

May 30, 2023

<<FIRST\_NAME>> <<LAST\_NAME>>  
<<ADDRESS 1>>  
<<ADDRESS 2>>

**Re: Payment from Dewey Anderson v. Graham Packaging PET Technologies, Inc.**

Dear <<FIRST\_NAME>> <<LAST\_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Dewey Anderson v. Graham Packaging PET Technologies, Inc.*, Stanislaus County Superior Court Case No. CV-21-005550 (the "Action"). The Action was filed by Plaintiff Dewey Anderson ("Plaintiff") against Graham Packaging PET Technologies, Inc. ("Graham Packaging") pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698, *et seq.* ("PAGA").

In this lawsuit, Plaintiff claimed that Graham Packaging did not comply with certain requirements of the California Labor Code (the "Labor Code"). Specifically, Plaintiff claimed that (1) Graham Packaging did not provide its employees with itemized wage statements that contained all of the information required by the Labor Code; (2) Graham Packaging violated the Labor Code by failing to pay sick pay at the regular rate of pay; and (3) Graham Packaging violated the Labor Code by not properly calculating overtime rates to include non-discretionary forms of remuneration.

Graham Packaging maintains that it was in compliance with the Labor Code at all times. The settlement is not an admission of liability by Graham Packaging.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: all current and former non-exempt employees of Graham Packaging in California from September 24, 2020, through August 31, 2022.

The "PAGA Period" is defined as September 24, 2020, through August 31, 2022.

Your payment was calculated based on the total number of pay periods you worked during the PAGA Period, multiplied by the per-pay period value derived from the settlement.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees will release the Released Parties<sup>1</sup> from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiffs' Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiffs' Complaint ("PAGA Released Claims"). The PAGA Released Claims include, but are not limited to, claims under the PAGA based on Graham's failure to provide complete and accurate wage statements in violation of Labor Code Sections 226 and 226.3; failure to pay sick pay at the regular rate of pay in violation of Labor Code Sections 201, 202, and 203; failure to include non-discretionary forms of remuneration when calculating overtime pay, in violations of Sections 510, 558, and 1194; and any claims for attorneys' fees, costs, or interest resulting therefrom. Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim released by this Settlement. A portion of this Settlement will go to the State of California's Labor and Workforce Development Agency. Please do not contact the Court regarding this Notice.

You may call the settlement administrator, Phoenix Settlement Administrators, at (800) 523-5773 with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations' Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Very truly yours,

Phoenix Settlement Administrators

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<sup>1</sup> "Released Parties" means Graham Packaging and its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.