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10 AMERICOLD LOGISTICS, LLC

11 *ADDITIONAL ATTORNEYS ON FOLLOWING PAGE

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF STANISLAUS**
14

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

16
17 Plaintiff,

18 vs.

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

21 Defendants.
22

Case No. CV-21-003009

[Assigned for all purposes to the Hon. Stacy P.
Speiller in Dept 22]

**STIPULATION RE: SETTLEMENT OF
CLASS ACTION**

Complaint Filed: June 10, 2021
Trial Date: TBD

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Attorneys for Plaintiff and the Class

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Israel
2 Hermosillo (as Class Representative) ("Plaintiff"), on behalf of himself and all others similarly
3 situated to him and as defined below, on the one hand, and Defendant Americold Logistics, LLC
4 (herein "Americold"), (Plaintiff and Americold are herein jointly referred to as "Parties") on the
5 other hand, as set forth below:

6 **1. THE CONDITIONAL NATURE OF THIS STIPULATION.**

7 This Stipulation re: Settlement of Class Action, including all associated exhibits or
8 attachments (herein "Stipulation"), is made for the sole purpose of attempting to consummate
9 settlement of this action on a class-wide basis. This Stipulation and the settlement it evidences
10 are made in compromise of disputed claims. Because this is a class action, this settlement must
11 receive preliminary and final approval from the Court. Accordingly, the Parties enter into this
12 Stipulation and associated settlement on a conditional basis. In the event that the Court does not
13 execute and file the Final Approval Order, or in the event that the Court does not enter the
14 Judgment, or in the event that the associated Judgment does not become Final for any reason,
15 this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect
16 whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation,
17 terms and entry of it shall remain subject to the provisions of California Evidence Code sections
18 1119 and 1152.

19 Americold denies all claims as to liability, damages, penalties, and restitution as well as
20 the class and/or representative allegations asserted in the Lawsuit. Americold has agreed to
21 resolve this Lawsuit via this Stipulation, but to the extent this Stipulation is deemed void or does
22 not take effect, Americold does not waive, but rather expressly reserves, all rights to challenge
23 all such claims and allegations in the Lawsuit upon all procedural and factual grounds, including
24 without limitation the ability to challenge class or representative treatment on any grounds or to
25 assert any and all defenses or privileges. Plaintiff and Class Counsel agree that Americold
26 retains and reserves these rights, and agree not to take a position to the contrary; specifically, the
27 Class Representative and Class Counsel waive, and agree not to argue or present, any argument
28 that Americold could not contest class certification or representative status on the grounds that

1 Americold entered into this Stipulation should this Lawsuit proceed. In particular, Plaintiff and
2 Class Counsel waive, and agree not to argue or present, any argument that Americold would be
3 estopped from asserting that Plaintiff's claims must be litigated on an individual basis or in any
4 other way contesting class certification because it has entered this Stipulation. In addition, the
5 Settling Parties have agreed to certification for settlement purposes only.

6 **2. THE PARTIES TO THIS STIPULATION.**

7 This Stipulation (with the associated exhibits) is made and entered into by and among the
8 following Settling Parties: (i) Plaintiff Israel Hermosillo (on behalf of himself and each of the
9 Class Members), with the assistance and approval of Class Counsel; and (ii) Americold, with the
10 assistance of its counsel of record in the Lawsuit. The Stipulation is intended by the Settling
11 Parties to result in the final resolution with prejudice of the Lawsuit pursuant to the Judgment
12 and to fully, finally and forever resolve, discharge and settle the Released Claims upon and
13 subject to the terms and conditions herein.

14 **3. THE LAWSUIT.**

15 Plaintiff Israel Hermosillo filed an action against Americold on June 10, 2021 in the
16 Superior Court of California, County of Stanislaus alleging claims under California Labor Code
17 Section 226. Pursuant to stipulation, Plaintiff filed a First Amended Complaint dated December
18 23, 2021, alleging claims under Labor Code sections 201-203, 226, 226.7, 233, 246, 510, 512,
19 and 1194, as well as Labor Code section 2698 *et seq.* ("PAGA"), and Business and Professions
20 Code sections 17200 *et seq.* Plaintiff is represented by Diversity Law Group, P.C., the Law
21 Offices of Choi & Associates, Polaris Law Group, and Hyun Legal, APC. On behalf of himself
22 and others similarly situated to him, Plaintiff has alleged in the Lawsuit that Americold violated
23 Class Members' (as defined herein) rights to meal period premiums, overtime pay, sick pay, and
24 accurate itemized wage statements during the Class Period (as defined herein).

25 Counsel for the parties attended a mediation session before professional mediator Tripper
26 Ortman on September 12, 2022. In preparation for the mediation, Americold provided Plaintiff
27 and his counsel with relevant documents, in addition to data relating to the calculation and
28 payment of wages to putative class members, the contents of wage statements, the number of

1 relevant pay periods, and the number of putative class members. In sum, Plaintiff and his
2 counsel had more than sufficient information to assess this matter. As a result of the September
3 12 mediation session, the parties have now reached a class-wide settlement agreement.

4 Americold maintains that at all times relevant, it properly compensated employees and
5 provided employees with accurate and legally compliant wage statements and all other records as
6 mandated by law, and has otherwise complied with federal and California law in all aspects.

7 **4. DEFENDANT'S DENIAL OF WRONGDOING OR LIABILITY.**

8 Americold Releasees deny all claims and contentions alleged by the Class Representative
9 in the Lawsuit. Nonetheless, Americold has concluded that further conduct of the Lawsuit would
10 be protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in
11 the manner and upon the terms and conditions set forth in this Stipulation. Americold has also
12 taken into account the uncertainty and risks inherent in any litigation, especially in putative class
13 actions like this Lawsuit. Americold has therefore determined that it is desirable and beneficial
14 to Americold that the Lawsuit be settled in the manner and upon the terms and conditions set
15 forth in this Stipulation.

16 **5. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLEMENT.**

17 Plaintiff believes that the claims asserted in the Lawsuit have merit and that evidence
18 developed to date supports the claims. Nonetheless, Plaintiff and Class Counsel recognize and
19 acknowledge the expense and length of the type of continued proceedings necessary to prosecute
20 the Lawsuit against Americold through trial and through appeals. Plaintiff and Class Counsel
21 have also taken into account the uncertain outcome and the risk of any litigation, especially in
22 putative class actions such as this Lawsuit, as well as the difficulties and delays inherent in such
23 litigation. Plaintiff and Class Counsel believe that the settlement set forth in the Stipulation
24 confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
25 Counsel have determined that the settlement set forth in the Stipulation is in the best interests of
26 Plaintiff and the Class.

27 **6. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT.**

28 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by

1 and between Plaintiff (for himself and the Class Members) and Americold, with the assistance of
2 their respective counsel of record, that, as among the Settling Parties, including all Class
3 Members, the Lawsuit and the Released Claims shall be finally and fully compromised, settled
4 and released, and the Lawsuit shall be resolved with prejudice, as to all Settling Parties, upon and
5 subject to the terms and conditions of the Stipulation and the Judgment.

6 **1. Definitions.**

7 As used in all parts of this Stipulation (including the exhibits which are part of the
8 Stipulation), the following terms have the meanings specified below:

9 1.1 "Americold" means Americold Logistics, LLC, a Delaware
10 Limited Liability Company and the defendant in the Lawsuit, *i.e.*, the employer of the present
11 and former employees who comprise the Class.

12 1.2 "Americold Releasees" means Americold and each of its members
13 and affiliates (including without limitation parents and subsidiaries), predecessors, successors,
14 divisions, investors, joint ventures and assigns, any benefit plan maintained by any of them and
15 the trustees, fiduciaries, and administrators of any such plan, and each and all of these entities'
16 past or present directors, officers, employees, agents, partners, members, principals, insurers, co-
17 insurers, re-insurers, shareholders, attorneys, advisors, associates, and legal representatives.

18 1.3 "Administrator" means the third-party settlement administration
19 firm of CPT Group Class Action Administrators.

20 1.4 "Administrator Costs" means actual Administrator costs approved
21 by the Court for providing Class Notice up to, but not to exceed, Fourteen Thousand Seven
22 Hundred Fifty Dollars (\$14,750.00). Administrator Costs shall be paid to the Administrator from
23 the Gross Settlement Amount.

24 1.5 "Attorneys' Costs" means reasonable attorneys' costs approved by
25 the Court for Class Counsel's litigation and resolution of the Lawsuit incurred and to be incurred
26 by Class Counsel in the Lawsuit up to, but not to exceed, Thirty Thousand Dollars (\$30,000).
27 Attorneys' Costs shall be paid to Class Counsel from the Gross Settlement Amount.

28 1.6 "Attorneys' Fees" means the attorneys' fees agreed upon by the

Parties and approved by the Court for Class Counsel's litigation and resolution of the Lawsuit up to, but not to exceed, thirty-three and one third percent (33 1/3%) of the Gross Settlement Amount. The Attorneys' Fee Award shall be paid to Class Counsel from the Gross Settlement Amount.

1.7 "Class" means the collective group of all current and former non-exempt employees of Americold in the State of California during the Class Period.

1.8 "Class Counsel" means Diversity Law Group, the Law Offices of Choi & Associates, Polaris Law Group, and Hyun Legal, APC.

1.9 "Class Data" means the Last Known Address, Social Security Number, and number of Pay Periods by each Class Member.

1.10 "Class Member" means a person who is a member of the Class who does not opt out of the Class by submitting Opt Outs pursuant to Paragraph 2.5.3, and thus do not object to becoming bound by the Judgment.

1.11 "Class Period" means the period from April 17, 2020 through September 12, 2022.

1.12 "Class Representative" means Israel Hermosillo in his capacity as the representative of the Class.

1.13 "Class Representative Service Award" means an award up to, but not to exceed, Ten Thousand Dollars (\$10,000) to Class Representative in recognition of his effort and work in prosecuting the Lawsuit on behalf of Class Members. The Class Representative Service Award shall be paid from the Gross Settlement Amount.

1.14 "Court" means the Superior Court of the State of California for the County of Stanislaus.

1.15 "Effective Date" means the date on which the Judgment becomes Final, as defined in section 1.17 below.

1.16 "Employer Credit" means the \$150,000.00 credit Americold will receive toward payment of the Gross Settlement Amount to reflect that Americold voluntarily spent \$150,000 in calculating, processing, and paying retroactive wages and interest to the Class

Members following the initiation of this Lawsuit. Defendant shall provide to Class Counsel a written confirmation of the \$150,000 paid.

1.17 “Final” means the latest of the following dates: (a) if no objections to the settlement are filed, the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if any appeals of the Final Approval Order are filed, the day following the expiration of time to further appeal an order affirming the Final Approval Order. No payment will be made by Americold prior to ten business days after the Effective Date.

1.18 “Final Approval Order” shall mean an order to be entered by the Court granting final approval of this Settlement.

1.19 “Gross Settlement Amount” shall mean the maximum total amount of One Million Dollars (\$1,000,000.00) paid and/or payable by Americold pursuant to this Stipulation. The Employer Credit will be applied to the Gross Settlement Amount and will result in Eight Hundred Fifty Thousand Dollars (\$850,000) beyond the \$150,000 Employer Credit being paid by Americold toward the Net Settlement Amount, Attorneys’ Fees, Attorneys’ Costs, the Class Representative Enhancement Payment, Administration Costs, and the LWDA Payment. In no event shall Americold ever be required to pay more than the \$850,000 (the Gross Settlement Amount minus the Employer Credit) under this Stipulation.

1.20 “Judgment” means the judgment to be rendered by the Court pursuant to this Stipulation. This Judgment shall be a judgment for purposes of California Rule of Court 3.771(a).

1.21 “Last Known Address” means the most recently recorded mailing address for a Class Member as contained in the personnel records maintained by Americold.

1.22 “Lawsuit” means the lawsuit entitled *Israel Hermosillo v. Americold Logistics, LLC, et al.*, Case No. CV-21-003009, Superior Court of the State of California, County of Stanislaus.

1.23 “LWDA Payment” means the seventy-five percent (75%) portion

1 of the PAGA Penalties to be paid to the California Labor and Workforce Development Agency
2 pursuant to PAGA.

3 1.24 "Net Settlement Amount" shall mean the Gross Settlement
4 Amount minus (a) the Employer Credit, (b) Attorneys' Fees, (c) Attorneys' Costs, (d) the Class
5 Representative Enhancement Payment, (e) Administration Costs, and (f) the LWDA Payment.

6 1.25 "Class Notice" means a notice and associated forms entitled
7 "Notice To Class Members Re: Pendency of a Class Action and Notice of Hearing On Proposed
8 Settlement" to be approved by the Court, substantially in the form attached hereto as Exhibit A.
9 This Class Notice shall constitute the class notice pursuant to California Rule of Court 3.769(f)
10 and once approved by the Court shall be deemed compliant with California Rule of Court
11 3.766(d).

12 1.26 "Notice Mailing Deadline" means the deadline for the
13 Administrator to mail the Class Notice, which shall be fifteen (15) calendar days after Americold
14 provides the Administrator with the information identified in section 2.4.3.

15 1.27 "Notice Response Deadline" means the deadline for all Class
16 Members to respond to the Class Notice, which shall be forty-five (45) days after the Class
17 Notice is mailed.

18 1.28 "Opt Outs" means written and signed requests by Class Members
19 to be excluded from the Class, which are submitted in the manner specified in the Class Notice,
20 postmarked no later than the Notice Response Deadline.

21 1.29 "PAGA Penalties" means civil penalties under the PAGA agreed
22 upon by the Parties and approved by the Court up to, but not to exceed, Eighty Thousand Dollars
23 (\$80,000), seventy-five percent (75%) of which will be the LWDA Payment (\$60,000), and the
24 remaining twenty-five percent (25%) shall be part of the Net Settlement Amount to be
25 distributed proportionally to the PAGA Members who do not return a request to be excluded
26 from the Action (\$20,000).

27 1.30 "PAGA Period" means the period from August 24, 2020 through
28 September 12, 2022.

1 1.31 “Pay Periods” means a pay period during which a Class Member
2 performed work as a non-exempt employee of Americold in the state of California during the
3 Class Period, excepting those dates/times taken for vacations and leaves of absences.

4 1.32 “Preliminary Approval Date” means the date on which the Court
5 grants preliminary approval of this settlement.

6 1.33 “Preliminary Approval Order” means an order to be executed and
7 filed by the Court granting preliminary approval of this Settlement.

8 1.34 “Reasonable Address Verification Measure” means the utilization
9 of the National Change of Address Database maintained by the United States Postal Service to
10 review the accuracy of and, if possible, update a mailing address.

11 1.35 “Released Claims” means any and all claims for damages and/or
12 penalties based on the facts that were or could have been asserted in the Complaint, First
13 Amended Complaint, or LWDA Letter, including claims for missed or unpaid meal periods;
14 failure to pay overtime pay, double time pay, meal period; any claim for failure to properly pay
15 sick pay; any claim for failure to properly pay all wages upon termination or waiting time
16 penalties; wage statement claims; record-keeping claims; conversion with respect to the facts
17 alleged; wage-theft with respect to the facts alleged; and PAGA penalties based on the facts
18 alleged in the LWDA letters, FLSA claims based on the facts alleged in the Complaint, First
19 Amended Complaint, or LWDA Letter, and/or unfair competition claims based on the foregoing,
20 including without limitation any claims asserted under California Labor Code §§201-203, 226,
21 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 2698 *et seq.*, 2699 *et seq.*, the applicable Wage
22 Orders of the Industrial and Welfare Commission (the “IWC”), Code of Civil Procedure §
23 1021.5, and California Business and Professions Code § 17200, *et seq.*, and includes all types of
24 relief available for the above-referenced claims, including, without limitation, any claims for
25 damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts,
26 interest, injunctive relief, declaratory relief, liquidated damages, or any other related relief of any
27 nature.

28 1.36 “Released Parties” means Americold, its past, present, and future

1 parents, subsidiaries, divisions, and affiliates and their respective past, present, and future
2 officers, directors, employees, partners, shareholders, owners, agents, vendors, affiliates,
3 insurers, legal representatives, attorneys and all of their successors (including persons or entities
4 who may acquire them in the future), assigns, representatives, heirs, executors, and
5 administrators and all other person acting by, through, under or in concern with them that could
6 be liable.

7 1.37 “Settlement Hearing” means a hearing set by the Court to take
8 place on or about the Settlement Hearing Date for the purpose of: (i) determining the fairness,
9 adequacy and reasonableness of the Stipulation and associated settlement pursuant to class action
10 procedures and requirements; (ii) determining the good faith of the Stipulation and associated
11 settlement; and (iii) entering Judgment. The “Approval Date” means the date on which the Court
12 enters the Judgment. This Settlement Hearing is intended to be the settlement hearing or final
13 approval hearing required under California Rule of Court 3.769(a).

14 1.38 “Settlement Hearing Motion Date” is the date that is on or near a
15 date that is 40 days after the Notice Response Deadline.

16 1.39 “Settlement Hearing Date” is the date that is on or near the date
17 that is 16 court days after the Settlement Hearing Motion Date.

18 1.40 “Individual Settlement Sum” means the total amount due to an
19 individual Class Member, which shall be the Settlement Sum Variable times the individual class
20 members’ applicable pay periods.

21 1.41 “Settlement Sum Variable” means the quotient of the Net
22 Settlement Amount, divided by the total number of pay periods worked during the Class Period
23 by all Class Members.

24 1.42 “Settling Parties” means Americold and Class Representative
25 Israel Hermosillo, on behalf of himself and all Class Members.

26 1.43 “Stipulation” means this agreement, the Stipulation Re: Settlement
27 of Class Action and all of its attachments and exhibits, which the Settling Parties understand and
28 agree sets forth all material terms and conditions of the Settlement between them, and which is

1 subject to Court approval. It is understood and agreed that Americold's obligations for payment
2 under this Stipulation is conditioned on, *inter alia*, the occurrence of the Effective Date.

3 1.44 "Updated Address" means a mailing address that was updated via a
4 Reasonable Address Verification Measure, or via an updated mailing address provided by the
5 United States Postal Service or a Class Member.

6 **2. The Settlement.**

7 2.1 *Payment and Other Obligations of Americold.*

8 2.1.1 Americold, through the Administrator, and according to the terms,
9 conditions and procedures set forth in this Stipulation, shall pay the Gross Settlement Amount to
10 be distributed as set forth herein.

11 2.1.2 As further detailed in Paragraphs 2.2.1, 2.2.2 and 2.2.3, and for
12 each payment made pursuant to this Stipulation, Americold, itself or through the Administrator,
13 will report each payment to government authorities including the Internal Revenue Service as
14 required by law with all required deductions and/or withholdings. Americold will not, unless
15 otherwise required by law, make any additional deductions, withholdings or payments, including
16 without limitation, medical or other insurance payments or premiums, employee 401(k)
17 contributions or matching employer contributions, wage garnishments, or charity withholdings.
18 Payments made pursuant to this Stipulation shall not be deemed wages earned or other
19 compensation for purposes of any Americold employment benefits or other benefits that accrue
20 or are determined on the basis of wages or compensation paid.

21 2.2 *Taxes.*

22 2.2.1 Eighty percent (80%) of each Individual Settlement Sum shall be
23 deemed a payment for penalties or interest, and as such shall not be subject to withholdings or
24 deductions, and twenty percent (20%) shall be deemed a payment for wages, and subject to tax
25 withholdings.

26 2.2.2 Each Class Member shall be issued any applicable IRS Form 1099
27 in connection with the payment of the penalty portion, and W-2 in connection with the payment
28 of the wage portion.

1 2.2.3 Other than the withholding and reporting requirements set forth in
2 Paragraphs 2.1.2, 2.2.1, 2.2.2, 2.8.1, 2.8.2, and 2.8.3, Class Members shall be responsible for the
3 reporting and payment of any federal, state and/or local income or other tax or any other
4 withholdings, if any, with respect to their share of the Settlement Sum. Americold makes no
5 representations, and it is understood and agreed that Americold has made no representations, as
6 to the taxability of any portions of the settlement payments to any Class Members, the payment
7 of any costs or an award of attorney fees, or any payments to the Class Representative.

8 2.3 *Approval of Notice to the Class and Scheduling of a Settlement Hearing.*

9 2.3.1 The Class Representative and Americold, through their counsel of
10 record, shall file this Stipulation with the Court and the Class Representative shall move for
11 preliminary approval of this Stipulation pursuant to California Rule of Court 3.769(c), providing
12 counsel for Americold with an advance copy and chance to comment prior to filing. Via this
13 submission, and a supporting motion, the Class Representative shall request that the Court enter
14 the Preliminary Approval Order thereby scheduling the Settlement Hearing (pursuant to
15 California Rule of Court 3.769(e)) for the purposes of determining the good faith of the
16 settlement, granting final approval of the settlement, granting final approval of this Stipulation
17 and obtaining entry of Judgment.

18 2.3.2 If the Court enters the Preliminary Approval Order, then at the
19 resulting Settlement Hearing, the Class Representative through Class Counsel, and Americold,
20 through its counsel of record, shall address any written objections from Class Members or any
21 concerns from Class Members who attend the Settlement Hearing as well as any concerns of the
22 Court, and shall and hereby do, unless provided otherwise in this Stipulation, stipulate to final
23 approval of this Stipulation and entry of the Judgment by the Court.

24 2.4 *Notice to Class Members.*

25 2.4.1 If, by entering the Preliminary Approval Order, the Court provides
26 authorization to send the Class Notice, Americold, through the Administrator, will facilitate the
27 mailing to all Class Members at their Last Known Addresses of the Class Notice via first class
28 mail through the United States Postal Service, postage pre-paid.

2.4.2 This Class Notice and its envelope or covering shall be marked to denote the return address of the Administrator stated on the Class Notice.

2.4.3 Americold shall prepare the name and Last Known Address, Social Security Number, and number of Pay Periods worked by each Class Member for the Administrator only so that the Administrator can engage in the processing and mailing of each Class Notice and the associated claims process. This list shall be provided to the Administrator within twenty-one (21) days after the Court grants Preliminary Approval of the Settlement. This list shall not be provided to Class Counsel.

2.4.4 Prior to mailing the Class Notice to each Class member, the Administrator shall undertake a Reasonable Address Verification Measure to ascertain the current accuracy of the Last Known Address of each Class Member. To the extent this process yields an Updated Address, that Updated Address shall replace the Last Known Address and be treated as the new Last Known Address for purposes of this Stipulation and for subsequent mailings in particular.

2.4.5 Each of the Class Notices shall be mailed to the Last Known Addresses of the Class Members no later than the Notice Mailing Deadline.

2.4.6 The Class Notice shall be deemed mailed and received by the Class Member to whom it was sent as of the postmarked date of mailing. In the event that subsequent to the first mailing of a Class Notice and prior to the Notice Response Deadline, that Class Notice is returned to the Administrator by the United States Postal Service with a forwarding address for the recipient, the Administrator shall promptly re-mail the Class Notice to that address, and the forwarding address shall be deemed the Updated Address for that Class Member. In the event that subsequent to the first mailing of a Class Notice and prior to the Notice Response Deadline, that Class Notice is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Claims Administrator shall undertake another Reasonable Address Verification Measure to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims

1 Administrator will re-send the Class Notice within three (3) days of receiving such information;
2 if no Updated Address is obtained for that Class Member, the Class Notice shall be sent again to
3 the Last Known Address. In either event, the Class Notice shall be deemed received once it is
4 mailed for the second time. If the Class Notice is re-mailed due to a previously defective
5 address, the respective Class Member's Notice Response Deadline shall be extended by fifteen
6 (15) days.

7 2.5 *Responses to the Class Notice; Motion for Final Approval.*

8 2.5.1 Pursuant to California Rule of Court 3.766(d)(5), Class Members
9 have the option to, but are not required to, participate in this Lawsuit at their own expense by
10 obtaining their own attorney(s). Class Members who choose this option will be responsible for
11 any attorney fees or costs incurred as a result of this election. The Class Notice will advise Class
12 Members of this option.

13 2.5.2 Class Members may also object to the Stipulation by submitting
14 written objections to the Administrator no later than the Notice Response Deadline. The Class
15 Notice will advise Class Members of this option. To be valid, the written objection must: (1)
16 contain the Class Member's name, address, and telephone number; (2) if represented by counsel,
17 the attorney's name and contact information; (3) all factual and legal grounds for objection; and
18 (4) be signed by the Class Member and/or his/her counsel. The Administrator shall provide any
19 such objections to the Settling Parties to submit to the Court, if necessary.

20 2.5.3 Class Members may elect to "opt out" of the Class and thus
21 exclude themselves from the Lawsuit and this settlement. Class Members who wish to exercise
22 this option must submit a letter to the Administrator postmarked on or before the Notice
23 Response Deadline. The letter shall state the Class Member's name, telephone number, mailing
24 address, last four digits of his or her Social Security Number [or employee identification
25 number], and statement that he or she wishes to exclude himself or herself from the Class. Class
26 Members who do not properly submit Opt Outs shall be Members of the Class. Class Members
27 who do properly submit Opt Outs shall have no further role in the Lawsuit, and for all purposes
28 they shall be regarded as if they never were a party to this Lawsuit, and thus they shall not be

entitled to any benefit as a result of this Lawsuit, including without limitation any tolling of any pertinent statute of limitations, nor be allowed to object to this Stipulation.

2.5.4 Class Members who do not opt out of the Class pursuant to Paragraph 2.5.3 shall remain Class Members and subject to the terms of the Release. As long as they do not properly submit Opt Outs, Class Members shall be subject to the Judgment. If the Administrator receives an incomplete or defective Opt Out from a Class Member postmarked prior to the Notice Response Deadline, then the Administrator shall send that Class Member a cure letter advising that person of the missing information or other defect, and that Class Member shall have fifteen (15) days from the date the cure letter is mailed to provide a proper Opt Out, even if this extra fifteen-day period extends beyond the Notice Response Deadline.

2.5.5 Class Members shall have an opportunity to dispute the Pay Periods stated in their Class Notice. To the extent Class Members dispute their employment dates or the number of Pay Periods during the Class Period, Class Members may produce evidence to the Administrator showing that such information is inaccurate. The deadline to submit such a dispute is the Notice Response Deadline. The dispute must: (i) set forth the name, address, telephone number and last four digits of the social security number of the Class Member submitting the dispute; (ii) be signed by the Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state the reason(s) that the Class Member disputes the information provided contained in the Class Notice; and (v) be postmarked on or before the Notice Response Deadline. The Settlement Administrator shall decide the dispute. Americold's records shall be presumed correct, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member and shall make the final decision as to the merits of the dispute. All disputes shall be decided within fifteen (15) business days of the Notice Response Deadline.

2.5.6 Prior to the Settlement Hearing and by the Settlement Hearing Motion Date, if feasible, the Class Representative shall move the Court for entry of the Order of Final Approval and entry of Judgment. The Settling Parties shall take all reasonable efforts to secure entry of the Order of Final Approval and Judgment. If the Court rejects the Stipulation, fails to approve the Notice of Final Approval, or fails to enter the Order of Final Approval, or if

1 the Court fails to enter the Judgment, this Stipulation shall be void *ab initio*, and Americold shall
2 have no obligation to make any payments under the Stipulation, except for an equal share of any
3 Administrator costs incurred to date.

4 2.6 *Timing of Payment to Class Members and Notice of Final Approval.*

5 2.6.1 Within twenty (20) business days of and only after the Effective
6 Date or receipt of wire transfer instructions and the amount of Defendant's share of employment
7 taxes from the Administrator, whichever is later, Americold shall transfer the funds necessary to
8 satisfy its payment obligations pursuant to this Stipulation and the Judgment, which amount is
9 \$850,000 (the Gross Settlement Amount minus the Employer Credit), plus Defendant's share of
10 employment taxes to the Administrator.

11 2.6.2 Within ten (10) days after receipt of the funds identified in section
12 2.6.1, the Administrator will mail all payments pursuant to the Stipulation to recipients' Last
13 Known Address, or Updated Address if obtained. Checks issued pursuant to this Agreement
14 shall remain negotiable for a period of at least one-hundred eighty (180) days from the date of
15 mailing. Any funds associated with any checks which are not properly or timely negotiated shall
16 escheat to the State of California's Controller's Office Unclaimed Property Fund to be held in
17 the name of the Class Member. Class Members who fail to negotiate their settlement checks in a
18 timely fashion shall remain subject to the terms of the Judgment.

19 2.6.3 Following the mailing of the payments to Class Members
20 discussed in Paragraph 2.6.2, the Administrator shall provide counsel for the Settling Parties with
21 a written confirmation of this mailing.

22 2.7 *Releases.*

23 2.7.1 Upon the Effective Date, the Class Representative and each of the
24 Class Members shall be deemed to have, and by operation of the Judgment shall have, fully,
25 finally, and forever released, relinquished and discharged all Released Claims against the
26 Released Parties.

27 2.7.2 In addition to discharging the Released Claims as set forth in
28 Paragraph 2.7.1, as of the date the Final Approval Order is entered by the Court and except as to

1 such rights or claims as may be created by this Settlement, to the maximum extent allowed by
2 law, the Class Representative will be deemed to have released claims as follows:

3 Class Representative Israel Hermosillo hereby fully and finally releases and
4 discharges the Released Parties from any and all claims, charges, complaints, liens, demands,
5 causes of action, obligations, damages and liabilities, known or unknown, suspected or
6 unsuspected, that the Class Representative had, now has, or may hereafter claim to have against
7 the Americold Releasees arising out of, or relating in any way to, the Class Representative's
8 hiring by, employment with, or otherwise relating to the Americold Releasees ("Class
9 Representative's Released Claims"), arising or accruing from the beginning of time up through
10 the date of the Final Approval Hearing. The Class Representative's Released Claims include,
11 but are not limited to, claims arising from or dependent on the California Labor Code, the Wage
12 Orders of the California Industrial Welfare Commission, California Business and Professions
13 Code Section 17200, *et. seq.*, California Labor Code Private Attorneys General Act of 2004,
14 Labor Code § 2699, *et seq.*, the California Fair Employment and Housing Act, Cal. Gov't Code
15 Section 12900 *et seq.*, the California common law of contract and tort, Title VII of the Civil
16 Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, the
17 Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001 *et seq.*, the Fair
18 Labor Standards Act, 29 U.S.C. Section 201 *et seq.* and the Portal to Portal Act, 29 U.S.C.
19 Section 251, *et seq.*, except for such claims that cannot be released by law.

20 In this regard, the Class Representative waives California Civil Code Section
21 1542, which provides:

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

28 2.8 *Costs, Attorneys' Fees, and Class Representative Enhancement.*

2.8.1 Class Counsel shall be entitled, subject to the approval of the Court
and the occurrence of the Effective Date, to recover from the Gross Settlement Amount all of

1 their Attorneys' Costs and Attorneys' Fees pursuant to California law. Class Counsel and the
2 Class Representative will not seek to recover any other fees, costs or expenses incurred in this
3 Lawsuit. Americold will not oppose an award that is consistent with this Paragraph 2.8.1. Class
4 Counsel shall be responsible for the reporting and payment of any federal, state and/or local
5 income or other form of tax on any payment made pursuant to this paragraph. The payment
6 awarded and made pursuant to this paragraph shall constitute full satisfaction of any claim for
7 fees or costs or any other expenses, and the Class Representative and Class Counsel, on behalf of
8 himself and all Class Members, agree that they shall neither seek nor be entitled to any additional
9 attorney's fees or costs under any theory nor shall they seek an award in excess of the amount
10 specified herein. Not more than fourteen (14) calendar days after receipt of the funds identified
11 in section 2.6.1, and only in the event that the Effective Date occurs, the Administrator shall pay
12 from the Gross Settlement Amount funds equivalent the fee and cost awards approved by the
13 Court pursuant to this Paragraph 2.8.1 directly to Class Counsel. Other than as provided in this
14 Paragraph 2.8.1 for the limited purpose discussed herein, no party shall be deemed the prevailing
15 party for any other purposes of the Lawsuit, and all parties shall bear their own costs. The
16 attorneys' fees and costs to Class Counsel shall be reported to the Internal Revenue Service as
17 non-wage income in the year of payment. This reporting shall be done via a Form 1099, and
18 Class Counsel agrees to take full responsibility for the payment of any outstanding taxes due.

19 2.8.2 Americold agrees not to oppose the Class Representative Service
20 Award for his services as Class Representative and for his execution of the general release as
21 described herein. Not more than fourteen (14) calendar days after receipt of the funds identified
22 in section 2.6.1, and only in the event that the Effective Date occurs, the Administrator shall pay
23 from the Gross Settlement funds the Class Representative Service Award approved by the Court.
24 The Class Representative Service Award shall be reported to the Internal Revenue Service as
25 non-wage income to the Class Representative in the year of payment. This reporting shall be
26 done via a Form 1099, and the Class Representative will agree to take full responsibility for the
27 payment of any outstanding taxes due.

28 2.8.3 Unless otherwise expressly provided, Americold shall have no

responsibility for, and no liability whatsoever with respect to, the allocation among the Class Representative, Class Counsel and/or any other Person who may assert some claim thereto, of any award or payment issued or made in the Lawsuit or pursuant to this Stipulation.

2.9 Administrator.

2.9.1 Based on current estimates and for purposes of setting the Net Settlement Amount, the Settling Parties anticipate that the Administrator Costs will be \$14,750.00.

2.9.2 The actions of the Administrator shall be governed by the terms of this Stipulation. Americold may provide relevant information needed by the Administrator pursuant to this Stipulation and engage in related communications with the Administrator without notice or copies to Class Counsel, any Class Members or the Court. Americold may provide logistical instructions to the Administrator with regard to actions required by this Stipulation and engage in related communications with the Administrator without notice or copies to Class Counsel, any Class Members or the Court. This provision shall not be read to preclude Class Counsel from communicating with the Administrator.

2.9.3 The Administrator shall represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical, and technical safeguards for the Class Data; (ii) not disclose the Class Data to Class Counsel, any party or third parties without Americold's consent; (iv) keep the Class Data confidential; (v) not disclose or otherwise use the Class Data other than to carry out its duties as set forth herein; and (vi) promptly provide Americold with notice if it becomes aware that the Class Data was subject to unauthorized access, use, or disclosure.

2.9.4 In the event that any of the Settling Parties take the position that the Administrator has not acted in accordance with the terms of the Stipulation, that Party's counsel shall meet and confer with counsel for the other Settling Parties prior to raising any such issue with the Court.

2.10 Escalator Clause and Termination of Settlement.

2.10.1 The Gross Settlement Amount was negotiated based on

1 approximately 32,682 pay periods worked by Class Members between April 17, 2020 and
2 September 12, 2022. If it is determined following receipt of the Class Data by the Administrator
3 and prior to the mailing of Class Notice that the number of pay periods exceeds the estimated
4 number of pay periods for that period (32,682) by more than 5%, the Gross Settlement Amount
5 will increase proportionally for the number of pay periods exceeding 34,316 (i.e., if the actual
6 number were 7% greater than 32,682, then the Gross Settlement Amount would be increased by
7 2.0%).

8 2.10.2 In the event that five percent (5%) or more of the Class Members
9 opt out of the Class by submitting Opt Outs pursuant to Paragraph 2.5.3, Americold shall have
10 the option to terminate and void this settlement and Stipulation. However, if Americold elects to
11 terminate this settlement and Stipulation pursuant to this Paragraph, Americold shall be
12 responsible for all Administrator Costs incurred. If the settlement and Stipulation is terminated
13 for any other reason, the Parties shall be equally responsible for all Administration costs incurred
14 on a 50/50 basis.

15 2.11 *Miscellaneous Provisions.*

16 2.11.1 No Person shall have any claim against Class Counsel, the
17 Administrator, or any of the Americold Releasees based on the payments made or other actions
18 taken substantially in accordance with the Stipulation and the settlement contained therein or
19 further orders of the Court.

20 2.11.2 In the event that the Stipulation is not substantially approved by
21 the Court or the settlement set forth in the Stipulation is terminated, cancelled, declared void or
22 fails to become effective in accordance with its terms, or if the Judgment does not become Final,
23 or to the extent cancellation is otherwise provided for in this Stipulation, the Settling Parties shall
24 resume the Lawsuit at that time as if no Stipulation had been entered. In such event, the terms
25 and provisions of the Stipulation shall have no further force and effect with respect to the
26 Settling Parties and shall not be used in this Lawsuit or in any other proceeding for any purpose,
27 and any Judgment or order entered by the Court in accordance with the terms of the Stipulation
28 shall be treated as vacated, *nunc pro tunc*.

1 2.11.3 Unless otherwise ordered by the Court, in the event the Stipulation
2 shall be terminated, cancelled, declared void or fails to become effective in accordance with its
3 terms, or if the Judgment is reversed on appeal, within twenty (20) business days after written
4 notification of such event, Americold and Class Counsel shall notify each other of this event in
5 writing.

6 2.11.4 The Settling Parties: (a) acknowledge that it is their intent to
7 consummate this agreement; (b) agree to cooperate to effectuate and implement all terms and
8 conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms
9 and conditions of the Stipulation; and (c) agree to seek and to attempt to obtain Court approval
10 for the Stipulation.

11 2.11.5 The Stipulation compromises claims which were contested and the
12 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling
13 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid
14 in Settlement and the other terms of the settlement were negotiated at arm's-length and in good
15 faith with sufficient information by the Settling Parties and reflect a settlement that was reached
16 voluntarily after consultation with competent legal counsel.

17 2.11.6 Neither the Stipulation nor the settlement, nor any act performed or
18 document executed pursuant to, or in furtherance of, the Stipulation or the settlement: (a) is or
19 may be deemed to be or may be used as an admission of, or evidence of, the validity of any
20 Released Claim, or of any wrongdoing or liability of the Americold Releasees, or any of them; or
21 (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or
22 omission of the Americold Releasees, or any of them, in any civil, criminal or administrative
23 proceeding in any court, administrative agency or other tribunal.

24 2.11.7 All of the exhibits to the Stipulation are material and integral parts
25 hereof and are fully incorporated herein by this reference.

26 2.11.8 The Stipulation may be amended or modified only by a written
27 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

28 2.11.9 The Stipulation constitutes the entire agreement among the Settling

1 Parties hereto and no representations, warranties or inducements have been made to any party
2 concerning the Stipulation or its exhibits other than the representations, warranties and covenants
3 contained and memorialized in such documents. Except as otherwise provided herein, each party
4 shall bear its own costs.

5 2.11.10 Class Counsel, on behalf of the Class, are expressly authorized by
6 the Class Representative to take all appropriate action required or permitted to be taken by the
7 Class pursuant to the Stipulation to effect its terms and also are expressly authorized to enter into
8 any modifications or amendments to the Stipulation on behalf of the Class which they deem
9 appropriate.

10 2.11.11 Each counsel or other Person executing the Stipulation or any of its
11 exhibits on behalf of any party hereto hereby warrants that such Person has full and express
12 authority to do so.

13 2.11.12 The Stipulation may be executed in one or more counterparts and
14 by DocuSign. All executed counterparts and each of them shall be deemed to be one and the
15 same instrument. A complete set of executed counterparts shall be filed with the Court.

16 2.11.13 The Stipulation shall be binding upon, and inure to the benefit of,
17 the successors and assigns of the parties hereto, however, this Stipulation is not designed to and
18 does not create any third-party beneficiaries unless otherwise specifically provided herein.

19 2.11.14 The Court shall retain jurisdiction with respect to implementation
20 and enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction
21 of the Court for purposes of implementing and enforcing the settlement embodied in the
22 Stipulation. To the extent either Party seeks to enforce the terms of this Stipulation, the
23 prevailing party to any such enforcement action shall be entitled to seek all reasonable attorneys'
24 fees and costs incurred in connection with any such enforcement action.

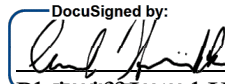
25 2.11.15 The Stipulation and the exhibits hereto shall be considered to have
26 been negotiated, executed and delivered, and to have been wholly performed, in the State of
27 California, and the rights and obligations of the parties to the Stipulation shall be construed and
28 enforced in accordance with, and governed by, the internal, substantive laws of the State of

1 California without giving effect to that State's choice of law principles.

2 2.11.16 The language of all parts of this Stipulation shall in all cases be
3 construed as a whole, according to its fair meaning, and not strictly for or against either party.
4 No party shall be deemed the drafter of this Stipulation. The parties acknowledge that the terms
5 of the Stipulation are contractual and are the product of negotiations between the parties and
6 their counsel. Each party and his/its counsel cooperated in the drafting and preparation of the
7 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
8 construed against any party and the canon of contract interpretation set forth in California Civil
9 Code section 1654 shall not be applied.

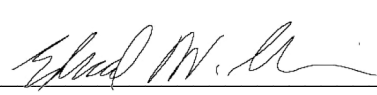
10 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed,
11 and this Stipulation is AGREED TO.

12
13 Dated: October __, 2022
14 10/31/2022

DocuSigned by:

D1-5E30D0F6E1D08498
Plaintiff Israel Hermosillo

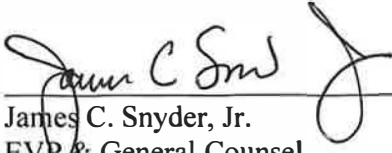
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16
17 Dated: October 31, 2022

DIVERSITY LAW GROUP
LAW OFFICES OF CHOI & ASSOCIATES
HYUN LEGAL
POLARIS LAW GROUP

18
19
20
21
22 By: 

Larry W. Lee
Edward Choi
Attorneys for Plaintiff and the Class

1 Dated: November 1, 2022

2 
James C. Snyder, Jr.
3 EVR & General Counsel
Americold Logistics, LLC, Defendant
4

5
6 DATED: November 3, 2022

LITTLER MENDELSON

7 
8
9 By: _____

10 Britney N. Torres
11 Everett C. Martin
Attorneys for Americold Logistics, LLC
12

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EXHIBIT A

Hermosillo v. Americold Logistics, LLC, et al.
SETTLEMENT ADMINISTRATOR
[INSERT SETTLEMENT ADMINISTRATOR]

IMPORTANT LEGAL MATERIALS

Barcode39 - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

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

Hermosillo v. Americold Logistics, LLC, et al.
Case No. CV-21-003009

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED
SETTLEMENT**

**YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$<<EstimatedAward>>
THROUGH THIS CLASS ACTION SETTLEMENT.**

To: All individuals who are or were non-exempt employees of Americold in the State of California between April 17, 2020 through September 12, 2022.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a the court granted preliminary approval of a proposed settlement (the “Settlement”) in the class action and representative lawsuit entitled *Israel Hermosillo, as an individual and on behalf of all others similarly situated v. Americold Logistics LLC, et al.*, Case No. CV-21-003009 (hereinafter referred to as the “Action”) on **[INSERT DATE OF PRELIMINARY APPROVAL]**.

The Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 15, below.

2. WHAT IS THE ACTION ABOUT?

On June 10, 2021, Plaintiff Israel Hermosillo (“Plaintiff” or “Hermosillo”) filed a putative class action complaint in Stanislaus County Superior Court against Defendant AMERICOLD LOGISTICS, LLC (“Defendant” “Americold”) (Plaintiff and Defendant collectively, the “Parties”). The initial Complaint alleged one cause of action for failure to provide accurate itemized wage statements in violation of Labor Code § 226. Pursuant to the Parties’ stipulation, Plaintiff filed a First Amended Complaint dated December 23, 2021, alleging claims under Labor Code sections 201-203, 226, 226.7, 233, 246, 510, 512, and 1194, as well as Labor Code section 2698 *et seq.* (“PAGA”), and Business and Professions Code sections 17200 *et seq.* (“Operative Complaint”). Defendant filed an Answer to the First Amended Complaint on July 28, 2021.

Defendant vehemently denies the allegations in the Action and is prepared to continue to defend the action vigorously. No court has made any ruling on the merits in the Action. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Plaintiff brought his case as a class action. In the Action, the Plaintiff seeks to represent you on a class and representative basis. Americold Logistics LLC (“Americold”) is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who are or were non-exempt employees of Defendant in California at any time between April 17, 2020 through September 12, 2022 (“Class Period”).

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on **[INSERT PRELIMINARY APPROVAL DATE]** in the Superior Court of the State of California for the County of Stanislaus, at which time Judge Stacy Speiller preliminarily approved the Settlement. The Settlement will resolve the claims asserted in the lawsuit on behalf of the class and aggrieved employees.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Americold that the claims in the Actions have merit or that Americold has any liability to the Plaintiff or the Class Members on those claims. No court has made any ruling on the merits of the Action.

The parties have agreed to settle the case for \$1,000,000.00, which includes a \$150,000.00 credit that Americold voluntarily spent \$150,000 in calculating, processing, and paying retroactive wages and interest to the Class Members following the initiation of this Lawsuit (“Gross Settlement Amount” or “GSA”). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys’ fees not to exceed \$333,333.33 (33 1/3%) of the Gross Settlement Amount; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, which are expected to not exceed \$30,000; (3) service payment to the Named Plaintiff Israel Hermosillo for services in the Action, in an amount not to exceed \$10,000; (4) \$14,750 for administration settlement costs; (5) \$80,000.00 in PAGA Penalties of which \$60,000 will be paid to the LWDA as required by law and \$20,000 distributed proportionally to the PAGA Members who do not return a request to be excluded from the Action and (6) \$150,000.00 credit that Americold voluntarily spent \$150,000 in calculating, processing, and paying retroactive wages and interest to the Class Members following the initiation of this Lawsuit. The amount of money remaining after these payments is the amount that will be distributed to individuals who are Settlement Class Members. This amount is known as the “Individual Settlement Sum.”

Each Class Member will receive an Individual Settlement Sum based on the number of pay periods worked by the Settlement Class Member during the Class Period. The Net Settlement Amount shall be divided by the total number of pay periods for all Settlement Class Members during the Class Period. The result of this division shall yield a Settlement Sum Variable. The gross amount of each Settlement Class Member’s Individual Settlement Sum shall be calculated by multiplying the Settlement Sum Variable by the individual class members’ applicable pay periods.

Your estimated Settlement payments is <<Estimated Payment>>.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment. Upon entry of the Final Order and Judgment and funding of the GSA, you will release the following claims, and will be barred from prosecuting any and all such claims, against Defendant Americold Logistics, LLC its past, present, and future parents, subsidiaries, divisions, and affiliates and their respective past, present, and future officers, directors, employees, partners,

shareholders, owners, agents, vendors, affiliates, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other person acting by, through, under or in concern with them that could be liable as follows:

All claims for damages and/or penalties based on the facts that were or could have been asserted in the Complaint, First Amended Complaint, or LWDA Letter, including claims for missed or unpaid meal periods; failure to pay overtime pay, double time pay, meal period; any claim for failure to properly pay sick pay; any claim for failure to properly pay all wages upon termination or waiting time penalties; wage statement claims; record-keeping claims; conversion with respect to the facts alleged; wage-theft with respect to the facts alleged; and PAGA penalties based on the facts alleged in the LWDA letters, FLSA claims based on the facts alleged in the Complaint, First Amended Complaint, or LWDA Letter, and/or unfair competition claims based on the foregoing, including without limitation any claims asserted under California Labor Code §§201-203, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 2698 *et seq.*, 2699 *et seq.*, the applicable Wage Orders of the Industrial and Welfare Commission (the “IWC”), Code of Civil Procedure § 1021.5, and California Business and Professions Code § 17200, *et seq.*, and includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, liquidated damages, or any other related relief of any nature during the Class Period. The precise definitions of the capitalized terms in the paragraphs above can be found in the Settlement Agreement filed on [INSERT DATE], which can be viewed at the Courthouse (Superior Court of the State of California for the County of Stanislaus, 801 10th Street, Modesto, CA 95354) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately 90 days after the Final Approval Hearing on [INSERT DATE], if the Settlement is approved, and no later appeal is filed. Class Counsel have been appointed and approved by the Court and Class Counsel will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before or at the Final Approval Hearing. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, and receive a settlement payment unless you timely request to be excluded from the settlement. To object, you must object in writing by mailing your written objection to the Settlement Administrator at the addresses listed below by [INSERT OBJECTION DEADLINE], 45 days after the date of mailing of this Notice. Your objection must (1) contain your name, address, and telephone number; (2) if you choose to be represented by counsel, your attorney’s name and contact information; (3) all factual and legal grounds for objection; and (4) be signed by you or your

counsel; and (5) be postmarked on or before [INSERT OBJECTION DEADLINE] and returned to the Settlement Administrator:

- Settlement Administrator:
Hermosillo v. Americold Logistics, LLC
CPT Group
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]
Toll-free number: [TBD]
INSERT EMAIL

Any written objections shall state each specific reason for your objection and any legal support for each objection. You may appear personally at the Final Approval Hearing, or through your own counsel, paid for at your own expense.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

9. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must mail a letter to the Settlement Administrator that (1) states your name, telephone number, mailing address, (2) last four digits of your Social Security Number [or employee identification number], (3) statement that you wish to exclude yourself from the Class; and (4) be postmarked by the [INSERT OPT OUT DEADLINE] and returned to the Settlement Administrator by mail:

Hermosillo v. Americold Logistics, LLC
CPT Group
[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]
Toll-free number: [TBD]
INSERT EMAIL

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice. Class Counsel will not represent your interests if you request to be excluded.

10. WILL THE NAMED PLAINTIFF BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Plaintiff Hermosillo will request a service award of up to \$10,000 for his services as the Representative, for his efforts in bringing the Action, and for executing a general release of any and all claims. The Court will make the final decision as to the amount of the service award to be paid to the Plaintiff. Plaintiff's Application for his service award can be viewed at the Courthouse after [INSERT DATE], during normal business hours (as well as Class Counsel's Application for Attorneys' Fees and Costs as discussed below).

11. DO I HAVE A LAWYER IN THIS CASE?

Yes. The Court has ordered that the interests of Named Plaintiff and the Class Members are represented by counsel for Named Plaintiff as follows:

Larry W. Lee, Esq.
DIVERSITY LAW GROUP
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554
Email: lwlee@diversitylaw.com

Edward W. Choi, Esq.
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
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William L. Marder
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333
bill@polarislawgroup.com

(Collectively, “Class Counsel”). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed 33 1/3% of the total settlement amount (in other words, up to \$333,333.33) for their attorneys’ fees and litigation costs not exceeding \$30,000. A copy of Class Counsel’s application for attorneys’ fees and costs can be viewed at the Courthouse after **[INSERT DATE – 16 COURT DAYS BEFORE FINAL APPROVAL]**, during normal business hours. The actual amount awarded to Class Counsel will be determined by the Court.

13. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to Named Plaintiff.

14. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on [INSERT DATE and TIME] a.m., in Department 22 of the Stanislaus County Superior Court located at 801 10th Street, Modesto, CA 95354 (“Final Approval Hearing”).

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing to have your objection considered by the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Action may continue to trial.

15. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

16. HOW DO I GET MORE INFORMATION?

To see a copy of the Settlement Agreement filed on [INSERT DATE], (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Action), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the lawsuit, and other filed documents related to the lawsuit and this Settlement, you may view all such files at the Clerk’s office at the Stanislaus County Superior Court located at 801 10th Street, Modesto, CA 95354.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the *Hermosillo v. Americold* Class Action Settlement.

Hermosillo v. Americold
CPT Group
[INSERT INFO]

You may also contact the attorneys for the Class, whose names and contact information are listed above.

17. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE