Nicol E. Hajjar, Esq. (SBN 303102)
nicol.hajjar@wilshirelawfirm.com
Rachel J. Vinson, Esq. (SBN 331434)
rachel.vinson@wilshirelawfirm.com
Karen L. Wallace (SBN 272309)
karen.wallace@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

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

CLASS AND REPRESENTATIVE ACTION

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

DECLARATION OF ENOCH J. KIM IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION 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

Additional Plaintiffs' Counsel:

David Keledjian (SBN 309135)
d.keledjian@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Matthew Carraher (SBN 346860)
m.carraher@d.law
D.LAW, INC.
250 N. Madison Ave., Second Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiffs RAFAEL RODRIGUEZ, DANIEL COLOMA and ZOEI HUTCHERSON

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc. and counsel for Plaintiffs Rafael Rodriguez, Daniel Coloma, and Zoei Hutcherson (collectively, "Plaintiffs"), on behalf of themselves and all other similarly situated employees of Defendant Americold Logistics, LLC ("Defendant") (Plaintiffs and Defendant are collectively referred to herein as "the Parties"). All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Parties' Class and Representative Action Settlement Agreement ("Motion"). A true and correct copy of the Parties' Class Action and PAGA Settlement Agreement Release ("Settlement Agreement" or "Settlement") is attached hereto as **Exhibit 1**.

Procedural History

3. On September 30, 2024, Plaintiff Rodriguez filed a putative class action complaint in Stanislaus County Superior Court, asserting the following claims: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512, and 1198); (2) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (3) Failure to Pay Proper Sick Pay (Lab. Code § 246); (4) Failure to Pay Proper Vacation Wages (Lab. Code § 227.3); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, and 203); (7) Failure to Indemnify (Lab. Code § 2802); (8) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab. Code §§ 212 and 213); and (9) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) ("Rodriguez Action"). The putative class includes all hourly or non-exempt employees in California employed by Americold from September 13, 2022, to the present, with subclasses corresponding to each of the asserted claims. Concurrently, Plaintiff Rodriguez submitted a PAGA notice to the Labor and Workforce Development Agency ("LWDA"). The

PAGA notice is attached hereto as **Exhibit 2**.

4. On November 6, 2024, Americold filed an Answer to the Rodriguez Action, generally and specifically denying all allegations and asserting applicable affirmative defenses. On November 8, 2024, Americold removed the case to federal court, where it is currently pending before Judge William B. Shubb in the Eastern District of California.

5. On December 11, 2024, Plaintiff Rodriguez filed a First Amended Complaint, adding a tenth cause of action for Civil Penalties under PAGA (Lab. Code § 2698 et seq.), alleging violations of numerous Labor Code provisions, including §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699 et seq., and 2802.

6. On April 25, 2025, Plaintiff Morin filed a putative class action against 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 (Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages (Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7); (5) Failure to Timely Pay Final Wages at Termination (Lab. Code §§ 201–203); (6) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Lab. Code § 2802); and (8) Unfair Business Practices (Bus. & Prof. Code §§ 17200 et seq.). ("Morin Action")

7. On June 18, 2025, Americold filed an Answer to the Morin Class Action denying all allegations in the Morin 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.

8. On July 2, 2025, Plaintiff Morin filed a standalone PAGA complaint based on the allegations in his class action in Stanislaus County Superior Court. ("Morin PAGA Action")

9. On August 14, 2025, the Parties' stipulation and request to stay the *Morin* Class and PAGA Actions was granted. Subsequently, on July 16, 2026, as part of this Settlement and to effectuate the 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.

10. On July 16, 2026, as part of this settlement, Plaintiff Morin filed a First Amended Complaint to consolidate the Morin Action, Morin PAGA Action, and Rodriguez Action, by adding Plaintiffs' Class claims as well as Plaintiff Hutcherson and Coloma to the Morin Action. ("Operative Complaint")

11. On November 12, 2026, Plaintiffs submitted a copy of the Settlement Agreement to the LWDA. The confirmation of submission email received from the LWDA is attached hereto as **Exhibit 3**.

12. Plaintiffs contend that Defendant violated California's wage and hour laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant rest breaks or rest break premium pay, failing to provide compliant meal periods or meal break premium pay, failing to timely pay wages during employment or upon separation and for waiting-time penalties, failing to indemnify reasonable and necessary business expenses, failing to provide accurate, itemized wage statements, failing to pay wages due, negotiable and payable in cash on demand, and unfair competition.

Investigation

13. Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between Class Counsel and Plaintiffs, in addition to the above-described research into the various legal issues involved in the case. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiffs' personnel file and other documentation; (4) interviewing Plaintiffs regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California

law and the facts and numbers provided by Defendant; and (7) reviewing information provided by Defendant in response to informal discovery and in advance of the mediation. The Parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action, including consulting experts.

14. Defendant, for their part, vigorously contested liability, the amount of claimed damages, and the propriety of class certification. After analyzing the relevant documents and other gathered data, Class Counsel believed that this case was appropriate for resolution via mediation. Given the high level of risk present for both sides, the Parties elected to mediate Plaintiffs' claims and attempt settlement.

Settlement Efforts

15. On March 5, 2026, the Parties attended an all-day mediation session with Lonnie Giamela, Esq., an experienced litigator and mediator in the field of wage and hour class actions. During mediation, counsel for the Parties discussed all aspects of the case, including the risks to all parties of continued litigation, including with respect to class certification and the merits of the primary claims in this case. Following mediation, the Parties accepted a mediator's proposal outlining general settlement terms. The Parties continued to work together on a long-form settlement agreement, which resulted in the Settlement Agreement now before the Court for approval.

16. The Parties spent the next several months negotiating the terms of the Settlement, which was finalized in August of 2026. The negotiations were adversarial, conducted at arm's length and tempered by the efforts of both sides to serve the interests of their clients. From Class Counsel's review of the strengths and weaknesses of the case and the risks and delays posed by further litigation, Class Counsel believes that the Settlement is fair and reasonable.

17. From Class Counsel's review of the facts, strengths, and weaknesses of the case and the risks and delays posed by further litigation, Class Counsel believes that the recovery for each Class Member is fair and reasonable. Further, the Settlement Agreement was the product of a non-collusive settlement process in which the Parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

Summary of the Settlement

18. Under the terms of the proposed Settlement Agreement, Defendant has agreed to pay $850,000.00 ("**Gross Settlement Amount**") on a non-reversionary basis. (Exhibit 1, Settlement Agreement, ¶ 2.15.) In addition to and separate from the Gross Settlement Amount, Defendant will pay the employer's portion of any payroll taxes on the wage allocation portion of the individual settlement payments to Class Members. The Settlement Agreement defines the Settlement Class ("**Class**") as, all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the Class Period (i.e. September 13, 2022, through December 31, 2025) in the State of California (Exhibit 1, Settlement Agreement, ¶ 2.02, 2.45.) The "**Net Settlement Amount**" available for distribution to Class Members, is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. (Exhibit 1, Settlement Agreement, ¶ 2.19.) These amounts are detailed as follows:

- Class Counsel's Fees and Litigation Expenses Payment: Up to one-third of the Gross Settlement Amount, or **$283,333.33**, to Class Counsel as attorneys' fees for the litigation and resolution of this Action and actual costs incurred in this Action of not more than **$25,000.00**. (Exhibit 1, Settlement Agreement, ¶ 4.8.);
- Class Representative Service Payments to Named Plaintiffs: Up to **$10,000.00** to Plaintiff Morin, **$10,000.00** to Plaintiff Rodriguez, **$10,000.00** to Plaintiff Hutcherson, and **$5,000.00** to Plaintiff Coloma as an award for their service as the class representatives. (Exhibit 1, Settlement Agreement, ¶ 4.9.);
- Administration Expense Payment: A not-to-exceed amount of **$13,390.00** to the Settlement Administrator for its costs of administration of the Settlement (Exhibit 1, Settlement Agreement, ¶ 4.10.);
- PAGA Penalties: **$50,000.00** ($32,500.00 to the LWDA; $17,500.00 to Aggrieved Employees) (Exhibit 1, Settlement Agreement, ¶ 4.7.);

17. If the Court approves the above allocations from the Gross Settlement Amount, the Net Settlement Amount ("NSA") is estimated to be **$443,276.67**. Each Participating Class Member's "Individual Class Payment" shall be calculated by the Settlement Administrator using the following formula: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks. (Exhibit 1, Settlement Agreement, ¶ 2.46.) The "Individual Class Payment" means the amount which is ultimately distributed to each Settlement Class Member from the Net Settlement Amount, net of any Employee's Taxes and Required Withholdings, and separate and distinct from the Settlement Class Member's share of the PAGA Payment. (Exhibit 1, Settlement Agreement, ¶ 2.16.) For the approximately 1,350 Class Members (if no exclusions), the average Gross Individual Settlement Payment, using a straight average, is $328.35.

18. Not later than thirty (30) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (Exhibit 1, Settlement Agreement, ¶ 5.2.) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice. (Exhibit 1, Settlement Agreement, ¶ 5.3.1.) The Class Notice includes a summary of the case and settlement terms and provides Class Members with detailed instructions on how to exclude themselves, object to the settlement, and dispute the number of workweeks and/or pay periods attributed to each Class Member per Defendants' records. (Exhibit 1, Exhibit A, Class Notice). Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. (Exhibit 1, Settlement Agreement, ¶ 5.3.1.) If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. (*Id.*) The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class

Notice is returned by the USPS a second. (*Id.*) Class Members who wish to exclude themselves the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). (Exhibit 1, Settlement Agreement, ¶ 2.20.)

Certification for Settlement Purposes Only is Appropriate

19. Plaintiffs allege that the proposed Class satisfies the criteria for certification of a settlement class under California law, as embodied in California Code of Civil Procedure § 382. Defendant has agreed to the conditional certification of the class for settlement purposes only. Defendant does not concede that certification is appropriate outside of this Settlement and preserves all rights to oppose certification if, for any reason, the Settlement does not become effective. In general, courts may take a proposed settlement into account in evaluating the propriety of class certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a "lesser standard" of scrutiny applies in certifying classes for settlement purposes. *Id*. Therefore, the Court should take into consideration the fact that the Parties have settled their claims and stipulated to certification for settlement purposes when assessing whether the Settlement is fair and reasonable.

20. Numerosity and Ascertainability. The putative Class is so numerous that joinder of all members is impractical. Class Members are all persons currently and formerly employed by Defendant as non-exempt, hourly-paid employees during the Class Period (September 13, 2022, through December 31, 2025) in the State of California. Defendant has identified 1,350 Class Members based on a review of their payroll and personnel records. Thus, the requirements of numerosity and ascertainability are met here.

21. Well-Defined Community of Interest. Plaintiffs contend, and Defendant do not dispute for settlement purposes only, that common issues of fact and law predominate as to each of the claims alleged by Plaintiffs, and the Class is united in its proof. This action involves, *inter alia*, a determination about Defendant's alleged failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant rest breaks or rest break premium pay, failure to

provide compliant meal periods or meal break premium pay, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to indemnify reasonable and necessary business expenses, failure to pay sick pay, failure to pay all vacation pay, failure to provide accurate, itemized wage statements, failure to pay wages due, negotiable ad payable in case on demand, and largely derivative claims under the UCL. Plaintiffs contend Defendant's practices affected Class Members in the same way and presents questions that are suitable for common adjudication because all Class Members were subject to the same employment policies and practices. The outcome of litigation in this matter depends upon questions that are common to Class Members.

22. Typicality. The class representative's claims are typical when they arise from the same event, practice, or course of conduct that gives rise to the claims of other putative Class Members and if their claims rest on the same legal theories. Here, Plaintiffs allege that their claims are typical of Class Members' claims because they arose from the same factual basis and are based on the same legal theories. Plaintiffs and Class Members were employed by Defendant during the Class Period and were subject to the allegedly unlawful meal and rest policies and pay practices at issue in this litigation. Thus, the typicality requirement is satisfied.

23. Adequacy. Plaintiffs' interests are aligned with those of the Class Members, as they have suffered the same injuries as the Class Members and have no conflicts of interest. Plaintiffs have not shrunk from this responsibility. Indeed, Plaintiffs have devoted a substantial amount of time and energy to litigating this action and effectuating a settlement. Furthermore, as set forth below, Class Counsel are experienced in wage-and-hour litigation, especially class actions, and have zealously represented the interests of the class in litigating this case and have no conflicts of interest with the Class or Administrator. Accordingly, the adequacy requirement is satisfied.

24. Predominance and Superiority. Plaintiffs contend that individualized issues do not predominate over the issues of law and fact that are common to the Class as a whole. As explained, *supra*, Plaintiffs alleges there are common issues of law and fact given that Plaintiffs and all Class Members were subjected to the same policies and pay practices during the relevant

time period. Plaintiffs and Class Members seek meal and rest premiums, unpaid wages and overtime, and penalties for work performed as non-exempt, hourly-paid employees for Defendant. Plaintiffs allege that these issues are suitable for common adjudication because all Class Members were allegedly subject to the same employment policies, and Plaintiffs contend the practices applied uniformly to all Class Members.

25. Plaintiffs contend that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy as there is little interest or incentive for Class Members to individually control the prosecution of separate actions. Although the alleged injury resulting from Defendant's policies and practices are allegedly real and significant, the cost of individually litigating each such case against Defendant would easily exceed the value of any relief that could be obtained by any one Class Member individually. If Class Members are forced to litigate their claims individually this would result in over 1,350 individual actions against Defendant. Here, the alternative methods of resolution are individual suits for relatively small amounts. Hence, an individual suit would prove uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery.

The Settlement is Fair, Adequate, and Reasonable

26. In deciding whether to approve a proposed class action settlement, the Court must find that a proposed settlement is "fair, adequate, and reasonable" and falls within the "range of approval." *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such as "the strength of Plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the Class Members to the proposed settlement." *Id.* The Settlement satisfies all of these requirements.

A. The Settlement is the Result of Serious, Informed, Non-Collusive Negotiations.

27. The proposed settlement was reached as a result of arm's length negotiations after the completion of pertinent discovery and the exchange of necessary Class Information. The

negotiations have been, at all times, adversarial and non-collusive in nature. *See*, 4 Newberg on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation, "a court will presume that a proposed class action settlement is fair when certain factors are present, particularly evidence that the settlement is the product of arms-length negotiation, untainted by collusion."). Although Plaintiffs steadfastly maintain that their claims are meritorious, Plaintiffs acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As described below, Defendant presented multiple defenses to Plaintiffs' claims, both on the merits and with respect to class certification. Thus, while Plaintiffs were prepared to litigate these claims through class certification, and ultimately trial, success was far from certain. Assistance from a skilled mediator ensured that negotiations were non-collusive and well-informed.

B. Extent of Discovery and Stage of Proceedings.

28. As stated above, the Parties engaged in substantial informal discovery before the Settlement was reached to allow them to fully evaluate the class claims and Defendants' defenses. This litigation has reached the stage where the Parties have a clear view of their respective strengths and weaknesses.

C. Strength of Plaintiffs' Case and the Risk, Expense, Complexity, and Likely Duration of Any Litigation.

29. Plaintiffs' claims are based on Defendants' alleged failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant rest breaks or rest break premium pay, failure to provide compliant meal periods or meal break premium pay, failure to timely pay wages during employment or upon separation and for waiting-time penalties, failure to indemnify reasonable and necessary business expenses, failure to provide accurate, itemized wage statements, and failure to pay proper sick pay, failure to pay proper vacation pay, and largely derivative claims under the UCL.

30. Plaintiffs allege that Defendant failed to pay Plaintiffs and Class Members at least minimum wages for all hours worked and proper overtime wages for hours worked in excess of eight hours in a day and 40 hours in a week. For example, Plaintiffs allege that Class Members were required to work after they had clocked out for the day in order to complete their tasks,

including helping drivers during their overlapping morning and evening shifts. Additionally, Plaintiffs allege that Class Members working in warehouses were required to put on uniforms and protective gear as well as pass through a security check. Likewise, Plaintiffs also allege that Defendant disproportionately rounded Plaintiffs and Class Members' time and was not neutral.

31. Defendant contends that it did not require any off the clock work, paid for all reported hours worked, that Class Members were instructed and required to record all hours worked. Defendant also contends that any alleged off the clock work was performed without Defendant's knowledge, and that it paid wages at the proper rates. Defendant also argued that given its written policies and practices, any unrecorded hours are likely subject to individualized inquiry and unlikely to be certified. Given the difficulty in certifying this claim, Class Counsel applied a significant discount to damages based on this theory.

32. Plaintiffs also allege that Defendant failed to provide Plaintiffs and Class Members with lawful first and second meal periods. Specifically, Plaintiffs and Class Members were regularly denied meal periods altogether or those meal periods were late or cut short due to understaffing and heavy workloads. Additionally, Plaintiffs contend that Class Members were required to carry walkie-talkies, including during meal and rest periods. Therefore, resulting in the frequency and the length of interruptions.

33. Defendant contends that Class Members were given a reasonable opportunity to take their meal periods, and that any deviations were at the voluntary election of Class Members. Defendants further contend that Class Members signed meal period waivers and attestation forms, verifying that they did not perform off-the-clock work and received their breaks in a timely manner. As such, Defendant further contends that the meal break claim requires individualized inquiries which would preclude class certification. If Defendant's contentions prevail in trial, the likely outcome would be no recovery for the Class Members on the meal break claim.

34. Plaintiffs also contend that Defendant did not provide Class Members with paid 10-minute rest breaks for every four hours or major fraction thereof. Similarly, the Class Members were not provided the opportunity to take rest periods since they were not relieved of

their duties and were required to work through their rest breaks due to the excessive workloads and work assignments.

35. Defendant maintains that it did provide a reasonable opportunity for Class Members to take duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not provided. Considering that unlike meal periods, rest breaks need not be recorded, these violations would likely be difficult to prove at trial and potentially depress the damages ultimately awarded. Therefore, Class Counsel applied significant and appropriate discounts to the rest break claim.

36. Additionally, Plaintiffs allege that Defendant also required Plaintiffs and Class Members to incur necessary business expenses in the course of performing their required job duties without reimbursement. Specifically, Plaintiffs alleges that Class Members were required to incur expenses utilizing their own personal cell phones and data plans during the course of their employment, but were not reimbursed for those expenses. Likewise, Plaintiffs contend that Plaintiffs and Class Members also had to purchase tools, gear, and supplies which were all necessary for Class Members to be able to perform duties under Defendant's employ. Defendant maintain that Class Members were not required to incur expenses that are reimbursable under the law and that Defendant reimbursed employees for necessary expenses incurred pursuant to their policies.

37. Plaintiffs contend that Class Members worked for Defendant for more than 30 days but were not paid at least one hour of sick pay for every 30 hours of work, or at least three days of sick time for every 12-month period of work. Defendant maintains that it paid Class Members all required and requisite sick pay at the regular rate of pay.

38. As for the wage statement and waiting time penalties claims, Plaintiffs allege that Defendant consistently failed to provide Class Members with accurate and itemized wage statements and all wages due to Class Members upon termination of their employment with Defendant. Defendant contends that these claims are merely derivative of the underlying claims and that Plaintiffs and Class Members would be unable to first establish liability for the underlying claims for the reasons described above. Defendant further contend that even if they

could first establish liability for the underlying claims, Plaintiffs and Class Members would be unable to establish that Defendant's conduct was willful and knowing as required by the relevant statutes since Defendant acted in good faith to provide accurate wage statements and pay all wages due to Plaintiffs and Class Members. Thus, Defendant contends that the wage statement and waiting time penalties claims to have little to no value.

39. Defendant generally denies all claims alleged in the Action and further denies class treatment is appropriate for any purpose other than this Settlement and that it complied with all applicable laws. However, Defendant has concluded that further litigation would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions herein.

40. As stated above, while Plaintiffs and Class Counsel contend the claims asserted in the Action have merit, they also acknowledge the expense, delay, and risks of continued litigation. Although the Parties engaged in significant informal discovery in advance of mediation, the Parties still had significant discovery to complete had the matter not settled. This would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. Even if this Court certified the classes after considering all briefing on Plaintiffs' motion for class certification, the Parties would incur considerably more attorney fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

D. The Risk of Maintaining Class Action Status Through Trial.

43. Plaintiffs have not yet filed their motion for class certification, and as such, the extent to which Plaintiffs proposed classes were certifiable is somewhat speculative. Absent a settlement, there was a risk that there would not be a certified class at the time of trial, or if there were, it could consist of a significantly smaller group of employees than the proposed Settlement Class, resulting in less overall recovery.

44. Finally, in class actions, decertification is always a possibility, and there is always a risk that a trial of this magnitude can become unmanageable. Cases like *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples in class

actions and demonstrate that decertification is a real risk that Class Counsel must consider. A class trial would have also required expert witnesses, the accrual of extensive litigation costs, and the commitment of extensive further time and financial resources. Finally, given the complexity and unsettled nature of the issues, it is somewhat likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members who have already waited years for resolution in this matter. Risk and legal uncertainty must be dealt with in any litigation, and this Settlement was the product of compromise accounting for those risks and that uncertainty.

E. The Amount Offered in Settlement is Fair Given the Potential Value of the Claims.

45. Because the class consists of numerous employees, it was unlikely that the potential monetary claims of individual Class Members would have proved viable without the class-action mechanism. The Settlement Agreement should be approved in light of two California appellate decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

46. The strength of the plaintiff's case in light of the settlement amount is deemed by courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiffs allege that Defendant failed to pay minimum wage, failed to pay overtime wages, failed to provide compliant rest breaks or rest break premium pay, failed to provide compliant meal periods or meal break premium pay, failed to timely pay wages during employment or upon separation and for waiting-time penalties, failed to indemnify reasonable and necessary business expenses, and failed to provide accurate, itemized wage statements, all in violation of California law. Plaintiffs seek related violations of California's Business & Professions Code, penalties pursuant to Labor Code § 2699 *et seq*. Summary calculations for estimated liability for each of these claims are below.

<u>Failure to Pay Minimum and Overtime Wages:</u>

47. Plaintiffs allege that Defendant failed to pay Plaintiffs and Class Members at least minimum wages for all hours worked and proper overtime wages for hours worked in excess of

eight hours in a day and 40 hours in a week.

48. Class Counsel's expert estimated Defendant's maximum exposure on the unpaid wages due to off the clock work attributable to overtime to be approximately $2,441,730.00 (assuming 1 hour of off the clock work per workweek and 83% of off the clock hours attributable to overtime) and unpaid wages due to rounding to be approximately $29,856.00. However, given Defendant's defenses and the potential hurdles facing certification of off-the-clock and rounding claims, Class Counsel applied a 90% discount making for an adjusted realistic exposure of **$247,158.60** for Defendant.

Meal Periods and Rest Breaks:

49. Meal Periods: Plaintiffs allege that Defendant had a common practice and policy of denying compliant meal periods.

50. For each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as "premium pay." To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods. See Wage Order 4-2001(7)(A)(3). Plaintiffs allege that Defendant failed to pay the legally required premium at their regular rate of pay whenever meal periods were missed, interrupted, or late.

51. Class Counsel's expert estimated Defendant's maximum exposure on the meal period claim at approximately $2,406,256.00 (net meal premiums due offset by meal premiums paid). However, given Defendant's defenses and the potential hurdles facing certification of the meal break claim, Class Counsel applied a 90% discount making for an adjusted realistic exposure of **$240,625.60** for Defendant.

52. Rest Breaks: Plaintiffs contend that Defendant did not provide Class Members with timely paid 10-minute rest breaks for every four hours or major fraction thereof.

53. Class Counsel's expert estimated Defendant's maximum liability exposure on the rest break period claim at approximately $4,512,023.00 assuming a 50% violation rate. However,

given Defendant's contentions and the difficulties facing certification of rest break claims, Class Counsel applied a 90% discount making for an adjusted realistic exposure of **$451,202.30** for Defendant. Owing to the arguments above and the fact that the recording of rest periods is not required, this claim was substantially discounted.

Inaccurate Wage Statement Violations:

54. Under Labor Code § 226(a), Plaintiffs and the Class are entitled to recover $50 for initial violations for inaccurate wage statements and $100 for subsequent violations, up to a maximum of $4,000 per employee.

55. Class Counsel's expert estimated Defendant's maximum total exposure on the section 226 claim at approximately $3,584,400.00 (assuming $50/$100 for initial and subsequent violations during the relevant period and a maximum of $4,000 per employee). After considering Defendant's contentions and the potential class certification issues, Class Counsel discounted this amount by 95% to get an adjusted realistic exposure of **$179,220.00.**

Failure to Pay Final Wages at Termination or Separation:

56. In allegedly failing to pay Class Members their minimum wages, overtime wages, and premium pay for deficiently provided meal periods and rest breaks, and sick pay all discussed above, Plaintiffs allege that Defendant willfully failed to pay Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as required under Labor Code § 203.

57. Section 203 further provides that if an employer willfully fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages will continue as a penalty until paid for a period of up to 30 days from the date they were due.

58. Class Counsel's expert estimated Defendant's maximum total exposure on the section 203 claim at approximately $5,117,530.00 (910 terminated employees during the relevant period x 30 days x average hourly rate per year x 8.4 hours per workday). Given the foregoing arguments, Class Counsel discounted this amount by 95% to get an adjusted realistic exposure of **$255,876.50**.

///

Failure to Reimburse for Necessary Business Expenditures:

59. As discussed above, Plaintiffs alleges that Plaintiffs and Class Members incurred necessary expenditures in the performance of their job duties for Defendant.

60. Class Counsel's expert estimated Defendant's maximum exposure on the unreimbursed business expenses claim at approximately $348,526.00 (assuming $20 per month). However, given Defendant's reimbursement policy and the potential for the need for individualized inquiries making class certification of this claim difficult, Class Counsel applied a 90% discount to get an adjusted realistic exposure of **$34,852.60.00**.

Unfair Business Practices

61. Plaintiffs pled this cause of action to augment their other causes of action and aid in their prosecution. Business & Professions Code § 17208 extends the statute of limitations on Plaintiffs' wage claims, which qualify as unfair business practices, to four years rather than the three years provided by statute.

Summary

62. The foregoing discussion establishes the adequacy of the Settlement amount in light of the merits of Plaintiffs' case and establishes the fairness of the class-action settlement in the instant case, including by analyzing it in light of the *Clark* and *Kullar* decisions. It does so by explaining the legal basis for each of Plaintiffs' causes of action, summarizing the evidence that Class Counsel gathered in support of those causes of action, and relating to Defendant's legal and factual arguments that worked to detract from the strength of Plaintiffs' case.

63. Class Counsel applied reasonable and justified discounts, considering the facts and legal contexts outlined above. These substantial discounts were necessary in light of Defendant's contentions and denial of liability. This Settlement, like most others, was the product of compromise. As addressed above, Plaintiffs estimated that Defendant's faced approximately $1,408,935.60 in total realistic exposure on Plaintiffs' main claims. The Gross Settlement Amount of $850,000.00 therefore represents a recovery for the Class Members of approximately 60% of the total realistic exposure Plaintiffs estimated Defendant could face on these class-wide claims. Class Counsel submits that this is an optimal result for the Class in light

of all of the factors described above.

Class Counsel Fees Payment is Fair and Reasonable

64. Under the Settlement, Class Counsel requests, without opposition from Defendant, an award of $283,333.33 for attorneys' fees and reasonable expenses incurred to prosecute the Action. This request is fair, reasonable, and adequate to compensate Class Counsel for the significant resources they have put into this case and, moreover, the risk they assumed by taking it in the first place as they will not receive any compensation for their efforts until recovery is obtained for the Class. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to Class Members, communicating with Class Members regarding their claims, and assisting in the administration of the Settlement if it is preliminarily approved. The requested fee is reasonable for the services provided to Class Members and for the benefits they are to receive. Class Counsel's costs incurred to date and estimated future costs are currently estimated not to exceed $25,000.00.

Class Representative Service Payments are Fair and Reasonable

65. Plaintiffs are entitled to a reasonable service payment for their efforts and initiative in bringing and helping to prosecute this action. Plaintiffs spent significant time better apprising themselves of their rights, deciding whether remedial action should be taken and how it should be taken, searching for attorneys, and communicating with Class Counsel. Plaintiffs were consistently communicative with counsel, routinely checked-in, and was responsive to Class Counsel's requests for information for discovery, documentation, and meetings.

66. Both before and after the filing of this lawsuit, Plaintiffs conferred with Class Counsel on to discuss every aspect of their case, including assisting Class Counsel in investigating and substantiating the claims alleged in this action, providing Class Counsel with information about Defendant and about the industry generally and evidentiary documents, identifying witnesses, and attending mediation.

67. In agreeing to be the named plaintiffs in this litigation, Plaintiffs accepted a number of risks. For example, Plaintiffs accepted the potential risk of being liable for

Defendant's costs and potentially the company's fees if the lawsuit was unsuccessful. Further, Plaintiffs risked the potential stigma of being a class representative in a class action labor dispute, which may affect their future employability.

68. Plaintiffs seek an enhancement in the amount not to exceed $10,000.00 to Plaintiff Morin, $10,000.00 to Plaintiff Rodriguez, $10,000.00 to Plaintiff Hutcherson, and $5,000.00 to Plaintiff Coloma. Plaintiffs secured a benefit for the Class worth $850,000.00. In the aggregate, the requested enhancement represents only a small percentage of the settlement consideration. In light of the foregoing, Class Counsel believes that the requested incentive awards to the Class Representatives are fair and reasonable.

Proposed Class Notice Provides Adequate Notice

69. The notification procedure set out in the Settlement Agreement provides the greatest likelihood that each and every Class Member will receive the Class Notice, attached to the Settlement as Exhibit A. Under the Settlement, no later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice. (Exhibit 1, Settlement Agreement, ¶ 5.3.1.) The Class Notice includes a summary of the case and settlement terms and provides Class Members with detailed instructions on how to exclude themselves, object to the settlement, and dispute the number of workweeks and/or pay periods attributed to each Class Member per Defendant's records. (Exhibit A, Class Notice). Settlement Class Members who want to opt out must timely submit a signed and dated written request to be excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out Request"). Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) calendar days for Class Members whose Class Notice is re-mailed). (Exhibit 1, Settlement

Agreement, ¶ 2.20.) A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. (*Id.*) To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. (*Id.*) This is the best and most practicable way to ensure the greatest possible number of Class Members will receive the Notice.

70. The Class Notice itself fully apprises Class Members of the nature of the lawsuit, the claims involved, the terms of the settlement, and their options thereunder. (Exhibit 1, Settlement Agreement, Exhibit A, Class Notice). It provides for a specific procedure to seek exclusion from the Class, disputing payments and Class Information, challenging workweek and pay period data, and lodging objections to the settlement. (*Id*.) In the Class Notice, Class Members will also receive Class Counsel's contact information so they can speak to attorneys conversant with the legal and factual issues involved in this case, as well as the contact information for the Settlement Administrator. The efforts taken to ensure that Class Members receive the Class Notice and are well informed about the settlement are reasonable and provide the best notice practicable under the facts.

Qualifications and Adequacy of Class Counsel

71. D.Law prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as Plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

72. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the putative Class and Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing Plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

73. D.Law has litigated and successfully resolved many wage and hour class action

cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in

Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

74. I am Senior Counsel at D.Law where I manage the class action and PAGA settlements team. I was admitted to the California Bar in December 2008. I received my J.D. from Pepperdine University School of Law and B.S. from the University of Southern California. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have practiced employment law from the plaintiff's side, from the defense side, and from an in-house position. I have significant experience specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of my experience coming from the plaintiff's side.

75. Attorney David Keledjian is Senior Counsel at D.Law and he manages his own complex litigation team. Mr. Keledjian was admitted to the California Bar in December 2016. Mr. Keledjian received his J.D. from Trinity Law School and B.A. from California State University of Fullerton. Since graduating from law school, Mr. Keledjian has dedicated virtually his entire career on the practice of employment law. Mr. Keledjian has practiced employment law from both the plaintiff's side and defense side. Mr. Keledjian has significant experience specifically working on wage and hour class actions from the plaintiff's side, with the majority of his experience coming from representing employees and obtaining significant settlements on their behalf. During his career, Mr. Keledjian has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he has obtained six and seven figure settlements against a range of defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, failure to provide meal breaks, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the present matter. Mr. Keledjian is experienced in prosecuting employment matters, particularly class actions. In addition to the present case, he is also class counsel for dozens of other putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions throughout California.

76. Associate Attorney David Arakelyn received his Bachelor of Arts in political science from the University of California, Los Angeles, in 2009. Mr. Arakelyan then earned his Juris Doctorate from the University of California, Los Angeles in May of 2020. Upon graduating from law school, he has primarily focused my practice on representing employees in wage-and-hour class actions. Mr. Arakelyan has worked on multiple cases that have resulted in favorable settlements for the employee Class Members and Aggrieved Employees he has represented.

77. Associate Attorney Matthew Carraher earned his bachelor's degree from Loyola Marymount University and his Juris Doctorate from Loyola Law School. He was admitted to the California Bar in December 2022 and has devoted the majority of his legal career to the practice of employment law. He has been appointed as class counsel for many class and representative

action settlements in California state court involving the gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, failure to pay timely wages, and failure to reimburse necessary business expenses - similar to claims at issue in the present matter.

78. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class and representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the skills and knowledge developed over decades of prosecuting and defending wage and hour class actions to fairly and adequately represent the interests of the Class Members and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiff and the putative Class Members and aggrieved employees in this action.

79. We understand the responsibilities owed as counsel to the Settlement Class Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated the claims asserted in this action and have remained committed to dedicating the resources necessary to represent the Settlement Class and vigorously pursue their claims. Based upon my experience and understanding of the claims and defenses in this action, I believe the settlement is fair, adequate, and reasonable for the Class Members and aggrieved employees and all involved, and that the Settlement is well within the range of reasonableness that would permit it to be finally approved. I am not aware of any conflict of interest with Plaintiffs or any other Class Member that would interfere with the duties as Class Counsel.

///

///

///

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, in Pasadena, California.

Enoch J. Kim, Esq.

EXHIBIT 1

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT, RELEASE AND CLASS NOTICE

(1) ***RAFAEL RODRIGUEZ, on behalf of himself and all others similarly situated, and the general public v. AMERICOLD LOGISTICS, LLC, et al.*, Case No: 2:24-cv-03129-WBS-SCR (hereinafter, "*Rodriguez*");**

(2) ***GABRIEL MORIN, individually, and on behalf of all others similarly situated, and the general public v. AMERICOLD LOGISTICS, LLC, et al.*, Case No: 2:25-cv-01745-DJC-AC (hereinafter, "*Morin* Class"); and**

(3) ***GABRIEL MORIN, on behalf of the State of California and other aggrieved persons, v. AMERICOLD LOGISTICS, LLC, et al*., Case No: CV-25-006362 (hereinafter, "*Morin* PAGA").**

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

IT IS HEREBY STIPULATED AND AGREED that the Parties to this settlement agreement (hereinafter, "Settlement" or "Agreement") are (1) Defendant **Americold Logistics, LLC** ("Americold" or "Defendant") and (2) Plaintiffs **Rafael Rodriguez** ("Rodriguez")**, Gabriel Morin** ("Morin")**, Zoei Hutcherson** ("Hutcherson"), and **Daniel Coloma** ("Coloma") (collectively, "Plaintiffs"). Collectively, the Defendant and Plaintiffs are the "Parties" of the Actions (as defined below).

This Settlement encompasses the Actions entitled (1) *Rafael Rodriguez, et al. v. Americold Logistics., et al.*, Case No: 2:24-cv-03129-WBS-SCR, U.S. District Court, Eastern District of California (hereinafter, "*Rodriguez*"); (2) *Gabriel Morin v. Americold Logistics, LLC, et al.,* Case No. 2:25-cv-01745-DJC-AC, U.S. District Court, Eastern District of California (hereinafter, "*Morin* Class"); and (3) *Gabriel Morin v. Americold Logistics, LLC, et al.,* Case No. CV-25-006362, Stanislaus Superior Court (hereinafter, "*Morin* PAGA") ("Actions").

Subject to the approval of the Court, the settlement of the Actions and the various released claims (as defined below) shall be effectuated upon and subject to the following terms and conditions in this Settlement. The Parties agree that this Settlement shall fully, finally, and forever discharge and resolve the Actions and the released claims, upon and subject to the terms and conditions hereof. To that end, the Parties agree that the Actions shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement and for the consideration set forth herein, including but not limited to, a release of claims by Plaintiffs as set forth herein.

1. FACTUAL BACKGROUND, PROCEDURAL HISTORY, AND RECITALS

1.01 Plaintiffs are former hourly and non-exempt employees who allege various wage and hour violations on behalf of themselves, allegedly "aggrieved employees," and the putative class for the state of California.

1.02. On September 30, 2024, Plaintiff Rodriguez filed a putative class action complaint in Stanislaus County Superior Court, asserting the following claims: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512, and 1198); (2) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (3) Failure to Pay Proper Sick Pay (Lab. Code § 246); (4) Failure to Pay Proper Vacation Wages (Lab. Code § 227.3); (5) Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a)); (6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, and 203); (7) Failure to Indemnify (Lab. Code § 2802); (8) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Code §§ 212 and 213); and (9) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). The putative class includes all hourly or non-exempt employees in California employed by Americold from September 13, 2022, to the present, with subclasses corresponding to each of the asserted claims. Concurrently, Rodriguez submitted a PAGA notice to the Labor and Workforce Development Agency ("LWDA").[1]

1.03. On November 6, 2024, Americold filed an Answer, generally and specifically denying all allegations and asserting applicable affirmative defenses. On November 8, 2024, Americold removed the case to federal court, where it is currently pending before Judge William B. Shubb in the Eastern District of California.

1.04. On December 11, 2024, Rodriguez filed a First Amended Complaint, adding a tenth cause of action for (10) Civil Penalties under PAGA (Lab. Code § 2698 et seq.), alleging violations of numerous Labor Code provisions, including §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699 et seq., and 2802.

1.05. On April 25, 2025, Plaintiff Morin filed a class action complaint asserting the following causes of action: (1) Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages (Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7); (5) Failure to Timely Pay Final Wages at Termination (Lab. Code §§ 201–203); (6) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Lab. Code § 2802); and (8) Unfair Business Practices (Bus. & Prof. Code §§ 17200 et seq.).

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

1.07. On July 2, 2025, Morin filed a standalone PAGA complaint based on the allegations in his class action in Stanislaus County Superior Court.

---

[1] Rodriguez submitted through his counsel D.Law, Inc. a PAGA Notice/Letter to the LWDA entitled, "PAGA Letter (Rodriguez).pdf" on September 30, 2025, which was designated the Submission Number: AP-5503421 and assigned Case Number: LWDA-CM-1053664-24, which was amended and submitted on April 27, 2026, and was designated the Submission Number: AP-6568684 (hereinafter, "*Rodriguez* PAGA Letter"); Morin submitted through his counsel Wilshire Law Firm a PAGA Notice/Letter to the LWDA entitled, "2025 04-24 Americold Logistics, LLC - PAGA Letter (FINAL).pdf" on April 24, 2025, which was designated the Submission Number: AP-5875486 and assigned Case Number: LWDA-CM-1094356-25 (hereinafter, "*Morin* PAGA Letter") (collectively, "LWDA Letters").

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

1.08. On August 19, 2025, the parties filed a stipulation to stay both the *Morin* Class and PAGA actions, which the court granted.

1.09. Prior to the mediation, the Parties engaged in informal discovery and an extensive exchange of information based on a production of all electronic time, pay, and attestation data for the putative class members and alleged aggrieved employees, and Defendant provided information concerning meal and rest period premiums paid during the relevant periods, and other related information and documents requested *inter alia:* (a) the total number of current and former putative class members and alleged aggrieved employees who worked during the relevant time periods, including their job titles and other requested information; (b) the number of former putative class members and alleged aggrieved employees that ended their employment with Defendant during the relevant time periods; (c) the total number of workweeks at issue during the relevant time periods; (d) the total number of pay periods at issue during the relevant time periods; (e) the start and end date of employment for each putative class member and all employees during the PAGA Period; (f) the final hourly rate paid to each putative class member and employees during the Settlement Period and PAGA Period, respectively; (g) the average hourly rate for the putative class members and alleged aggrieved employees; (h) description of how any incentive pay, bonuses, and such were calculated (to the extent applicable); (i) all versions of employee handbooks used during the relevant periods; (j) all documents, including handbooks, manuals, policies, memoranda, training and on-boarding/orientation documents applicable to Class Members and/or the alleged aggrieved employees and/or their supervisors during the relevant period, evidencing Defendant's policies and practices; (k) Defendant's timekeeping policies, including policies regarding clocking-in and clocking-out, attendance and tardiness, employee schedules, payment of wages, and meal period and rest break policies; and (l) other relevant information, including Plaintiffs' personnel files, wage statements, pay data, attestation data, and time records.

1.10. On September 22, 2025, after informally exchanging documents, data, and information, the Parties attended a full day mediation session with Lonnie Giamela, an experienced wage and hour class action and PAGA-action mediator to resolve the instant Actions in their entirety. After a full day of arm's length negotiations, the Parties reached an agreement to settle all of the claims alleged in *Rodriguez, Morin* Class, and *Morin* PAGA, as well as all of Plaintiffs' individuals claims.

1.11. On or about March 6, 2026, after approximately 6 months of negotiating, the parties entered into and fully executed a Memorandum of Understanding ("MOU") summarizing the

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

general terms of the Settlement. The MOU is incorporated herein by this reference. The Parties agreed that the MOU is binding on the Parties until the long form settlement agreement is signed and fully executed. Notwithstanding anything else contained in this Agreement, the MOU shall be enforceable under California Code of Civil Procedure section 664.6 and admissible under California Evidence Code section 1123, subdivision (a). Regardless of any settlement privilege or other rules of evidence, the Parties agreed that an MOU may be admitted in Court and enforceable if a finalized settlement document cannot be agreed upon.

1.12. Once approved by the Court, this settlement will fully resolve the Actions and cover all class claims from September 13, 2022, to December 31, 2025. The MOU also includes an escalator clause, which, if exercised, could extend the release period through the date of the Preliminary Approval Hearing or earlier. The Court's approval will also cover the PAGA Claims. The PAGA Period was defined to mean the period from September 30, 2023, up to December 31, 2025. The Parties intend this Agreement to bind Plaintiffs, Defendant, Class Members, and all PAGA Releasors.

1.13. Class Counsel has conducted a thorough investigation of the claims that Plaintiffs asserted against Defendant in the Actions and/or that relate to or could have arisen out of the same facts alleged in the Actions or relating to the employment of the Plaintiffs and Class Members, including both asserted and unasserted claims. Based on their independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration of and on the terms set forth in this Agreement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, Class Members, and the alleged aggrieved employees in light of all known facts and circumstances, including (a) the substantial factual and legal defenses available to Defendant to the claims asserted in the Actions, which render the outcome of the Actions substantially uncertain; (b) the potential difficulties Plaintiffs and Class Members would encounter in establishing the elements of their claims; (c) the substantial benefits made available to Class Members, the State of California, and PAGA Releasors pursuant to the Settlement; (d) the fact that the Settlement ensures that Class Members will receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (e) the fact that the Settlement allows persons who would otherwise fall within the definition of the Class, if they

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

so desire, to opt out of the Settlement and individually pursue any released claims that he or she may have.

1.14. Defendant categorically denies all of the contentions and allegations raised and in support of the claims in the Actions. To that end, Defendant has denied and continues to deny each and all of the allegations and claims alleged by Plaintiffs in the Actions and has further denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the Actions. Defendant contends that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiffs and putative Class Members and alleged aggrieved employees. Defendant further contends that, for any purpose other than settling the Actions, these claims are not appropriate for class or representative treatment. Defendant further reserves the right to contest any issues relating to manageability, trial plans, and liability if the Settlement is not approved. Nonetheless, the Parties have concluded that further proceedings in the Actions would be protracted and expensive and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. To dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue in the Actions, the Parties agreed to resolve the Actions. Defendant has also considered the uncertainty and risks inherent in any litigation, especially in complex cases such as the Actions. Defendant has, therefore, determined that it is desirable and beneficial to it that the Actions be settled in the manner and upon the terms and conditions set forth in this Agreement.

1.15. It is the desire and intention of the Parties that this Agreement shall, fully, finally, and forever completely settle, compromise, release, and discharge any and all of Plaintiffs' Released Claims, Class Members' Released Class Claims, and the Released PAGA Claims, as they are defined above and below. The Parties jointly believe this Settlement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement and Agreement after lengthy, extensive arm's length negotiations, facilitated by an experienced wage and hour class action mediator, considering all relevant factors, present and potential. This Agreement shall not be construed in favor of or against any of the Parties because of their participation in the drafting of this Agreement.

1.16. Plaintiffs, on behalf of themselves, the Class Members and the PAGA Releasors, along with Defendant, and subject to the approval of the Court, stipulate that the Actions will be

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

compromised and settled pursuant to the terms and conditions set forth in this Agreement and that after the date of the Court's final approval of this Agreement, judgment shall be entered, subject to the continuing jurisdiction of the Court as set forth below, subject to the recitals set forth above which by this reference become an integral part of this Agreement, and subject to the following definitions, terms and conditions:

2. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below. To the extent the terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

2.01. "**Actions**" means the Plaintiffs' pending lawsuits entitled (1) *Rafael Rodriguez, et al. v. Americold Logistics., et al.*, Case No: 2:24-cv-03129-WBS-SCR, U.S. District Court, Eastern District of California; (2) *Gabriel Morin v. Americold Logistics, LLC, et al.,* Case No. 2:25-cv-01745-DJC-AC, U.S. District Court, Eastern District of California; and (3) *Gabriel Morin v. Americold Logistics, LLC, et al.,* Case No. CV-25-006362, Stanislaus Superior Court.

2.02. **"Class"** or **"Class Members"** is defined as all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the Settlement Period in the State of California. Any Class Member who does not opt out or submit a Request for Exclusion is a "Settlement Class Member" and shall be bound by the terms of the Agreement.

2.03. **"Class Counsel,"** refers to David Keledjian, Enoch J. Kim, Matthew Carraher, and David Arakelyan of D. Law, Inc., and Nicole E. Hajjar and Rachel J. Vinson of Wilshire Law Firm, and any other attorney(s) associated with the law firms.

2.04. "**Class Notice**" refers to the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL as set forth in the form of "**Exhibit A"** attached hereto, or as otherwise modified or approved by the Court, which is to be mailed to the Class Members.

2.05. **"Class Settlement"** means the non-PAGA portion of this Settlement and release of class claims that is subject to the Court's preliminary and final approval.

2.06. "**Class Representatives**" mean Plaintiffs Rodriguez, Morin, Hutcherson, and Coloma.

2.07. **"Court"** means Superior Court of California, County of Stanislaus.

2.08. "**Defendant**" shall mean Defendant Americold Logistics, LLC.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

2.09. "**Defense Counsel**" means Barbara Blackburn and Hovannes "Hovik" Nalbandyan with Littler Mendelson, P.C., and any attorney(s) associated with the law firm.

2.10. **"Effective Date"** means thirty (30) calendar days after the Court has entered a Final Approval Order if no Objections to the Settlement are filed, or if any Objections to the Settlement are filed and subsequently withdrawn. If objections are filed and overruled, and no appeal of the Final Approval Order is filed, then the Effective Date will be sixty-five (65) calendar days following the date the Final Approval Order is entered. In the event an appeal is filed, the Effective Date is the day after the date on which the appeal is disposed of in the Parties' favor, dismissed, withdrawn, or otherwise resolved in a manner that upholds the Settlement in its entirety and is no longer subject to review by any court, whether by appeal, petition for rehearing or re-argument, petition for review, or otherwise. Should any appeal not result in approval of the Parties' Settlement as described herein, the Agreement shall be *void ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions. In the event an appeal, writ, motion challenging the judgment or other collateral attack is made, the Gross Settlement Amount shall not be distributed until the challenge is resolved in a manner that upholds the Agreement in its entirety. This definition presupposes that the Agreement has been signed by the Parties and their counsel, the Court has entered the Preliminary Approval Order, and that the Class Notice has been mailed to the Class Members as ordered by the Court in this Agreement.

2.11. "**Employee's Taxes and Required Withholdings**" means the employee's share of any and all applicable federal, state or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act ("FICA"), FUTA and/or SUTA on the portion of the Individual Settlement Payment that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld from and paid out of the Net Settlement Amount.

2.12. "**Employer Taxes**" means and refers to the employer's share of corporate federal, state and/or local payroll taxes, including Medicare taxes, Social Security taxes, federal unemployment taxes, state unemployment insurance taxes, and employment training taxes, that is owed on the Individual Settlement Payment that constitutes wages, and if applicable, any portion of the Service Award that constitutes wages. The Employer Taxes shall be paid by Defendant separate and apart from the Gross Settlement Amount.

2.13. "**Final Approval Hearing**" refers to the hearing at which the Court will make a final determination of whether the Settlement and the terms of the Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for final approval.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

2.14. **"Final Approval Order"** refers to the entry of the final Court order approving the Settlement following the Final Approval Hearing and entering final judgment in accordance with the terms herein and under the specific terms requested. Any judgement entered will be subject to the continuing jurisdiction of the Court as set forth below and pursuant to the terms of California Code of Civil Procedure section 664.6. The Court will retain jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Agreement.

2.15. "**Gross Settlement Amount**" **(also referred to herein as "GSA")** refers to the maximum payment of **Eight Hundred Fifty Thousand Dollars and Zero Cents ($850,000.00**), subject only to a *pro rata* increase based upon the escalator provision set forth in Paragraph 4.5, to be paid by Defendant to fully and finally settle, resolve and conclude the Actions, without any admission of fault or liability and subject to the terms and conditions of this Agreement. The GSA represents an "all in" figure and includes all payments made to Settlement Class Members (excluding any appropriate and lawfully required Employer Taxes owed by Defendant on such payments which Defendant shall be separately responsible for apart from the GSA), the Service Award paid to the Class Representative, all costs and expenses associated with the Settlement Administrator, the PAGA Payment, and all attorneys' fees and litigation costs and expenses to Class Counsel, as approved by the Court. Except as otherwise specified herein, Defendant shall not be required to, and shall not, pay any additional monies beyond the amount of the GSA plus the Employer Taxes.

2.16. "**Individual Settlement Payment**" means the amount which is ultimately distributed to each Settlement Class Member from the Net Settlement Amount, net of any Employee's Taxes and Required Withholdings, and separate and distinct from the Settlement Class Member's share of the PAGA Payment.

2.17. "**LWDA Letters**" refers to the *Rodriguez* PAGA Letter and *Morin* PAGA Letter that outlines the allegation of various wage and hour claims, and PAGA penalties, asserted in the Operative Complaint, including violation of Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2101, 2102, 2103, 2698, 2699, et seq., and 2802, provisions of all applicable Industrial Welfare Commission (IWC) Wage Order(s), and California Business & Professions Code § 17200 *et seq*.

2.18. "**Mailing Date**" means the date that the Settlement Administrator initially mails by U.S. Mail the Class Notice to the Class Members and the PAGA Releasors.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

2.19. "**Net Settlement Amount**" **(also referred to herein as "NSA")** is the GSA minus Court-approved attorney's fees and litigation costs, PAGA Payment, Court-approved Settlement Administrator's costs, fees and expenses, and Court-approved Service Award. The NSA is the maximum amount that will be available for distribution to Settlement Class Members. To the extent that the Court approves and awards an amount for the Service Award to the Plaintiffs, Settlement Administration Costs to the Settlement Administrator, and/or the award to Class Counsel for attorneys' fees and costs, that is less than the amount(s) requested by Plaintiffs, the difference shall be included in the Net Settlement Amount and distributed to the Settlement Class Members, as set forth herein. The Net Settlement Amount is currently estimated at **$443,276.67**.

2.20. **"Notice Period" or "Response Deadline"** refers to a date that is forty-five (45) calendar days from the date that the Class Notice is first mailed to Class Members and the deadline by which Class Members' Requests for Exclusion, disputes regarding Weeks at Issue credited to them, and/or Objections must be postmarked in order to be timely. Should a Class Member's Class Notice be re-mailed pursuant to Paragraph 5.3.1 of this Agreement, the Response Deadline shall be an additional fifteen (15) calendar days from the date of re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later. An Objection or Request for Exclusion must be mailed to the Settlement Administrator with a postmark dated on or before the Response Deadline for it to be considered. Similarly, a written notice disputing the number of Workweeks at Issue must be returned to the Settlement Administrator with a postmark dated on or before the Response Deadline for the Class Member to raise a valid dispute regarding the number of Workweeks at Issue used to determine his or her Individual Settlement Payment.

2.21. "**Objection(s)**" means a written statement by a Settlement Class Member setting forth his or her objection to this Settlement, which must be completed and mailed to the Settlement Administrator in the manner set forth in this Agreement and the Class Notice.

2.22. **"Operative Complaint"** refers to the First Amended Class and Representative Action Complaint, as filed or to be filed pursuant to Paragraph 4.3, including any amendments thereto, in the *Morin* PAGA matter to consolidate the *Rodriguez*, *Morin* Class, and *Morin* PAGA actions into a single lawsuit, as well as any subsequently amended complaint filed in the *Morin* PAGA action.

2.23 "PAGA Check" means the check issued to each PAGA Releasor for his/her share of the PAGA Payment.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

2.24. "**PAGA Claims**" means all disputes, claims, and/or causes of action, which include but are not limited to charges, complaints, liens, demands, causes of action, obligations, damages, and liabilities for civil penalties that are premised in whole or in part on any of the claims asserted in the Actions, Operative Complaint, or the LWDA Letters, whether known or unknown, suspected or unsuspected, relating to the allegations that were asserted, or could have been asserted based on the same factual predicate.

2.25. "**PAGA Payment**" means the payment to the State of California, LWDA, and the PAGA Releasors in settlement of all claims for PAGA penalties as more fully detailed in Paragraph 4.7 below.

2.26. "**PAGA Releasor**" means any individual who is or was employed by Defendant in the State of California as a non-exempt or hourly-paid employee at any time during the PAGA Period. Where applicable, this definition also includes the LWDA and the State of California

2.27. "**PAGA Settlement**" means the PAGA portion of the Gross Settlement Amount embodied in this Agreement, which is subject to the Court's approval.

2.28. "**PAGA Period**" means the period beginning on September 30, 2023, through December 31, 2025. This provision is subject to the escalator clause in Paragraph 4.5.

2.29. "**PAGA Pay Periods**" means the number of pay periods worked by PAGA Releasors between September 30, 2023, through the end of the PAGA Period.

2.30. **"Parties"** refers to the Plaintiffs and Defendant, and, in the singular, refers to any of them, as the context makes apparent.

2.31. "**Payout Calculation**" refers to the amounts calculated under this Agreement for Plaintiffs and each Settlement Class Member.

2.32. **"Plaintiffs"** means Plaintiffs Rodriguez, Morin, Hutcherson, and Coloma. Where required by the context of the Agreement, this term includes all persons acting under Plaintiffs' direction or control or on their behalf, and/or any other agent, heir, beneficiary, devisee, legatee, executor, administrator, trustee, conservator, guardian, estate, personal representative, successor-in-interest, and/or assign.

2.33. "**Plaintiffs' Released Claims**" means all of Plaintiffs' claims and causes of action asserted in the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law that Plaintiffs release, remise, and forever discharge against Defendant and the Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action, obligations, and claims of every

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which they ever had or now has against the Defendant or the Released Parties arising or accruing at any time before the date of his/her signature on this Agreement. Plaintiffs' Released Claims also include, but are not limited to, any applicable California law, wage and hour claims and all other claims for willful misclassification, unpaid wages, unpaid commissions, overtime compensation, liquidated damages, willful exemplary damages, interest, hours worked, minimum wages, unpaid meal or rest period premiums, miscalculated wages, improper deduction(s), late payment of wages, frequency of pay, premium pay, incentives, bonuses, non-compliant wage statements, failure to reimburse business expenses, failure to keep accurate and complete payroll records, and any other claims or relief of any kind under statute, tort, contract, quasi-contract, injunctive relief theories or claims, including those permitted under California labor code § 2699, *et seq.*, or as alleged in the LWDA Letters (as defined above), and claims for exemplary, punitive, or penalty damages, interest, and attorneys' fees and costs beyond those provided for or contemplated as part of this Agreement, other damages, and/or any other form of relief, as permitted by law. The above-defined scope of released claims by Plaintiffs are meant to be as broad as possible as permitted by law. Plaintiffs also release claims against Defendant and Released Parties for attorneys' fees, costs and expenses related to this litigation, beyond those provided for or contemplated as part of this Settlement. This release does not pertain to Plaintiff Coloma, who is providing a general release of the claims in this paragraph with the exclusion of claims under California common law for wrongful termination and those under the California Fair Employment and Housing Act.

2.34. "**Preliminary Approval Hearing**" means the hearing held to determine whether the Court will enter a Preliminary Approval Order approving this Settlement.

2.35. "**Preliminary Approval Order**" means an entry of an order from the Court preliminarily approving this Agreement and the settlement of the Actions.

2.36. "**Released Class Claims**" means the release of claims that all Class Members who do not submit valid Requests for Exclusion (i.e., "Settlement Class Members") fully release, remise, and forever discharge Defendant and the Released Parties from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages, or liabilities of any kind, whether known or unknown, suspected or unsuspected. This release applies to all claims that were asserted, or could have been asserted, based on the facts alleged in the Operative Complaint. The scope of the Released Class Claims for each Settlement Class Member is intended to be as broad as permitted by law and is based on the same factual predicate alleged in the Actions (or any

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

amendments thereto). Such claims include, without limitation, the following causes of action: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512, and 1198); (2) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Pay Proper Vacation Wages (Lab. Code § 227.3); (6) Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a)); (7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, and 203); (8) Failure to Indemnify (Lab. Code § 2802); (9) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab. Code §§ 212 and 213); (10) Quota Disclosure and Enforcement Requirements (Lab. Code §§ 2101, 2102, and 2103); (11) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); and (12) all other applicable provisions of the Labor Code or applicable IWC Wage Order. These allegations include assertions that Plaintiffs and Class Members were not properly or timely compensated for all hours worked and were subjected to wage-and-hour violations. The released claims encompass causes of action arising under California law, state law, common law, local law, or federal law, as well as under any administrative order, statute, ordinance, regulation, or applicable wage-and-hour law. The release includes all claims and causes of action that arise from, relate to, or are directly or indirectly connected to the facts alleged in the Actions, whether known or unknown. This includes, without limitation, claims for failure to pay wages; failure to pay for all hours worked, including "off the clock" work; and any other claims alleged in this case or arising out of or relating to the same factual predicate. The release further includes all related claims for restitution and other equitable relief, conversion, liquidated damages, penalties, and any other related claims, damages, or penalties of any nature whatsoever.

2.37. "**Released PAGA Claims**" means the release of all claims that the LWDA and State of California, by and through Plaintiffs as an agent and proxy of the LWDA, and on behalf of the PAGA Releasor for civil penalties under PAGA whether known or unknown, suspected or unsuspected, relating to the allegations that were asserted or could have been asserted based on the same factual predicate alleged in the LWDA Letters or Operative Complaint, including claims for civil penalties under PAGA for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2101, 2102, 2103, 2698, 2699 et seq., and 2802, and applicable IWC Wage Orders.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

2.38. "**Released Parties**" means Americold Logistics, LLC and all of its current or former parent companies, subsidiaries, sister companies, divisions, joint ventures, affiliates, affiliated companies, assigns, trustees, guarantors, fiduciaries, partnerships, present and former owners, shareholders, predecessors and successors in interest, managing agents, affiliated entities, and/or any other related company or individual to the extent legally permissible that could be jointly liable with Defendant.

2.39. "**Request for Exclusion**" refers to a written request by a Class Member to be excluded from the Settlement, which must be made in writing and in conformity with the requirements set forth in the Class Notice, the Agreement, and the Court's Preliminary Approval Order, as applicable, and must be mailed to the Settlement Administrator and postmarked on or before the Notice Period has ended.

2.40. "**Service Award**" means the monetary award made to the Plaintiffs, in the amount set forth in this Agreement, or other lesser amount as approved by the Court, for their service as Class Representative and in recognition of their efforts for prosecuting these Actions on behalf of themself, the Class Members and PAGA Releasors. The Service Award is to be paid from the GSA, and is subject to approval by the Court, as described below.

2.41. **"Settlement" or "Agreement"** means this Class and PAGA Action Settlement Agreement and Release, including any attached exhibits. Settlement also refers to the settlement of the Actions effectuated by this Agreement between the Parties.

2.42. "**Settlement Administrator**" refers to the third-party administrator mutually selected by the Parties, Apex Class Action, LLC, subject to approval by the Court, to perform the notice, settlement administration, and distribution functions further described in this Agreement.

2.43. **"Settlement Administration Costs"** refers to the costs and expenses of the administrator, to perform its tasks and duties as provided by this Agreement. These costs will be paid out of the GSA.

2.44. **"Settlement Class Members"** means all Class Members who have not timely and properly submitted a Request for Exclusion. All Settlement Class Members shall be bound by the terms of the Agreement.

2.45. "**Settlement Period**" means the time period from September 13, 2022, to December 31, 2025. This provision is subject to escalator clause provision in Paragraph 4.5.

2.46. **"Workweeks at Issue"** means all workweeks that each Settlement Class Member worked on at least one day (excluding vacation and leaves of absence) during the Settlement Period

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

as a non-exempt or hourly employee of Defendant, which shall be calculated based on information that Defendant provides to the Settlement Administrator. Reasonable, good-faith estimates and approximations based on available payroll records may be used to the extent there are gaps in the information provided by Defendant to the Settlement Administrator. If needed, the Settlement Administrator will calculate the number of Workweeks at Issue by calculating the number of weeks in which each Settlement Class Member earned non-vacation wages from Defendant during the Settlement Period. Any Settlement Class Member with less than one complete week of employment will be credited with one workweek, even if they only worked one day during that period.

3. **LIMITATIONS ON USE OF THIS SETTLEMENT AGREEMENT**

3.1. **No Admission/Denial of Liability:** The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to Plaintiffs or any Class Member or PAGA Releasor. Nothing in this Agreement is intended as or may be construed as an admission or concession of liability, unlawful conduct, or wrongdoing by Defendant (and/or any of the Released Parties) in any way, shape, or form. Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Actions. Nothing in this Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. The Parties to this Settlement agree that it reflects their good faith compromise of the claims raised in the Actions, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. Defendant further denies that it has engaged in any unlawful activity, denies that it has failed to comply with the law in any respect, denies it has any liability to anyone under the claims asserted in this matter, and contends that but for this Settlement, the Actions would not be able to proceed as a class or representation action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the fact that the Plaintiffs and Defendant are willing to settle the Actions shall have no bearing on, and shall not be admissible in connection with, any litigation, or any other civil, criminal, and/or administrative action or

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

licensing proceeding (other than solely in connection with approval and enforcement of this Agreement).

3.2. **Non-Evidentiary Use.** Except for purposes of effectuating the Settlement pursuant to the terms and conditions herein, and/or for Defendant (and/or a Released Party) to establish that a Settlement Class Member has resolved any of his/her claims released through this Agreement (or used in a similar manner), and regardless of whether the Final Approval Order is entered, neither this Agreement nor any of its terms (including, but not limited to, the payment of the GSA) nor the Settlement itself shall be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Actions, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

3.3. **Effect of Settlement Not Being Final**. In the event the Court does not enter a Final Approval Order granting approval of the Settlement, the Agreement shall become null and void, and its terms and all documents setting out its terms shall be inadmissible in further litigation of this or any other case. Specifically, in the event (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties as set forth in this Agreement, except to the extent of a reduction in amount for Attorneys' Fees and Costs, the Service Award, and/or Settlement Administration Costs; (b) any government agency objects, intervenes or otherwise interferes with the enforcement of the Settlement embodied in this Agreement; (c) the Court should for any reason fail to enter the Preliminary Approval Order and Order Approving PAGA Settlement, and/or Final Approval Order; (d) the Final Approval Order is reversed, modified, or declared or rendered void; (e) the Settlement does not become final for any other reasons; (f) the LWDA provides notice of intent to investigate the alleged violations set forth in the LWDA Letters; or (g) judgment is not entered by the Court that binds the Plaintiffs, Settlement Class Members, or PAGA Releasors, then this Settlement shall automatically be considered null and void, and any order entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) all Parties to this Agreement and the pleadings in these Actions shall stand in the same litigation position they were prior to the signing of this Agreement, without prejudice to either party; (iii) Defendant shall not have any

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

obligation to pay any portion of the GSA to anyone under the terms of this Agreement; and (iv) all previous disbursements (if any) from the GSA shall immediately be paid back to Defendant. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Prior to enforcing this Paragraph, the Parties shall meet in good faith to resolve issues pursuant to the Cooperation Clause. Specifically, the Parties must meet and confer in good faith to ensure that the Settlement can be approved as drafted, and each Party is able to completely satisfy all the material terms and conditions as required by the Agreement.

3.4. **Not Mere Recitals and Invalidation of Agreement for Failure to Satisfy Conditions.**. The terms and provisions of this Agreement are substantive contractual obligations and shall not be construed as mere recitals. If any material term, condition, or requirement of this Agreement is not fully satisfied by Plaintiffs, this Agreement shall be deemed terminated and of no further force or effect. Upon such termination, all provisions of this Agreement, including, without limitation, the conditional certification of the Settlement Class, the Individual Settlement Payments to Settlement Class Members, the payment of Attorneys' Fees and Costs to Class Counsel, the Service Awards to the Plaintiffs, the PAGA Payment, and all other payments or consideration contemplated by this Agreement, shall be null, void, and unenforceable. In the event of such termination, neither this Agreement nor any act performed, statement made, document exchanged, or proceeding undertaken in connection with this Agreement shall be offered, received, construed, or admissible as evidence by or against any Party or Released Party for any purpose, including as an admission, concession, presumption, or determination regarding any issue of fact or law in the Actions or in any other civil, criminal, administrative, regulatory, or licensing proceeding. The Parties expressly reserve all rights, claims, defenses, and positions and shall be restored to the status quo ante for all purposes, as though this Agreement had never been executed. Without limiting the foregoing, if this Settlement is terminated due to the failure to satisfy any material term or condition of this Agreement, except where Defendant elects to void the Agreement pursuant to Section 12.1, Defendant shall have no obligation to establish, fund, maintain, or preserve any settlement fund, and shall have no obligation to make any payment under the Gross Settlement Amount to any Settlement Class Member, PAGA Releasor, Class Counsel, the Settlement Administrator, the State of California, or the Plaintiffs. Notwithstanding the foregoing, if the Court has approved the PAGA Payment and the release of the PAGA Claims provided for in this Agreement, and Defendant has issued the PAGA Payment, then the release of

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

the PAGA Claims shall remain valid, binding, and enforceable according to its terms.

4. **TERMS OF SETTLEMENT AND ALLOCATION OF SETTLEMENT PROCEEDS**

4.1. **Settlement**. The Parties agree the Actions and any claims, damages, or cause of action arising out of the dispute, which is the subject of the Actions, or which reasonably could have been alleged based on the factual predicate stated in the Operative Complaint, be settled subject to Court approval and under the terms set forth in this Settlement. This Settlement is a "non-claims-made" and "non-reversionary" settlement. Each Settlement Class Member will be entitled to a share of the NSA in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein.

4.2. **Scope of Settlement.** Subject to Court approval, the Settlement shall cover all Settlement Class Members.

4.2.1. **Settlement of California Class Action:** The Settlement shall bind all Settlement Class Members during the Settlement Period to the extent of the Released Class Claims.

4.2.2. **Settlement of Individual Claims:** The Settlement shall bind the Plaintiffs to the extent covered by Plaintiffs' Released Claims.

4.2.3. **Settlement of PAGA Action:** The Settlement shall bind all alleged PAGA Releasors during the PAGA Period to the extent of the Released PAGA Claims.

4.3. **Filing of Amended Complaint:** In an effort to preserve judicial resources, prevent unnecessary expense and cost, while avoiding conflicting judgments, the Parties agree that Class and Defense Counsel shall stipulate for Plaintiffs to amend the Operative Complaint in the *Morin* PAGA to consolidate *Rodriguez*, *Morin* Class, and *Morin* PAGA and shall thereafter stipulate to stay the Actions during the settlement approval process. To effectuate the amending of the Complaint, Defendant shall stipulate to the filing of an amended complaint. The First Amended Class & Representative Action Complaint (the "FAC") shall be subject to reasonable review and approval by Defendant prior to filing. Specifically, Plaintiffs will provide a draft copy of the FAC to Defendant for review no later than ten (10) calendar days before the anticipated filing date. Defendant shall not be required to file an answer or other responsive pleading to the FAC. It is the understanding of the Parties that this Settlement shall cover all of the claims alleged in the LWDA Letters and the subsequently filed Operative Complaint subject to this paragraph.

4.4. **Settlement Sum**. In exchange for the releases, obligations, and promises set forth in this Settlement (and subject to the terms and conditions contained in this Settlement), Defendant

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

agrees to pay the Gross Settlement Amount of **Eight Hundred Fifty Thousand Dollars and Zero Cents ($850,000.00),** subject only to a *pro rata* increase based upon the escalator provision set forth in Paragraph 4.5, which is the total and all-inclusive amount Defendant shall be obligated to pay under the Settlement embodied by this Agreement (except that Defendant shall pay the Employer Taxes and withholdings with respect to the wages portion of Individual Settlement Payment separately and in addition to the GSA), for the full resolution of the Actions, Plaintiffs' Released Claims, Released Class Claims, and Released PAGA Claims. The GSA includes amounts appropriated to the Settlement Class Members, the PAGA Payment, Settlement Administration Costs to the Settlement Administrator, Attorney's Fees and Costs to Class Counsel, and the Service Award. Defendant will deposit money into a Qualified Settlement Fund ("QSF"), established by the Settlement Administrator.

4.5. **Escalator Clause**. This settlement is based on 79,500 workweeks. If the actual number of workweeks during the Class Period exceeds this estimate by more than 10% (i.e., exceeds 87,450 workweeks), Defendant shall have the option, but not the obligation, to either: (1) increase the GSA on a *pro rata* basis by the percentage increase above the 10% threshold (e.g., if the number of workweeks increases by 11%, the GSA will increase by 1%), or (2) designate a cutoff date for the release period corresponding to the point at which the number of workweeks reaches 87,450. If Defendant elects the first option, the release periods for both the Class Period and the PAGA Period will extend beyond December 31, 2025. If this provision is triggered and Defendant elects to increase the GSA, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented. If Defendant does not exercise the first option, this Agreement will default to the second option which shall govern the Released Class Claims and Released PAGA Claims cutoff when the number of workweeks reaches 87,450 total workweeks.

4.6. **Distribution of Net Settlement Amount.** The Net Settlement Amount shall be allocated among the members of the Settlement Class on a *pro rata* basis based on the number of Workweeks at Issue for each Settlement Class Member, and number of PAGA Pay Periods for each PAGA Releasor. The allocations to the Class Settlement Amount and the PAGA Settlement Amount is based on Workweeks at Issue and PAGA Pay Periods within each allocation group and the applicable statute of limitations periods. The initial calculation prior to the mailing of the Class Notice shall estimate (1) the gross Individual Settlement Payment that each Settlement Class

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Member may be eligible to receive based on their Workweeks at Issue, assuming that no Class Members opt out of the Class Settlement; and (2) the gross PAGA Payment that each PAGA Releasor may be eligible to receive based on the PAGA Pay Periods. To the extent that individuals are both Settlement Class Members and PAGA Releasors, they shall be eligible to receive both an Individual Settlement Payment and a PAGA Payment. Separate check payments may be issued for Individual Settlement Payment checks and PAGA Payment checks; thus, individuals that are both Settlement Class Members and PAGA Releasors may be issued two separate check payments. The Net Settlement Amount shall be fully distributed, as follows:

4.6.1. Class Members who do not opt out of the Class Settlement (i.e., Settlement Class Members) will receive a *pro rata* share of the Class Settlement Amount, as follows:

a. Settlement Class Members will receive a *pro rata* share of the Net Settlement Amount, based on their respective number of Workweeks at Issue in the Settlement Period as compared to the total Workweeks of all Settlement Class Members in the Settlement Period;

b. Settlement Class Members shall have one hundred eighty (180) calendar days from the date of mailing of their Individual Settlement Payment check to cash their Individual Settlement Payment check. The Settlement Administrator shall mail a check cashing reminder postcard to those Settlement Class Members who have not negotiated their Individual Settlement Payment checks within ninety (90) days of mailing. Any failure of a Settlement Class Member to deposit a check shall not affect the enforceability of the release of all Released Class Claims, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks. In the event that any Individual Settlement Payment checks are not deposited, cashed, or otherwise negotiated within the 180-day period**,** such checks shall be void. Any funds not distributed after the expiration of the Individual Settlement Payment checks shall escheat to the State of California Controller's Office to be held in the name of the Settlement Class Member who is the payee of the check.

4.6.2. To the extent permitted by applicable federal law and the Court, and pursuant to *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 528 (2021), the Parties agree that an opt-in process is not needed for Settlement Class Members to release

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

their FLSA claims. As the Court held in *Amaro*, "The FLSA's written consent requirement does not apply to a release in a class settlement of state wage and hour claims." In the event the Court orders otherwise, the Parties agree that any individual who worked for Defendant during the FLSA period from September 13, 2022 to December 31, 2025, and that cashes, deposits, or otherwise negotiates the Individual Settlement Payment check shall be deemed to have opted into *GABRIEL MORIN, et al. v. AMERICOLD LOGISTICS, LLC., et al.*, Case No. CV-25-006362*,* for purposes of fully and finally releasing all claims under the FLSA that could have been alleged against Defendant and/or the Released Parties.

4.6.3. No settlement check shall be issued until the Settlement Administrator provides final calculations of the Individual Settlements Payments to Defense Counsel and Class Counsel who shall confirm or object to said calculations within five (5) calendar days of receipt.

4.6.4. The amount distributed to Settlement Class Members, plus all required withholdings (if any), shall not exceed the NSA.

4.6.5. If a Class Member timely and validly submits a Request for Exclusion, as set forth herein, his or her share of the NSA will remain part of the NSA and will be distributed to the Settlement Class Members in accordance with the above formula.

4.7. **PAGA Payment**. Subject to Court approval, the Parties agree to allocate an amount of **Fifty Thousand Dollars and Zero Cents ($50,000.00)** to the settlement of all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA Payment"), which will be paid from the Gross Settlement Amount. Of this, an amount of Thirty-Two Thousand Five Hundred Dollars and Zero Cents ($32,500.00), which is 65% of the PAGA Payment, shall be paid to the State of California LWDA. The remaining 35% of the PAGA Payment, which amounts to Seventeen Thousand Five Hundred Dollars and Zero Cents ($17,500.00)**,** shall be distributed *pro rata* to all PAGA Releasors, based on the number of PAGA Pay Periods worked by a PAGA Releasor, as a fraction of the total PAGA Pay Periods worked of all PAGA Releasors. The portion of the PAGA payment to the PAGA Releasors shall be treated entirely as penalties. Although the PAGA Settlement will be subject to Court approval, PAGA Releasors will not have the opportunity to opt-out or object to the PAGA Payment or the release of the Released PAGA Claims set forth in this Agreement. No individual, including any PAGA Releasor, has standing to object to the PAGA Settlement. In the event the LWDA or the Court rejects this allocation, the Parties will meet and confer with the Court and the LWDA to

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

reach a penalty allocation acceptable to all Parties that does not materially alter the terms of Settlement, nor require Defendant to pay more than the GSA. If the LWDA materially objects to the Settlement, the Parties shall renegotiate the allocation to the PAGA Settlement, or Defendant may elect to terminate the Agreement. Concurrently, when Plaintiffs file their Motion for Preliminary Approval, Plaintiffs shall send a copy of the Settlement to the LWDA pursuant to the 2024 amendments to PAGA. The PAGA Payment shall be paid from the Gross Settlement Amount.

4.8. **Attorneys' Fees, Costs, and Expenses**. Class Counsel shall request attorneys' fees up to one-third (1/3) of the GSA, currently estimated at **Two Hundred Eighty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($283,333.33)**, for attorneys' fees, and up to **Twenty-Five Thousand Dollars and Zero Cents ($25,000.00)** for reimbursement of reasonable out-of-pocket litigation costs and expenses according to proof ("Attorneys' Fees and Costs"). Class Counsel agrees not to seek from Defendant any additional attorneys' fees, costs and/or expenses stemming from their involvement in the Actions, except as otherwise specified in this Agreement. Plaintiffs and Class Counsel will apply to the Court for payment of Class Counsel's request for Attorneys' Fees and Costs. Defendant agrees not to oppose Class Counsel's request for Attorneys' Fees and Costs in these amounts. The terms of this Agreement will not be abrogated and will continue in full force even if the Court awards a lesser amount for Attorneys' Fees and Costs than requested by Class Counsel. The outcome of the Court's ruling on the application for Attorneys' Fees and Costs shall not terminate the Settlement or otherwise affect the Court's ruling on the Final Approval Order. To the extent the Court does not approve payment of Attorneys' Fees and Costs in the amount set forth herein, the amount that is not awarded to Class Counsel shall remain a part of the NSA for distribution to the Settlement Class Members on a *pro rata* basis. Except as provided in this Paragraph, upon final approval, each Party shall bear their or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, and settlement of the Actions. Attorneys' Fees and Costs shall be paid without withholding, and an IRS Form 1099 will be issued for such payments. Class Counsel will provide the Settlement Administrator with IRS Form W-9, with all corresponding taxpayer identification entered, so that an IRS Form 1099 may be issued.

4.9. **Service Award to Plaintiffs**. In return for services rendered to the Class Members, Plaintiffs will request that the Court approve a Service Award of up to **Ten Thousand Dollars and Zero Cents ($10,000.00)** for themselves from GSA, except for Coloma who will request up

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

to **Five Thousand Dollars and Zero Cents ($5,000.00)**. Defendant will not oppose such an application. The terms of this Agreement will not be abrogated and will continue in full force even if the Court awards a lesser amount for the Service Award. The outcome of the Court's ruling on the application for a Service Award shall not terminate this Settlement or otherwise affect the Court's Final Approval Order. Any amount not approved by the Court shall become part of the Net Settlement Amount for distribution to the Settlement Class Members on a *pro rata* basis. In return for the Service Award, Plaintiffs will release Plaintiffs' Released Claims upon Defendant's funding of the GSA. The Service Award payable to Plaintiffs shall be in addition to any Individual Settlement Payments they may receive. Notwithstanding the foregoing, nothing in this Agreement releases any claims that may not be released as a matter of law.

4.10. **Costs of Settlement Administration.** The Parties have mutually agreed to the selection of the Settlement Administrator to undertake the administration of the Settlement in these Actions. The reasonable Settlement Administration Costs through and beyond the Final Approval Hearing are estimated not to exceed **Thirteen Thousand Three Hundred Ninety Dollars and Zero Cents ($13,390.00)** and shall be paid from the Gross Settlement Amount subject to Court approval. The terms of this Settlement Agreement will not be abrogated and will continue in full force even if the Court awards a lesser amount for Settlement Administration Costs. The outcome of the Court's ruling on Settlement Administration Costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Order. Any amount not approved by the Court shall become part of the Net Settlement Amount for distribution to the Settlement Class Members on a *pro rata* basis.

4.11. **Taxes & Tax Treatment**. Each Settlement Class Member's payment shall be treated 20% as wages and will be reported as such to each Settlement Class Member on an IRS Form W-2; and 80% as penalties and interest and will be reported as such to each Settlement Class Member on an IRS Form 1099, if applicable. The wage portion shall be paid net of all Employee's Taxes and Required Withholdings, including federal, state, and local income tax, FICA taxes, and federal and state unemployment taxes. The Parties further agree that the PAGA Payment distributed to each PAGA Releasor will be treated entirely as civil penalties and will be reported as such to each PAGA Releasor on an IRS Form 1099, if applicable.

4.11.1. Defendant shall transmit to the Settlement Administrator for payment of the employer share of all payroll taxes imposed by law separately and in addition to the Gross Settlement Amount ("Employer Taxes"). All Employer Taxes withheld and paid by

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

the Settlement Administrator shall be reported by the Settlement Administrator to the appropriate taxing authorities under the payee's name and social security number.

4.11.2. **Tax Treatment of Attorneys' Fees and Cost Award**. Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees and/or costs and will be responsible for payment of any taxes owing on said amount. Class Counsel will transmit to the Settlement Administrator by e-mail a signed IRS W-9 form, with all corresponding taxpayer identification entered.

4.11.3. All Settlement Class Members are obligated to pay their respective share of any taxes, local, state, or federal, which may become due and owing on the monies received under this Settlement.

4.11.4. In the event that any taxing body determines that different amounts should have been withheld from the payments (or any portion thereof) provided for in this Paragraph, the Settlement Class Member shall be liable for the payment of any such employee's share of taxes and agrees to defend, indemnify and hold the Released Parties harmless for the payment of such taxes, the failure to withhold, and any interest and penalties imposed thereon.

4.11.5. None of the payments provided under the Settlement shall be taken into account for purposes of determining benefits under any qualified or non-qualified plans of Defendant or their affiliated companies.

4.11.6. The Parties agree that the Gross Settlement Amount will qualify as a QSF pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq*. of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, to the extent applicable, all taxes imposed on the gross income of the Gross Settlement Amount and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service, or any state or local taxing body will be paid from the Gross Settlement Amount.

4.11.7. **No Tax Advice.** All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or their/its agents regarding the tax treatment of payments under federal, state, or local law. To that end, neither Plaintiffs nor Defendant, nor the Parties' attorneys, shall give or are giving any tax advice

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Settlement Class Member agrees to indemnify and hold harmless Defendant from any liability for employee-side taxes and/or related fees, costs, or assessments resulting from his or her failure to timely pay his or her share of employee-side taxes and/or related interest, fees, or penalties owed.

4.11.8. **Tax Treatment of Service Award.** Plaintiffs will receive an IRS Form 1099 for their Service Award and will be responsible for payment of any taxes owing on said amount.

4.12. **Conditional Nature of Stipulation for Certification of the Class Action Claims:** Solely for purposes of this Settlement, the Parties shall stipulate to the certification of the California Class. Defendant does not waive, and instead expressly reserves its right to challenge the propriety of the class certification for any purpose as if this Settlement had not been entered into by the Parties should the Court not approve the Settlement or should counsel for either Party exercise its rights to terminate the Settlement as permitted by this Agreement. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to certification of the Class Action as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Action, or any claim or class, should be certified in a non-settlement context in this Class Action or any other civil, criminal, and/or administrative action or licensing proceeding, or in any other action. Defendant expressly reserves its right to oppose class certification in this or any other action should this Settlement not become effective. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiffs shall request that the Court certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

4.12.1. **Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Plaintiffs shall be appointed as representatives for the Class Action.

4.12.2. **Appointment of Class Counsel**. Solely for the purposes of this Settlement, the Parties stipulate and agree that David Keledjian, Enoch J. Kim, Matthew Carraher, and David Arakelyan of D. LAW, INC., and Nicole E. Hajjar and Rachel J. Vinson of WILSHIRE LAW FIRM, and any other attorney(s) associated with the law firm, shall be appointed as Class Counsel.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

4.13. **No Additional Contribution by Defendant**. Defendant's monetary obligation under this Settlement is limited to the Gross Settlement Amount and Employer Taxes. Defendant shall not be obligated to make any payments contemplated by this Settlement until the conditions set forth in this Settlement occur. Specifically, unless Defendant exercises the option set forth in the Escalator Clause in Paragraph 4.5, Defendant shall not be required to pay more than the GSA and Employer Taxes to obtain the relief provided under this Agreement or to fully and finally settle and resolve the Released Class Claims, Released PAGA Claims, and Plaintiffs' Released Claims. Notwithstanding the above, in the event that this Settlement is voided or nullified, in whole or in part, however that may occur, or the settlement of the Actions are barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant shall cease to have any obligation to pay any portion of the GSA to anyone under the terms of this Settlement.

4.14. **Non-Materiality of Attorneys' Fees, Costs and Service Award.** Any reduction in amount by the Court of the application for Attorneys' Fees and Costs, Service Award, and/or Settlement Administration Costs will in no way affect the validity of the remainder of this Agreement or give rise to a right to abrogate this Settlement.

5. **SETTLEMENT ADMINISTRATION, DUTIES AND OBLIGATIONS**

5.1. **Settlement Administrator's Duties**. The Settlement Administrator shall coordinate and undertake all duties related to the administration of the Settlement.

5.1.1 The duties of the Settlement Administrator shall include, but are not limited to: (i) compile and send the Class Notice to Class Members and PAGA Releasors via U.S. Mail; (ii) confirm the accuracy of the mailing addresses of Class Members and PAGA Releasors through the United States Post Office's National Change of Address database before mailing; (iii) perform one skip trace on any mailed Class Notice returned as undeliverable; (iv) re-mail Class Notice one time only by First Class Mail if the Class Notice was returned undeliverable and a new address is located or upon a Class Member's or PAGA Releasor's request; (v) send deficiency letters as needed; (vi) complete the allocation duties described below; (vii) process Workweek at Issue Disputes, Requests for Exclusion, and Objections; (viii) calculate and distribute all payments due under the Settlement; (ix) undertake tax reporting, withholding, remittances, and calculation of Employer Taxes; (x) create and operate a toll-free call center to handle inquiries from Class Members; (xi) if needed, handle the calculation of Workweeks at Issue based on time and

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

pay data provided by Defendant; and (xii) establish the QSF. The Settlement Administrator shall also provide a declaration under penalty of perjury ("Administrator's Declaration") which summarizes its findings and the results of the notice process, including and not limited to, stating: the number of individuals and Workweeks at Issue reflected in the data provided by Defendant; the number of mailings; the number of Workweeks Disputes, Objections, and Requests for Exclusion received; and other information as is required to obtain Final Approval of the Settlement.

5.1.2. Class Counsel and Defense Counsel may review and approve any documents contemplated by the Settlement Administrator before they are mailed or sent. The Settlement Administrator may mail no documents without first receiving written approval to do so from Class Counsel and Defense Counsel. The Settlement Administrator must have in place effective information and data security protocols and/or program capable of protecting the personal information of the Class Members and PAGA Releasors. In addition, the Settlement Administrator must maintain reasonable physical, administrative, and technical controls to protect such information. Class Counsel and Defense Counsel may object to the selection of a Settlement Administrator that cannot reasonably maintain the security of Class Members' and PAGA Releasors' contact information. All of the information produced to the Settlement Administrator will be subject to the Parties' Stipulated Protective Order.

5.1.3. Based on the information in the Class List, any pay and time data forwarded by Defendant (if needed), and the formula set forth in this Agreement, the Settlement Administrator shall promptly calculate the share of PAGA Payment to every PAGA Releasor and an estimated Individual Settlement Payment for every Class Member, to be included in the individualized Class Notice to be sent to that Class Member, and shall prepare and mail a spreadsheet setting forth those calculations to Defense Counsel no fewer than seven (7) calendar days before mailing of the Class Notice to the Class Members and PAGA Releasors. The Class Notice will inform each Class Member of his/her right to do nothing and receive an Individual Settlement Payment, dispute the number of Workweeks at Issue, submit a Request for Exclusion, or to object to Settlement as described herein.

5.1.4. Every seven (7) calendar days after mailing of the Class Notice, the Settlement Administrator shall provide regular, periodic updates to the Parties regarding the administration process. The report will list the number of Class Notices sent by U.S.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Mail in the initial mailing; the number of Class Notices sent by U.S. Mail that were returned as undeliverable with forwarding address; the number of Class Notices sent by U.S. Mail that were returned as undeliverable without forwarding address; the number of Class Notices sent by U.S. Mail for which an updated mailing address was located via skip tracing; the number of Class Notices sent by U.S. Mail that were remailed; upon request, a list by name of all Class Members who timely and validly opted out by submitting a Request for Exclusion; a list by name of all Settlement Class Members who timely objected by submitting an Objection; a list of all Settlement Class Members who timely submitted a dispute of Workweeks at Issue; the number of Requests for Exclusion, Objections, and disputes of Workweeks at Issue received in the past seven days, and in total; and other relevant information as may be necessary.

5.2. **Production of Class List to the Settlement Administrator:** Subject to a Stipulated Protective Order entered into between the Parties, within thirty (30) calendar days following the date on which the Court enters the Preliminary Approval Order or approves the Class Notice, Defendant shall provide the following information to the Settlement Administrator for all Class Members and PAGA Releasors: (a) full names, last known mailing addresses, and social security number; (b) the start date and end of employment date for each Class Member that worked as a non-exempt or hourly-paid employee for Defendant during the applicable Settlement Period; (c) the number of Workweeks at Issue in the Settlement Period; (d) the total number of PAGA Pay Periods worked by each PAGA Releasor; and (e) any additional agreed-upon information necessary to perform payout calculations or identify Class Members or PAGA Releasors as provided in this Agreement ("Class List"). If timing is an issue, Defendant reserves the right to provide the Settlement Administrator the pay and time data for each Class Member, or the start and end date for each Class Member and permit the Settlement Administrator to calculate the number of Workweeks at Issue for each Class Member or the total PAGA Pay Periods for each PAGA Releasor pursuant to the instructions provided above. The information provided to the Settlement Administrator shall be marked and considered "Confidential," shall not be disclosed to anyone other than Defense Counsel and the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, and return it to Defendant and/or destroy it upon completion of the settlement administration process. The Class List shall not be shared with Class Counsel or anyone other than the Defense Counsel.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

5.3. **Class Notice to Class Members and PAGA Releasors**. The Class Notice will be a pre-printed notice, in substantially the form attached hereto as **Exhibit A** or as otherwise approved by the Court. The Class Notice shall notify Class Members of their option to participate in the Settlement, dispute the Workweeks at Issue credited to them, submit a Request for Exclusion, or submit an Objection, and shall provide the deadline to exercise these options. The Class Notice shall also state the number of Workweeks at Issue credited to each Class Member as a Settlement Class Member; and his or her estimated gross Individual Settlement Payment based thereon. The Parties agree that for settlement purposes only because the Class Members are so numerous, it is impossible or impracticable to have each Class Member execute this Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the release of claims and any such notice shall have the same force and effect as if the Agreement were executed by each Class Member. The Parties intend that reasonable means be used to maximize the probability that all Class Members shall receive the Class Notice.

5.3.1. **Timing**. Within fourteen (14) calendar days after receiving the Class List, the Settlement Administrator shall disseminate the Class Notice to all the Class Members and PAGA Releasors by U.S. Mail at the addresses identified through the process described above. Prior to the mailing of the Class Notice, the Settlement Administrator shall access the National Change of Address ("NCOA") Database for more recent mailing addresses for each Class Member and update the addresses on file in the Class List accordingly. As to any Class Notices that are returned as undeliverable, or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered mail within five (5) business days of the date on which the Settlement Administrator is informed that a Class Notice is undeliverable, or an address is otherwise invalid. Other than the obligations set forth in this Settlement Agreement, the Parties will have no additional obligation to identify or locate any Class Member. The Parties will not be responsible for nor have any liability in connection with the provision of Class Member data to the Settlement Administrator, outside of the obligations set forth in the Settlement Agreement. The Settlement Administrator and all those working through, in concert with, or on behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the confidentiality of Class Member information and to carry out the other duties enumerated in the Settlement Agreement, including calculating each

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Class Member's potential share of the Settlement. The Settlement Administrator shall provide Defense Counsel and Class Counsel with weekly summary reports, as specified in Paragraph 5.1.4. The Settlement Administrator shall maintain records of its work, which will be available for inspection upon request by Defense Counsel.

5.4. **Resolution of Disputes.** In the event of a dispute regarding the validity of a Class Member, or their number of Workweeks at Issue, the Parties will meet and confer in an effort to reach a resolution. Absent evidence rebutting Defendant's records, Defendant's records and related decision will be presumed determinative. The Parties' decision will resolve the challenge and will constitute a final and binding determination without hearing or right of appeal. All disputes relating to the validity of a Class Member or their number of Workweeks at Issue as well as the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which shall have continued jurisdiction over the Settlement until all obligations contemplated have been fully carried out.

5.5. **Calculation of Employer Taxes.** Within seven (7) calendar days after the Effective Date, Settlement Administrator shall calculate all Employer Taxes and inform Defendant of the total amount that is due for Employer Taxes separate and apart from the Gross Settlement Amount. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Member and PAGA Releasor consistent with the foregoing breakdown.

5.6. **Calculation of Employee's Taxes and Required Withholdings:** The Settlement Administrator shall calculate, withhold from each Individual Settlement Payment and the Service Award, and remit to applicable governmental agencies sufficient amounts as may be owed by the Settlement Class Members and Plaintiffs for applicable employee taxes. The Settlement Administrator will issue appropriate tax forms to each Settlement Class Member, Plaintiffs, and PAGA Releasor consistent with the foregoing breakdown. All Individual Settlement Payments paid to Settlement Class Members and Plaintiffs shall be paid in a net amount after applicable state and federal withholdings, including payroll taxes, have been deducted.

6. CLASS MEMBERS' OPTIONS IN RESPONSE TO THE CLASS NOTICE

6.1. **Request Exclusion from the Class Settlement.** Any Class Member who wishes to be excluded from the Settlement may seek exclusion under this Paragraph. However, no PAGA Releasor can seek exclusion from the PAGA portion of the Settlement. In order to opt out and not participate in the Settlement, a Class Member must submit a written Request for Exclusion containing: (1) the Class Member's full name, mailing address, e-mail, last four digits of his or her

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Social Security number, and signature; (2) the case name and/or case number of the action (*i.e.*, *GABRIEL MORIN, et al. v. AMERICOLD LOGISTICS, LLC., et al., Case No. CV-25-006362*); and (3) an unambiguous statement indicating that the Class Member seeks to exclude himself or herself from the Settlement. The Settlement Administrator may request additional information to sufficiently identify the Class Member requesting exclusion and the case from which they are requesting to be excluded. The Class Member seeking exclusion from the Settlement must complete the Request for Exclusion. The Request for Exclusion must be submitted to the Settlement Administrator, by U.S. mail, postmarked on or before the Response Deadline. Upon receipt of any Request for Exclusion within the Notice Period, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Settlement. ***Upon request, the Settlement Administrator shall immediately send all Requests for Exclusion to Defense Counsel or Class Counsel.***

6.1.1. **Opting Out of the Class Settlement**. Any Class Member who properly submits a timely, complete and valid Request for Exclusion using this procedure specified above will not be entitled to an Individual Settlement Payment and will not be bound by the Settlement or have any right or standing to submit any Objection, appeal or comment on the Agreement or proposed settlement, except that a Class Member that is also a PAGA Releasor will be bound by the Released PAGA Claims set forth in this Agreement and will be issued the PAGA Releasor's share of the PAGA Payment, and therefore any right to receive or pursue penalties for the Released PAGA Claims pursuant to Labor Code §2699, *et seq.* whether on an individual or representative basis shall be extinguished upon Final Approval of this Settlement.

6.1.2. **Not Opting Out of the Class Settlement.** A Class Member who does not submit a timely and valid Request for Exclusion in the manner and by the deadline specified above shall be deemed to have waived his or her right to be excluded from the Settlement, and shall be bound by all the terms and conditions of this Settlement, including all orders issued pursuant thereto, and shall also be bound by the Court's Order enjoining all Settlement Class Members from pursuing, or seeking to reopen, any of the released claims against the Released Parties.

6.1.3. **Until Submission of Request for Exclusion.** Any Class Member who fails to submit a timely, complete and valid Request for Exclusion shall be barred from opting out of the proposed settlement or Settlement Agreement. The Settlement Administrator

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

shall not review nor consider any Request for Exclusion postmarked after the end of the Notice Period. It shall be conclusively presumed that, if any Request for Exclusion is not postmarked on or before the end of the Notice Period, or is not received by the Settlement Administrator, the Class Member did not make the request in a timely or valid manner. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a Request for Exclusion.

6.1.4. **Weekly Updates**. The Settlement Administrator's weekly update shall provide the number of Requests for Exclusion it receives that week as well as the total number of Requests for Exclusion received to date.

6.2. **Objection to the Class Settlement**. A Class Member who does not submit a timely and valid Request for Exclusion (i.e., Settlement Class Member(s)) will have the right to submit a written Objection during the Notice Period. The written Objection must contain: (1) the objector's full name, mailing address, e-mail, last four digits of his or her Social Security number, and signature; (2) the case name and/or case number of the action (*i.e.*, *GABRIEL MORIN, et al. v. AMERICOLD LOGISTICS, LLC., et al., Case No. CV-25-006362*); (3) a statement indicating that the Settlement Class Member objects to the Settlement; (4) the specific ground(s) for the objection(s), along with any legal authority the objecting Settlement Class Member intends to rely on in support of their objection; (5) a statement indicating whether or not they are represented by counsel (if so, the statement shall state the name and contact information of said counsel); and (6) a statement indicating whether or not the Objecting Settlement Class Member will appear at the Final Approval Hearing. The Settlement Administrator shall immediately send all objections to Defense Counsel and Class Counsel.

6.2.1. The written Objection must be submitted to the Settlement Administrator, by U.S. Mail, postmarked on or before the Response Deadline. The Settlement Administrator shall then promptly forward any Objections that it receives to Class Counsel and Defense Counsel. A Settlement Class Member may still appear and object to the Settlement at the Final Approval Hearing even if he or she does not submit a written objection. A Settlement Class Member who does not object to the Settlement by either tendering an objection at the Final Approval Hearing or submitting a written Objection in the manner and by the deadline specified above shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement, whether by appeal or otherwise. Settlement Class Members who fail to timely submit an Objection

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

in this manner shall be foreclosed from making any objection to this Settlement Agreement *after* the Notice Period. If the Court permits, a Settlement Class Member may appear at the Final Approval Hearing and orally present their Objection. Only Settlement Class Members may object to the Settlement. PAGA Releasors will not have the opportunity to opt out or object to the PAGA Payment and/or release of the Released PAGA Claims although the PAGA Payment will be subject to Court approval.

6.2.2. Counsel for the Parties shall file any responses to any Objections at the time the Motion for Final Approval is filed. Settlement Class Members may, prior to the Final Approval Hearing, withdraw their Objections in a writing to the Settlement Administrator, which may then be filed with the Court.

6.2.3. All Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to submit an Objection, nor encourage any Settlement Class Member to appeal from the final judgment.

6.2.4. A Class Member may not submit both an Objection and a Request for Exclusion. If a Class Member submits both an Objection and a Request for Exclusion, the Request for Exclusion will control, and the Objection will be deemed to have no force or effect.

6.3. **Workweek Disputes**. A Settlement Class Member must submit a written dispute to the Settlement Administrator in order to dispute the number of Workweeks at Issue credited to him or her ("Workweek Dispute") which must: (1) contain the Settlement Class Member's full name, mailing address, e-mail, last four digits of his or her Social Security number, and signature; (2) contain the case name and case number of the action (*i.e.*, *GABRIEL MORIN, et al. v. AMERICOLD LOGISTICS, LLC., et al., Case No. CV-25-006362*); (3) contain an unambiguous statement indicating that the Settlement Class Member disputes the Workweeks at Issue credited to him or her and indicating what number of Workweeks he or she contends is correct or incorrect; and (4) attach documentation and information supporting his or her contention about the correct number of Workweeks that should be credited to him or her. Absent evidence rebutting Defendant's records, Defendant's records and decision based on same will be presumed determinative.

6.3.1. If a Settlement Class Member timely disputes the number of Workweeks at Issue listed on his or her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine the records and either verify the calculation or provide a

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

corrected calculation. If the Settlement Administrator is not able to resolve, they will refer the Dispute to Defendant. Disputes must be in a writing that is submitted to the Settlement Administrator, postmarked on or before the Response Deadline. The Weeks at Issue dispute must be submitted to the Settlement Administrator, by U.S. Mail, postmarked on or before the final date of the Notice Period.

6.3.2. All disputes relating to the Parties' or Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which shall have continuing jurisdiction over the Settlement Agreement until all obligations contemplated have been fully carried out.

6.4. **No Retaliation.** Defendant shall not retaliate against any Class Member for participating in or opting out of the Settlement. All Parties and their counsel will not seek to solicit or otherwise encourage any Class Member to submit a Request for Exclusion.

6.5. **Disputed Class Status**. In the event that any person self-identifies as a Class Member that was not included on the Class List, he or she must submit evidence supporting this contention to the Settlement Administrator or Class Counsel. The Parties shall resolve the claim pursuant to the procedures and standards set forth in Paragraphs 5.4 and 6.3, as applicable.

7. **FUNDING AND DISTRIBUTION OF THE SETTLEMENT**

7.1. **Funding of Settlement**. Within **thirty (30) calendar days** after the Effective Date, Defendant shall pay the settlement sum of $850,000.00 and the amount that the Settlement Administrator advises is due for Employer Taxes, by transferring these amounts to the QSF account established by the Settlement Administrator for administration of the Settlement. The successful delivery of the Gross Settlement Amount to the Settlement Administrator plus its share of Employer's Taxes shall be deemed to have satisfied all the terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant, shall constitute full and complete discharge of the entire obligation of Defendant, and will trigger the release of the Released Class Claims, Released PAGA Claims, and Plaintiffs' Released Claims under this Agreement. Additionally, no Released Parties shall have any further obligation or liability to the PAGA Releasors or Settlement Class Members under this Agreement.

7.2. **Distribution of the Settlement Funds**. The Settlement Administrator shall distribute the Individual Settlement Payments and PAGA Payments to Settlement Class Members and PAGA Releasors, the Service Award to Plaintiffs, Settlement Administration Costs to the

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Settlement Administrator, and Attorneys' Fees and Costs to Class Counsel, within **fourteen (14) calendar days** of receipt of settlement funds from Defendant.

7.3. **No Claims Resulting from Payments.** No person shall have any claim of any kind whatsoever against the Plaintiffs, Defendant, Released Parties, the Settlement Administrator, Defense Counsel, and/or Class Counsel, or any other agent designated by the Plaintiffs or Defendant based upon distribution of the Individual Settlement Payments and the PAGA Payments (including, without limitation, the Attorneys' Fees and Costs, Service Award, etc.) made substantially in accordance with this Settlement or further orders of the Court. The Settlement Administrator shall be deemed to have timely distributed all such payments to the Settlement Class Members if it places in the mail Individual Settlement Payments for all Settlement Class Members and the PAGA Payments to the PAGA Releasors and the State of California LWDA by the applicable deadlines set forth in this Settlement or by the deadlines set by the Court. Similarly, neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

7.4. **PAGA Check.** Payment to the PAGA Releasors of their portion of the PAGA Payment shall be paid to each of them by way of a check ("PAGA Check"), which may be combined with the Class Settlement payment. The PAGA Check represents the portion of the civil penalties awarded directly under PAGA and may be included in conjunction with the Class Settlement payment, or separately. The Settlement Administrator will assess how best to distribute the PAGA Check.

7.5. **Class Settlement Payment**. Any Class Member will become a Settlement Class Member and receive an Individual Settlement Payment unless he or she opts out of the Settlement by timely submitting a valid Request for Exclusion pursuant to the terms of this Agreement.

7.6 **Language on Settlement Check.** Pursuant to *Amaro v. Anaheim Arena Mgmt., LLC,* 69 Cal. App. 5th 521, 528 (2021), the Parties agree that an opt-in process is not needed for Settlement Class Members to release their FLSA claims. As the Court held in *Amaro,* "The FLSA's written consent requirement does not apply to a release in a class settlement of state wage and hour claims." In the event the Court Orders otherwise, the Parties agree that each Individual Settlement Payment check shall contain language in substantially the following form: "I understand that by cashing, depositing, or otherwise negotiating this check I will be deemed to have opted into *GABRIEL MORIN, et al. v. AMERICOLD LOGISTICS, LLC., et al., Case No. CV-25-006362*, for

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

purposes of the federal Fair Labor Standards Act (FLSA) release to the extent required to do so under applicable law for purposes of the court-approved settlement therein." The Parties agree that the FLSA release contemplated herein is not a material condition of Settlement pursuant to Paragraph 12.2 of this Agreement.

7.7. **No Credit Toward Benefit Plans**. Except as otherwise required by applicable plan documents, the Individual Settlement Payments, Service Award, and PAGA Payment made to Plaintiffs, Settlement Class Members and PAGA Releasors under this Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Member may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation benefit plans, sick leave plans, PTO plans, pension plans, unemployment compensation, any perceived plans related to the Employee Retirement Income Security Act ("ERISA"), and/or any other benefit plan. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which Settlement Class Members may be entitled under any benefit plans.

8. **RELEASED CLAIMS**

8.1. Upon Defendant's deposit of the GSA and Employer Taxes with the Settlement Administrator, Plaintiffs and all other Settlement Class Members, on behalf of themselves, as well as on behalf of all of their agents, heirs, beneficiaries, devisees, legatees, grantees, transferees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns, fully and forever release, acquit, and discharge the Released Parties from all Released Class Claims.

8.2. **Release of Settlement Class Members' Claims**. After Defendant funds the GSA and Employer Taxes, each Settlement Class Member will be deemed to have released, waived, and discharged the Released Parties from his or her Released Class Claims as defined in the Settlement. Each Settlement Class Member further covenants and agrees that, since each Settlement Class Member is settling disputed claims, a Settlement Class Member will not accept, recover, or receive any overtime compensation, back pay, liquidated damages, restitution, losses, fines, liens, exemplary damages, punitive damages, penalties, interest, attorneys' fees and costs, expenses, debts, interest, injunctive relief, declaratory relief, other damages, or any other form of relief based on any Released Class Claims settled in the Actions, or in connection with any other individual, class, collective, representative, administrative, or arbitral proceeding pursued by any individual, class, or federal, state or local governmental agency against the Released Parties for Released Class

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Claims during the Settlement Period. Settlement Class Members further acknowledge and agree that they are barred from pursuing any Released Class Claims settled as part of this Settlement and will not file, cause to be filed, or affirmatively join or opt in, as a collective member, beneficiary or other participant in any action that pursues any claim released under the Released Class Claims and will not seek to obtain recovery from the Released Class Claims. If involuntarily joined in any Actions against Released Parties regarding claims released under the Released Class Claims, Settlement Class Members agree to waive their rights to any recovery that may result from such action or proceedings, and not to pursue claims on their own behalf. Notwithstanding the foregoing, nothing in this Agreement releases any claims that may not be released as a matter of law.

8.2.1. **Settlement Class Release:** Each Settlement Class Member who has been issued a settlement check for their Individual Settlement Payment knowingly, voluntarily, and fully releases the Released Parties (as defined in this Settlement) from all Released Class Claims. Settlement Class members are bound by the Settlement regardless of whether they cash their Individual Settlement Payment.

8.2.2. **Complete Release**: The Released Class Claims are meant to be as complete and broad as legally permissible.

8.3. **Plaintiffs' General Release**: For the purpose of implementing a full and complete release and discharge, the Plaintiffs expressly acknowledge that the release given in this Agreement is intended as a general release of all claims and causes of action asserted in the Operative Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. Plaintiffs' general release also includes, but is not limited to, all claims that they did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of the Actions and that arose up to the date of their execution of this Agreement. Plaintiffs expressly acknowledge that the consideration given under this Settlement is also for the release of those claims and contemplates the extinguishment of any such claims against the Released Parties. Plaintiffs shall knowingly, voluntarily, and completely release the Released Parties as defined in this Settlement from/for all the Plaintiffs' Released Claims. Other than the Operative Complaint, and the LWDA Letters, and with the exception of Plaintiff Coloma, Plaintiffs represent that they have no other action, administrative complaint, or charge against the Released Parties in any local, state, or federal court or

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

administrative agency. Plaintiffs further acknowledge that all claims raised in the Operative Complaint and the LWDA Letters shall be fully and finally extinguished by virtue of this Settlement and the Court's Final Approval Order. Plaintiffs further represent that they will not bring any action in the future in which they seek to recover any damages from Defendant or the Released Parties relating to or arising from Plaintiffs' employment with Americold prior to their execution of this Agreement, other than an action to enforce their rights under this Settlement. Plaintiffs are bound by the Settlement regardless of whether they cash their settlement check. Plaintiffs shall release all of their individual claims, including their individual PAGA claims, *with prejudice*. This release does not pertain to Plaintiff Coloma, who will only provide a general release for all claims except for wrongful termination claims and those under the California Fair Employment and Housing Act.

8.3.1. **1542 Waiver and Additional Release**. In addition to the above, and with the exception of Plaintiff Coloma, as of the date Defendant funds the GSA and Employer Taxes, Plaintiffs hereby waive and release any and all provisions, rights, or benefits conferred by section 1542 of the California Civil Code, or by any other similar, comparable or equivalent laws of any other state, territory, or province of the United States or other jurisdiction, or principle of common law, that are similar, comparable or equivalent to §1542 of the California Civil Code to the fullest extent that they may lawfully waive such rights or benefits with respect to Plaintiffs' Released Claims. Section 1542 of the California Civil Code provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiffs expressly acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver was separately bargained for and is a material element of the Settlement and that they have been advised by their attorney(s) of the contents and effect of Section 1542. Plaintiffs may hereafter discover facts other than or different from those

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

which they know to be true with respect to the Plaintiffs' Released Claims, but Plaintiffs hereby expressly fully, finally, and forever settle and release any known or unknown, suspected, or unsuspected, contingent, or non-contingent claim that would otherwise fall within the definition of Plaintiffs' Released Claims, without regard to subsequent discovery or existence of such different or additional facts. The above-defined scope of released claims by Plaintiffs is meant to be as broad as possible as permitted by law. In consideration for the release described herein and service to the Class, and subject to approval by the Court, the Plaintiffs will receive additional monetary compensation by way of the Service Award as more fully detailed in this Agreement.

8.4. **Release of PAGA Claims**. Upon the date Defendant funds the GSA and Employer Taxes, the LWDA and the State of California, by and through Plaintiffs as an agent and proxy of the LWDA, and on behalf of the PAGA Releasors, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from the Released PAGA Claims. The PAGA Releasors will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Releasors are bound by the release of the PAGA Claims regardless of whether they cash their PAGA Payment Check. PAGA Releasors shall release all Released PAGA Claims that accrued during the PAGA Period as to the Released Parties, as set forth herein.

8.4.1. **Complete Release**: Upon Defendant's deposit of the Gross Settlement Amount and Employer Taxes with the Settlement Administrator, Plaintiffs, the State of California and all other PAGA Releasors, on behalf of themselves, as well as on behalf of all of their agents, heirs, beneficiaries, devisees, legatees, grantees, transferees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns, also fully and forever release, acquit, and discharge the Released Parties from all Released PAGA Claims. The Released PAGA Claims is meant to be as complete and broad as legally permissible.

8.5. **No Additional Attorneys' Fees or Costs.** The Parties agree to bear its/their own attorneys' fees and costs related to the Actions except as specifically provided in this Settlement Agreement. The Court-approved Attorneys' Fees and Costs Award shall constitute full satisfaction of any claim for attorneys' fees, litigation expenses, or costs incurred in connection with the Action, the PAGA Claims, and the settlement thereof.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

8.6. **Labor Code Sections That Do Not Apply to Releases.** The Parties agree that this is a settlement of disputed claims not involving undisputed wages and that Labor Code Section 206.5 is therefore inapplicable. The Parties further agree that California Labor Code sections 206.5 and 2804 do not invalidate any provision of this Agreement, because among other things, Plaintiffs' Released Claims, Released Class Claims, and Released PAGA Claims are disputed and contested, and the Settlement was bargained for at arm's length and approved by the Court.

8.7. **Binding Effect of Agreement on Settlement Class Members.** Upon the date Defendant funds the GSA and Employer Taxes, all Settlement Class Members (i.e., all Class Members who do not submit a valid Request for Exclusion) shall be bound by this Agreement, whether they cash their settlement check or not, and the Released Class Claims shall be released as against the Released Parties to the greatest extent permitted by law. In addition, unless a Class Member effectively submits a Request for Exclusion to opt out of the Settlement, he or she shall be bound by the Court's Order barring all Settlement Class Members from pursuing or seeking to reopen Released Class Claims against the Released Parties to the greatest extent permitted by law. Upon the date Defendant funds the GSA and Employer Taxes, all PAGA Releasors shall be bound by the Released PAGA Claims, and the PAGA Claims shall be released as against all the Released Parties to the greatest extent permitted by law.

9. **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

9.1. **Cooperation Clause**. The Parties agree to cooperate fully, completely, and promptly with each other to accomplish the terms of the Agreement, including, but not limited to, execution of documents and taking such actions as may be reasonably necessary to implement the terms of the Agreement. The Parties agree to engage in good faith and reasonable efforts, including all efforts contemplated by this Agreement and any other reasonable efforts that may become necessary by order of the Court, or otherwise, to acquire a Final Approval Order and to enforce this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel and Plaintiffs will, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's Final Approval of the Settlement, which may include promptly filing stipulations, declarations, or requests that the Court deems necessary, and making such appearances as the Court may deem necessary to secure the total and complete approval of this Settlement and the terms set forth herein.

9.2. **Confidentiality.** Except as requested by the Court, the Parties and attorneys will keep the Settlement confidential through the filing of Plaintiffs' Motion for Preliminary Approval.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Thereafter, the Parties will agree to make no comments to the media or any other civil, criminal, and/or administrative action or licensing proceeding, or otherwise publicize the terms of the Settlement, including no reference to the case, the Defendant, or any description regarding the Defendant's business, except Class Counsel may reference publicly available information about the case in their declarations describing their qualifications as counsel filed in other cases. This provision shall not restrict Class Counsel from responding to inquiries posed by Class Members. To that end, prior to filing the Motion for Preliminary Approval, Class Counsel shall not discuss the terms of the Agreement or the negotiations leading to Settlement with any person other than the Plaintiffs, except that Class Counsel may discuss the general terms of the Settlement with the Class Members. Additionally, the Parties agree that prior to the filing of a Motion for Preliminary Approval of this Settlement, the only permitted disclosures of this Agreement are those mutually agreed to by the Parties and as requested by the Court. This provision shall not preclude Defendant from making any necessary corporate disclosures.

9.2.1. Plaintiffs agree that they shall not promote or publicize the filing of the Actions, the Parties' Settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone other than the Court. Notwithstanding the foregoing, Plaintiffs may disclose the terms of this Agreement to their spouse (if any), and to those persons to whom disclosure is necessary for the preparation of tax returns and other financial reports. Plaintiffs agree that they may disclose the terms of the Settlement to their spouse, but only so long as they first obtain their spouse's express agreement to maintain that information in confidence without specific reference to Defendant by name or any other descriptive information that could lead to the identification of Defendant. This Paragraph shall not limit Plaintiffs' ability to disclose the Actions, this Settlement Agreement, and its terms, to the extent ordered by a court of competent jurisdiction or otherwise required by law.

9.2.2. The Parties and their counsel agree that they will not issue any press releases, engage in any communications, or take any other action that would directly or indirectly provide the press or media or any litigation reporting service with information about the Actions, this Agreement, or the Parties' Settlement or would otherwise enable or allow the press or other media or any litigation reporting service to learn or obtain such information. Plaintiffs and Class Counsel also agree not to post any information concerning this Settlement on the internet or social media, including Facebook, Linked-In, Twitter/X,

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Instagram and Snapchat. The Parties and their counsel further agree that they will not post any information regarding this Agreement or the Settlement on their internet websites or take any such action that would cause or allow such information to be posted on any other internet website or on the web, except Class Counsel may reference publicly-available information about the case in their declarations describing their qualifications as counsel filed in other cases, even if such references result in a third party website permitting access to such declarations.

9.2.3. Notwithstanding the foregoing, Defendant and its counsel shall not be precluded from making any disclosures required by law or in connection with an SEC filing, under generally accepted accounting principles, or in Defendant's judgment are required under the ordinary course of business, and Defendant shall also have the right to respond in reasonably general terms to inquiries from the media and investment-related entities.

9.3. **Communication by Counsel.** The Parties and their counsel agree that they shall not seek to solicit or otherwise encourage Class Members to submit a Request for Exclusion or an objection to the Settlement or to appeal from the Preliminary Approval Order and Order Approving PAGA Settlement, Final Approval Order, or Final Judgment. Other than any exceptions referenced herein, Class Counsel agrees that they shall not initiate or contact or have any communications with the Class Members during the settlement approval process. Nothing shall prevent Class Counsel from responding to inquiries from Class Members and PAGA Releasors. For its part, Defendant agrees that it shall not discourage Class Members from participating in the Settlement and shall refer any questions to the Settlement Administrator.

9.4. **Preparation of Approval Documents.** Class Counsel shall draft and file a motion seeking preliminary approval of the Settlement ("Motion for Preliminary Approval"), and if the Settlement is granted preliminary approval, a motion seeking final approval of the Settlement ("Motion for Final Approval"). Class Counsel may bring a separate motion for approval of Class Counsel's Attorneys' Fees and Costs and for approval of the Service Award, or they may request such approval as part of the Motion for Final Approval, at Class Counsel's option. Prior to filing the Motion for Preliminary Approval and Motion for Final Approval, respectively, Class Counsel will provide Defense Counsel with drafts for review and approval. Parties agree to meet and confer if additional time is needed to complete drafting of approval documents and will provide each other a reasonable amount of time to complete the drafting of said documents. Class Counsel need

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

not provide Defense Counsel with drafts of the separate motion for approval of Class Counsel's Attorneys' Fees and Costs and for approval of the Service Award. The Parties will make good faith efforts to jointly agree on the contents and form of the contemplated proposed orders, which will be submitted to the Court in conjunction with the aforementioned motions. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Settlement.

9.4.1. **Declaration from Settlement Administrator**: If required by the Court, Class Counsel shall provide to the Court, at or before the Final Approval Hearing, the Administrator's Declaration.

9.5. **Resolution of Disputes Related to Drafting**: In the event of a dispute between Class Counsel and Defense Counsel regarding the content or form of the above-mentioned motions, the contemplated proposed orders, and/or any drafting issues related to this Settlement, the Parties will meet and confer in good faith to resolve the issue. In the event the issue cannot be resolved through good faith meet and confer efforts, they will submit the dispute to Mediator Lonnie Giamela, who will assist the Parties to resolve the dispute.

10. **MOTION FOR PRELIMINARY APPROVAL**

10.1. As soon as reasonably possible after the execution of this Agreement, Class Counsel shall submit this fully executed Settlement to the Court and shall file a Motion for Preliminary Approval, requesting a Preliminary Approval Order that contains the following provisions:

10.1.1 Preliminarily approving the Settlement in its entirety, including the PAGA Payment and the release of the PAGA Claims set forth in this Agreement, and finding its terms as fair, reasonable, and adequate to the members of the Class and the PAGA Releasors;

10.1.2. Preliminarily approving and certifying the Class for settlement purposes only;

10.1.3. Permanently barring all Class Members from pursuing or seeking to reopen the Released Class Claims against Defendant and the Released Parties, and barring all PAGA Releasors from pursuing or seeking to reopen the Released PAGA Claims against

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Defendant and the Released Parties (however, any injunctive relief is not a material condition of Settlement pursuant to Paragraph 12.2);

10.1.4. Scheduling a Final Approval Hearing for consideration of final approval of this Settlement Agreement;

10.1.5. Preliminarily approving Plaintiffs and Class Counsel to represent the Settlement Class for settlement purpose only;

10.1.6. Preliminarily approving the allocation and distribution plan of the GSA as stated in this Settlement Agreement;

10.1.7. Approving the form of the proposed Class Notice, and finding that the proposed method of disseminating the Class Notice meets the requirements of due process and is the best notice practicable under the circumstances;

10.1.8. Directing the delivery of the Class Notice to Class Members;

10.1.9. Establishing the procedures and the deadline by which Settlement Class Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Workweeks at Issue; and

10.1.10 Appointing and approving the Settlement Administrator as chosen by the Parties and approved by the Court, to administer the claims and settlement payment procedures required by this Settlement Agreement.

10.2. Defense Counsel will be given an opportunity to review and comment on the Motion for Preliminary Approval of the Settlement and all supporting papers prior to being filed with the Court, and such comments will be implemented to a reasonable extent. Plaintiffs will provide a draft copy to Defendant for review no later than ten (10) calendar days before the filing date.

11. **MOTION FOR FINAL APPROVAL ORDER AND FINAL JUDGMENT**

11.1. **Motion for Final Approval**: If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request that the Court enter a Final Approval Order, which grants final approval of the Settlement and enters judgment thereon, and includes the following provisions:

11.1.1. Finally approving the Settlement and determining the terms thereof to be fair, reasonable, just, adequate, and in the best interests of the Settlement Class Members;

11.1.2. Confirming certification of the Class for settlement purposes only;

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

11.1.3. Directing the Parties to implement and carry out the terms and provisions of the Settlement;

11.1.4. Finding that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed, and met the requirements of due process;

11.1.5. Finally approving Class Counsel's application for an award of Attorneys' Fees and Costs;

11.1.6. Awarding Settlement Administration Costs to the Settlement Administrator;

11.1.7. Awarding the Service Award to the Class Representatives;

11.1.8. Resolving and settling all the Released Class Claims by the Class Representatives and all Settlement Class Members, as herein above provided, with the release precluding them from instituting, commencing, or continuing to pursue, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state court, or any arbitration or mediation proceeding or any other similar proceeding, against any of the Released Parties, that asserts any Released Class Claims;

11.1.9. Releasing, discharging, and fully extinguishing the Released Parties from any and all liability with respect to the Released Class Claims and Released PAGA Claims as hereinabove provided;

11.1.10. Entering a final judgment that permanently bars and enjoins all Settlement Class Members from reopening or prosecuting any and all of the Released Class Claims and Released PAGA Claims and the Plaintiffs' Released Claims against any of the Released Parties, on satisfaction of all payments and obligations hereunder (however, any injunctive relief is not a material condition of Settlement pursuant to Paragraph 12.2); and

11.1.11. Preserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Final Approval Order.

11.2. Defense Counsel will be given an opportunity to comment on the Motion for Final Approval of the Settlement and supporting papers prior to being filed with the Court, and such comments will be implemented to the extent reasonable. Class Counsel will provide a draft copy to Defendant for review no later than ten (10) calendar days before the filing date.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

11.3. **Entry of Final Judgment**: In connection with the Motion for Final Approval, Plaintiffs, either individually or jointly with Defendant, will request that the Court enter the Final Approval Order (which includes a final judgment) as agreed upon by the Parties. Plaintiffs will also file a Notice of Entry of Order and Judgment.

12. VOIDING THE SETTLEMENT AGREEMENT

12.1. **Right of Revocation.** Defendant shall retain and have the right, in the exercise of its sole discretion, to nullify the Settlement if Class Members representing more than an aggregate total of 10% of the Class Members opt out of the Settlement. Defendant must provide written notice to Class Counsel of its withdrawal within ten (10) business days after the later of the Notice Period and the Settlement Administrator's providing Defendant with sufficient information to determine that 10% or more of the Class Members have excluded themselves or otherwise opted out of the Settlement. Such rescission shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect, and the Class certified pursuant to this Agreement will be decertified for all purposes. The Settlement Administrator shall report to the Parties' respective counsel after the mailing of the Class Notice regarding the percentage of Class Members who have opted out, as set forth above. All signatories and their counsel agree not to encourage opt-outs or Requests for Exclusion. Class Counsel and Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any means. If Defendant exercises its right to terminate, the Settlement will be void *ab initio* and of no force or effect, and will not be admissible in any civil, criminal, judicial, administrative, arbitral, and/or any other licensing proceeding, for any purpose or with respect to any issue, substantive or procedural. In addition, none of the Parties to this Settlement will be deemed to have waived or assigned any claims, objections, defenses, or arguments in this action, including with respect to the issue of class certification. If Defendant chooses to terminate the Agreement under this provision, the Parties may re-negotiate settlement terms. If Defendant exercises their rights under this provision and elects to terminate the Agreement, Defendant shall be responsible for payment of costs owed to the Settlement Administrator incurred up until the date Defendant provides notice to the Parties of its election under this provision.

12.2. **Material Conditions.** A failure of the Court to approve any material condition of this Agreement that affects a fundamental change to the Settlement, excluding the proposed

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Attorneys' Fees and Costs, the Service Award, and/or Settlement Administration Costs, shall render the entire Settlement void and unenforceable as to all Parties. Any of the Parties may declare the Settlement void and unenforceable, on the basis of a failure of the Court to approve any material condition, by giving written notice to all Parties within fourteen (14) calendar days of learning of that failure. If any of the Parties exercise their option to terminate the Agreement under this Paragraph, the certification of the class provided for herein shall be vacated and the litigation shall proceed without prejudice to any Party's position on the issue of class certification, adequacy of representation, standing, or any other issue. Prior to enforcing this Paragraph, the Parties shall meet in good faith to resolve issues pursuant to the Cooperation Clause. Specifically, the Parties must meet and confer in good faith to ensure that the Parties are able to completely satisfy all the material terms and conditions as required by the Agreement, as modified by the Court's failure to approve the material condition(s). In the event the Parties are unable to resolve/remedy their issues through good faith meet and confer efforts, they will seek assistance from Lonnie Giamela to resolve said issues before voiding or nullifying the Settlement.

13. **MISCELLANEOUS PROVISIONS**

13.1. **Voluntariness.** This Settlement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

13.2. **No Prior Assignment.** None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Plaintiffs, the State of California, Class Counsel, or Defense Counsel without the express written consent of each Party. Plaintiffs expressly warrants that they have not transferred to any person or entity any right or cause of action, or claim released by this Settlement.

13.3. **Additional Representation and Warranties.** Class Counsel and Plaintiffs jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Actions or the Settlement contemplated hereby, aside from Class Counsel's obligations, if any, to pay referral fees or other fee splitting arrangements. With respect to themselves, each of the Parties to this Settlement and/or their agent or counsel represents, covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement and have duly authorized the execution, delivery and performance of this Settlement; and (b) the persons executing this Settlement have the full right, power and authority to enter into this Settlement on

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

behalf of the party for whom he/she has executed this Settlement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such Party to the terms and obligations of this Settlement.

13.4. **Service or Written Notice**. Whenever, under this Settlement, a person must provide service or written notice to Defendant, Defense Counsel, Plaintiffs, or Class Counsel, such service or notice shall be directed to the individuals and addresses specified below, unless those individuals or their successors give notice to the other Parties in writing. As to Plaintiffs or Class Counsel: David Keledjian, Enoch J. Kim, Matthew Carraher, and David Arakelyan of **D. LAW, INC.**, and any other attorney(s) associated with the law firm, at 250 N Madison Ave, Pasadena, CA 91101 (e-mails: d.arakelyan@d.law, e.kim@d.law, m.carraher@d.law, d.keledjian@d.law); and Nicole E. Hajjar and Rachel J. Vinson of **WILSHIRE LAW FIRM**, and any other attorney(s) associated with the law firm at 660 S. Figueroa Street, Sky Lobby, Los Angeles, CA 90017 (e-mails: Nicol@wilshirelawfirm.com, rachel.vinson@wilshirelawfirm.com). As to Defendant or Defense Counsel: Barbara Blackburn, or Hovannes Nalbandyan, **Littler Mendelson, P.C**., 633 W. Fifth Street, 63rd Floor, Los Angeles, CA 90071 (e-mails: bblackburn@littler.com, hnalbandyan@littler.com).

13.5. **Severability**. If any portion of this Settlement is held legally invalid or unenforceable, such event will not render invalid or unenforceable any other portion of this Settlement, and the remainder of this Settlement will be read as though the invalid or unenforceable portion were omitted; provided, however, that such reading will not materially frustrate the intent of the Parties as evidenced in this Settlement. The Parties to this Settlement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement shall be considered severable, except any of the "Plaintiffs' Released Claims," "Released Class Claims," or "Released PAGA Claims," definitions and/or the release provisions of Paragraphs 2.33, 2.36, 2.37, and 8 of this Settlement, as well as the Gross Settlement Amount and Employer Taxes. If a court of competent jurisdiction finds any provision, other than the "Plaintiff's Released Claims," "Released Class Claims," or "Released PAGA Claims," definitions and/or the release provisions of Paragraphs 2.33, 2.36, 2.37, and 8 of this Settlement, as well as the Gross Settlement Amount and Employer Taxes ,or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement, and all of the remaining provisions of this

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Settlement shall remain in full force and effect. If a court of competent jurisdiction finds the release definitions and provisions of this Settlement to be unenforceable or invalid as against a specific Settlement Class Member, then this Settlement shall become voidable as to that specific Settlement Class Member and the payments to be made pursuant to this Settlement to that Settlement Class Member shall be added back to the Net Settlement Amount to be distributed *pro rata* to the remaining Settlement Class Members. If a court of competent jurisdiction, ruling on a motion for Preliminary Approval or motion for Final Approval, finds that the language in "Plaintiff's Released Claims," "Released Class Claims," or "Released PAGA Claims" is overbroad or otherwise legally objectionable, the Parties shall work together in good faith to resolve the identified issue and obtain the required Preliminary or Final Approval of the Agreement.

13.6. **Continuing Jurisdiction**. The Court that approves the Agreement shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, and all Settlement Class Members, for the administration and enforcement of this Agreement.

13.7. **Governing Law**. The enforcement of this Agreement shall be governed and interpreted by and under the laws of California, without regard to otherwise applicable principles of conflicts of laws, whether or not any Party is or may hereafter be a citizen or resident of, or may have been employed by Defendant in, another state.

13.8. **Entire Agreement.** This Agreement (including Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter covered herein, and supersedes any and all other prior agreements, understandings, and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, including the MOU that was fully executed by the Parties on March 6, 2026. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration that substantially changes or increases the cost of compliance with this Agreement in order for this Settlement to become effective.

13.9. **Amendments/Modifications/Extensions of Time**. This Agreement (including Exhibits hereto) constitutes the entire agreement of the Parties concerning the subjects contained

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

herein. This Agreement may not be changed or altered except in writing signed by or on behalf of all Parties and upon approval by the Court, except that the Parties, acting through counsel, may agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement. No waiver, modification or amendment of this Agreement shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent in such written waiver, modification, or amendment, subject to any required Court approval. To the extent any non-substantive amendments or modifications are needed to enforce the Agreement, and the Parties' counsel agree that the amendments are non-substantive, this Agreement may be amended or modified only by a written instrument signed by both Defense Counsel and Class Counsel or their successors-in-interest.

13.10. **Waiver of Compliance.** Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed or operate as a waiver of, or estoppel with respect to, any subsequent or other failure of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any of the provisions of this Agreement.

13.11. **Binding Agreement / Successors**. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors, predecessors, and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

13.12. **Construction.** The Parties have had a full opportunity to negotiate the terms and condition of this Agreement, have both contributed to the preparation of this Agreement, and have engaged in arm's length negotiations with each other. Accordingly, this Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties. The Parties explicitly recognize and adopt California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), and/or applicable federal law counterpart, which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

13.13. **Fair Settlement.** Plaintiffs, Defendant, Class Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

have arrived at this Agreement through arm's length negotiation, considering all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

13.14. **Captions, Headings, and Exhibits**. The captions and section numbers in this Agreement are inserted for the reader's convenience or reference, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement. The captions or headings shall not affect the construction or interpretation of any part of this Agreement. The terms of this Agreement include the terms set forth in the **Exhibit A** attached, which are incorporated by this reference as though fully set forth herein. The Class Notice to this Agreement is an integral part of the Settlement.

13.15. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, or other third parties with regard to the subject matter or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement, or any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. Other than the contents of this Agreement, no representations, warranties, or inducements have been made to any Party concerning this Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof, including the MOU that was fully executed by the Parties on March 6, 2026.

13.16. **Destruction and/or Return of Evidence.** Upon distribution of the Gross Settlement Amount to the Settlement Administrator and within the requirements under the California Rules of Professional Conduct, Plaintiffs and their counsel shall destroy all documents produced during formal or informal discovery, which necessarily include all confidential documents related to the Actions, the litigation, and this Settlement.

13.17. **Acknowledgement of Future Legislation**. Each Party recognizes that legislation could affect the outcome of the Actions. The Parties, nevertheless, enter into this Settlement to avoid risk of loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation, and agree that any further legislation will not affect the terms or conditions of this Settlement.

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

13.18. **Signatures/Authority to Execute and Sign**. The person or persons signing this Agreement on behalf of Defendant represents and warrants that he/she/they are authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement, and that Plaintiffs have not assigned any claim covered by this Agreement to a third-party. Plaintiffs, by signing this Agreement, are bound by the terms herein and further agree not to submit any Request for Exclusion from or Notice of Objection to the Settlement. Any such Request for Exclusion or Objection shall therefore be void and of no force or effect. The Parties further represent and warrant that they are competent to enter into this Agreement and have the full right, power, and authority to enter into and perform the obligations herein.

13.19. **Handwritten Signature/Electronic Signature.** The Parties shall execute and sign this Agreement with a handwritten signature. To the extent possible, the Parties are required to acquire a "wet signature" for purposes of executing the Agreement. If Plaintiffs are unable to provide a handwritten or "wet signature," then the following conditions apply for any electronic signatures:

i. The electronic signature system and processes Class Counsel used to obtain the Plaintiffs' signature must comply with the federal ESIGN Act and any state laws regarding the use or adoption of electronic signatures;
ii. Plaintiffs consent, and hereby acknowledge such consent, to using electronic signatures for this purpose (a requirement under both the federal and state laws);
iii. Class Counsel has selected and implemented a method in their electronic signature system to authenticate Plaintiffs' identity and to ensure that Plaintiffs' submitted electronic signatures are in fact the Plaintiffs' signatures;
iv. Class Counsel has and will maintain records of the system and the process used to present the Agreement to the Plaintiffs and obtain and record Plaintiffs' signature such as an audit trail and/or "certificate of Completion" as provided by Docusign, and they will maintain and provide such records to Defense Counsel and Defendant to allow them to lay the foundation for the admission of the Agreement into evidence;
v. Plaintiffs waive any objections to the admission of the Agreement in any later action to enforce the terms of the Agreement based on the electronic signature process; and
vi. Plaintiffs and Class Counsel agree to indemnify and hold Defendant and

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

Defense Counsel harmless from any loss, cost, damage, or expense (including attorneys' fees) resulting from Defendant's inability to enforce the Agreement and the release included herein based on fraudulent signatures of Plaintiffs, or any other issues that result from Plaintiffs' providing an electronic signature.

13.20. **Execution of Agreement/Counterparts**. This Agreement shall become effective immediately upon its execution. The Parties or authorized signatories may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if Class Counsel, Defense Counsel, Plaintiffs, and Defendant had signed the same instrument. Any signature made and transmitted by facsimile, or other electronic means, for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and will be binding upon the Party whose counsel transmits the signature page by facsimile, or other electronic means. Each counsel or other person executing this Agreement or any of its Exhibits on behalf of any Party warrant and promise that such persons have the authority to do so. Any person executing this Agreement or any such related documents on behalf of a corporate signatory warrants and promises for the benefit of all Parties hereto that such corporation has duly authorized such person to execute this Agreement and related documents.

13.21. **Signature of all Settlement Class Members Unnecessary to be Binding.** The Parties agree that because the Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Agreement. More, it is not practical to have each Settlement Class Member sign this Agreement. The Class Notice will advise all Class Members of the binding nature of the release provided herein as to the Settlement Class Members and shall have the same force and effect as if each Settlement Class Member executed this Agreement. The only Class Members who will not be bound by the terms of this Agreement are those who submit a timely and valid Request for Exclusion.

13.22. **Action to Enforce Agreement.** In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their or its attorneys' fees and costs.

13.23. **Representation by Counsel.** The Parties to this Settlement are represented by competent counsel, and they have had an opportunity to consult with counsel and agree that the Agreement reflects their good faith compromise of the claims raised in the Actions, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties acknowledge that they have been represented by counsel

Docusign Envelope ID: 34A19C43-6C36-8661-806C-6BC428BCEF8C

throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that Defendant may distribute funds to the Settlement Administrator, who in turn will distribute funds to the Settlement Class Members, PAGA Releasors, Class Counsel, and the Plaintiffs as provided by this Agreement.

13.24. **Interim Stay of Proceedings**. The Parties agree to stay all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

13.25. **Avoidance of Undue Publicity.** Except as required to obtain preliminary or final approval in this case, Plaintiffs and Class Counsel agree not to publicize the amount or other terms of this Settlement to any person. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

IN WITNESS WHEREOF this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

APPROVED, ACCEPTED, AND EXECUTED BY THE PARTIES:

BY: Plaintiff, RAFAEL RODRIGUEZ

Dated: 8/18/2026

Signed by: Rafael Rodriguez 7271B5ED3B1B45C...

RAFAEL RODRIGUEZ

BY: Plaintiff, GABRIEL MORIN

Dated: _____

GABRIEL MORIN

BY: Plaintiff, ZOEI HUTCHERSON

Dated: 8/19/2026

Signed by: Zoei H 891B149CD4EC4E7...

ZOEI HUTCHERSON

BY: Plaintiff, DANIEL COLOMA

Dated: 8/18/2026

Signed by: Daniel Coloma 95C01798F2904E8...

DANIEL COLOMA

[*Signatures Continued onto Next Page*]

Docusign Envelope ID: 30AE0810-34A7-861C-8134-8E617623CC3E

throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement, and that Defendant may distribute funds to the Settlement Administrator, who in turn will distribute funds to the Settlement Class Members, PAGA Releasors, Class Counsel, and the Plaintiffs as provided by this Agreement.

13.24. **Interim Stay of Proceedings**. The Parties agree to stay all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

13.25. **Avoidance of Undue Publicity.** Except as required to obtain preliminary or final approval in this case, Plaintiffs and Class Counsel agree not to publicize the amount or other terms of this Settlement to any person. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

IN WITNESS WHEREOF this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

APPROVED, ACCEPTED, AND EXECUTED BY THE PARTIES:

BY: Plaintiff, RAFAEL RODRIGUEZ

Dated: _____ _____

RAFAEL RODRIGUEZ

BY: Plaintiff, GABRIEL MORIN

Dated: 8/17/2026 DocuSigned by: Gabriel Morin FB80E816B01B4BE...

GABRIEL MORIN

BY: Plaintiff, ZOEI HUTCHERSON

Dated: _____ _____

ZOEI HUTCHERSON

BY: Plaintiff, DANIEL COLOMA

Dated: _____ _____

DANIEL COLOMA

[*Signatures Continued onto Next Page*]

Docusign Envelope ID: 90829C75-6B21-893D-820A-B90750EC1C7A

BY: DEFENDANT AMERICOLD LOGISTICS, LLC
On behalf of Defendant and the Released Parties

Dated: 8/18/2026

Signed by:
F25C15ED550C49E...
Signature

Nathan Harwell
Print Name

Executive VP/Chief Legal & People Officer
Title

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2026

WILSHIRE LAW FIRM

_____
Nicol E. Hajjar
Rachel J. Vinson
Attorneys for Plaintiff Morin, Class Members, and PAGA Releasors

Dated: _____, 2026

D. LAW, INC.

_____
David Keledjian
Enoch J. Kim
David Arakelyan
Attorneys for Plaintiffs Rodriguez, Hutcherson, Coloma, Class Members, and PAGA Releasors

Dated: August 19, 2026

LITTLER MENDELSON, P.C.

_____
Barbara Blackburn
Hovannes G. Nalbandyan

Attorneys for Defendant

Docusign Envelope ID: 30AE0810-34A7-861C-8134-8E617623CC3E

BY: DEFENDANT AMERICOLD LOGISTICS, LLC
On behalf of Defendant and the Released Parties

Dated: _____

_____
Signature

_____
Print Name

_____
Title

APPROVED AS TO FORM AND CONTENT:

Dated: August 17, 2026

WILSHIRE LAW FIRM

_____
Nicol E. Hajjar
Rachel J. Vinson
Attorneys for Plaintiff Morin, Class Members, and PAGA Releasors

Dated: _____, 2026

D. LAW, INC.

_____
David Keledjian
Enoch J. Kim
David Arakelyan
Attorneys for Plaintiffs Rodriguez, Hutcherson, Coloma, Class Members, and PAGA Releasors

Dated: _____, 2026

LITTLER MENDELSON, P.C.

_____
Barbara Blackburn
Hovannes G. Nalbandyan

Attorneys for Defendant

Docusign Envelope ID: 472B863D-2887-893D-8321-C15D209BCDFB

BY: DEFENDANT AMERICOLD LOGISTICS, LLC
On behalf of Defendant and the Released Parties

Dated: _____

_____
Signature

_____
Print Name

_____
Title

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2026

WILSHIRE LAW FIRM

_____
Nicol E. Hajjar
Rachel J. Vinson
Attorneys for Plaintiff Morin, Class Members, and PAGA Releasors

Dated: August 18, 2026

D. LAW, INC.

_____
David Keledjian
Enoch J. Kim
David Arakelyan
Attorneys for Plaintiffs Rodriguez, Hutcherson, Coloma, Class Members, and PAGA Releasors

Dated: _____, 2026

LITTLER MENDELSON, P.C.

_____
Barbara Blackburn
Hovannes G. Nalbandyan

Attorneys for Defendant

Certificate Of Completion

Envelope Id: 472B863D-2887-893D-8321-C15D209BCDFB
Subject: Complete with Docusign: Settlement Agreement
Source Envelope:
Document Pages: 55
Certificate Pages: 3
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

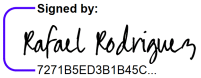
Envelope Originator:
Natalia Bermudes
250 N. Madison Avenue
Pasadena, CA 91101
n.bermudes@d.law
IP Address: 172.115.148.196

Record Tracking

Status: Original
8/17/2026 9:26:41 AM

Holder: Natalia Bermudes
n.bermudes@d.law

Location: DocuSign

Signer Events	Signature	Timestamp
Rafael Rodriguez rafael988991@gmail.com Security Level: Email, Account Authentication (None)	Signed by:  7271B5ED3B1B45C... Signature Adoption: Pre-selected Style Using IP Address: 2605:59c0:22c3:4308:2169:d57e:1a08:19b4 Signed using mobile	Sent: 8/17/2026 9:36:14 AM Resent: 8/17/2026 5:31:55 PM Viewed: 8/18/2026 10:04:21 AM Signed: 8/18/2026 10:05:47 AM

Electronic Record and Signature Disclosure:
Accepted: 8/18/2026 10:04:21 AM
ID: f80c80bd-21f1-4218-a778-3a5b24c85111

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/17/2026 9:36:14 AM
Certified Delivered	Security Checked	8/18/2026 10:04:21 AM
Signing Complete	Security Checked	8/18/2026 10:05:47 AM
Completed	Security Checked	8/18/2026 10:05:47 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Certificate Of Completion

Envelope Id: 34A19C43-6C36-8661-806C-6BC428BCEF8C
Status: Completed
Subject: Complete with Docusign: Settlement Agreement
Source Envelope:
Document Pages: 55
Signatures: 2
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Natalia Bermudes
250 N. Madison Avenue
Pasadena, CA 91101
n.bermudes@d.law
IP Address: 172.115.148.196

Record Tracking

Status: Original
8/18/2026 3:44:25 PM
Holder: Natalia Bermudes
n.bermudes@d.law
Location: DocuSign

Signer Events	Signature	Timestamp
Daniel Coloma daniel.cs@aol.com Security Level: Email, Account Authentication (None)	Signed by: Daniel Coloma 95C01798F2904E8... Signature Adoption: Pre-selected Style Using IP Address: 2600:1012:b31e:162:94ff:e8c:a13:f471 Signed using mobile	Sent: 8/18/2026 3:48:07 PM Viewed: 8/18/2026 4:06:16 PM Signed: 8/18/2026 4:07:43 PM
Electronic Record and Signature Disclosure: Accepted: 8/18/2026 4:06:16 PM ID: 0a6db049-6d2b-4515-b64d-3072a6c9b563		
Zoei Hutcherson hutchersonzoei20@gmail.com Security Level: Email, Account Authentication (None)	Signed by: 891B149CD4FC4E7... Signature Adoption: Drawn on Device Using IP Address: 134.16.18.113 Signed using mobile	Sent: 8/18/2026 3:48:07 PM Resent: 8/19/2026 9:47:50 AM Viewed: 8/19/2026 2:07:08 PM Signed: 8/19/2026 2:09:06 PM
Electronic Record and Signature Disclosure: Accepted: 8/18/2026 4:15:26 PM ID: 9f1d6794-8e3d-4594-92ab-86a01733cad7		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/18/2026 3:48:08 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	8/19/2026 2:07:08 PM
Signing Complete	Security Checked	8/19/2026 2:09:06 PM
Completed	Security Checked	8/19/2026 2:09:06 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

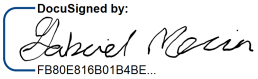
Certificate Of Completion

Envelope Id: 30AE0810-34A7-861C-8134-8E617623CC3E
Status: Completed
Subject: Complete with Docusign: 2026 08-17 Rodriguez + Morin v. Americold - Settlement Agreement (WLF s...
Litify Case ID: 261784
Source Envelope:
Document Pages: 55
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Andrea Trujillo
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
andrea.trujillo@wilshirelawfirm.com
IP Address: 131.239.140.11

Record Tracking

Status: Original
8/17/2026 3:17:47 PM
Holder: Andrea Trujillo
andrea.trujillo@wilshirelawfirm.com
Location: DocuSign

Signer Events	Signature	Timestamp
Gabriel Morin moringabriel26@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by:  FB80E816B01B4BE...	Sent: 8/17/2026 3:27:18 PM Viewed: 8/17/2026 4:04:10 PM Signed: 8/17/2026 4:04:21 PM
	Signature Adoption: Drawn on Device Using IP Address: 2600:387:f:7715::3 Signed using mobile	

Electronic Record and Signature Disclosure:
Accepted: 1/27/2025 2:30:29 PM
ID: 0edd476f-6fe6-4097-9c4c-fd5bf51b9be0

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Andrea Trujillo andrea.trujillo@wilshirelawfirm.com Legal Assistant- Employment Wilshire Law Firm Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/17/2026 3:27:18 PM Resent: 8/17/2026 4:04:28 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/17/2026 3:27:19 PM
Certified Delivered	Security Checked	8/17/2026 4:04:10 PM
Signing Complete	Security Checked	8/17/2026 4:04:21 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	8/17/2026 4:04:21 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Gabriel Morin, et al. v. Americold Logistics, LLC
Case No. CV-25-006362

****

The Stanislaus County Superior Court authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Americold Logistics, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by former employees, Rafael Rodriguez, Gabriel Morin, Zoei Hutcherson, and Daniel Coloma ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly employees ("Class Members") who worked for Defendant during the Class Period (September 13, 2022 to December 31, 2025); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt, hourly employees who worked for Defendant during the PAGA Period (September 30, 2023 to December 31, 2025) ("PAGA Releasors").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Class Payments, and (2) a PAGA Settlement requiring Defendant to fund PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Settlement Payment is estimated to be $_____ (less withholding) and your PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your PAGA Payment, then according to Defendant's records you are not eligible for a PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Releasors to give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two basic options with respect to the Class Settlement:

Do Nothing. You do not need to submit a claim form or take any other action to receive an Individual Settlement Payment and, if applicable, a PAGA Payment. If you do not opt out, you will become a Settlement Class Member and will be bound by the Settlement, including the Released Class Claims described below**.**

Opt Out of the Class Settlement. You may exclude yourself from the Class Settlement by timely submitting a valid Request for Exclusion. If you opt out, you will not receive an Individual Settlement Payment and will not release the Released Class Claims. You cannot opt out of the PAGA Settlement. If you are a PAGA Releasor, you will remain eligible for a PAGA Payment and will remain bound by the Released PAGA Claims.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a "Settlement Class Member," eligible for an Settlement Payment and, if applicable, a PAGA Payment. In exchange, you will give up your right to assert the Released Class Claims against Defendant that are covered by this Settlement (defined below). You will not be able to separately sue or participate in another lawsuit asserting those released claims.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will not be a Class Member and no longer eligible for an Settlement Payment. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay PAGA Payments to all PAGA Releasors and the PAGA Releasors must give up their rights to pursue the Released PAGA Claims (defined below).
Class Members Can Object to the Settlement **Written Objections Must be Submitted by** _____	All Settlement Class Members who do not opt-out may object to any aspect of the Class Settlement. PAGA Releasors may not opt out of or object to the PAGA Settlement or the release of the Released PAGA Claims. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel

	and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. *See* Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. *See* Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Settlement Payment and PAGA Payment (if any) depend on how many workweeks/pay periods you worked at least one day during the Class Period and PAGA Period, respectively. The number of Workweeks at Issue and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. If you disagree with either of these numbers, you must challenge it by _____. *See* Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action alleges Defendant violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, proper sick pay, proper vacation pay, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act , Labor Code §§ 2698, et seq. ("PAGA"). Plaintiffs are represented by the attorneys of D.Law, Inc. and Wilshire Law Firm ("Class Counsel").

Defendant strongly denies each and every allegation in the Action, denies any wrongdoing or liability of any kind, and contends that it complied with all applicable wage and hour laws. Defendant entered into the Settlement solely to avoid the burden, expense, and uncertainty of continued litigation and does not admit any wrongdoing or liability.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the

Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $850,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 30 days after the Effective Date as defined in the Settlement Agreement. This is a non-claims-made and non-reversionary settlement. Eligible Settlement Class Members do not need to submit a claim form to receive an Individual Settlement Payment.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    a. Up to $283,333.33 (One-Third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    b. Up to $10,000 to Plaintiffs Rafael Rodriguez, Gabriel Morin, and Zoei Hutcherson and up to $5,000 to Plaintiff Daniel Coloma as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Class Payment and any PAGA Payment.

    c. Up to $13,390 to the Administrator for services administering the Settlement.

    d. Up to $50,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in PAGA Payments to the PAGA Releasors based on their PAGA Pay Periods.

3. Net Settlement Distributed to Settlement Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest

of the Gross Settlement (the "Net Settlement") by making Settlement Payments to Settlement Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Settlement Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Settlement Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion".). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the PAGA Payments and the Non-Wage Portions of the Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Settlement or PAGA Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Settlement Payments and PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. Failure to cash, deposit, or otherwise negotiate your settlement check will not affect the release of claims or other binding terms of the Settlement.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Class Member, fully in the Class Settlement, unless you notify the Administrator in writing, not later than may _____, that you wish to opt-out. See Section 6 of this Notice for how to opt out of the Class Settlement.

   You ***cannot*** opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendant.

   If you do not submit a timely and valid Request for Exclusion, you will be deemed to have waived your right to be excluded from the Settlement, will be bound by all Settlement terms and Court orders, and will release the claims described in this Notice regardless of whether you cash your settlement check.

   If this Notice was re-mailed to you following an address update, your applicable

deadline may be extended as provided in the Settlement Agreement. Contact the Administrator if you have a question concerning your deadline.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, APEX Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Settlement Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Class Members' Release. The Class Members will be bound by the following release:

   After Defendant funds the GSA and Employer Taxes, each Settlement Class Member will be deemed to have released, waived, and discharged the Released Parties from his or her Released Class Claims as defined in the Settlement. The Released Class Claims include, without limitation, the following causes of action: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512, and 1198); (2) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Pay Proper Vacation Wages (Lab. Code § 227.3); (6) Failure to Provide Accurate Written Wage Statements (Lab. Code § 226(a)); (7) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202, and 203); (8) Failure to Indemnify (Lab. Code § 2802); (9) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand (Lab. Code §§ 212 and 213); (10) Quota Disclosure and Enforcement Requirements (Lab. Code §§ 2101, 2102, and 2103); (11) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); and (12) all other applicable provisions of the Labor Code or applicable IWC Wage Order. These allegations include assertions that Plaintiffs and Class Members were not properly or timely compensated for all hours worked and were subjected to wage-and-hour violations. The released claims encompass causes of action arising under California law, state law, common law, local law, or federal law, as well as under any administrative order, statute, ordinance, regulation, or applicable wage-and-hour law. The release includes all claims and causes of action that arise from, relate to, or are directly or indirectly connected to the facts alleged in the Actions, whether known or unknown. This includes, without limitation, claims for failure to pay wages; failure to pay for all hours worked, including "off the clock" work; and any other claims alleged in this case or arising out of or relating to the same factual predicate. The release further includes all related claims for restitution and other equitable relief, conversion, liquidated damages, penalties, and any other related claims, damages, or penalties of any

nature whatsoever. Nothing in the Settlement releases any claim that cannot lawfully be released.

"Released Parties" means Americold Logistics, LLC and all of its current or former parent companies, subsidiaries, sister companies, divisions, joint ventures, affiliates, affiliated companies, assigns, trustees, guarantors, fiduciaries, partnerships, present and former owners, shareholders, predecessors and successors in interest, managing agents, affiliated entities, and/or any other related company or to the extent legally permissible that could be jointly liable with Defendant.

10. PAGA Release. The PAGA release is as follows:

Upon Defendant's deposit of the Gross Settlement Amount and Employer Taxes with the Settlement Administrator, Plaintiffs, the State of California and all other PAGA Releasors, on behalf of themselves, as well as on behalf of all of their agents, heirs, beneficiaries, devisees, legatees, grantees, transferees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns, also fully and forever release, acquit, and discharge the Released Parties from all Released PAGA Claims. "Released PAGA Claims" means the release of all claims that the LWDA and State of California, by and through Plaintiffs as an agent and proxy of the LWDA, and on behalf of the PAGA Releasor for civil penalties under PAGA whether known or unknown, suspected or unsuspected, relating to the allegations that were asserted or could have been asserted based on the same factual predicate alleged in the LWDA Letters or Operative Complaint, including claims for civil penalties under PAGA for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2101, 2102, 2103, 2698, 2699 et seq., and 2802, and applicable IWC Wage Orders.

Whether or not you opt out of the Class Settlement, if you are a PAGA Releasor, the following PAGA release will apply to you if the Court finally approves the Settlement and Defendant funds the Settlement as required:

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Class Payments. The Administrator will calculate Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Settlement Class Members, and (b) multiplying the result by the number of Workweeks worked by each Settlement Class Member.

2. PAGA Payments. The Administrator will calculate PAGA Payments by (a) dividing $17,500 by the total number of PAGA Pay Periods worked by all PAGA Releasors and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each PAGA Releasor.

3. Workweek/Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. This letter must include your identifying information such as your name, address, email, and the last four digits of your social security number.

   If you dispute the number of Workweeks at Issue or PAGA Pay Periods credited to you, you must submit a written challenge to the Settlement Administrator by the Response Deadline. Your challenge should identify the number you believe is incorrect, state the number you believe is correct, and include any documents or other information supporting your position. Defendant's records will be presumed accurate absent evidence rebutting those records. The Administrator and Parties will attempt to resolve timely disputes, and unresolved disputes may be submitted to the Court if necessary.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

1. Class Members. The Administrator will send, by U.S. mail, a single check to every Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Releasors. The single check will combine the Settlement Payment and the PAGA Payment.

2. PAGA Releasors. The Administrator will send, by U.S. mail, a single PAGA Payment check to every PAGA Releasor (including those who opt out of the Class Settlement).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, email address, and a simple statement that you do not want to participate in the Settlement. To exclude yourself from the Class Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. Your Request for Exclusion must include: (1) your full name; (2) mailing address; (3) e-mail address; (4) the last four digits of your Social Security number; (5) your signature; (6) the case name and/or

number, *Gabriel Morin, et al. v. Americold Logistics, LLC, et al., Case No*. CV-25-006362; and (7) a clear statement that you wish to be excluded from the Class Settlement. You must make the request yourself and sign it yourself. If someone else makes the request for you, it will not be valid. **Your request to be excluded must be mailed to the Administrator and postmarked by _____, or it will be invalid**. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object that the proposed Settlement is unfair. **The deadline for sending written objections to the Administrator is _____**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Morin, et al. v. Americold Logistics, LLC* and include your full name, current mailing address, e-mail, last four digits of your social security number, signature, the specific grounds of the objection, legal authority the objector intends to rely upon, and whether you are represented by counsel, and intent to appear at the Final Approval Hearing. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. *See* Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 12 of the Stanislaus County Superior Court, located at 800 11th St., Modesto, CA 95354. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You may attend the Final Approval Hearing in person or through an attorney you retain at your own expense. You are not required to attend the hearing to receive a

settlement payment or to submit a timely written objection. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Stanislaus County Superior Court website by going to (https://www.stanislaus.courts.ca.gov/online-services/search-case) using the Case Number for the Action, Case No. CV-25-006362.

DO NOT TELEPHONE THE STANISLAUS COUNTY SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

D.LAW, INC.
David Keledjian, Esq.
d.keledjian@d.law
Enoch J. Kim, Esq.
E.Kim@d.law
David Arakelyan, Esq.
d.arakelyan@d.law
Matthew Carraher, Esq.
m.carraher@d.law
250 N. Madison Ave., Second Floor
Pasadena, CA 91101
Telephone: (818) 962-6465

WILSHIRE LAW FIRM
Nicol E. Hajjar, Esq.
nicol.hajjar@wilshirelawfirm.com
Rachel J. Vinson, Esq.
rachel.vinson@wilshirelawfirm.com
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Settlement Administrator:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Office - Unclaimed Property Division at (800) 992-4647; mail at P.O. Box 942850, Sacramento, CA 94250; in-person

10600 White Rock Road, Suite 141, Rancho Cordova, CA 95670 for instructions on how to retrieve the funds. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf for instructions on how to retrieve the funds.

Neither Defendant, the Released Parties, Defense Counsel, nor the Settlement Administrator will be responsible for delayed, lost, stolen, misdirected, uncashed, or improperly negotiated settlement checks except as required by law.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment check. If you fail to keep your address current, you may not receive your Individual Settlement Payment check. To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

12. ADDITIONAL IMPORTANT INFORMATION.

A. **Defendant will not retaliate** in any manner whatsoever against any employee who stays in their respective class action and receives an Individual Class Payment check or who requests to be excluded from the Settlement.

B. **It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number** on file, as this will be the address to which your Individual Class Payment check will be mailed.

C. **Individual Class Payment or Individual PAGA Payment checks must be cashed soon after receipt**. Checks which remain uncashed after 180 days of the date of issuance will be voided, and handled as described above. If your check is lost or misplaced, you should immediately contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

September 30, 2024

VIA ON-LINE SUBMISSION AND MAIL:
https://dir.tfaforms.net/128 **(copy by certified mail to all Defendants)**

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

AmeriCold Logistics, LLC
CSC Lawyers, Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833

AmeriCold Logistics, LLC
10 Glenlake Parkway NE
South Tower, Ste 600
Atlanta, GA 30328

LWDA Case No.:

Re: Labor Code § 2698, *et seq*. Penalties – PAGA Notice Letter to the LWDA
Rodriguez v. AmeriCold Logistics, LLC

Gentlepersons:

This office represents Plaintiff Rafael Rodriguez ("Plaintiff") and other similarly situated aggrieved employees (collectively "Aggrieved Employees") for violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq*., and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Unless specified below, Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, AmeriCold Logistics, LLC and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiff's Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Stanislaus County Superior Court and will be

assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees"). However, with regard to the allegations under Labor Code § 226(a) ***only***, Plaintiff expands the scope and definition of the Aggrieved Employees to all employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked at the proper rates of pay. Plaintiff and Aggrieved Employees were required to perform work, off-the-clock, for which no wages were paid. Specifically, Plaintiff and Aggrieved Employees were required to put on uniforms and protective gear. Then, Plaintiff and Aggrieved Employees were required to show their identification badge and wait in line to clock in at the time clock, all prior to being allowed to clock into work. Additionally, Plaintiff and Aggrieved Employees were required to clock out at the end of their shifts; remove all their protective gear and uniforms prior to leaving the premises; then wait in line to undergo an extensive security check which involved checking the Plaintiff and Aggrieved Employees' belongings. The entire uncompensated donning/doffing and security practices were repeated when Plaintiff and Aggrieved Employees left for their unpaid meal periods. No wages were paid for Plaintiff and Aggrieved Employees' completion of these off-the-clock employment duties.

This uncompensated time caused Plaintiff and Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Defendants also failed to pay Plaintiff and Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and Aggrieved Employees earned commissions, spiff pay, as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Plaintiff and Aggrieved Employees' regular rates of pay, and respective and proper overtime rates of pay.

Defendants had a common policy and practice of systemically denying Aggrieved Employees the

opportunity to take meal periods in compliance with California Law. Plaintiff and Aggrieved Employees were required to perform work-related tasks during their meal periods which were systemically denied. Specifically, Plaintiff and Aggrieved Employees had to undergo security checks and take off their protective gear and uniforms while off-the-clock during their unpaid meal periods. Additionally, due to understaffing and heavy workloads, Plaintiff and Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth and tenth hours of work. Furthermore, Plaintiff and Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; and (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights.

Furthermore, Defendants failed to pay Plaintiff and Aggrieved Employees premium pay wages at their appropriate regular rates of pay for each meal period denied.

Defendants also had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite and accrued vacation time pay in accordance with California Law. Specifically, Aggrieved Employees accrued vested vacation wages during their employment with Defendants. However, Defendants failed to pay all accrued vacation time owed to Aggrieved Employees upon their separation from employment. Additionally, Aggrieved Employees earned commissions, spiff pay, as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay and respective and proper vacation rates of pay.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, the sick pay paid to Aggrieved Employees did not account for the performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing." Additionally, the wage statements issued to Aggrieved Employees were not recorded in "ink or other indelible form."

Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and Aggrieved Employees' wage statement were only provided in electronic format in violation of Labor Code § 226.

Aggrieved Employees were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Aggrieved Employees were required to purchase their own protective gear necessary to perform their work-related duties under Defendants' employ. Aggrieved Employees were not reimbursed for these necessary work-related expenses.

Defendants failed to pay Aggrieved Employees with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants' issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Aggrieved Employees with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at all financial institutions. Specifically, Defendants issued Plaintiff and Aggrieved Employees a pay card with their vacation pay.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the Class Action Complaint, the Aggrieved Employees complain of the following violations committed by Defendants:[1]

Failure to Pay Minimum Wages
Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

---

[1] Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants' violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc*. (2018) 23 Cal.App.5th 745.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "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." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked at the proper rates of pay.

Plaintiff and Aggrieved Employees were required to perform work, off-the-clock, for which no wages were paid. Specifically, Plaintiff and Aggrieved Employees were required to put on uniforms and protective gear. Then, Plaintiff and Aggrieved Employees were required to show their identification badge and wait in line to clock in at the time clock, all prior to being allowed to clock into work. Additionally, Plaintiff and Aggrieved Employees were required to clock out at the end of their shifts; remove all their protective gear and uniforms prior to leaving the premises; then wait in line to undergo an extensive security check which involved checking the Plaintiff and Aggrieved Employees' belongings. The entire uncompensated donning/doffing and security practices were repeated when Plaintiff and Aggrieved Employees left for their unpaid meal periods. No wages were paid for Plaintiff and Aggrieved Employees' completion of these off-the-clock employment duties.

Defendants have the ability to pay minimum and overtime wages for all time worked and have

willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants also failed to Aggrieved Employees overtime wages at the proper and applicable regular rates of pay. Specifically, Plaintiff and Aggrieved Employees earned commissions, spiff pay, as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Plaintiff and Aggrieved Employees' regular rates of pay, and respective and proper overtime rates of pay.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked

on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants had a common policy and practice of systemically denying Aggrieved Employees the opportunity to take meal periods in compliance with California Law. Plaintiff and Aggrieved Employees were required to perform work-related tasks during their meal periods which were systemically denied. Specifically, Plaintiff and Aggrieved Employees had to undergo security checks and take off their protective gear and uniforms while off-the-clock during their unpaid meal periods. Additionally, due to understaffing and heavy workloads, Plaintiff and Aggrieved Employees were denied the opportunity to take timely meal periods prior to the completion of their fifth and tenth hours of work. Furthermore, Plaintiff and Aggrieved Employees were not relieved of all work duties during unpaid meal periods and were required to keep working during meal breaks.

Aggrieved Employees were not provided with meal periods of at least thirty (30) minutes for each

five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; and (2) no formal written meal policy that encouraged employees to take their meal periods, or that advised Aggrieved Employees of their meal and rest period rights.

Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Proper Sick Time

Labor Code Section 246 affords an employee "who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked" and "no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period."

Additionally, Subsection (l) of Section 246 provides:

> For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:
>
> (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees the requisite sick time pay in accordance with California Law. Specifically, the sick pay paid to Aggrieved Employees did not account for the performance-based non-discretionary bonuses, which were never factored into the rate upon which sick pay was accrued and paid.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 246, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 558, 1197, 1198, 1199 and

2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vested Vacation Wages Upon Separation in Violation of Labor Code § 227.3

California Labor Code section 227.3 provides:

> Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.

At all relevant times during the applicable limitations period, Aggrieved Employees accrued vested vacation time during their employment with Defendants. However, Defendants implemented a common policy and practice of failing to pay Aggrieved Employees for all accrued vacation wages upon separation of employment, in violation of Labor Code 227.3. Additionally, Aggrieved Employees earned commissions, spiff pay, as well as performance-based non-discretionary bonuses in addition to their hourly pay. However, these supplemental earnings were not accounted for when determining Aggrieved Employees' regular rates of pay and respective and proper vacation rates of pay.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 227.3, 1198, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 246, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Aggrieved Employees were required to purchase their own protective gear necessary to perform their work-related duties under Defendants' employ. Aggrieved Employees were not reimbursed for these necessary work-related expenses in violation of Labor Code § 2802.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with

Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

Additionally, for the purposes of Subsection (a)(9), Plaintiff seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state all applicable hourly rates for which Aggrieved Employees were paid as required by Labor Code § 226(a)(9).

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are 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) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3,

558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand in Violation of Labor Code §§ 212 and 213

Labor Code § 212 states that no employer "shall issue in payment of wages due" by "order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state."

Defendants failed to pay Plaintiff and Aggrieved Employees, with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff and Aggrieved Employees with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiff and Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at all financial institutions. Specifically, Defendants issued Plaintiff and Aggrieved Employees a pay card with their vacation pay.

Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the class in a civil action for damages and wages owed and for costs and attorneys' fees under Labor Code §§ 212 and 213.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 212, 213, and 2699.5 seeking all civil penalties available and applicable under Labor Code § 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by, and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when

the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty

provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 212, 213, 227.3, 246, 510, 515, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available

and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

David Yeremian

Cc: AmeriCold Logistics, LLC, by Certified Mail

EXHIBIT 3