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Attorneys for Plaintiff GABRIEL MORIN

[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

GABRIEL MORIN, RAFAEL RODRIGUEZ, DANIEL COLOMA, and ZOEI HUTCHERSON, individually, and on behalf of all others similarly situated, and the State of California under the Private Attorneys General Act,

Plaintiffs,

v.

AMERICOLD LOGISTICS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-25-006362

[Assigned for all purposes to the Hon. John R. Mayne, Dept. 21]

DECLARATION OF NICOL E. HAJJAR IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Preliminary Approval Hearing:
Date: January 6, 2027
Time: 8:30 a.m.
Dept.: 21

Complaint filed: July 1, 2025
FAC filed: July 16, 2026
Trial Date: None Set

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Attorneys for Plaintiffs RAFAEL RODRIGUEZ, DANIEL COLOMA and ZOEI HUTCHERSON

DECLARATION OF NICOL E. HAJJAR

I, Nicol E. Hajjar**,** declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Partner at Wilshire Law Firm, PLC ("WLF"), counsel for Plaintiff Gabriel Morin ("Plaintiff") in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On April 24, 2025, Plaintiff Morin provided written notice to the LWDA and Defendant of the specific Labor Code provisions alleged to have been violated, including the facts and theories in support ("Morin PAGA Notice"). Plaintiff Morin did not receive notice within 65 days of submission that the LWDA intended to investigate. A true and correct copy of the Morin PAGA Notice is attached as **Exhibit A**.

4. On April 25, 2025, Plaintiff Morin filed a putative class action against Defendant Americold Logistics, LLC ("Defendant") in the above-captioned court, Case No. CV-25-003941 ("*Morin* Class Action"). The complaint alleges the following causes of action: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices.

5. On June 18, 2025, Americold filed an Answer denying all allegations in the *Morin* Class Action and on June 19, 2025, removed the matter to the Eastern District of California, where it is currently pending before the Hon. Daniel J. Calabretta.

6. On July 2, 2025, Plaintiff Morin filed a separate representative action in the above-captioned court, Case No. CV-25-006362 (the "*Morin* PAGA Action"). The complaint alleges a PAGA cause of action seeking civil penalties for the violations alleged in the Morin PAGA Notice.

7. On August 14, 2025, the Parties' stipulation and request to stay the *Morin* Class and

PAGA Actions was granted.

8. On July 16, 2026, as part of this Settlement and to effectuate the Parties' Class Action and PAGA Settlement Agreement ("Agreement"), Plaintiff Morin filed a First Amended Complaint in the instant matter ("Operative Complaint"). The Operative Complaint consolidates this *Morin* PAGA Action, the *Morin* Class Action, and the Rodriguez Action by adding Rafael Rodriguez, Zoei Hutcherson and Daniel Coloma as named plaintiffs and including all Plaintiffs' class claims.

9. On September 22, 2025, the Parties participated in a private full-day mediation with Lonnie Giamela, Esq. The negotiations were adversarial, conducted at arm's length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator made a proposal, which was accepted by the Parties.

10. On November 5, 2026, Plaintiff Morin submitted a copy of the Settlement Agreement to the LWDA. A true and correct copy of the confirmation of submission my office received after submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit B**.

Investigation and Exposure Analysis

11. Prior to attending mediation, Plaintiffs' counsel thoroughly investigated the claims and defenses at issue and researched all applicable law. Plaintiffs' counsel also assessed the value of the class claims using the data and documents that Defendant produced in informal discovery, including Class data, Plaintiffs' personnel files, a random sampling of Class Members' time and payroll records, and Defendant's written policies in effect during the Class Period, including Defendant's employee handbooks.

12. Plaintiffs' counsel engaged a consultant to quantify Defendant's potential exposure using the time and payroll records and assessed the risks associated with each claim and relevant reductions based on the likelihood of certifying a class and prevailing at trial.

13. Defendant's records show that there are approximately 1,350 Class Members, making joinder of all Class Members impracticable. Furthermore, given the size and amount of each employee's claim, Class Members have little incentive to litigate individually because the necessary expenditure of time and resources likely outweighs the value of any potential recovery.

14. Plaintiffs have alleged that Defendant maintained uniform employment policies and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods, reimbursement for business expenses, accurate wage statements, and timely payment of wages upon separation of employment. These allegations present common factual and legal questions regarding, *inter alia*, whether Defendant applied the same policies and practices for scheduling, timekeeping, compensation, meal periods, rest periods, and reimbursement to all Class Members, whether these policies and practices resulted in Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members suffered injury entitling them to damages and/or penalties. These common questions could be resolved using Class Members' time and payroll records and testimony from Defendant and Class Members.

15. I have independently reviewed the damages analysis performed by co-counsel D. Law, Inc. and agree with their conclusions. Based on all information available, I also believe that the Settlement is fair and reasonable.

Plaintiff's Counsel's Qualifications

16. Plaintiff Morin is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

17. Class Counsel have the requisite experience, knowledge, and resources to serve as Class Counsel and to represent the Class zealously. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and 600 employees. WLF is active in the practice of employment litigation, representing employees in individual, class, and representative actions in both state and federal courts throughout California.

18. WLF is qualified to handle this litigation because its attorneys are experienced in class and representative actions. WLF has handled, and is currently handling, numerous wage and hour class actions, as well as class actions involving consumer rights and data privacy litigation.

19. I am a Partner at WLF. My practice is focused on advocating for the rights of employees in individual and class action litigation in state and federal courts. I graduated from Western State College of Law and was admitted to practice in California in 2015. I am currently

the primary attorney in charge of litigating several class action cases. I was selected to serve on CAOC's Board of Directors every year from 2020 through 2024 and an active member of CAALA and CELA. I sit on CELA's women's committee as the co-chair and wage and hour committee and was selected to speak at CELA's 2020 Advanced Wage & Hour Seminar. I have litigated employment cases extensively for the past eight years, including a successful wage and hour trial wherein the jury awarded the plaintiff wage and hour damages and the plaintiff was awarded PAGA penalties. I have received numerous awards for my legal work, and the National Trial Attorneys selected me as a "Top 10 Wage and Hour Trial Lawyer" and a "Top 40 Under 40" attorney. Super Lawyers has selected me as one of their "Rising Stars" every year since 2018.

20. Rachel Vinson is a Senior Attorney at WLF. Ms. Vinson earned her Bachelor of Arts from the Claremont McKenna College and her Juris Doctor from Washington University School of Law. She is admitted to practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. She has over 6 years of litigation experience, which includes the successful handling of numerous employment, wage and hour, and class and representative matters in state and federal courts, from inception through case resolution. Ms. Vinson is a member of CAALA, CELA and NAWL.

21. Karen L. Wallace is a Senior Settlement Attorney at WLF. She earned a Ph.D. in English at the University of California, Los Angeles, and taught literature and writing for many years. She returned to school in 2007 and earned a J.D. with a public service distinction from Southwestern Law School in 2010, when she was admitted to the California State Bar. Her practice has focused on complex wage and hour and consumer cases on behalf of plaintiffs, and she has litigated class and representative actions in both state and federal courts throughout California.

No Conflicts

22. WLF has no actual or potential conflicts of interest with Class Members or the proposed Settlement Administrator, Apex Class Action, LLC.

23. WLF is not aware of any pending matter or action against Defendant that may be

extinguished or adversely affected by this Settlement.

24. WLF has a joint prosecution agreement with co-counsel D. Law, Inc.

Class Representative Service Awards

25. Plaintiffs assisted Class Counsel throughout this case, providing information necessary to prosecute the claims, communicating with attorneys regarding the claims and defenses at issue, staying in regular contact, making themselves available for mediation, and reviewing the Agreement, among other documents, to ensure the Settlement was fair and reasonable for the Class.

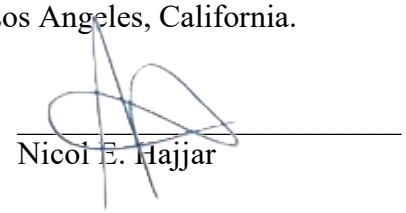
26. Notably, no action would likely have been taken by individual Class Members, and no compensation recovered, but for Plaintiffs' efforts and service on their behalf, thereby promoting California's public policy and goal of enforcing the State's wage-and-hour laws.

Administrator

27. Plaintiffs' counsel sought bids from administrators to administer this Settlement, and the Parties selected the lowest of $13,390.00, which was from Apex Class Action, LLC. A true and correct copy of Apex's "not-to-exceed bid" is attached as **Exhibit C**.

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

Executed on November 9, 2026 at Los Angeles, California.



Nicol E. Hajjar

Exhibit A

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John Yslas, Esq.
Tyler Woods, Esq.
Stephanie Mazepa, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

April 24, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(*Via Online Submission*)

Americold Logistics, LLC
10 Glenlake Parkway NE
South Tower, Suite 600
Atlanta, GA 30328
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6637 9700 26

CSC - Lawyers Incorporating Service
Agent for Service of Process for:
Americold Logistics, LLC
2710 Gateway Oaks Drive, 150N
Sacramento, CA 95833
(*Via Certified Mail, Return Receipt Requested*)
#9489 0090 0027 6637 9700 33

Re: *Gabriel Morin v. Americold Logistics, LLC, et al.*
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Gabriel Morin ("Plaintiff") to pursue a California Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code, §§ 2699, *et seq.*) against his former employer, Americold Logistics, LLC ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Defendant is alleged to have engaged in with respect to Plaintiff and all other persons who worked for Defendant in California as a non-exempt or hourly-paid employees at any time within the applicable statutory period (the "Aggrieved Employees").

Plaintiff wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other Aggrieved Employees.

Plaintiff and the Aggrieved Employees suffered the California Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns or owned and operates or operated an industry, business, and establishment within

the State of California. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code. Defendant's business provides comprehensive temperature-controlled warehousing and distribution services.

Plaintiff Gabriel Morin is a resident of California who worked for Defendant in Stanislaus County, California as an hourly-paid, non-exempt employee from approximately March 1, 2018, to approximately December 27, 2024. Plaintiff worked as a Warehouseman and his primary job functions were driving a forklift and replenishing order selections.

In performing Plaintiff's duties, Plaintiff was regularly required to perform work (off-the-clock), without compensation, including but not limited to going through security screenings. Plaintiff was also frequently deprived of an opportunity to take legally compliant meal and rest breaks because his breaks were cut short or interrupted due to supervisors asking him to perform tasks such as moving pallets. Defendant failed to provide Plaintiff and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code, and Plaintiff does not recall ever receiving any meal and rest break premiums.

Additionally, Plaintiff necessarily incurred business-related expenses, including but not limited to the use of personal cell phones for calls and texts with his supervisor, and work attire such as gloves and ski masks, but Defendant failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Plaintiff asserts, which are described in more detail below. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Plaintiff's employment, Defendant: (1) failed to pay for all hours worked (including minimum, straight time, and overtime wages); (2) failed to provide Plaintiff with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); (3) failed to authorize and permit Plaintiff to take rest periods; (4) failed to pay all earned wages two times per month; (5) failed to maintain accurate records of hours worked and meal periods taken or missed; (6) failed to timely pay all final wages to Plaintiff at terminated; (7) failed to provide accurate itemized wage statements; (8) failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked,
Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

California Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Defendant also never informed Plaintiff of the right to, nor permitted Plaintiff to take, a second meal period when Plaintiff worked at least 10 hours in a workday. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal periods. Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide

meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated California Labor Code section 204.

Section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties

provided for in California Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and

at the same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code section 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her Social Security number or an employee identification number other than a Social Security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Cal. Lab. Code, § 226, subd. (e)(1).)

In addition, California Labor Code § 246(i) required employers to provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either employee's itemized wage statement described in § 226 or in a separate writing provided on the designated pay date with employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or employee's itemized wage statement "unlimited."

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated California Labor Code sections 226, subdivision (a), and 246, subdivision (j), Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with California Labor Code section 226, subdivision (a), and 246, subdivision (j), or an aggregate penalty not exceeding $4,000 per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

California Labor Code section 2802, subdivision (a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Plaintiff and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and/or the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 2802 and 2699, subdivisions (f)(2) for failing to indemnify Plaintiff and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the California Labor Code with respect to the Aggrieved Employees:

1. California Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;

2. California Labor Code section 226.7 and applicable Wage Orders by failing to provide meal periods;

3. California Labor Code section 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;

4. California Labor Code section 204 by failing to pay all earned wages two times per month;

5. California Labor Code section 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

6. California Labor Code section 226 and 246 by failing to provide accurate itemized wage statements;

7. California Labor Code sections 201 to 203 by willfully failing to pay all wages owed at termination; and

8. California Labor Code section 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties under California Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Rachel J. Vinson, Esq.

WILSHIRE LAW FIRM, PLC
3055 WILSHIRE BLVD. 12TH FLOOR
LOS ANGELES, CA 90010

9489 0090 0027 6637 9700 26

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

UNITED STATES POSTAL SERVICE® **CERTIFIED MAIL®**

9489 0090 0027 6637 9700 26

Label 890-PB, Oct. 2015
Pitney Bowes

Americold Logistics, LLC
10 Glenlake Parkway NE
South Tower, Suite 600
Atlanta, GA 30328

261784

WILSHIRE LAW FIRM, PLC
3055 WILSHIRE BLVD. 12TH FLOOR
LOS ANGELES, CA 90010

9489 0090 0027 6637 9700 33

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Pitney Bowes

CSC - Lawyers Incorporating Service
Agent for Service of Process for:
Americold Logistics, LLC
2710 Gateway Oaks Drive, 150N
Sacramento, CA 95833

261784

Exhibit B

Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>
Date Thu 11/5/2026 3:19 PM
To Rachel Vinson's Team <RachelVinsonsTeam@wilshirelawfirm.com>

11/05/2026 03:18:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/05/2026 03:18:56 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1094356-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cxavier.santos%40wilshirelawfirm.com%7C351b59ac0e46462e702208df3b933392%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639295175566271221%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=9oi5Cmh2fbtCtATygaq01dg3bbfd%2FUmKvaPjwoQQ8J4%3D&reserved=0

Exhibit C

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:

Matthew Carraher
D. Law
m.carraher@d.law

Case Name: Rodriguez v. Americold Logistics Services LLC
Date: Monday, April 13, 2026
RFP Number: 205360007

Prepared By:
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size:	**1,350**
Certified Language Translation:	**No**
Static Settlement Website:	**Yes**
Percentage of Undeliverable Mail:	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	3	$375.00
Data Analyst	Per Hour	$150.00	3	$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$825.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	$1.25	1,350	$1,687.50
USPS First Class Postage	Per Piece	$0.73	1,350	$985.50
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	135	$270.00
Receive and Process Undeliverable Mail	Per Hour	$75.00	2	$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	3	$225.00
NCOA Address Update (USPS)	Static Rate	$150.00	1	$150.00
			Sub Total:	$3,468.00
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	3	$270.00
Data Analyst and Reporting	Per Hour	$140.00	2	$280.00
			Sub Total:	$850.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$321.50	1	$321.50
Settlement Status Reports	Static Rate	$750.00	1	WAIVED
Static Apex Website	Static Rate	$500.00	1	$500.00
			Sub Total:	$821.50
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	3	$360.00
Account Management and Reconciliation	Per Hour	$140.00	3	$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.25	1,350	$1,687.50
USPS First Class Postage	Per Piece	$0.73	1,350	$985.50
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$1.50	135	$202.50
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	8	$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	$125.00	1	$125.00
Unclaimed Funds: State Controller's Unclaimed Property Fund-CCP 384	Static Rate	$500.00	1	$500.00
			Sub Total:	$5,080.50
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	3	$405.00
Project Management Reconciliation	Per Hour	$100.00	3	$300.00
Declarations	Per Hour	$120.00	2	$240.00
			Sub Total:	$945.00

TOTAL CAPPED ADMINISTRATION COST: $11,990.00

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney’s fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.