

FILED

DEC 09 2022

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY

DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ISRAEL HERMOSILLO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMERICOLD LOGISTICS, LLC, a limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-21-003009

[Assigned to the Hon. Stacy Speiller, Dept. 22]

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: November 29, 2022

Time: 8:30 a.m.

Dept.: 22

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

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NOW THEREFORE, IT IS HEREBY ORDERED:

2. The Class Representative and Defendant, through their counsel of record in the Action, have reached an agreement to settle all claims in the Action ("Action") on behalf of the Class as a whole;

“All current and former non-exempt employees of Americold in the State of California between April 17, 2020 through September 12, 2022 (“Class Period”)”

Should for whatever reason the Settlement Agreement not become Final, the fact that the parties were willing to stipulate to certification of a class as part of the Settlement Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a class should be certified in a non-settlement context.

4. The Court appoints and designates Plaintiff Israel Hermosillo as the Class Representative and Larry W. Lee of Diversity Law Group, P.C., Edward W. Choi of Law Offices of Choi & Associates, APLC., Dennis S Hyun of Hyun Legal, APC, and William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf and who does not opt-out of the Settlement Agreement will be represented by Class Counsel.

5. The Court hereby approves the terms and conditions provided for in the Settlement

1 Agreement.

2 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross
3 Settlement Amount of \$1,000,000.00, which includes an Employer Credit of \$150,000.00 that
4 Americold voluntarily spent in calculating, processing, and paying retroactive wages and interest
5 to the Class Members following the initiation of this Lawsuit. The Gross Settlement Amount, less
6 the Employer Credit is to be distributed as follows: (a) up to \$10,000.00 is to be paid to the Class
7 Representative for his Service Award, (b) up to \$333,333.33 shall be paid to Class Counsel for
8 attorneys' fees, plus up to \$30,000.00 for reimbursement of litigation costs, (c) the Settlement
9 Administrator shall be paid for its fees and costs relating to the settlement administration process
10 which is expected to not exceed \$14,750.00 and (d) PAGA Penalties of \$80,000.00 of which
11 \$60,000 will be paid to the LWDA and \$20,000 distributed proportionally to the PAGA Members
12 who do not return a request to be excluded from the Action. The Court further hereby
13 preliminarily approves the Net Settlement Amount and the formulas provided in the Settlement
14 Agreement regarding Individual Settlement Sum.

15 7. The Court finds that on a preliminary basis the Settlement Agreement appears to be
16 within the range of reasonableness of a settlement, including the amount of the, Class
17 Representative Service Award, Class Counsel's fees and costs, the Settlement Administration fees,
18 and the allocation of payments to Class Members, that could ultimately be given final approval by
19 this Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and
20 reasonable as to all potential Class Members when balanced against the probable outcome of
21 further litigation relating to liability and damages issues. It also appears that extensive and costly
22 investigation, research, and court proceedings have been conducted so that counsel for the settling
23 parties are able to reasonably evaluate their respective positions. It appears to the Court that
24 settlement at this time will avoid substantial additional costs by all settling parties, as well as avoid
25 the delay and risks that would be presented by the further prosecution of the Action. It also
26 appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-
27 length negotiations.

28 8. A hearing (the "Final Fairness Hearing") shall be held before this Court on

1 4/5, 2023 at 8:30am in Department 22 of the Superior Court of the State of
2 California, County of Modesto, located at 801 10th Street, Modesto, CA 95354 to determine all
3 necessary matters concerning the Settlement Agreement, including whether the proposed
4 settlement of the action on the terms and conditions provided for in the Settlement Agreement is
5 fair, adequate and reasonable and should be finally approved by the Court and whether a
6 Judgment, as provided in the Settlement Agreement, should be entered herein. At this same time,
7 a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and
8 the Class Representative's service award shall also be held.

9 9. The Court hereby approves, as to form and content, the Class Notice to be sent to
10 Class Members, which is attached as an Exhibit A to the Settlement Agreement. The Court finds
11 that distribution of the Class Notice to Class Members substantially in the manner and form set
12 forth in the Settlement Agreement and this Order meets the requirements of due process and shall
13 constitute due and sufficient notice to all parties entitled thereto.

14 10. The Court appoints and designates CPT Group as the Settlement Administrator.
15 The Court hereby directs the Settlement Administrator to provide the approved Class Notice to
16 Class Members pursuant to the procedures set forth in the Settlement Agreement.

17 11. Any Class Member may choose to opt out of and be excluded from the settlement
18 as provided in the Settlement Agreement and Class Notice and by following the instructions for
19 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
20 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any
21 exclusion request must be in writing and signed by each such Class Member opting-out and must
22 otherwise comply with the requirements delineated in the Class Notice. Class Members who have
23 not requested exclusion by submitting a valid and timely exclusion request, by the Response
24 Deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
25 Judgment.

26 12. Any Class Member may object to the Settlement Agreement or express his or her
27 views regarding the Settlement Agreement, and may present evidence and file briefs or other
28 papers that may be proper and relevant to the issues to be heard and determined by the Court as

1 provided in the Class Notice. Any Class Member who does not make his or her objection in the
2 manner provided for in the Settlement Agreement and Class Notice, including by the Response
3 Deadline, shall be deemed to have waived such objection and shall forever be foreclosed from
4 making any objection to the Settlement Agreement.

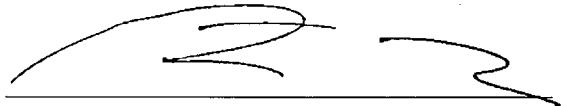
5 13. The Motion for Final Approval shall be filed by the Class Representative no later
6 than sixteen (16) court days before the Final Fairness Hearing.

7 14. In the event that the Effective Date occurs, all Settlement Class Members and Class
8 Representative will be deemed to have forever released and discharged the Released Claims
9 applicable to them.

10 15. The Court reserves the right to adjourn or continue the date of the Final Fairness
11 Hearing and all dates provided for in the Settlement Agreement without further notice to the Class,
12 and retains jurisdiction to consider all further applications arising out of or connected with the
13 Settlement Agreement.

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15 IT IS SO ORDERED.

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17 DATED: 12/8/22


18 Honorable Stacy Speiller
19 Judge of the Superior Court
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