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15
16 SUPERIOR COURT OF CALIFORNIA
17 FOR THE COUNTY OF SAN BERNARDINO
18

19 LUIS CASTRO CHACON, individually and) CASE NO. CIVDS1925972
20 on behalf of others similarly situated,)
21 Plaintiff,) [Assigned to Hon. David Cohn, Dept.
S26]

22 vs.)

23 GREEN FIBER COMPANY, a California)
corporation, GREEN FIBER)
24 INTERNATIONAL, INC., a California)
corporation; INDORAMA VENTURES)
25 SUSTAINABLE SOLUTIONS FONTANA,)
INC., a California corporation; and DOES 3)
26 through 50, inclusive,)

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

Complaint Filed: August 30, 2019
FAC Filed: October 17, 2019
SAC Filed: May 17, 2021

27 Defendants.
28

1 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiff Luis Castro Chacon (“Plaintiff” or
3 “Class Representative”), as an individual and on behalf of all others similarly situated, and private
4 attorney general, and Defendants Green Fiber Company (“GFC”), Green Fiber International, Inc.
5 (“GFI”), and Indorama Ventures Sustainable Solutions Fontana, Inc. (“Indorama”) (collectively
6 GFC, GFI and Indorama are referred to as “Defendants”).

7 DEFINITIONS

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

10 1. “Action” means the above-captioned action pending in San Bernardino County
11 Superior Court entitled *Chacon v. Green Fiber Company, et al.*, Case No. CIVDS1925972, filed
12 on August 19, 2019. On or about October 17, 2019, Plaintiff filed a First Amended Complaint
13 adding a representative cause of action under the Labor Code Private Attorneys General Act to the
14 Action. On February 24, 2021, Plaintiff named GFI and Indorama as Does 1 and 2 respectively.
15 On May 17, 2021, a Second Amended Complaint (SAC), the current operative complaint, was
16 filed.

17 2. “Attorneys’ Fees and Costs” means (i) attorneys’ fees agreed upon by the Parties
18 and approved by the Court for Class Counsel’s litigation and resolution of the Action, and (ii)
19 reasonable costs incurred and to be incurred by Class Counsel in the litigation and settlement of
20 the Action, (including, but not limited to, costs associated with documenting the Settlement,
21 securing the Court’s approval of the Settlement, and expenses for any experts), agreed upon by the
22 Parties and approved by the Court.

23 3. “Class Counsel” means Heather Davis and Amir Nayebdadash of Protection Law
24 Group, LLP.

25 4. “Class List” means a complete list of all Class Members created by Defendants
26 diligently and in good faith from their records, in a readable Microsoft Office Excel spreadsheet
27 format that includes the following information: (i) each Class Member’s full name; (ii) last known
28 mailing address and telephone number; (iii) Social Security number; (iv) dates of employment; (v)

1 total Pay Periods worked at Defendants in California during the Class Period; (vi) total Pay Periods
2 worked at Defendants in California during the PAGA Period; and (vii) any other information
3 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

4 5. “Class Member(s)” means: All current and former hourly-paid, non-exempt
5 employees of Green Fiber Company, Green Fiber International, Inc., and Indorama Ventures
6 Sustainable Solutions Fontana, Inc. who were employed by Green Fiber Company, Green Fiber
7 International, Inc., and Indorama Ventures Sustainable Solutions Fontana, Inc. in the state of
8 California at any time during the Class Period and who have not expressly received monies in
9 exchange for the release of any of the claims at issue in the Action in connection with an individual
10 lawsuit, administrative claim to the Department of Labor and/or Division of Labor Standards
11 Enforcement, or demand letter submitted to Options by counsel for the employee. Defendants
12 estimate that there are approximately 114 Class Members.

13 6. “Class Period” means the period from August 30, 2015 through April 30, 2022.

14 7. “Class Representative” means Plaintiff Luis Castro Chacon.

15 8. “Class Representative Enhancement Payment” means the amount to be paid to
16 Plaintiff Luis Castro Chacon in recognition of his effort and work in prosecuting the Action on
17 behalf of Class Members and in exchange for a general release of his claims. Subject to the Court
18 granting Final Approval of the Settlement and subject to the exhaustion of any and all appeals,
19 Plaintiff will request Court approval of a Class Representative Enhancement Payment of Seven
20 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). Any portion of the Class
21 Representative Enhancement Payment not approved by the Court to be awarded to Plaintiff will
22 be part of the Net Settlement Amount.

23 9. “Court” means the Superior Court of the State of California for the County of San
24 Bernardino.

25 10. “Counsel for Defendants” means Lisa K. Garner and Joshua B. Wagner of Gordon
26 Rees Scully Mansukhani LLP.

27 11. “Defendants” means Defendants Green Fiber Company, Green Fiber International,
28 Inc., and Indorama Ventures Sustainable Solutions Fontana, Inc.

1 12. “Effective Date” means the later of: (a) if any objections are submitted and not
2 subsequently withdrawn, the date for filing an appeal and no such appeal being filed; (b) if any
3 timely appeals are filed, the resolution (or withdrawal) of any such appeal in a way that does not
4 alter the terms of the Settlement; or (c) if there are no objections, or if all objections are withdrawn
5 and no appeals are filed, the date upon which the Court enters Final Approval.

6 13. “Final Approval” means the Court entering an order granting final approval of the
7 Settlement Agreement.

8 14. “Final Approval/Settlement Fairness Hearing” means the hearing on Class
9 Counsel’s Motion for Final Approval of the Settlement Agreement.

10 15. “Gross Settlement Amount” means the maximum settlement amount of Six
11 Hundred and Fifty Thousand Dollars (\$650,000.00), which includes all Individual Settlement
12 Payments to Participating Class Members and/or PAGA Members, the Class Representative
13 Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement
14 Administrator, a Labor and Workforce Development Agency Payment, and the Attorneys’ Fees
15 and Costs. This is a non-reversionary and no-claims made settlement. Defendants are responsible
16 for the employer’s share of payroll taxes for their employees, which shall be funded in addition to
17 the Gross Settlement Amount.

18 16. “Individual Settlement Payment” means the amount payable from the Net
19 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
20 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
21 Payments shall be paid by a Settlement Check made payable to Participating Class Members
22 and/or PAGA Members.

23 17. “Labor and Workforce Development Agency Payment” or “PAGA Settlement
24 Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce
25 Development Agency (“LWDA”) in connection with the claim under the Labor Code Private
26 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”) and that is approved
27 by the Court for such purposes.

28 18. “Net Settlement Amount” means the portion of the Gross Settlement Amount

1 remaining after deduction of the approved Class Representative Enhancement Payment,
2 Settlement Administration Costs, Labor and Workforce Development Agency Payment, and the
3 Attorneys' Fees and Costs.

4 19. "Notice of Class Action Settlement" or "Notice" means the document, substantially
5 in the form attached here as Exhibit A, that will be mailed to Class Members.

6 20. "Objection" means a Class Member's valid and timely written objection to the
7 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
8 address, telephone number, last four digits of the employees social security number or employee
9 ID number and (b) a written statement of all grounds for the objection accompanied by legal
10 support, if any, for such objection.

11 21. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
12 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

13 22. "PAGA Members" means all current and former non-exempt employees of
14 Defendants who were employed by Defendants in the state of California at any time during the
15 PAGA Period.

16 23. "PAGA Period" means the period from August 9, 2018 through April 30, 2022.

17 24. "Participating Class Members" or "Settlement Class" means all Class Members
18 who do not submit valid and timely requests for exclusion.

19 25. "Parties" means Plaintiff and Defendants collectively.

20 26. "Pay Period" shall mean any pay period in which a Class Member or PAGA
21 Member worked at least one (1) day.

22 27. "Plaintiff" means Luis Castro Chacon.

23 28. "Preliminary Approval" means the Court order granting preliminary approval of
24 the Settlement Agreement.

25 29. "Qualified Settlement Fund Account" shall mean the Qualified Settlement Fund
26 Account established, designated and maintained by the Settlement Administrator to accept
27 payment from Defendants to fund Attorneys' Fees and Costs, the Class Representative
28 Enhancement Payment, Individual Settlement Payments, the PAGA Settlement Amount, and

1 Settlement Administration Costs.

2 30. "Released Class Claims" means all claims, rights, demands, liabilities, and causes
3 of action, that were or could have been pleaded based upon, arising from, or related to, the factual
4 allegations set forth in the operative complaint in the Action against the Released Parties,
5 including, but not limited to claims for: (i) failure to pay all regular wages, minimum wages, and
6 overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
7 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary
8 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
9 wages timely at time of termination or resignation; (vii) failure to timely pay wages during
10 employment; (viii) unfair business practices that could have been premised on the claims, causes
11 of action or legal theories of relief described above or any of the claims, causes of action or legal
12 theories of relief pleaded in the operative complaint; (ix) failure to maintain required payroll
13 records; and (x) failure to pay for all vested and unpaid vacation wages (collectively, the "Released
14 Class Claims"). This release shall apply to all Participating Class Members and all claims arising
15 during the Class Period. Separate and apart from the Released Claims by Participating Class
16 Members, Plaintiff Chacon, as an individual will provide a complete and general release of all
17 known or unknown claims he may hold through the Effective Date of this Agreement.

18 31. "Released Class Claims Period" means the period from August 30, 2015 through
19 April 30, 2022.

20 32. "Released PAGA Claims" means all claims under PAGA, for civil penalties based
21 on the facts alleged in the operative Complaint or which could have been alleged based on those
22 facts, including all allegations and claims stated in the letters sent to the Labor Workforce and
23 Development Agency by Class Counsel dated August 9, 2019 and February 23, 2021 and including
24 civil penalties under PAGA for violations of the provisions of the applicable IWC Wage Orders
25 and the Labor Code for the PAGA Period.

26 33. "Released Parties" means Defendants and any of their former and present parents,
27 subsidiaries, affiliates, divisions, predecessors, successors, and assigns, as well as all past and
28 present officers, directors, employees, partners, agents, attorneys, insurers, and any other

1 successors, assigns, or legal representatives, if any, of each such entities.

2 34. "Request for Exclusion" means a valid and timely letter submitted by a Class
3 Member to the Settlement Administrator indicating a request to be excluded from the Settlement.
4 To be effective, the Request for Exclusion must contain (a) the Class Member's name, address,
5 telephone number, and the last four digits of the Class Member's Social Security number and/or
6 the Employee ID number and (b) a clear statement requesting to be excluded from the settlement
7 of the class claims similar to the following: "I wish to exclude myself from the class settlement
8 reached in the matter of *Luis Castro Chacon v. Green Fiber Company*. I understand that by
9 excluding myself, I will not receive money from the settlement reached in this matter." To be
10 effective, the Request for Exclusion must be post-marked by the Response Deadline and received
11 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release
12 of claims arising under the Private Attorneys General Act.

13 35. "Response Deadline" means the deadline by which Class Members must postmark
14 valid requests for exclusion or valid objections to the Settlement Administrator in order to be
15 considered timely. The Response Deadline will be sixty (60) calendar days from the initial mailing
16 of the Notice by the Settlement Administrator. In the event the 60th day falls on a Sunday or
17 Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal
18 Service is open. The Response Deadline for Requests for Exclusion or objections will be extended
19 fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
20 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the
21 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
22 Response Deadline may also be extended for one or more Class Members by written agreement
23 between Class Counsel and counsel for Defendants. Under no circumstances will the Settlement
24 Administrator have the authority unilaterally to extend the Response Deadline for Class Members
25 to submit a request for exclusion or objections to the Settlement.

26 36. "Settlement Administrator" means ILYM Group, Inc. or any other third-party class
27 action settlement administrator agreed to by the Parties and approved by the Court for the purposes
28 of administering the Settlement. The Parties and their counsel each represent that they do not have

1 any financial interest in the Settlement Administrator or otherwise have a relationship with the
2 Settlement Administrator that could create a conflict of interest.

3 37. "Settlement Administration Costs" means the costs payable from the Gross
4 Settlement Amount to the Settlement Administrator for administering the Settlement, including,
5 but not limited to printing, distributing, and tracking documents for the Settlement, calculating
6 estimated amounts per Class Member, tax reporting, distributing the Gross Settlement Amount,
7 providing necessary reports and declarations, providing notice of Final Approval to Participating
8 Class Members and other duties and responsibilities set forth herein to process the Settlement and
9 as requested by the Parties. The Settlement Administration Costs will be paid from the Gross
10 Settlement Amount. The Settlement Administration Costs are not to exceed \$6,000.00.

11 38. "Settlement Payment Check" means the check distributed to a Participating Class
12 Member and/or PAGA Members in the amount of the Individual Settlement Payment pursuant to
13 the Settlement Agreement.

14 **PROCEDURAL HISTORY**

15 39. On August 30, 2019, the initial complaint was filed against Green Fiber Company.
16 A PAGA Notice, a required prerequisite notice to the California's Labor & Workforce
17 Development Agency, was sent on August 9, 2019. The First Amended Complaint (FAC) was
18 filed October 17, 2019 to add a PAGA cause of action. The PAGA Notice was amended on
19 February 23, 2021 to add GFI and Indorama. On February 24, 2021, Plaintiff named GFI and
20 Indorama as Does 1 and 2 respectively. In May of 2021, leave to file a Second Amended
21 Complaint (SAC) was granted, and the SAC was filed on May 17, 2021. The only difference
22 between the FAC and the SAC is that in the SAC, GFI and Indorama are named defendants instead
23 of just Doe defendants. The causes of action alleged against all Defendants are: 1) failure to pay
24 overtime; (2) failure to provide or pay for meal periods; (3) failure to provide or pay for rest breaks;
25 (4) failure to pay minimum wages; (5) failure to timely pay all wages upon termination; (6) failure
26 to timely pay all wages during employment; (7) inaccurate wage statements; (8) failure to keep
27 accurate payroll records; (9) unreimbursed business expenses; (10) unpaid vacation time; (11)
28 unfair business practices; and (12) PAGA.

1 40. The Parties engaged in mediation with neutral Jeffrey Krivis, Esq. on November 3,
2 2021. Prior to mediation, Plaintiff propounded formal discovery and the Parties also engaged in
3 informal discovery. The Parties were able to reach a settlement via a Mediator's Proposal.

4 **TERMS OF AGREEMENT**

5 Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as follows:

6 41. Funding of the Gross Settlement Amount. Within thirty (30) calendar days after
7 the Effective Date, Defendants shall remit the Gross Settlement Amount, plus the employer's share
8 of payroll taxes due on the wage portion of the Gross Settlement Amount, into a Qualified Interest
9 Bearing Settlement Fund Account to be established by the Settlement Administrator. The interest
10 accrued will be distributed to Participating Class Members in a pro rata basis.

11 42. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any
12 application or motion by Class Counsel for attorneys' fees of not more than 35% of the Gross
13 Settlement Amount, or \$227,500.00, plus the reimbursement of reasonable costs and expenses
14 associated with Class Counsel's litigation and settlement of the Action not to exceed \$30,000. The
15 Parties agree that any reduction in the amount of attorneys' fees and costs awarded is not a basis
16 to void the Settlement Agreement and Class Counsel has the right to appeal the Court's ruling
17 regarding the fees. Any court-ordered reduction in Attorneys' Fees and Costs shall be added to
18 the Net Settlement Amount.

19 43. Class Representative Enhancement Payment. In recognition of his effort and work
20 in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede
21 any application or motion for a Class Representative Enhancement Payment of \$7,500.00 to
22 Plaintiff Chacon for his services on behalf of the Settlement Class and for the general release of
23 his claims against Defendants. The Class Representative Enhancement Payment will be paid from
24 the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment
25 paid pursuant to the Settlement. Plaintiff Chacon will be solely and legally responsible to pay any
26 and all applicable taxes on the payment made pursuant to this paragraph and will indemnify and
27 hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a
28 result of the payment. Any court-ordered reduction of the Class Representative Enhancement

1 Payment shall be added to the Net Settlement Amount.

2 44. Settlement Administration Costs. The Settlement Administrator will be paid for
3 the reasonable costs of administration of the Settlement and distribution of payments from the
4 Gross Settlement Amount, which costs are not to exceed \$6,000.00. These costs, which will be
5 paid from the Gross Settlement Amount, will include, *inter alia*, the costs of the following:
6 required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 Forms,
7 printing and distributing the Notice Packet, calculating and distributing the Gross Settlement
8 Amount, posting notice of final approval on its website, providing necessary reports and
9 declarations, and providing other such assistance as ordered by the Court or requested by the
10 Parties in connection with this Settlement. Any court-ordered reduction of the Settlement
11 Administration Costs shall be added to the Net Settlement Amount.

12 45. Labor and Workforce Development Agency Payment. The Parties agree that the
13 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the Gross Settlement
14 Amount will be allocated to the resolution of any and all Class Members' claims arising under
15 PAGA. Any increase in this amount by the Court will not constitute grounds by either Party to
16 void the Settlement Agreement, so long as the Gross Settlement Amount does not increase.
17 Pursuant to PAGA, seventy-five percent (75%), or \$18,750.00, of the PAGA Settlement Amount
18 will be paid to the LWDA, and twenty-five percent (25%), or \$6,250.00, of the PAGA Settlement
19 Amount will be included in the Net Settlement Amount. Pursuant to the July 1, 2016 amendments
20 to the PAGA, Class Counsel will forward a copy of the executed Settlement Agreement to the
21 LWDA at the same time that it is submitted to the Court.

22 46. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
23 Individual Settlement Payments to Participating Class Members in accordance with the terms of
24 the Settlement Agreement. The Net Settlement Amount will equal the amount in the Qualified
25 Settlement Fund Account after the payments described above are allocated to the LWDA, Plaintiff,
26 Class Counsel, and the Settlement Administrator.

27 47. Individual Settlement Payment Calculations. Each Participating Class Member's
28 share of the Net Settlement Amount shall be determined based on his/her individual number of

1 Pay Periods during the Class Members' employment in California during the Class Period. Each
2 Participating Class Member's share of the Net Settlement Amount will be determined by
3 multiplying the Net Settlement Amount by his or her respective Pay Periods worked for
4 Defendants during the Class Period and divided by the total Pay Periods worked by all Class
5 Members during the Class Period.

6 48. Pay Period Calculations. Defendants shall be responsible for providing to the
7 Settlement Administrator with the data set of Pay Periods worked by each respective Class
8 Member employed by Defendants in California during the Class Period. This is a material term of
9 the Agreement, and if Defendants fail to comply after meeting and conferring between Plaintiff
10 and Defendants and Defendants being provided a reasonable opportunity to cure, only then
11 Plaintiff shall have the right to void the Agreement. The Gross Settlement Amount is based on
12 Defendants' representations that the Class Members worked a total of 6,603 Pay Periods during
13 the Class Period through October 31, 2021. Pay Periods for each Class Member are calculated as
14 follows: Taking the total number of days from hire date /class start (whichever is later) to
15 termination/April 30, 2022 (as applicable) and dividing those dates by 30 to get months and then
16 multiplying the number of months by 2 pay periods each month to get total Pay Periods.

17 49. Potential Increase in Gross Settlement Amount or Limit to Class Period. Should
18 the qualifying Pay Periods worked by the Class Members during the Class Period ultimately
19 increase by more than 10% (*i.e.*, by more than 661 Pay Periods), Defendants shall increase the
20 Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of
21 Pay Periods worked by the Class Members above 10%. For example, if the number of Pay Periods
22 increases by 11% the Gross Settlement Amount will increase by 1%. If the total number of Pay
23 Periods exceeds 10% of the 6,603 Pay Periods represented at mediation at time of Preliminary
24 Approval, Defendants may, in their sole discretion, elect one of the following options: (i) modify
25 the end date of the Class Period to coincide with the date the Pay Period count exceeds 10% of the
26 6,603 Pay Periods represented at mediation; or (ii) consent to an increase in the amount of the
27 Gross Settlement on a pro rata basis equal to the increase in the number of Pay Periods that is more
28 than 10% above the 6,603 Pay Periods represented at mediation (*e.g.*, an eleven percent (11%

1 increase in the number of Pay Periods results in a one percent (1%) potential pro rata increase).

2 50. Funding of the Gross Settlement Amount. Within thirty (30) calendar days of the
3 Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount and all
4 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established
5 by the Settlement Administrator. Defendants shall provide all information necessary for the
6 Settlement Administrator to calculate necessary payroll taxes including their official name, 8-digit
7 state unemployment insurance tax ID number, and other information requested by the Settlement
8 Administrator, no later than seven (7) calendar days of the Effective Date. This is a material term
9 of the Agreement, and if Defendants fail to comply after meeting and conferring between Plaintiff
10 and Defendants and providing Defendants a reasonable opportunity to cure, only then Plaintiff
11 shall have the right to void the Agreement.

12 51. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days
13 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
14 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
15 Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel’s Fees and Costs
16 and (e) Settlement Administration Costs.

17 52. Net Settlement Amount for Payment of Class Claim. The Net Settlement Amount
18 will be used to satisfy the class portion of Participating Class Members Individual Settlement
19 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
20 is as follows:

21	Gross Settlement Amount	\$	650,000.00
22	Enhancement Payments:	\$	7,500.00
23	Class Counsel’s Fees:	\$	227,500.00
24	Class Counsel’s Costs:	\$	30,000.00
25	PAGA Payment	\$	25,000.00
26	Settlement Administration Costs:	\$	6,000.00
27	Estimated Net Settlement Amount	\$	354,000.00

28 53. Individual Settlement Payment Calculations. Individual Settlement Payments will

1 be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for
2 PAGA Members and shall be paid pursuant to the formula set forth herein:

3 (a) Calculation of Class Portion of Individual Settlement Payments. The
4 Settlement Administrator will calculate the total Pay Periods for all
5 Participating Class Members by adding the number of Pay Periods worked
6 by each Participating Class Member during the Class Period. The
7 respective Pay Periods for each Participating Class Member will be divided
8 by the total Pay Periods for all Participating Class Members, resulting in the
9 Payment Ratio for each Participating Class Member. Each Participating
10 Class Member's Payment Ratio will then be multiplied by the Net
11 Settlement Amount to calculate each Settlement Class Member's estimated
12 share of the Net Settlement Amount.

13 (b) Calculation of PAGA Portion of Individual Settlement Payments. The
14 Settlement Administrator will calculate the total Pay Periods for all PAGA
15 Members by adding the number of Pay Periods worked by each PAGA
16 Member during the PAGA Period. The respective Pay Periods for each
17 PAGA Member will be divided by the total Pay Periods for all PAGA
18 Members, resulting in the Payment Ratio for each PAGA Member. Each
19 PAGA Member's Payment Ratio will then be multiplied by the employee
20 portion of the PAGA Payment to calculate each PAGA Member's estimated
21 share of the PAGA Payment. PAGA Members shall receive this portion of
22 their Individual Settlement Payment regardless of whether they opt out of
23 the participation regarding the class claims.

24 (c) Tax Treatment of Individual Settlement Payments. All Individual
25 Settlement Payments will be allocated as twenty percent (20%) as wages,
26 which will be reported on W-2 and subject to payroll tax withholding, and
27 forty percent (40%) as penalties, and forty percent (40%) interest, which
28 shall be reported on an IRS Form 1099 by the Settlement Claims

1 Administrator.

2 54. Further Distribution of Non-Negotiated Payments. This is a non-reversionary
3 settlement. All Individual Settlement Payment checks to Participating Class Members and/or
4 PAGA Members shall be valid for one hundred eighty (180) days. If any checks to Participating
5 Class Members and PAGA Members remain uncashed 180 calendar days after distribution of the
6 Net Settlement Amount, such remaining funds shall be forwarded to the Controller of the State of
7 California pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, to be
8 held in trust for those Participating Class Members and PAGA Members who did not timely cash
9 their Settlement checks. The Parties agree that this disposition results in no “unpaid residue” under
10 California Civil Procedure Code § 384, as all payments to the Participating Class Members and
11 PAGA Members will be paid out, whether or not these individuals cash their Settlement checks.
12 Therefore, Defendants will not be required to pay any interest on such amounts.

13 55. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
14 Participating Class Members pursuant to the Settlement Agreement, as well as any other payments
15 made pursuant to the Settlement Agreement, will not be utilized to calculate any additional benefits
16 under any benefit plans to which any Class Members may be eligible, including, but not limited
17 to, profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, PTO plans,
18 and any other benefit plan. Rather, it is the Parties’ intention that the Settlement Agreement will
19 not affect any rights, contributions, or amounts to which any Participating Class Members may be
20 entitled under any benefit plans.

21 56. Settlement Administration Process. The Parties agree to cooperate in the
22 administration of the Settlement and to make all reasonable efforts to control and minimize the
23 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
24 will provide, including but not limited, the following services:

- 25 (a) Establish and maintain a Qualified Settlement Fund Account.
- 26 (b) Calculate the Individual Settlement Payment each Class Member is eligible
27 to receive and the portion of the PAGA Payment each PAGA Member shall receive (the “Net
28 Individual Settlement Check Amount”), including the respective employer’s share of taxes on the

1 wage portion of payments. This service will include printing and issuance of checks to the
2 Participating Class Members in the Net Individual Settlement Check Amount, basic accounting
3 together with the preparation and submission of any necessary accompanying forms, and
4 preparation of 1099 and W-2 Tax Forms.

5 (c) Print and mail the Notice Packet. Prior to mailing the Notice, the Settlement
6 Administrator shall perform a National Change of Address (“NCOA”) search for any new
7 addresses for Class Members.

8 (d) Establish and maintain a toll free information telephone support line to
9 assist Class Members who have questions regarding the Notice.

10 (e) Conduct at least one (1) additional address search, through Accurant or
11 similar database, for mailed Notices and Individual Settlement Payments that are returned without
12 a forwarding address and as undeliverable.

13 (f) Process requests for exclusion, objections, and field inquiries from Class
14 Members.

15 (g) Provide declarations and/or other information, as requested by the Parties
16 and/or the Court.

17 (h) Provide weekly status reports to counsel for the Parties.

18 (i) Distribute all payments pursuant to this Settlement Agreement, subject to
19 Court approval.

20 (j) Posting a notice of final judgment online at Settlement Administrator’s
21 website.

22 57. Delivery of the Class List and Tax Rate Information. Within fourteen (14) calendar
23 days of Preliminary Approval, Defendants will provide the Class List and Tax Rate Information
24 to the Settlement Administrator. Defendants shall provide the Settlement Administrator with a
25 Microsoft Excel spreadsheet containing the following information for each class Member: (1) full
26 name; (2) last known home address and phone number; (3) social security number; (5) start and
27 end dates of active employment as a non-exempt employee of Defendants in the State of
28 California; (6) total Pay Periods during the Class Period; (7) total Pay Periods during the PAGA

1 Period; and (8) any other information required by the Settlement Administrator in order to
2 effectuate the terms of the Settlement (“Class List”). This is a material term of the Agreement,
3 and if Defendants fail to comply after meeting and conferring between Plaintiff and Defendants
4 and providing Defendants with a reasonable opportunity to cure, only then Plaintiff shall have the
5 right to void the Agreement.

6 58. Confirmation of Contact Information in the Class List. Prior to mailing the Notice,
7 the Settlement Administrator will perform a search based on the National Change of Address
8 Database for information to update and correct for any known or identifiable address changes.
9 Any Notices returned to the Settlement Administrator with a forwarding address on or before the
10 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
11 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
12 on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly
13 attempt to determine the correct address using a skip-trace, or other search using the name, address
14 and/or Social Security number of the Class Member involved, and will then perform a single re-
15 mailing. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by
16 request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the
17 Response Deadline to postmark a request for exclusion or an objection to the Settlement.

18 59. Notice. Within seven (7) court days after receiving the Class List from Defendants,
19 the Settlement Administrator will mail a Notice to all Class Members via regular First-Class U.S.
20 Mail, using the most current, known mailing addresses identified in the Class List. Each Notice
21 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement’s
22 principal terms; (c) the Settlement Class definition; (d) the total number of Pay Periods each
23 respective Class Member worked for Defendants during the Settlement Class Period; (e) the
24 amount of each respective Class Member’s estimated Individual Settlement Payment and how that
25 amount was calculated; (f) the dates which comprise the Class Period; (g) instructions on how to
26 submit valid requests for exclusion or objections to the Settlement; (h) the deadlines by which the
27 Class Member must postmark requests for exclusions or objections to the Settlement, or Pay Period
28 disputes; (i) the claims to be released, as set forth herein; and (j) the date for the Final

1 Approval/Settlement Fairness Hearing.

2 60. Disputed Information on Notice. Class Members will have an opportunity to
3 dispute the information provided in their Notice. To the extent Class Members dispute the basis
4 for the amount of their Individual Settlement Payments, Class Members may produce evidence to
5 the Settlement Administrator showing that such information is inaccurate. Absent written
6 documentation rebutting Defendants' records, Defendants' records will be presumed
7 determinative. However, if a Class Member produces written documentation to dispute the
8 Individual Settlement Payment, the Settlement Administrator will evaluate the evidence submitted
9 by the Class Member and will make the claims decision (subject to approval by Class Counsel and
10 counsel for Defendants) as to the Individual Settlement Payment to which the Class Member may
11 be entitled. All such disputes are to be resolved no later than seven (7) court days after the
12 Response Deadline.

13 61. Defective Submissions. If a Class Member's request for exclusion is defective as
14 to the requirements listed herein, that Class Member will be given an opportunity to cure the
15 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
16 court days of receiving the defective submission to advise the Class Member that his or her
17 submission is defective and that the defect must be cured to render the request for exclusion valid.
18 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
19 days from the date of the cure letter, whichever date is later, to postmark a corrected request for
20 exclusion. If a Class Member responds to a cure letter by filing a defective request for exclusion,
21 then the Settlement Administrator will have no further obligation to give notice of a need to cure,
22 and the request for exclusion will be deemed invalid. If the corrected request for exclusion is not
23 postmarked within that period, it will be deemed untimely.

24 62. Request for Exclusion Procedures / Defendants' Unilateral Withdrawal Rights:
25 Any Class Member wishing to opt-out from the Settlement Agreement must sign and timely
26 postmark a written request for exclusion to the Settlement Administrator by the Response Deadline
27 as set forth above. The date of the postmark on the return mailing envelope will be the exclusive
28 means to determine whether a request for exclusion has been timely submitted. All requests for

1 exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class
2 Counsel and Defendants' Counsel the number of Requests for Exclusion that were timely
3 submitted. Any Class Member who submits a valid and timely request to be excluded from the
4 Settlement shall no longer be a member of the Settlement Class, shall be barred from participating
5 in the Settlement, shall be barred from objecting to the Settlement, and shall receive no benefit
6 from the Settlement. The written request for exclusion must: (1) explicitly and unambiguously
7 state the following statement or similar statement: "I wish to exclude myself from the settlement
8 reached in the matter of *Luis Castro Chacon v. Green Fiber*. I understand that by excluding
9 myself, I will not receive any money from the settlement reached in this matter."; (2) contain the
10 name, address, and the last four digits of the Social Security number of the person requesting
11 exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline
12 and returned to the Settlement Administrator at the specified address stated in the Notice. The
13 request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class
14 Member, or if it does not contain the name, and address of the Class Member. Class Members
15 who fail to submit a valid and timely written request for exclusion on or before the Response
16 Deadline shall be bound by all terms of the Settlement and any final judgment entered in this
17 Action if the Settlement is approved by the Court.

18 No later than seven (7) court days after the Response Deadline, the Settlement
19 Administrator shall identify the Class Members who have timely submitted written requests for
20 exclusion in a declaration to the court in support of the motion for final approval. Should the Court
21 order the Parties to include the names of the Class Members who timely submitted a written request
22 for exclusion in the order granting final approval, the Parties will comply with the Court's Order.

23 If five percent (5%) or more of the Class Members submit valid requests for exclusion,
24 Defendants at their sole option may withdraw from this Settlement. Defendants must meet and
25 confer with Class Counsel prior to exercising this right and must make clear their intent to rescind
26 the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the
27 Parties of these opt-outs. If this right is exercised, Defendants will be exclusively responsible for
28 all settlement administration costs incurred to date by the Settlement Administrator.

1 63. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
2 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
3 and valid request for exclusion will be bound by all of its terms, including those pertaining to the
4 Released Claims, as well as the Judgment entered by the Court upon its grant of an Order for Final
5 Approval of the Settlement.

6 64. Objection Procedures. Any Class Member wishing to object to the approval of the
7 Settlement may provide written notice the Settlement Administrator of his or her intent to object
8 and/or orally object at the Final Approval/Settlement Fairness Hearing. Any written objection must
9 be timely postmarked and signed by the Class Member and must state: (a) the full name of the
10 Class Member; (b) the approximate dates of employment of the Class Member; (c) the last four
11 digits of the Class Member's Social Security number and/or the Employee ID number; (d) the
12 factual and legal basis for the objection; and (e) if the Class Member intends to appear at the Final
13 Approval/Settlement Fairness Hearing. The Settlement Administrator shall email a copy of the
14 objection to Class Counsel and counsel for Defendants within three (3) court days of receipt and
15 Class Counsel shall lodge a copy of the objection with the Court. Class Members may also orally
16 object to the Settlement by appearing at the Settlement at the Final Approval/Settlement Fairness
17 Hearing. Any Class Member who submits a request for exclusion shall have no right to object to
18 the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
19 encourage Class Members to file or serve requests for exclusions, written objections to the
20 Settlement, or appeal from the Order and Final Judgment. Class Counsel shall not represent any
21 Class Members with respect to any such objections.

22 65. Certification Reports. The Settlement Administrator will provide Counsel for
23 Defendants and Class Counsel a weekly report which certifies: (a) the number of Class Members
24 who have submitted valid Requests for Exclusion, (b) the number of Class Members who have
25 submitted Notice of Objections, and (c) whether any Class Member has submitted a challenge to
26 any information contained in his or her Notice Packet. Additionally, the Settlement Administrator
27 will provide to counsel for both Parties any updated reports regarding the administration of the
28 Settlement Agreement as needed or requested.

1 66. Certification of Completion. Upon completion of administration of the Settlement,
2 the Settlement Administrator will provide a written declaration under oath to certify such
3 completion to the Court and counsel for all Parties.

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

9 68. Tax Liability. Defendants, Counsel for Defendants, Plaintiff and Class Counsel
10 make no representation as to the tax treatment or legal effect of the payments called for hereunder,
11 and Plaintiff and Participating Class Members are not relying on any statement, representation, or
12 calculation by Defendants, Counsel for Defendants, Plaintiff, Class Counsel or by the Settlement
13 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
14 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
15 described herein.

16 69. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section,
17 the “acknowledging party” and each party to this agreement other than the acknowledging party,
18 an “other party”) acknowledges and agrees that (1) no provision of this agreement, and no written
19 communication or disclosure between or among the parties or their attorneys and other advisers,
20 is or was intended to be, nor will any such communication or disclosure constitute or be construed
21 or be relied upon as, tax advice within the meaning of United States Treasury Department Circular
22 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
23 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
24 connection with this agreement, (b) has not entered into this agreement based upon the
25 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
26 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party
27 to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
28 adviser to any other party has imposed any limitation that protects the confidentiality of any such

1 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
2 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
3 including any transaction contemplated by this agreement.

4 70. No Prior Assignments. The Parties, Class Counsel, and Counsel for Defendants
5 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
6 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of
7 any liability, claim, demand, action, cause of action or right herein released and discharged.

8 71. Release by Participating Class Members. It is the desire of Plaintiff, Participating
9 Class Members, and Defendants to fully, finally, and forever settle, compromise, and discharge
10 the Released Class Claims during the Class Period asserted in the Action. Upon the Final Approval
11 by the Court of the Settlement Agreement, and except as to such rights or claims as may be created
12 by the Settlement Agreement, the Participating Class Members shall fully release and discharge
13 the Released Parties from any and all Released Class Claims for the entire Released Claims Period.
14 This release shall be binding on all Class Members who have not timely submitted a valid and
15 complete request for exclusion, including each of their respective attorneys, agents, spouses,
16 executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the
17 benefit of the Released Parties, who shall have no further or other liability or obligation to any
18 Participating Class Member with respect to the Released Class Claims, except as expressly
19 provided herein.

20 72. Release of PAGA. As of the date of the Final Judgment, Plaintiff, the LWDA, and
21 the State of California release the Released Parties of and from the Released PAGA Claims that
22 could have been asserted under PAGA based on the factual allegations in the Action and all
23 allegations and claims stated in the letters sent to the Labor Workforce and Development Agency
24 by Class Counsel dated August 9, 2019 and February 23, 2021, for the PAGA Period. The fact that
25 a PAGA Member has decided not to participate in the Class Settlement shall not affect the Release
26 of PAGA of claims arising under PAGA. A copy of this Agreement will be provided to the LWDA
27 concurrently with submission of the Preliminary Approval Motion.

28 73. Plaintiff's Individual Release of Unknown Claims. For the purpose of

1 implementing a full and complete release and discharge, Plaintiff Chacon individually expressly
2 acknowledges that the additional release he is giving in this Agreement is intended to include in
3 its effect, for him alone, all claims that he did not know or suspect at the time of execution hereof,
4 regardless of whether the knowledge of such claims, or the facts upon which they might be based,
5 would materially have affected the settlement of this matter, and that the consideration given under
6 this Agreement is also for the release of those claims and contemplates the extinguishment of any
7 such claims. In furtherance of this Agreement, Plaintiff Chacon as an individual and for himself
8 alone, waives any rights provided by California *Civil Code* Section 1542, which states:

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

13 74. Neutral Employment Reference. Defendants agree that they will adopt a neutral
14 reporting policy regarding any future employment references related to Plaintiff Chacon. In the
15 event that any potential or future employers of Plaintiff request a reference regarding Defendants'
16 employment of Plaintiff Chacon, Defendants shall only provide the requested Plaintiff's dates of
17 employment and job titles during employment. Defendants shall not refer to the Action or this
18 Settlement.

19 75. Nullification of Settlement Agreement. In the event that: (a) the Court does not
20 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
21 material term of the Settlement Agreement; or (c) the Settlement does not become final as written
22 and agreed to by the Parties for any other reason, then the Settlement Agreement will be null and
23 void, all amounts deposited into the Qualified Settlement Fund Account will be returned to
24 Defendants, and the Parties shall be returned to their original respective positions. In such an
25 event, any order or judgment entered by the Court in furtherance of the Settlement Agreement will
26 likewise be treated as void from the beginning.

27 76. Should the Court fail to approve this Settlement for any reason, the Parties agree
28 that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach

1 a settlement that may be approved by the Court.

2 77. Preliminary Approval Hearing. If the Court fails to approve this Settlement for any
3 reason, the Parties agree to continue to negotiate in good faith in an effort to reach a settlement
4 approved by the Court. Plaintiff will obtain a hearing before the Court to request Preliminary
5 Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a)
6 conditional certification of the Class Members for settlement purposes only, (b) Preliminary
7 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
8 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
9 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
10 Approval hearing, Plaintiff will submit the Settlement Agreement, which sets forth the terms of
11 the Settlement, and will include the proposed Notice. Class Counsel will be responsible for
12 drafting all documents necessary to obtain preliminary approval. Any failure by the Court to fully
13 and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order
14 by another Court with regard to any of the Action which has the effect of preventing the full and
15 complete approval of the Settlement Agreement as written and agreed to by the Parties, and the
16 failure of any subsequent good faith settlement attempts to reach a settlement approved by the
17 Court will result in the Settlement Agreement entered into by the Parties, and all obligations under
18 the Settlement Agreement being nullified and voided.

19 78. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
20 deadline to postmark requests for exclusion or file objections to the Settlement Agreement, and
21 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
22 determine the Final Approval of the Settlement Agreement along with the amounts properly
23 payable for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development
24 Agency Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement
25 Payment; and (e) all Settlement Administration Costs. Class Counsel will be responsible for
26 drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible
27 for drafting the attorneys' fees and costs application to be heard at the Final Approval/Settlement
28 Fairness Hearing. Any failure by the Court to fully and completely approve the Settlement

1 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
2 of the Action which has the effect of preventing the full and complete approval of the Settlement
3 Agreement as written and agreed to by the Parties, will result in the Settlement Agreement entered
4 into by the Parties, and all obligations under the Settlement Agreement being nullified and voided.

5 79. Judgment and Continued Jurisdiction. After Final Approval of the Settlement by
6 the Court, the Parties will present the Judgment to the Court for its approval. After entry of the
7 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
8 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
9 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth
10 in the Settlement. In compliance with California Rules of Court, Rule 3.771, the Settlement
11 Administrator shall post a copy of the Judgment on its website for a period of at least thirty (30)
12 calendar days.

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

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

19 82. Amendment or Modification. The Settlement Agreement may be amended or
20 modified only by a written instrument signed by counsel for all Parties or their successors-in-
21 interest.

22 83. Calculating Deadlines. If the date by which any action is required to be performed
23 under the Settlement falls on a Saturday, Sunday or legal court holiday in the State of California,
24 then the date by which such action shall be required to be performed shall be the next following
25 day that is not a Saturday, Sunday or legal court holiday in the State of California.

26 84. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
27 and represent they are expressly authorized by the Parties whom they represent to negotiate the
28 Settlement Agreement and to take all appropriate action required or permitted to be taken by such

1 Parties pursuant to the Settlement Agreement to effectuate its terms and to execute any other
2 documents required to effectuate the terms of the Settlement Agreement. The Parties and their
3 counsel will cooperate with each other and use their best efforts to effect the implementation of
4 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
5 needed to implement the Settlement, or on any supplemental provisions that may become
6 necessary to effectuate the terms of the Settlement, the Parties may seek the assistance of the Court
7 to resolve such disagreement.

8 85. Binding on Successors and Assigns. The Settlement Agreement will be binding
9 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
10 defined.

11 86. California Law Governs. All terms of the Settlement Agreement and Exhibits
12 hereto will be governed by and interpreted according to the laws of the State of California.

13 87. Execution and Counterparts. The Settlement Agreement is subject only to the
14 execution of all Parties. However, the Settlement Agreement may be executed in one or more
15 counterparts. This Settlement Agreement may be executed electronically. All executed
16 counterparts and each of them, including facsimile, electronically signed, and scanned copies of
17 the signature page, will be deemed the same instrument.

18 88. Investigation of the Claims. Each Party conducted significant investigation of the
19 facts and law both before and after the Action was filed. Counsel for the Parties have further
20 investigated the applicable law as applied to the facts discovered regarding the Plaintiff's claims,
21 the defenses thereto and the damages claimed by Plaintiff.

22 89. Benefits of Settlement to Class Members. Plaintiff has considered the expense and
23 length of continued proceedings necessary to continue the Action against Defendants through trial
24 and any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the
25 outcome of further litigation, and the difficulties and delays inherent in such litigation, including
26 those involved in class certification. Plaintiff is also aware of the burdens of proof necessary to
27 establish liability for the claims asserted in the Action and Defendants' defenses thereto. Plaintiff
28 has also considered the settlement negotiations conducted by the Parties. Based on the foregoing,

1 Plaintiff has determined that the Settlement set forth in the Settlement Agreement is fair, adequate,
2 and reasonable, and is in the best interest of the Settlement Class.

3 90. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
4 the Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
5 arrived at the Settlement after arm's-length negotiations and in the context of adversarial litigation,
6 taking into account all relevant factors, present and potential. The Parties further acknowledge
7 that they are each represented by competent counsel and that they have had an opportunity to
8 consult with their counsel regarding the fairness and reasonableness of the Settlement.

9 91. Invalidity of Any Provision. Before declaring any provision of the Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
11 extent possible consistent with applicable precedents so as to define all provisions of the
12 Settlement Agreement valid and enforceable.

13 92. Appeals. Either party may appeal any court order that materially alters the
14 Settlement Agreement's terms.

15 93. Class Action Certification for Settlement Purposes Only. The Parties agree to
16 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
17 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
18 that certification for purposes of the Settlement is not an admission that class action certification
19 is proper under the standards applied to contested certification motions and that the Settlement
20 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class
21 action should be certified or (b) Defendants are liable to Plaintiff or to any Class Member.

22 94. Non-Admission of Liability. The Parties enter into the Settlement Agreement to
23 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
24 continued litigation. In entering into the Settlement Agreement, Defendants do not admit, and
25 specifically deny, that they have violated any laws; violated any regulations or guidelines
26 promulgated pursuant to any statute or any other applicable laws, regulations or legal
27 requirements; breached any contract; violated or breached any duty; engaged in any
28 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the

1 employees. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the
2 negotiations connected with it, shall be construed as an admission or concession by Defendants of
3 any such violations or failures to comply with any applicable law. The Settlement Agreement and
4 its terms and provisions shall not be offered or received as evidence in any action or proceeding to
5 establish any liability or admission on the part of Defendants or to establish the existence of any
6 condition constituting a violation of, or a non-compliance with, state, local or other applicable law.

7 95. Captions. The captions and headings in the Settlement Agreement are inserted for
8 convenience, and in no way define, limit, construe or describe the scope or intent of the provisions
9 of the Settlement Agreement.

10 96. Waiver. No waiver of any condition or covenant contained in the Settlement
11 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
12 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
13 right or remedy.

14 97. Enforcement Action. In the event that one or more of the Parties institutes any legal
15 action or other proceeding against any other Party or Parties to enforce the provisions of the
16 Settlement or to declare rights and/or obligations under the Settlement, the successful Party or
17 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
18 and costs, including expert witness fees incurred in connection with any enforcement actions.

19 98. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
20 and conditions of the Settlement Agreement. Accordingly, the Settlement Agreement will not be
21 construed more strictly against one Party than another merely by virtue of the fact that it may have
22 been initially substantially prepared by counsel for one of the Parties, it being recognized that,
23 because of the arms-length negotiations between the Parties, all Parties have contributed to the
24 final and complete preparation of the Settlement Agreement.

25 99. Representation by Counsel. The Parties acknowledge that they have been
26 represented by counsel throughout all negotiations that preceded the execution of the Settlement
27 Agreement, and that the Settlement Agreement has been executed with the consent and advice of
28 counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there

1 are no liens on the Settlement Agreement.

2 100. All Terms Subject to Final Court Approval. All amounts and procedures described
3 in the Settlement Agreement herein will be subject to the Judgment and Final Approval Order.

4 101. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
5 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
6 the Settlement Agreement. The Parties agree to cooperate to promote participation in the
7 Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree
8 not to take any action to encourage any Settlement Class Members to opt out of or to object to the
9 Settlement. Defendants agree not to obtain waivers or *Pick Up Stix* agreements from the Settlement
10 Class Members during the Settlement approval process and will work in good faith to reach an
11 agreement approved by the Court. Defendants further agree that they will not oppose Plaintiff's
12 motion for preliminary approval or motion for final approval.

13 102. Confidentiality. Plaintiff, Class Counsel, Defendants and Counsel for Defendants
14 agree that they will not issue any press releases, initiate any contact with the press, respond to any
15 press inquiry or have any communication with the press about the fact, amount or terms of the
16 Settlement Agreement. In addition, Plaintiff, Class Counsel, Defendants and Counsel for
17 Defendants agree that they will not engage in any advertising or distribute any marketing materials
18 relating to the Settlement of this case, including, but not limited to, any postings on any websites
19 maintained by Class Counsel. Nothing in the Settlement Agreement shall limit Defendants' ability
20 to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes,
21 including the fulfillment of obligations stated in the Settlement Agreement.

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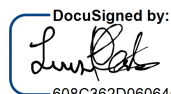
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1 103. Binding Agreement. The Parties warrant that they understand and have full
2 authority to enter into the Settlement, and further intend that the Settlement Agreement will be
3 fully enforceable and binding on all parties, and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms.

5 **APPROVED AND ACCEPTED.**

6
7 **PLAINTIFF LUIS CASTRO CHACON**

8 Dated: 3/18/2022 _____

DocuSigned by:

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9 _____
LUIS CASTRO CHACON

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11 **DEFENDANT GREEN FIBER COMPANY**

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13 Dated: _____

By: _____

14 By:
15 Authorized representative

16 **DEFENDANT GREEN FIBER INTERNATIONAL, INC.**

17
18 Dated: _____

By: _____

19 By:
20 Authorized representative

21 **DEFENDANT INDORAMA VENTURES**
22 **SUSTAINABLE SOLUTIONS FONTANA, INC.**

23 Dated: _____

By: _____

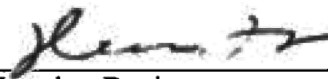
24 By:
25 Authorized representative

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1 **APPROVED AS TO FORM**

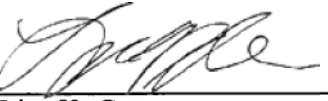
2 Dated: March 24, 2022

PROTECTION LAW GROUP LLP

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4 By: 
Heather Davis
Amir Nayebdadash
Attorneys for Plaintiff
LUIS CASTRO CHACON

5
6
7
8 Dated: March 14, 2022

GORDON REES SCULLY MANSUKHANI LLP

9
10 By: 
Lisa K. Garner
Joshua Wagner
Attorneys for Defendants
GREEN FIBER COMPANY, GREEN FIBER
INTERNATIONAL, INC., and INDORAMA
VENTURES SUSTAINABLE SOLUTIONS
FONTANA, INC

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