

PLAINTIFF/PETITIONER: ISRAEL HERMOSILLO
 DEFENDANT/RESPONDENT: AMERICOLD LOGISTICS, LLC

CASE NUMBER:
 CV-21-003009

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on (*date*): April 24, 2023
 - b. from (*city and state*): Los Angeles, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served: Britney N. Torres / LITTLER MENDELSON P.C. Street address: 500 Capitol Mall Suite 2000 City: Sacramento State and zip code: California 95814 b. Name of person served: Everett C. Martin / LITTLER MENDELSON P.C. Street address: 633 West 5th Street, 63rd Floor City: Los Angeles State and zip code: California 90071	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
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☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached: 8 _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 24, 2023 _____

Jacqueline Park _____
 (TYPE OR PRINT NAME OF DECLARANT)

 _____
 (SIGNATURE OF DECLARANT)

Larry W. Lee (State Bar No. 228175)
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Attorneys for Plaintiff and the Class

*ADDITIONAL ATTORNEYS ON FOLLOWING PAGE

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]

~~[AMENDED PROPOSED]~~ **ORDER AND
JUDGMENT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 5, 2023
Time: 8:30 A.M.
Dept.: 22

ADDITIONAL COUNSEL

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Attorneys for Plaintiff and the Class

1 This matter having come before this Court for hearing on April 5, 2023, at 8:30 a.m. on
2 Plaintiff ISRAEL HERMOSILLO's ("Named Plaintiff") unopposed Motion for Final Approval
3 of Class Action Settlement, as set forth in the Parties' Stipulation Re: Settlement Of Class
4 Action ("Settlement Agreement" or "Stipulation") pursuant to the Order Granting Motion for
5 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), adequate
6 notice having been given as required in said Order, and the Court having considered all papers
7 filed and proceedings had herein, and good cause appearing therefore, it is ORDERED,
8 ADJUDGED AND DECREED THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Named Plaintiff and a review of the
11 applicable law, the Court finds that the Gross Settlement Amount of \$1,000,000.00 (which
12 includes an Employer Credit of \$150,000) and the terms set forth in the parties' Settlement
13 Agreement are fair, reasonable, and adequate. The Settlement Agreement is hereby
14 incorporated into this Order as though fully set forth herein. Except as otherwise specified
15 herein and for purposes of this Order, the terms used in this Order have the meaning assigned
16 to them in the Settlement Agreement and the Notice To Class Members Re: Pendency of a
17 Class Action and Notice of Hearing On Proposed Settlement ("Class Notice" or "Notice of
18 Settlement" or "Notice Packet").

19 The Court hereby certifies the following Class for settlement purposes only:

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

23 The Court has determined that the Class Notice provided to the Class pursuant to the
24 Preliminary Approval Order fully and accurately informed all Class Members of the material
25 elements of the proposed Settlement, constituted the best notice practicable under the
26 circumstances, and constituted valid, due and sufficient notice to all Class Members.

1 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
2 reasonable and adequate in all respects, determines that the Settlement was made in good faith
3 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
4 accordance with the terms of the Settlement Agreement. The Court further finds that the
5 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
6 thoroughly and adequately investigated the claims and became familiar with the strengths and
7 weaknesses of those claims. In particular, the amount of monies allocated to the Class
8 Members, and the assistance of an experienced mediator in the settlement process, among
9 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and
10 adequate. The amounts agreed to be paid by Defendant AMERICOLD LOGISTICS, LLC
11 ("Defendant"), including the Individual Settlement Payments to be paid to Settlement Class
12 Members as provided for by the Settlement Agreement, are fair and reasonable under the facts
13 of this case.

14 The Court hereby grants final approval of attorneys' fees in the amount of \$333,333.33
15 and grants final approval of attorneys' costs in the amount of \$12,176.13 to Class Counsel.

16 The Court hereby grants final approval of an enhancement award in the amount of
17 \$10,000.00 to Named Plaintiff, in addition to his Individual Settlement Payment, for his time
18 and effort serving as the Class Representative.

19 The Court also hereby approves payment of \$13,500.00 to CPT Group Class Action
20 Administrators, the appointed Settlement Administrator, for the services it has rendered and
21 will render in administering the Settlement as described more fully in the Settlement
22 Agreement.

23 The Court hereby finds that the Class Notice and all related documents have been
24 mailed to all Class Members as previously ordered by the Court, and that such Class Notice
25 fairly and adequately described the terms of the proposed Settlement Agreement, the manner in
26 which Class Members could object to or participate in the Settlement, and the manner in which
27 Class Members could opt out of the Class; was the best notice practicable under the
28

1 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
2 with California Rule of Court 3.769, due process and all other applicable laws. The Court
3 finds that there are zero (0) requests for exclusion and zero (0) objections. The Response
4 Deadline was February 27, 2023. The Court further finds that a full and fair opportunity has
5 been afforded to Class Members to participate in the proceedings convened to determine
6 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
7 Court hereby determines that all Class Members who did not file a timely and proper request to
8 be excluded from the Settlement are bound by this Order.

9 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
10 the Class, Named Plaintiff and Defendant. The Court further finds that the Settlement is the
11 product of good faith, intensive, serious, non-collusive, and arm's-length negotiations between
12 the Parties, is supported by an evidentiary record, experienced and qualified Class Counsel and
13 involvement of an experienced mediator, and all Settlement Class Members, and confers a
14 significant financial benefit to the Class commensurate with the likely recovery if Named
15 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
16 Settlement Agreement is consistent with public policy, and fully complies with all applicable
17 provisions of law, including the provisions of California Code of Civil Procedure section 382
18 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
19 Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement
20 proceeds among the Settlement Class Members and the fact that a settlement represents a
21 compromise of the Parties' respective positions rather than the result of a finding of liability at
22 trial all support the Court's decision granting final approval. The following factors also
23 support the decision granting final approval: the risk, expense, complexity and likely duration
24 of further litigation; the risk of attaining and maintaining class action status throughout the
25 proceedings; and the extent of discovery completed and the stage of the proceedings.

26 The reaction of the Class Members to the proposed Settlement further supports the
27 Court's decision granting final approval. There were no objections nor requests for exclusion.
28

1 CPT shall calculate and administer from the Gross Settlement Amount the following,
2 all of which shall be deducted from the \$1,000,000.00 Gross Settlement Amount: Employer
3 Credit; Individual Settlement Payments to be made to the Settlement Class Members;
4 Attorney's Fees and Expenses Payment to Class Counsel; Enhancement Payment to the Named
5 Plaintiff. CPT is hereby directed to mail the Individual Settlement Payments and take all other
6 actions in furtherance of the settlement administration as specified in the Settlement
7 Agreement.

8 The releases, waivers and covenants not to sue by the Named Plaintiff, as set forth in
9 the Settlement Agreement and in the Class Notice, are approved and are hereby incorporated
10 by reference and made a part of this Order as though fully set forth herein. As more
11 specifically set forth in the Settlement Agreement, by operation of the entry of this Order and
12 Judgment and pursuant to the Settlement, Named Plaintiff waives and releases the Released
13 Claims as set forth in the Settlement Agreement, which are barred pursuant to this Order and
14 Judgment.

15 By means of this Final Approval Order, final judgment is entered, as defined in section
16 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
17 operating as a full release and discharge of Released Claims as follows:

18 "Providing there is final approval of this Settlement, then as of the date on
19 which Defendant fully funds the Gross Settlement Amount ("Release
20 Effective Date"), each Settlement Class Member, individually and on
21 behalf of their respective successors, assigns, agents, attorneys, executors,
22 heirs and personal representatives, shall fully and finally release and
23 discharge the Released Parties, and each of them from the Released Class
24 Claims. The Class Released Claims include all claims, rights, demands,
25 liabilities, causes of action, and theories of liability of every nature and
26 description, whether known or unknown, that were or could have been
27 alleged against any of the Released Parties arising out of, in connection
28 with, or based on the facts alleged in the operative First Amended
Complaint. This includes, but may not be limited to, claims for failure to
provide accurate itemized wage statements, penalties (including but not
limited to civil and statutory penalties), damages, interest, costs, or
attorneys' fees, and violations of any other local, state, or federal law,
whether for penalties, to the extent necessary to effect a full and complete
release of the Class Released Claims, including, but not limited to, all

claims under any California Labor Code Sections 226 and 2698, et seq.
and any related provisions. This release shall extend to all such claims
accrued during the Class Period”.

All rights to appeal this Order or the Judgment have been waived except as specifically
permitted in the Settlement Agreement.

Nothing in this Order and Judgment shall preclude any action to enforce the Parties’
obligations under the Settlement or under this Order.

Settlement Class Members shall have one-hundred eighty (180) days from the date of
issuance of the check to negotiate the check. Pursuant to Code of Civil Procedure §384(b),
funds represented by Individual Settlement Payment checks returned as undeliverable and
Individual Settlement Payment checks remaining un-cashed for more than 180 days after
issuance will be tendered to the Legal Aid at Work.

Without affecting the finality of the Judgment in any way, the Court reserves exclusive
and continuing jurisdiction over the action and the Parties for purposes of supervising the
implementation, enforcement, construction, administration and effectuation of the Settlement
Agreement.

The Parties and CPT are hereby ordered to implement and comply with the terms of the
Settlement Agreement.

Notice of entry of this Order and Judgment will be available on the Settlement
Administrator’s website.

IT IS SO ORDERED AND ADJUDGED.

DATED: 4/24/23



Honorable Stacy Speiller
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On April 21, 2023, I served the foregoing document(s) described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Britney N. Torres
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500 Capitol Mall Suite 2000
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btorres@littler.com
lkahl@littler.com

Everett C. Martin
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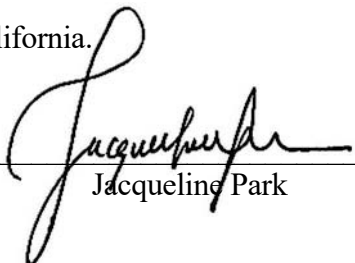
 X **BY ELECTRONIC SERVICE**

 X I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System, addressed to all parties appearing on the electronic service list for the above-entitled case.

 X **(State)** I declare under penalty of perjury that the foregoing is true and correct.

 (Federal) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on April 21, 2023, at Los Angeles, California.



Jacqueline Park

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On April 24, 2023, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Britney N. Torres
LITTLER MENDELSON P.C.
500 Capitol Mall Suite 2000
Sacramento, California 95814
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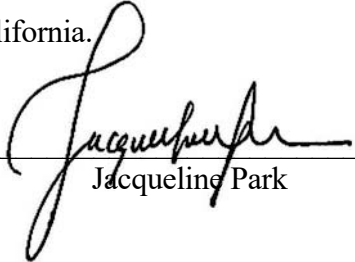
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Executed on April 24, 2023, at Los Angeles, California.



Jacqueline Park