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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

CLASS AND REPRESENTATIVE ACTION

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

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Information:
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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

On January 6, 2027, the Court conducted a hearing on the unopposed Motion for Preliminary Approval of Class and Representative Action Settlement filed by Plaintiffs Gabriel Morin, Rafael Rodriguez, Daniel Coloma, Zoei Hutcherson (collectively, "Plaintiffs") on behalf of themselves and all others similarly situated. The Court has reviewed and considered the Motion and the Settlement Agreement between Plaintiffs and Defendant Americold Logistics, LLC ("Defendant" or "Americold"), which is attached as **Exhibit 1** to the concurrently filed Declaration of Enoch J. Kim in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

This Order hereby incorporates by reference the definitions in the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY MAKES THE FOLLOWING FINDINGS:**

1. The Court finds on a preliminary basis that the proposed Settlement falls within the range of reasonableness, and the terms of Settlement, as set forth in the Settlement Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet the requirements for preliminary approval.

2. The Court further preliminarily finds that the Settlement resulted from serious, informed, non-collusive and arm's-length negotiations between experienced counsel following substantial investigation and exchange of information and with the assistance of an experienced mediator. The Court further finds that counsel had sufficient information to evaluate the strengths and weaknesses of the claims and defenses and that the Settlement avoids the additional expense, delay, uncertainty and risks associated with continued litigation.

3. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq*. are satisfied. Specifically, the Court finds on a preliminary basis that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable; (b) there are

questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members; (c) Plaintiffs' claims are typical of the Class's claims; (d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representatives can fairly and adequately protect the Class's interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

4. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Settlement Agreement: all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the Class Period (as defined in the Settlement Agreement, currently September 13, 2022 through December 31, 2025, subject to the Escalator Clause in Paragraph 4.5 of the Settlement Agreement and Defendant's rights thereunder) in the State of California.

As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT**:

1. This Order incorporates by reference the definitions and terms of the Settlement Agreement as though fully set forth herein. Unless otherwise expressly provided in this Order, all capitalized terms shall have the meanings assigned to them in the Settlement Agreement, and shall remain subject to the applicable terms, conditions, rights, obligations, limitations, and protections set forth therein. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

2. Except as expressly modified by this Order, all terms and provisions of the Settlement Agreement remain in full force and effect. Nothing in this Order shall be construed to expand, diminish, alter, or otherwise modify the Parties' substantive rights or obligations under the Settlement Agreement. In the event of an inconsistency concerning the Parties' contractual rights or obligations, the Settlement Agreement shall control unless otherwise expressly ordered by the Court.

3. The Court conditionally certifies and approves, for settlement purposes only, the Class described above. In the event the Settlement does not become final or effective in accordance with its terms, this conditional certification shall be vacated, and the Parties shall be restored to their respective positions regarding class certification. Defendant's agreement to

certification for settlement purposes shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

4. The Court preliminarily approves the Gross Settlement Amount of **$850,000.00** and the allocation and distribution thereof as provided in the Settlement Agreement. Except as otherwise expressly provided in the Settlement Agreement, including Paragraph 4.5 concerning the Escalator Clause, Defendant's monetary obligation is limited to the Gross Settlement Amount plus Employer Taxes as defined in the Settlement Agreement.

5. The Court preliminarily approves the PAGA Settlement and the **$50,000.00** PAGA Payment provided for in the Settlement Agreement, of which $32,500.00 shall be paid to the LWDA and $17,500.00 shall be distributed to PAGA Releasors in accordance with the allocation methodology set forth in the Settlement Agreement. The PAGA claim asserted in this Action is asserted by Plaintiff as proxy or agent of the California Labor and Workforce Development Agency. PAGA Releasors may not request exclusion from the PAGA Settlement, and the Released PAGA Claims shall be governed by the Settlement Agreement, this Order, and any Final Approval Order and Judgment entered by the Court

6. For the purposes of this Settlement, D.Law, Inc. and Wilshire Law Firm are hereby appointed as Class Counsel. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance either personally or through counsel of such individual's own choosing and at such individual's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.
7. For the purposes of this Settlement, Plaintiffs Gabriel Morin, Rafael Rodriguez, Daniel Coloma, Zoei Hutcherson are hereby appointed as the Class Representatives for the Class.
8. The Court confirms Apex Class Action, LLC ("Apex") as the Administrator. The procedures for paying the Administration Expenses Payment, as set forth in the

Settlement Agreement, are approved. Apex is directed to perform all responsibilities of the Administrator as set forth in the Settlement Agreement and this Order and shall maintain Class Member information as confidential and use such information solely for purposes of administering the Settlement.

9. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from the Gross Settlement Amount, including the cost of searching for Class Members' addresses as provided in the Settlement, and all other reasonable costs of the Settlement Administrator up to **$13,390.00** as provided in the Settlement.

10. The Class List and other confidential Class Member information shall be used solely for purposes of administering the Settlement and shall be maintained in accordance with the confidentiality and data-security requirements of the Settlement Agreement and any applicable protective order. Nothing in this Order expands Defendant's data-production obligations beyond those set forth in the Settlement Agreement.

11. The Court hereby approves, as to form and content, the Class Notice attached as **Exhibit A** to the Settlement Agreement. The Court finds that the dates and procedure for mailing and distributing the Class Notice in the manner set forth in the Settlement Agreement meet the requirements of due process and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. Minor, non-substantive changes are permitted to the extent required to facilitate notice administration. Settlement Class Members do not have to submit any claim forms since this is not a claims-made settlement. The Court finds that the form and method of giving notice comply fully with the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

12. The Court directs the mailing of the Class Notice via first class mail to the Class Members in accordance with the schedule and procedures set forth in the Settlement Agreement.

13. The procedures for Class Members to opt-out of the Class Settlement, object to the Settlement, and dispute the number of workweeks, as set forth in the Class Notice and

Settlement Agreement, are approved.

14. Any Class Member who does not timely and validly submit a Request for Exclusion in the manner and by the deadline specified in the Settlement Agreement and Class Notice shall be deemed to have waived the right to be excluded, shall become a Settlement Class Member, and shall be bound by the Settlement Agreement and all orders and judgments entered in connection with the Settlement, including the applicable release of the Released Class Claims upon satisfaction of the conditions specified in the Settlement Agreement.

15. Any Class Member who timely and validly submits a Request for Exclusion shall receive no Individual Settlement Payment and shall not be bound by the Released Class Claims, but any such individual who is also a PAGA Releasor shall remain subject to the PAGA Settlement and Released PAGA Claims as provided in the Settlement Agreement.

16. As specifically described in the Settlement Agreement, the Court orders that the Settlement Administrator shall immediately forward any Objections, Disputes, or Requests for Exclusion to Class Counsel and Defendant's Counsel upon receipt.

17. Neither the Settlement Agreement, this Order, nor any exhibit, document, statement, proceeding, negotiation, or conduct relating to the Settlement constitutes or shall be construed as, offered as, received as, or deemed to be evidence of any admission, concession, presumption, fault, wrongdoing, omission, liability, violation of law, damages, or the propriety of class or representative treatment by Defendant or any Released Party. Except as necessary to obtain approval of or enforce the Settlement, such materials shall not be offered or used for any purpose adverse to Defendant or any Released Party in this Action or any other action or proceeding.

18. A Final Approval Hearing (the "Hearing") shall be held on _____, at _____a.m./p.m. before the Honorable John R. Mayne in Department 21 of the Stanislaus County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be awarded; and (c) determine the reasonableness of the Class Representatives'

Service Payment requested for the Class Representatives and amount to be awarded.

19. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys' fees and costs, including any costs associated with or incurred by the Administrator at least sixteen (16) court days before the Final Approval Hearing.

20. Any Settlement Class Member must object to the Settlement by following the instructions for submitting written objections that are set forth in the Settlement Agreement and Class Notice, and may appear at the Final Approval Hearing. The procedures and requirements for submitting written Objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Settlement Class Member who objects to the Settlement but does not timely and validly request exclusion shall remain a Settlement Class Member and shall be bound by the Settlement Agreement and all applicable orders and judgments entered by the Court.

21. All further proceedings in this Action, except such proceedings necessary to implement and complete the Settlement, are hereby stayed pending the Final Approval Hearing. Pending final determination of whether the Settlement should be approved, Plaintiffs and all Settlement Class Members are preliminary barred from commencing, prosecuting, or maintaining any action asserting any of the Released Class Claims against Defendant or any of the Released Parties, subject to the right of Class Members to request exclusion in accordance with the Settlement Agreement and Class Notice.

22. If the Court does not enter a Final Approval Order and Judgment, the Effective Date does not occur, or the Settlement is otherwise terminated or rendered null and void in accordance with its terms, this Order and the conditional certification of the Settlement Class shall be vacated, and the Parties shall be restored to their respective positions as provided in the Settlement Agreement. Defendant shall retain all rights and defenses it possessed before execution of the Settlement Agreement, including all rights and defenses concerning

certification, representative treatment, manageability, liability, damages, and the merits of the claims asserted. Neither the Settlement Agreement, this Order, nor any settlement-related proceedings or materials shall thereafter be admissible or used against Defendant or any Released Party, except as otherwise expressly provided in the Settlement Agreement.

23. The Court retains exclusive and continuing jurisdiction over the Action, the Parties, Settlement Class Members, PAGA Releasors, the Released Parties, and the Administrator for purposes of supervising the implementation, administration, construction, interpretation, enforcement, and consummation of the Settlement Agreement and this Order, pursuant to Code of Civil Procedure section 664.6.

24. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

25. The Court hereby orders the Parties and the Administrator to carry out their duties and obligations in accordance with the terms of the Settlement Agreement. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Preliminary Approval Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____

_____
Hon. John R. Mayne
JUDGE OF THE SUPERIOR COURT