non-
23 exempt employee in California and worked at least one shift during the workweek for or on behalf
24 of Defendant for which a prior release of claims has not been signed. Workweeks will be
25 calculated based on Defendant's business records. This information shall be treated as
26 confidential. Workweeks of Non-Participating Class Members will not be included in the total
27 number of Workweeks that are reported to the Settlement Administrator for purposes of
28 calculating and distributing Individual Settlement Payments to Participating Class Members. The

number of full workweeks that a Participating Class Member was on a leave of absence, sick time, or vacation during the Class Period shall be excluded from the total number of Workweeks.

B. General Terms

40. On or about December 5, 2022, Plaintiff filed a class action complaint in the Court against Defendant, including allegations of: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to pay all sick time, (4) meal period violations, (5) rest period violations, (6) wage statement violations, (7) waiting time penalties, and (8) unfair competition. On or about February 1, 2023, Plaintiff filed a First Amended Complaint to add a cause of action for PAGA penalties based on the foregoing Labor Code violations.

41. Defendant denies Plaintiff's claims and allegations and contend that the Action is not suitable for class certification and/or representative treatment.

42. Class Representative believes he can proceed with his class and representative claims, that the Action is meritorious, and that class certification is appropriate.

43. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting extensive exchange of informal discovery, including Defendant's written policies and practices and the production of payroll and timekeeping records for Settlement Class Members and Aggrieved Employees. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class Members and Aggrieved Employees. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class Members and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

44. On August 7, 2023, the Parties participated in mediation before Hon. Carl J. West (Ret.), a highly experienced class action mediator. After a full-day mediation, the Parties reached

1 a settlement.

2 45. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
3 to be performed or judgments to be entered pursuant to the terms of the Settlement and
4 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
5 any statute or law or liability on the claims or allegations in the Action.

6 46. Stipulation for Class Certification and Representative Treatment. For settlement
7 purposes only, Defendant will stipulate that the Settlement Class Members described herein who
8 do not Request Exclusion from the Settlement Class may be conditionally certified as a settlement
9 class and that the Aggrieved Employees are appropriate for representative treatment for purposes
10 of settlement. This stipulation to certification and representative treatment is in no way an
11 admission that class action certification and/or representative treatment is proper and shall not be
12 admissible in this or in any other action except for the sole purposes of enforcing this Agreement.
13 Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to
14 class certification and representative treatment as part of the Settlement shall become null and
15 void *ab initio* and shall have no bearing on and shall not be admissible in connection with the
16 issue of whether or not class certification and/or representative treatment would be appropriate in
17 a non-settlement context. Defendant expressly reserve their right and declare that they will
18 continue to oppose class certification, representative treatment, and the substantive merits of the
19 case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and
20 declares that he will continue to pursue class certification and representative treatment and a trial
21 should the Court fail to issue Final Approval.

22 **C. Terms of Settlement**

23 47. The financial terms of the Settlement are as follows:

24 (a) Settlement Amount: The Parties agree to settle this Action for Six Hundred
25 Seventy-Five Thousand Dollars (\$675,000) ("the Settlement Amount"). The Settlement Amount
26 is the maximum amount that will be paid by Defendant, and includes Individual Settlement
27 Amounts, attorneys' fees of Class Counsel, costs and expenses, the Service Payment to Class
28 Representative, all Settlement Administration Costs, and payment to the Labor Workforce

1 Development Agency (LWDA) for PAGA penalties. Defendant shall separately pay the
2 employers' share of applicable payroll taxes.

3 (b) The Settlement is based on Defendant's representation that there are
4 approximately 12,000 Workweeks included in the Class Period. In the event that the actual
5 number of Workweeks by all Settlement Class Members during this period increases by 10% or
6 more, then Defendant shall increase the QSF on a proportional basis in excess of 10 percent (i.e.,
7 if there were an eleven percent (11%) increase in the number of Workweeks, then Defendant will
8 increase the QSF by one percent (1%)).

9 (c) Net Settlement Amount: The "Net Settlement Amount" is defined as the
10 Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the Court,
11 the Service Payment to Class Representative as approved and awarded by the Court, the
12 Settlement Administration Costs, as approved and awarded by the Court, and the Twenty Five
13 Thousand Dollars (\$20,000.00) allocated to payment for PAGA penalties as described in
14 paragraph 47(d) below. In the event that the Court reduces the attorneys' fees and litigation costs
15 or Service Awards, Settlement Administration Costs, or either increases or decreases the amount
16 allocated to PAGA penalties, the Net Settlement Sum shall be increased or decreased accordingly.
17 Any Court order awarding less than the below allocations of the Settlement Amount shall not be
18 grounds to rescind the Settlement Agreement or otherwise void the Settlement.

19 (d) Individual Settlement Amounts for the Settlement Class: The Settlement
20 Administrator will use the Class Data provided by Defendant to calculate each Participating Class
21 Member's and Aggrieved Employee's Individual Settlement Amounts based on the following
22 formula:

23 i. PAGA Amount: \$20,000 of the Gross Settlement Amount has been
24 designated to the PAGA claims. Twenty-five percent (25%) of the \$20,000, or \$5,000, shall be
25 paid out to Aggrieved Employees. Each Aggrieved Employee shall receive a portion of the \$5,000
26 proportionate to the number of Workweeks by the Aggrieved Employees during the PAGA Period
27 compared to the total number of Workweeks by all Aggrieved Employees during the PAGA
28 Period. Aggrieved Employees shall have their settlement amount for the Released PAGA claims

1 paid one hundred percent (100%) as civil penalties for which no taxes will be withheld and for
2 which a Form 1099 will be issued by the Settlement Administrator.

3 ii. Class Amount: The Net Settlement Amount shall be allocated to each
4 Participating Class Member based on his/her/their proportionate Workweeks during the Class
5 Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator
6 of which is the Participating Class Member's total Workweeks during the Class Period, and the
7 denominator of which is the total Workweeks by all Participating Class Members during the Class
8 Period. If there are any timely submitted Requests for Exclusion, the Settlement Administrator
9 shall proportionately increase the Individual Settlement Amounts for each Participating Class
10 Member so that the amount actually distributed to Participating Class Members equals 100% of
11 the Net Settlement Amount allocated toward Released Class Claims.

12 (e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts
13 will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent
14 (20%) will be paid as wages subject to withholding of all applicable local, state, and federal taxes;
15 and eighty percent (80%) will be paid as interest and as civil penalties (pursuant to, e.g., California
16 Labor Code sections 203, 226) from which no taxes will be withheld. The Settlement
17 Administrator will issue to each Participating Class Member an Internal Revenue Service Form
18 W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect
19 to the civil penalties and interest allocations.

20 (f) Service Payment to Class Representative: The amount awarded to Class
21 Representative as a Service Payment will be set by the Court in its discretion, not to exceed
22 \$10,000. Defendant agrees not to oppose this request. The Service Payment to Class
23 Representative will be paid out of the Gross Settlement Amount. Class Representative will be
24 issued IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
25 responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount
26 awarded by the Court as the Service Payment to Plaintiff less than the requested amount shall not
27 be a basis for Plaintiff or Class Counsel to void this Stipulation. Should the Court approve a lesser
28 amount for the Service Payment, the difference shall be added to the Net Settlement Amount to

1 be distributed to the Participating Class Members. In the event of any appeal of the amount of the
2 service awards (if any) approved by the Court, if, after the exhaustion of any such appellate
3 review, additional amounts not awarded to Class Representative shall be added to the Net
4 Settlement Amount to be distributed to the Participating Class Members.

5 (g) Class Counsel's Attorneys' Fees and Costs: Defendant agree not to oppose a
6 request by Class Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of
7 the Settlement Amount, plus reasonable litigation costs not to exceed \$20,000 ("Attorneys' Fees
8 and Cost Award"). For purposes of this Settlement, Defendant agrees not to oppose any
9 contention by Class Counsel that attorneys' fees should be based on the common fund theory.
10 The Attorneys' Fee and Cost Award shall be paid from the Gross Settlement Amount, and except
11 for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs, or
12 expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by
13 Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to
14 the Participating Class Members. Any Court order awarding less than the amount sought by Class
15 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
16 Settlement. In the event of any appeal of the amount of the awards of attorneys' fees and costs (if
17 any) approved by the Court, final funding and administration of the portion of the attorneys' fees
18 and/or costs award in dispute will be segregated and stayed pending the exhaustion of appellate
19 review. If, after the exhaustion of any such appellate review, additional amounts not awarded to
20 as attorneys' fees and costs shall be added to the Net Settlement Amount to be distributed to the
21 Participating Class Members and/or Aggrieved Employees. The Settlement Administrator shall
22 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
23 awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class
24 Counsel and any other attorney representing or claiming to represent the Class Members shall be
25 the sole responsibility of Class Counsel.

26 (h) Settlement Administration Costs: The fees and other charges of the Settlement
27 Administrator will be paid from the Gross Settlement Amount, not to exceed \$6,000 subject to
28 Court approval, unless approved by all Parties and the Court.

1 (i) PAGA Penalties: The Parties agree that \$20,000 is allocated to PAGA Penalties
2 and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount,
3 \$15,000 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for civil penalties
4 under the PAGA and \$5,000 (25%) will be included in the Individual Settlement Amounts,
5 payable to the Aggrieved Employees as set forth in Paragraph 47(d).

6 (j) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no
7 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder,
8 and Plaintiff and the Settlement Class Members are not relying on any statement or representation
9 by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff and Final Settlement
10 Class Members understand and agree that they will be solely responsible for the payment of any
11 taxes and penalties assessed on their respective Settlement Amounts described herein. Income tax
12 withholding will also be made pursuant to applicable federal, state, and/or local withholding codes
13 or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
14 required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement.
15 If the Code, the regulations promulgated thereunder, or other applicable tax law, are changed after
16 the date of this Agreement, the processes set forth in this Section may be modified in a manner to
17 bring Defendant into compliance with any such changes.

18 (k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
19 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
20 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
21 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
23 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
24 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
25 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
26 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
27 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
28 EXCLUSIVELY UPON HIS, HER, THEIR, OR ITS OWN, INDEPENDENT LEGAL AND

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

14 48. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under
15 no circumstances will any portion of the Settlement Amount revert to Defendant. Final Settlement
16 Class Members will not have to make a claim to receive an Individual Settlement Amount.
17 Distributions, in the form of Individual Settlement Amounts, will be made directly to each Final
18 Settlement Class Member. The Settlement Administrator shall be responsible for accurately and
19 timely reporting any remittance obligations with respect to unclaimed funds as a result of a Final
20 Settlement Class Member not cashing an Individual Settlement Amount by the check cashing
21 deadline, as set forth herein.

22 49. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
23 adequate, and will so represent same to the Court.

24 **D. Release by Plaintiff and the Final Settlement Class**

25 50. Upon the Effective Date of this Settlement, Plaintiff and each Participating Class
26 Member, for themselves and for their respective spouses, domestic partners, marital community,
27 children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
28 administrators, trustees, conservators, guardians, assigns, and representatives, will forever

1 completely release and discharge the Released Parties from the Released Class Claims for the
2 Class Release Period.

3 51. Each Participating Class Member will be deemed to have made the foregoing
4 Release as if by manually signing it.

5 52. Upon the Effective Date of this Settlement, Plaintiff, the LWDA, and each
6 Aggrieved Employee, for themselves and for their respective spouses, domestic partners, marital
7 community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees,
8 executors, administrators, trustees, conservators, guardians, assigns, and representatives, will
9 forever completely release and discharge the Released Parties from the Released PAGA Claims
10 for the PAGA Release Period.

11 53. Each Aggrieved Employee and the LWDA will be deemed to have made the
12 foregoing Release as if by manually signing it.

13 54. Plaintiff and Defendant intend that the Settlement described in this Agreement will
14 release and preclude any further claim, whether by lawsuit, administrative claim or action,
15 arbitration, demand, or other action of any kind, by each and all of the Participating Class
16 Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released
17 Class Claims. The Settlement Class Members shall be so notified in the Notice. This paragraph
18 does not apply to any Settlement Class Member who timely and validly opt out of the Settlement
19 for purposes of Class Claims.

20 55. Plaintiff and Defendant intend that the Settlement described in this Agreement will
21 release and preclude any further claim, whether by lawsuit, administrative claim or action,
22 arbitration, demand, or other action of any kind, by each and all of the Aggrieved Employees and
23 the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the
24 Released PAGA Claims. The Aggrieved Employees and the LWDA shall be so notified in the
25 Notice.

26 56. Class Representative, on behalf of himself and the Participating Settlement Class
27 Members, acknowledges and agrees that the claims for unpaid wages and unreimbursed expenses
28 in the Action, inaccurate wage statements, and untimely payment of wages in the Action, are

1 disputed, and that the payments set forth herein constitute payment of all sums allegedly due to
2 them. Class Representative, on behalf of himself and the Participating Settlement Class Members,
3 acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties
4 hereto. Section 206.5 provides in pertinent part as follows:

5 An employer shall not require the execution of any release of any claim or right on
6 account of wages due, or to become due, or made as an advance on wages to be
7 earned, unless payment of those wages has been made.

8 **E. Release by Class Representative**

9 57. With the exception of Plaintiff's individual non-wage-and-hour claims which are
10 expressly excluded from Plaintiff's release against Defendant, as well as claims that cannot be
11 released as matter of law, such as claims for workers' compensation, and in addition to Class
12 Representative's release of the Released Class Claims and Released PAGA Claims, as discussed
13 in Paragraphs 50 and 52 above, Class Representative does hereby, for himself and for his
14 respective spouses, domestic partners, marital community, children, estates, trusts, attorneys,
15 heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
16 conservators, guardians, assigns, and representatives, forever completely release and discharge
17 the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
18 promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights,
19 demands, costs, losses, debts, and expenses (including for back wages, statutory penalties, civil
20 penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any
21 nature whatsoever, from the beginning of time through the execution of this Stipulation, whether
22 known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to
23 all claims arising out of, based upon, or relating to Class Representative's employment with
24 Defendant or the remuneration for or termination of such employment (collectively, the "Class
25 Representative's Claims").

26 58. Class Representative expressly waives and relinquishes all rights and benefits
27 afforded by Section 1542 of the Civil Code of the State of California and do so understanding and
28 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of

the State of California states:

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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Class Representative, and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Class Representatives knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Class Representative's claims.

F. Interim Stay of Proceedings

59. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement, including amending the operative complaint.

G. Notice Process

60. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Final Settlement Class Members, issuing Forms W-2 and 1099, reporting to taxing authorities, due diligence, reporting and remittance obligations, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

61. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Final Settlement Class Members, and Class Counsel any Forms W-2, Forms 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

62. Class Data. Within twenty (20) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will not be provided to Class Counsel and it will remain confidential, it shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. The Settlement Administrator will be required to sign and provide to Defendant a Certification Regarding Confidential Discovery Materials and to be bound by a Stipulated Protective Order as entered by the Court.

63. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within fourteen (14) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

64. Returned Notices. The Settlement Administrator will take steps to ensure that the

1 Notice is received by all Settlement Class Members, including utilization of the National Change
2 of Address Database maintained by the United States Postal Service to review the accuracy of
3 and, if possible, update a mailing address. Notices will be re-mailed to any Settlement Class
4 Member for whom an updated address is located within ten (10) calendar days following both the
5 Settlement Administrator learning of the failed mailing and its receipt of the updated address. The
6 Notice shall be identical to the original Notice, except that it shall notify the Settlement Class
7 Member that the exclusion (opt-out) request or objection must be returned by the later of the
8 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

9 65. Presumption Regarding Receipt of Notice. It will be conclusively presumed that
10 if an envelope has not been returned within thirty (30) days of the mailing that the Settlement
11 Class Member received the Notice.

12 66. Disputes Regarding Class Data. Settlement Class Members are deemed to
13 participate in the Settlement unless they opt-out. The Notice will inform Settlement Class
14 Members of his/her/their estimated Individual Settlement Amount and the number of Workweeks
15 during the Class Period and during the PAGA Period. Settlement Class Members may dispute
16 their Workweeks if they feel they were employed more workweeks in the Class Period in
17 California than Defendant's records show by timely submitting evidence to the Settlement
18 Administrator. Defendant's records will be presumed determinative absent reliable evidence to
19 rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted
20 by the Settlement Class Member and provide the evidence submitted to Class Counsel and
21 Defense Counsel who agree to meet and confer in good faith about the evidence to determine the
22 Class Member's actual number of Workweeks and estimated Individual Settlement Amount. If
23 Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
24 Settlement Administrator to render a final decision. Settlement Class Members will have until the
25 Notice Response Deadline to dispute Workweeks, object, or opt out, unless extended by the Court.
26 In the event that the Settlement Administrator increases the number of Workweeks for any
27 Settlement Class Member, then the Settlement Administrator will recalculate the Participating
28 Class Members' Individual Settlement Amounts; accordingly, in no event will Defendant be

required to increase the Gross Settlement Amount.

67. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

68. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Class Claims, and the ability to opt out or request exclusion from the Class Claims provisions of the Settlement. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Participating Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Participating Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state in words to this effect:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE MASON V. PACIFIC PAPER LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments

1 under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement,
2 or the Judgment, with respect to the Class Claims.

3 (b) Binding Effect on Participating Settlement Class Members. Except for
4 those Settlement Class Members who exclude themselves in compliance with the procedures set
5 forth above, all Settlement Class Members will: (i) be deemed to be Final Settlement Class
6 Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions
7 of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise
8 provided herein, will be deemed to have waived all objections and oppositions to the fairness,
9 reasonableness, and adequacy of the Settlement.

10 (c) Objections to Settlement of Class Claims. Any Settlement Class Member,
11 other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims
12 and may appear at the Final Approval Hearing and object whether or not they have filed a written
13 objection as outlined herein. To object, a Settlement Class Member shall inform the Settlement
14 Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice
15 Response Deadline at the address set forth in the Notice. Such objection shall include the full
16 name, address, telephone number, dates of employment with Defendant of the Objecting
17 Settlement Class Member, the case name and number, the basis for the objection, including any
18 legal support and each specific reason in support of the objection, as well as any documentation
19 or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by
20 counsel, the name and address of his/her/their counsel. If any Objecting Settlement Class Member
21 wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting
22 Settlement Class Member's written submission should include a request to be heard, and the Court
23 will determine whether Objecting Settlement Class Members will be permitted to speak. The
24 Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel
25 within three (3) days of receipt, and the Settlement Administrator shall attach the same to its
26 declaration of due diligence it files with the Court prior to the Final Approval Hearing. Any
27 Participating Class Member who files an objection remains eligible to receive monetary
28 compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees,

costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure section 663. Settlement Class Members and Aggrieved Employees may not object to or opt out of the Settlement with respect to the PAGA Claims.

(d) Failure to Object. Any Settlement Class Member who desires to object with respect to the Class Claims but fails to timely submit a written objection waives any right to object will be foreclosed from making any objection to this Settlement. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Settlement Class Members at least five (5) court days before the date of the Final Approval Hearing.

69. Settlement Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

70. Funding of the Settlement Amount. Defendant shall make a one-time deposit into the QSF of the Settlement Amount, as described in Paragraph 47(a) that is necessary to make all payments required under this Settlement, within ten (10) days after the Effective Date, plus Defendant shall separately pay its share of employer payroll taxes as calculated and directed by the Settlement Administrator.

71. Qualified Settlement Fund. The Qualified Settlement Fund shall be established at

a federally insured bank that is acceptable to Defendant and the Settlement Administrator. The Parties agree that the Qualified Settlement Fund is intended to be a “Qualified Settlement Fund” under section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, et seq., and will be administered by the Settlement Administrator as such. With respect to the Qualified Settlement Fund, the Settlement Administrator shall: (1) open and administer a Settlement Account in such a manner as to qualify and maintain the qualification of the Qualified Settlement Fund as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) calculate, withhold, remit and report each Participating Class Member’s share of applicable payroll taxes (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and any state or local employment taxes), and indemnify Defendant for any penalty arising out of any error or incorrect calculation and/or interest with respect to any late deposit of the same; (3) calculate and cooperate with Defendant to remit and to permit Defendant to report Defendant’s share of applicable taxes (including, without limitation, federal, state and local income tax withholding, FICA, Medicare, unemployment insurance, employment training tax, state disability insurance and any state or local employment taxes), and indemnify Defendant for any penalty arising out of any error or incorrect calculation and/or interest with respect to the same; (4) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the Qualified Settlement Fund and any interest or other income earned by the Qualified Settlement Fund; and (5) satisfy out of the Qualified Settlement Fund all (i) taxes (including any estimated taxes, interest or penalties) with respect to the interest or other income earned by the Qualified Settlement Fund, if any, and (ii) fees, expenses and costs incurred in connection with the opening and administration of the Qualified Settlement Fund and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of administering the Qualified Settlement Fund and as Settlement Administration Costs. The Parties and the 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 CFR §1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 CFR

§1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

72. Distribution of Funds. No later than ten (10) calendar days after deposit of the payment into the QSF, the Settlement Administrator will mail the payments to the Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment to the Class Representatives, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement Administration Costs.

73. Deadline for Cashing Settlement Checks. Final Settlement Class Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Final Settlement Class Member's check is not cashed within that period, the check will be void and a stop-payment will be issued. All unclaimed funds shall be sent to the California Unclaimed Property Fund in the name of the class member. The release will be binding upon all Final Settlement Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check and will notify Defense Counsel and Class Counsel that a re-issued check has been sent. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Final Settlement Class Member notifies the Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

74. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however,

1 prevent a Party from seeking enforcement of this Agreement.

2 75. Without prejudice to any other remedies, the Settlement Administrator shall agree
3 to be responsible for any breach of its obligations (whether committed by the Settlement
4 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from
5 and against all liabilities, claims, causes of action, costs and expenses (including legal fees and
6 expenses) arising out of any breach committed by the Settlement Administrator or its agents.

7 **H. Duties of the Parties Prior to the Court's Approval**

8 76. Upon completion of the execution of this Settlement Agreement, Plaintiff will
9 move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval
10 Order accomplishing the following:

11 (a) Scheduling the Final Approval Hearing on the issue of whether this
12 Settlement should be finally approved as fair, reasonable, and adequate as to the Class Members
13 and a hearing on fees, costs, and the Service Payment;

14 (b) Approving as to form and content the proposed Notice;

15 (c) Directing the mailing of the Notice by first class mail to the Settlement
16 Class Members;

17 (d) Preliminarily approving this Settlement; and

18 (e) Preliminarily certifying the class for purposes of this Settlement.

19 77. Reallocation of Settlement Proceeds. In the event the Court fails, on its first
20 hearing, to approve this Agreement because the amount of the PAGA penalties is not adequate,
21 then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within
22 this Agreement, to try to achieve Final Approval of the Agreement upon any subsequent Court
23 hearings.

24 **I. Duties of the Parties Following Court's Final Approval**

25 78. In connection with the Final Approval Hearing provided for in this Settlement
26 Agreement, Class Counsel shall submit a proposed Final Approval Order:

27 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and
28 adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. Voiding the Agreement

79. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

80. If ten percent (10%) or more of the Settlement Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercise such option under this paragraph, they shall be relieved of any obligation to pay the Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days of being notified by the Settlement Administrator of a 10% or greater opt-out rate. In such event, the Parties shall be restored to their respective positions in all respects as though the contemplated settlement never occurred. In the event of such a termination, no party may use the fact that the Parties agreed to settle or the terms provided herein as an admission, as evidence, or for any other purpose, including, without limitation, to prove any liability or the amount of any sum allegedly owed by any Party. All parties and their counsel shall not encourage opt-outs or objections to this Agreement. The parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

81. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay

1 the Settlement Amount, or any amounts that otherwise would have been owed under this
2 Settlement.

3 82. If the Settlement is voided or fails for any reason, any costs incurred by the
4 Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise
5 specified in this Agreement.

6 **K. Other Terms**

7 83. Full and Complete Defense. This Agreement may be pleaded by any Released
8 Party as a full and complete defense to and may be used as the basis for an injunction against, any
9 action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted,
10 asserting any Released Claim.

11 84. Waiver. The waiver by one Party of any breach of this Agreement by another Party
12 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

13 85. Parties' Authority. The signatories hereto represent that they are fully authorized
14 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions
15 hereof.

16 86. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
17 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
18 such documents and to take such other action as may reasonably be necessary to implement the
19 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best
20 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that
21 may become necessary by order of the Court, or otherwise, to effectuate this Settlement
22 Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement
23 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and
24 Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval
25 of the settlement and the final entry of judgment.

26 87. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
27 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
28 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,

1 cause of action, or rights released and discharged by this Settlement Agreement.

2 88. No Admission. Defendant denies any and all liability to Plaintiff and/or any
3 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
4 that might have been asserted in this Action. Nonetheless, Defendant wish to settle and
5 compromise the matters at issue in the Complaint to avoid further substantial expense and the
6 inconvenience and distraction of protracted and burdensome litigation. Defendant also have taken
7 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
8 in the defenses that they have asserted or could assert against Plaintiff, have determined that it is
9 desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and
10 conditions set forth in this Agreement.

11 89. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
12 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
13 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
14 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
15 Settlement Agreement with the intention of avoiding further disputes and litigation with the
16 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and
17 it, along with all related documents such as the notices, and motions for preliminary and final
18 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of
19 Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to
20 approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for
21 class certification as part of this Settlement Agreement is for settlement purposes only and if, for
22 any reason the settlement is not approved, the stipulation will be of no force or effect.

23 90. Notices. Unless otherwise specifically provided herein, all notices, demands, or
24 other communications given hereunder shall be in writing and shall be deemed to have been duly
25 given as of the third business day after mailing by United States registered or certified mail, return
26 receipt requested, addressed:

27 To the Settlement Class Members and Aggrieved Employees:

28

Mehrdad Bokhour <i>mehrdad@bokhourlaw.com</i>	Joshua Falakassa <i>josh@falakassalaw.com</i>
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1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Sumy Kim
skim@ohaganmeyer.com
One Embarcadero Center, Suite 2100
San Francisco, California 94111
Tel: (628) 626-6905

91. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

92. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

93. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

94. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of the mediator identified in this Agreement to

1 resolve any dispute they are unable to resolve informally. During this period, the Parties shall
2 bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other
3 proceeding instituted by any person or entity other than Plaintiff or Defendant.

4 95. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
5 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure
6 section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action
7 over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations
8 of this Agreement.

9 96. Enforceability. Pursuant to California Evidence Code section 1123(a) and (b), this
10 Agreement is intended by the Parties to be, and shall be, enforceable, binding and admissible in
11 a court of law.

12 97. Choice of Law. This Settlement Agreement shall be governed by and construed,
13 enforced, and administered in accordance with the laws of the State of California, without regard
14 to its conflicts-of-law rules.

15 98. Integration Clause. This Settlement Agreement contains the entire agreement
16 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
17 or contemporaneous agreements, understandings, representations, and statements, whether oral
18 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
19 hereunder may be waived except in writing.

20 99. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
21 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
22 successors, and assigns.

23 100. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
24 because the members of the Settlement Class are numerous, it is impossible or impractical to have
25 each Final Class Member execute this Settlement Agreement. The Notice will advise all
26 Settlement Class Members of the binding nature of the releases provided herein and such shall
27 have the same force and effect as if this Settlement Agreement were executed by each Final
28 Settlement Class Member.

101. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

8/22/2023

Dated: August __, 2023

CLASS REPRESENTATIVE:

DocuSigned by:

Thomas Mason

65CE8748E72E457

Thomas D. Mason

Dated: August 22, 2023

DEFENDANT:

PACIFIC PAPER TUBE, INC.

By: Casey Wallace
Its: Vice president

APPROVED AS TO FORM:

8/22/2023

Dated: August ___, 2023

CLASS COUNSEL

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

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Joshua Falakassa
Attorneys for Plaintiff

8/22/2023

Dated: August ___, 2023

BOKHOUR LAW GROUP, P.C.

DocuSigned by:

Mehrdad Bokhour

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Mehrdad Bokhour
Attorneys for Plaintiff

Dated: August 22, 2023

DEFENDANT'S COUNSEL:

O'HAGAN MEYER

Sumy Kim

Sumy Kim
Attorneys for Defendant,
Pacific Paper Tube, Inc.