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DEMAR APARICIO

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

17 DEMAR APARICIO, an individual,
18
19 Plaintiff,

20 vs.

21 LINEAGE LOGISTICS, LLC, a limited liability
company; LINEAGE LOGISTICS HOLDINGS,
22 LLC, a limited liability company; U.S.
GROWERS COLD STORAGE, INC., a
23 California corporation; and DOES 1 through 10,
inclusive,

24 Defendants.
25

Case No. BC722764

[Assigned for all purposes to the Honorable
Honorable Ann I. Jones - Dept. SS11]

**FIRST AMENDED JOINT STIPULATION
OF CLASS AND PAGA RELEASE
BETWEEN PLAINTIFF DEMAR
APARICIO, ON BEHALF OF HIMSELF
AND ALL OTHERS SIMILARLY
SITUATED, AND DEFENDANT U.S.
GROWERS COLD STORAGE, INC.**

Complaint Filed: September 21, 2018
Trial Date: None set

1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 **AND RELEASE**

3 This First Amended Joint Stipulation of Class and PAGA Settlement and Release
4 (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff DEMAR
5 APARICIO (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others
6 similarly situated, and Defendant U.S. GROWERS COLD STORAGE, INC. (“Defendant”)
7 (collectively, the “Parties”).

8 This settlement shall be binding on Plaintiff and the settlement classes he purports to represent
9 and Defendant and its respective present and former parent companies, subsidiaries, divisions, related
10 or affiliated companies, shareholders, partners, officers, directors, employees, agents, attorneys,
11 insurers, successors and assigns, and any individual or entity which could be liable for any of the
12 Released Claims (hereinafter “Released Parties”), and any individual or entity that could be liable with
13 Defendant, and its respective counsel, subject to the terms and conditions hereof and the approval of
14 the Court.

15 **RECITALS**

16 1. On September 11, 2018, Plaintiff initiated this putative class action by filing a
17 Complaint in the California Superior Court for the County of Los Angeles, on behalf of himself and
18 all current and former non-exempt employees who worked in California from September 21, 2014 to
19 present. Plaintiff originally named Lineage Logistics as a co-defendant in the lawsuit but resolved with
20 Lineage Logistics after Plaintiff’s claims against Lineage Logistics were compelled to arbitration. The
21 action is currently proceeding on Plaintiff’s First Amended Complaint, which asserts the following
22 causes of action: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime
23 wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse
24 necessary business expenses; (6) failure to timely pay all wages upon termination; (7) failure to
25 provide accurate wage statements; (8) unfair business practices; and (9) civil penalties Labor Code §
26 2699 (the “operative Complaint”).

27 2. Defendant denies all material allegations set forth in the operative Complaint and this
28 Action and has asserted numerous affirmative defenses. Nevertheless, in the interest of avoiding

1 further litigation, Defendant desires to fully and finally settle all actual or potential claims by the
2 putative Class Members.

3 3. Plaintiff's counsel in the Action diligently investigated the putative Class Members'
4 claims against Defendant, including any and all applicable defenses and the applicable law. The
5 investigation included, *inter alia*, the exchange of information pursuant to informal discovery methods
6 and review of numerous corporate policies and practices.

7 4. On November 5, 2019, the Parties participated in mediation before Steven Rottman,
8 Esq. (the "Mediator"), a respected mediator for wage and hour class actions. The settlement
9 discussions were conducted at arm's-length, and the settlement is the result of an informed and
10 detailed analysis of Defendant's potential liability of total exposure in relation to the costs and risks
11 associated with continued litigation. Based on the documents produced, as well as Plaintiff's
12 Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiff's
13 Counsel believe that the settlement with Defendant for the consideration and on the terms set forth in
14 this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the putative
15 Class Members in light of all known facts and circumstances, including the risk of significant delay
16 and uncertainty associated with litigation and various defenses asserted by Defendant.

17 5. This Settlement Agreement is made and entered into by and between Plaintiff,
18 individually and on behalf of all others similarly situated, and Defendant, and is subject to the terms
19 and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this
20 Settlement Agreement is entered into solely for the purpose of compromising significantly disputed
21 claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any
22 reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall
23 be returned to their original respective positions.

24 6. The settlement class includes all current and former hourly non-exempt persons
25 employed by Defendant in the State of California between September 21, 2014 through November 17,
26 2017. Defendant represents the number of putative Class Members to be approximately 155 as of the
27 date such information was turned over to Plaintiff's Counsel.

DEFINITIONS

7. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

8. “Action” means *Demar Aparicio v. U.S. Growers Cold Storage, Inc.*, Los Angeles County Superior Court, Case No. BC722764.

9. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of this Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating this Action, and expenses for any experts. Class Counsel will request attorneys’ fees of up to 33 1/3% of the Maximum Settlement Amount, *i.e.*, up to Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$333,333.33). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of reasonable costs and expenses associated with Class Counsel’s litigation and settlement of the Action, not to exceed Twelve Thousand Dollars (\$12,0000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s cost application up to the above specified amounts. Any portion of the Attorneys’ Fees and Costs not awarded to Class Counsel shall remain the property of Defendant.

10. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

11. “Settlement Administration Costs” means the costs payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to

1 process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be
2 paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the
3 amount represented by the Settlement Administrator as being the maximum costs necessary to
4 administer the settlement. The Settlement Administration Costs are currently estimated to be Nine
5 Thousand Dollars (\$9,000). To the extent actual Settlement Administration Costs are greater than
6 \$9,000, such excess amount will be deducted from the Maximum Settlement Amount.

7 12. "Class Counsel" means Moon & Yang, APC, which will seek to be appointed counsel
8 for the Settlement Class.

9 13. "Class List" means a complete list of all putative Class Members that Defendant will
10 diligently and in good faith compile from its records and provide to the Settlement Administrator
11 within fourteen (14) calendar days after the Court's Preliminary Approval of this Settlement. The
12 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
13 putative Class Member's full name; last known address; Social Security Number; and dates of
14 employment.

15 14. "Class Member(s)" or "Settlement Class" means all current and former hourly non-
16 exempt persons employed by Defendant in the State of California between September 21, 2014
17 through November 17, 2017.

18 15. "Class Period" means the period from September 21, 2014 through November 17, 2017.

19 16. "Class Representative" means Plaintiff Demar Aparicio ("Aparicio"), who will seek to
20 be appointed as the representative for the Settlement Class.

21 17. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
22 in recognition of his effort and work in prosecuting the Action on behalf of the putative Class
23 Members and negotiating the Settlement, at no additional cost to Defendant and subject to Court
24 approval, provided Aparicio signs a general release that includes a release of claims pursuant to
25 California Civil Code section 1542. The Parties agree that Plaintiff will be paid, subject to Court
26 approval, Ten Thousand Dollars and Zero Cents (\$10,000.00), from the Maximum Settlement Amount
27 for his services on behalf of the class, and in negotiating the Settlement, subject to the Court granting
28 final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals. IRS

1 Forms 1099 shall issue for the enhancement award. Any portion of the Class Representative
2 Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount for the
3 benefit of participating class members.

4 18. "Court" means the Superior Court of the State of California for the County of Los
5 Angeles, or any other court taking jurisdiction of the Action.

6 19. "Defendant" means U.S. Growers Cold Storage, Inc.

7 20. "Effective Date" means the date when all of the following events have occurred: (1) the
8 Stipulation of Settlement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2)
9 the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action
10 Settlement has been given to the putative members of the Settlement Class, providing them with an
11 opportunity to object to the terms of this Stipulation of Settlement or to opt-out of the Stipulation of
12 Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment
13 certifying the Settlement Class and approving the Stipulation of Settlement; (5); sixty-five (65) calendar
14 days have passed since the Court has entered a final Order and Judgment certifying the Settlement Class
15 and approving the Stipulation of Settlement; and (6) in the event there are written objections filed prior
16 to the final fairness hearing that are not later withdrawn or denied, the later of the following events: five
17 (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing the
18 Court's final Order approving the Stipulation of Settlement has elapsed without any appeal, writ, or
19 other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding
20 opposing the Court's final Order approving the Stipulation of Settlement has been filed, five (5) business
21 days after any appeal, writ, or other appellate proceeding opposing the Stipulation of Settlement has
22 been finally and conclusively dismissed with no right to pursue further remedies or relief.

23 21. "Individual Settlement Payment" means each Participating Class Member's share of the
24 Net Settlement Amount, to be distributed to the Class Members.

25 22. "Labor and Workforce Development Agency Payment" means the amount that the
26 Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") in
27 connection with the Labor Code Private Attorneys General Act of 2004, California Labor Code
28 section 2698, *et seq.* ("PAGA"). The Parties have agreed that Fifty Thousand Dollars and Zero Cents

1 (\$50,000.00) from the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's
2 and Class Members' PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Thirty Seven Thousand Five
3 Hundred Dollars and Zero Cents (\$37,500.00), of this sum will be paid to the LWDA and 25%, *i.e.*,
4 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be distributed to
5 Participating Class Members as part of the Net Settlement Amount. For purposes of this Settlement
6 Agreement only, and not as an admission of liability otherwise, the Parties stipulate that all
7 Participating Class Members are "aggrieved employees" for purposes of distributing the \$12,500.00.

8 23. "Maximum Settlement Amount" means the maximum settlement amount of One
9 Million Dollars and Zero Cents (\$1,000,000.00) to be paid by Defendant in full satisfaction of all
10 claims arising from the Action, which includes all attorneys' fees, costs, the enhancement awards,
11 payments pursuant to PAGA, and claims administration expenses. This Maximum Settlement
12 Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon
13 settlement value of individual claims. In no event will Defendant be liable for more than the
14 Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to
15 Defendant. Defendant's share of any employer payroll taxes to be paid in connection with the
16 settlement (e.g. FICA, FUTA, payroll taxes, and/or any similar tax or charge – collectively "Employer
17 Taxes") shall be paid in addition to the Maximum Settlement Amount. The Settlement Administrator
18 will then be responsible for making appropriate deductions, reporting obligations, and issuing the
19 individual settlement awards. The expiration date on the settlement checks will be one hundred and
20 eighty (180) calendar days from the date the settlement checks are issued.

21 24. "Net Settlement Amount" means the portion of the Maximum Settlement Amount
22 remaining after deduction of all attorneys' fees, costs, enhancement awards, the amount attributable to
23 payments pursuant to PAGA, and claims administration expenses. The Net Settlement Amount will be
24 distributed to Participating Class Members.

25 25. "Notice of Objection" means a Class Member's valid and timely written objection to
26 the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the case name
27 and number; (b) the objector's full name, signature, address, and telephone number; (c) the last four
28 digits of the objector's Social Security number; (d) the objector's approximate dates of employment

1 with Defendant; (e) a written statement of all grounds for the objection accompanied by any legal
2 support for such objection; and (f) copies of any papers, briefs, or other documents upon which the
3 objection is based.

4 26. “Notice Packet” means the Notice of Class Action Settlement and Mailing Envelope.

5 27. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
6 Plaintiff or Defendant.

7 28. “Participating Class Members” means all Class Members who do not submit a request
8 for exclusion.

9 29. “Plaintiff” means Demar Aparicio, who may also be referred to herein as the Class
10 Representative.

11 30. “Preliminary Approval” means the Court order granting preliminary approval of the
12 Settlement Agreement.

13 31. “Released Claims” includes all claims include all claims under state, federal, or local
14 law, whether statutory, common law, or administrative law, arising out of the claims expressly pleaded
15 in the Action and all other claims that could have been pleaded based on the facts pleaded in the Action
16 including: failure to pay overtime wages; failure to pay minimum and straight time wages; failure to pay
17 for or provide meal and rest periods; failure to indemnify necessary business expenses; failure to pay all
18 wages due to discharged or quitting employees; failure to provide accurate wage statements; unfair
19 competition, including, but not limited to, injunctive relief; punitive damages; penalties of any nature,
20 including but not limited to civil penalties, including all claims under the Private Attorneys General Act
21 of 2004 (“PAGA”) penalties based on the alleged labor code violations, and statutory penalties; interest;
22 fees; costs; and all other claims and allegations made or that could have been made in the Action based
23 on the facts as plead in the Action during the Class Period. As to federal claims arising under the Fair
24 Labor Standards Act (“FLSA”) that could have been pleaded based on the facts pleaded in the Action,
25 such claims shall not be released unless and until a Class Member signs their settlement check, which
26 will constitute consent to opt into the release of all FLSA claims that could have been pleaded based on
27 the facts pleaded in the Action.

28 32. “Released Claims Period” means the period from September 21, 2014 through

1 November 17, 2017.

2 33. "Released Parties" means Defendant and any of its former and present parents,
3 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and
4 assigns, as well as all past and present officers, directors, employees, partners, shareholders and
5 agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

6 34. "Request for Exclusion" means a timely letter submitted by a Class Member indicating
7 a request to be excluded from the settlement. The Request for Exclusion must: (a) be signed by the
8 Class Member; (b) contain the name, address, telephone number, and the last four digits of the Social
9 Security Number of the Class Member requesting exclusion; (c) clearly state that the Class Member
10 does not wish to be included in the settlement; (d) be returned by fax or mail to the Settlement
11 Administrator at the specified address and/or facsimile number; and, (e) be postmarked or faxed on or
12 before the Response Deadline. The date of the fax or postmark on the return mailing envelope will be
13 the exclusive means to determine whether a Request for Exclusion has been timely submitted. A
14 Class Member who does not request exclusion from the settlement will be deemed a Class Member
15 and will be bound by all terms of the settlement, if the settlement is granted final approval by the
16 Court.

17 35. "Response Deadline" means the deadline by which Class Members must postmark to
18 the Settlement Administrator valid Request for Exclusion or objection. The Response Deadline will
19 be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement
20 Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
21 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
22 Deadline may also be extended by express agreement between Class Counsel and Defendant. Under
23 no circumstances, however, will the Settlement Administrator have the authority to extend the
24 deadline for Class Members to submit a Request for Exclusion or objection to the settlement.

25 36. "Work Weeks" means the number of weeks worked by Class Members during the
26 Class Period.

27 37. "Work Week Value" means the value of each compensable Work Week, as determined
28 by the formula set forth herein.

1 **CLASS ACTION CERTIFICATION**

2 38. Solely for purposes of settling the Action, and not for purposes of class certification
3 should the matter not be settled or for any other reason, the Parties stipulate and agree that the
4 requisites for establishing class certification with respect to the Settlement Class have been met and
5 are met. More specifically, the Parties stipulate and agree that:

6 a. The Settlement Class is ascertainable and so numerous as to make it
7 impracticable to join all Class Members; and

8 b. There are common questions of law and fact including, but not limited to, the
9 following: Whether Defendant failed to pay for all hours worked, authorized and permitted meal and
10 rest periods, and failed to provide accurate wage statements.

11 39. Should this Settlement not be approved or be terminated, these stipulations shall be null
12 and void and shall not be admissible for any purpose whatsoever.

13 40. Class Representative's claims are typical of the claims of the members of the
14 Settlement Class; should this Settlement not be approved or be terminated, this stipulation shall be
15 null and void and shall not be admissible for any purpose whatsoever.

16 41. Class Representative and Class Counsel will fairly and adequately protect the interests
17 of the Settlement Class; should this Settlement not be approved or be terminated, this stipulation shall
18 be null and void and shall not be admissible for any purpose whatsoever.

19 42. The prosecution of separate actions by individual members of the Settlement Class
20 would create the risk of inconsistent or varying adjudications, which would establish incompatible
21 standards of conduct; should this Settlement not be approved or be terminated, this stipulation shall be
22 null and void and shall not be admissible for any purpose whatsoever.

23 43. With respect to the Settlement Class, Class Representative believes that questions of
24 law and fact common to the members of the Settlement Class predominate over any questions
25 affecting any individual member in such Class, and a class action is superior to other available means
26 for the fair and efficient adjudication of the controversy.

27 **TERMS OF AGREEMENT**

28 44. NOW, THEREFORE, in consideration of the mutual covenants, promises and

1 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

2 45. Funding of the Settlement Amount. Within seven (7) calendar days after the Effective
3 Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be
4 paid by Defendant pursuant to the terms of the Settlement. Within twenty-one (21) calendar days of
5 the Effective Date, Defendant will make a one-time deposit of One Million Dollars and Zero Cents
6 (\$1,000,000.00) for payment of all Court approved and claimed amounts from the Maximum Settlement
7 Amount into a Qualified Settlement Account to be established by the Settlement Administrator. Within
8 fourteen (14) calendar days of the funding of Maximum Settlement Amount, the Settlement
9 Administrator will issue payments to (a) Participating Class Members; (b) the Labor and Workforce
10 Development Agency (“LWDA”); (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator
11 will also issue a payment to itself for Court-approved services performed in connection with the
12 settlement.

13 46. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application
14 or motion by Class Counsel for Attorneys’ Fees and Costs, both of which will be paid from the
15 Maximum Settlement Amount.

16 47. Class Representative Enhancement Payment. In exchange for a general release of all
17 claims, and in recognition of his effort and work in prosecuting the Action on behalf of Class
18 Members and negotiating the Settlement, Defendant agrees not to oppose or impede any application or
19 motion for Class Representative Enhancement Payment. The Class Representative Enhancement
20 Payment will be in addition to Plaintiff’s Individual Settlement Payment as a Participating Class
21 Member paid pursuant to the Settlement.

22 Plaintiff hereby fully and finally releases and discharges the Released Parties from any and all
23 of the Released Claims and from any and all claims, charges, complaints, liens, demands, causes of
24 action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that
25 Plaintiff had, now has, or may hereafter claim to have against the Released Parties arising out of, or
26 relating in any way to, the Plaintiff’s hiring by, employment with, separation of employment with, or
27 otherwise relating to the Released Parties (collectively with Released Claims, “Plaintiff’s Released
28 Claims”), arising or accruing through the Released Claims Period. The Plaintiff’s Released Claims

1 include, but are not limited to, claims arising from or dependent on the California Labor Code; the
2 Wage Orders of the California Industrial Welfare Commission; California Business and Professions
3 Code § 17200 et seq.; the California Fair Employment and Housing Act, Cal. Gov't Code § 12900 et
4 seq.; the California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the
5 Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income
6 Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
7 and the Portal to Portal Act, 29 U.S.C. § 251 et seq.

8 To effect a full and complete general release as described above, Plaintiff expressly waives and
9 relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and
10 does so understanding and acknowledging the significance and consequence of specifically waiving
11 section 1542. Section 1542 of the Civil Code of the State of California states as follows:

12 **A general release does not extend to claims that the creditor or**
13 **releasing party does not know or suspect to exist in his or her favor**
14 **at the time of executing the release and that, if known by him or her,**
15 **would have materially affected his or her settlement with the debtor**
16 **or released party.**

17 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
18 release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement
19 Agreement is intended to include in its effect, without limitation, all claims Claimant does not know
20 or suspect to exist in Claimant's favor at the time of signing this Settlement Agreement, and that this
21 Settlement Agreement contemplates the extinguishment of any such claims.

22 The Settlement Administrator will issue an IRS Form 1099 for the enhancement payment to
23 the Class Representative, and the Class Representative shall be solely and legally responsible for
24 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
25 received. The Class Representative agrees to indemnify and hold Defendant harmless from any claim
26 or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement
27 Payment. Should the Court approve the enhancement payment to the Class Representative in an
28 amount less than that set forth above, the difference between the lesser amount approved by the Court

1 and the service payment shall escheat to the Department of Labor Standards Enforcement Unpaid
2 Wage Fund.

3 48. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments from the Maximum
5 Settlement Amount, which is currently estimated to be Nine Thousand Dollars and Zero Cents
6 (\$9,000). These costs, which will be paid from the Maximum Settlement Amount, will include, *inter*
7 *alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2
8 IRS Forms, distributing the Notice Packet, calculating and distributing the Maximum Settlement
9 Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations.

10 49. Labor and Workforce Development Agency Payment. Subject to Court approval, the
11 Parties agree that the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the
12 Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members'
13 PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Thirty Seven Thousand Five Hundred Dollars and Zero
14 Cents (\$37,500.00), of this sum will be paid to the LWDA and 25%, *i.e.*, Twelve Thousand Five
15 Hundred Dollars and Zero Cents (\$12,500.00), will be distributed to Participating Class Members as
16 part of the Net Settlement Amount.

17 50. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual
18 Settlement Payments to Participating Class Members from the Settlement Class in accordance with the
19 terms of this Agreement.

20 51. Individual Settlement Payment Calculations. Individual Settlement Payments will be
21 calculated and apportioned from the Net Settlement Amount based on the number of Work Weeks a
22 Participating Class Member worked during the Class Period. Specific calculations of Individual
23 Settlement Payments will be made as follows:

24 a. The Settlement Administrator will calculate the number of Work Weeks worked
25 by each Participating Class Member ("Individual Work Weeks") during the Class Period, the amount
26 to be paid per Work Week, and the individual settlement awards to eligible Participating Class
27 Members.

28 b. Defendant's employee data will be presumed to be correct, unless a particular

1 Class Member proves otherwise to the Settlement Administrator by credible evidence. All Work
2 Week disputes will be resolved and decided by the Settlement Administrator, and the Settlement
3 Administrator's decision on all Work Week disputes will be final and non-appealable.

4 c. The individual settlement awards will be determined by dividing the Net
5 Settlement Amount by the total number of Work Weeks for all Participating Class Members, resulting
6 in the Work Week Value, and then multiplying the Work Week Value by the number of Work Weeks
7 worked by each Participating Class Member.

8 d. Participating Class Member shall receive, at a minimum, a pro rata share of the
9 \$12,500 PAGA payment (or any different amount as required by the Court). The estimated \$12,500
10 PAGA allocation is already accounted for in the estimated Net Settlement Amount.

11 52. Settlement Awards Do Not Trigger Additional Benefits. All settlement awards to Class
12 Members shall be deemed to be paid to such Class Members solely in the year in which such
13 payments actually are received by the Class Members. It is expressly understood and agreed that the
14 receipt of such individual settlement awards will not entitle any Class Member to additional
15 compensation or benefits under any company bonus, contest or other compensation or benefit plan or
16 agreement in place during the period covered by the Settlement, nor will it entitle any Class Member
17 to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It
18 is the intent of this Settlement that the individual settlement awards provided for in this Settlement are
19 the sole payments to be made by Defendant to the Class Members, and that the Class Members are not
20 entitled to any new or additional compensation or benefits as a result of having received the individual
21 settlement awards (notwithstanding any contrary language or agreement in any benefit or
22 compensation plan document that might have been in effect during the period covered by this
23 Settlement).

24 53. Settlement Administration Process. The Parties agree to cooperate in the
25 administration of the settlement and to make all reasonable efforts to control and minimize the costs
26 and expenses incurred in administration of the Settlement.

27 54. Delivery of the Class Data. Within fourteen (14) calendar days of Preliminary
28 Approval, Defendant will provide the Class Data to the Settlement Administrator.

1 55. Notice by First-Class U.S. Mail. Within twenty-eight (28) calendar days of Preliminary
2 Approval, the Settlement Administrator will perform an NCOA check and shall mail a Notice Packet
3 in Spanish and English to all Class Members via regular First-Class U.S. Mail, using the most current,
4 known mailing addresses identified in the Class List. There will not be a claim process requirement
5 and, as such, Class Members will not receive nor will they be required to submit a claim form to
6 receive their individual settlements.

7 56. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
8 Settlement Administrator will perform a search based on the National Change of Address Database or
9 any other similar services available, such as provided by Experian, for information to update and
10 correct for any known or identifiable address changes.

11 57. Time for Objections. The Class Members will then have sixty (60) days in which they
12 must postmark and send written notice to the Settlement Administrator of their decision to object in
13 writing to the Settlement.

14 58. Notice Packets. All Class Members will be mailed a Notice Packet in English and
15 Spanish. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a
16 summary of the Settlement’s principal terms; (c) the Settlement Class definition; (d) the total number
17 of Work Weeks each respective Class Member worked for Defendant during the Class Period; (e) each
18 Class Member’s estimated Individual Settlement Payment and the formula for calculating Individual
19 Settlement Payments; (f) the dates which comprise the Class Period; (g) information regarding
20 disputing Work Weeks, Requests for Exclusion, or objections; (h) the deadlines by which the Class
21 Member must fax or postmark dispute of Work Weeks, Requests for Exclusions, or mail objections to
22 the Settlement; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval
23 Hearing. For every Class Member where the Notice Packet is returned after mailing with a
24 forwarding address, the Settlement Administrator shall re-mail the Notice Packet to the forwarding
25 address. For every Class Members where the Notice Packet is returned after mailing without a
26 forwarding address, the Settlement Administrator shall perform a “skip trace” search in a consumer
27 information database comparable to Accurint in an effort to locate a current address.

28 59. Disputed Information on Notice Packets. Class Members will have an opportunity to

1 dispute the information provided in their Notice Packets. To the extent Class Members dispute the
2 number of Work Weeks to which they have been credited or the amount of their Individual Settlement
3 Payment, Class Members may produce evidence to the Settlement Administrator showing that such
4 information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will
5 be presumed determinative. However, if a Class Member produces evidence to the contrary, the
6 Parties will evaluate the evidence submitted by the Class Member and the Settlement Administrator
7 will make the final decision as to the number of eligible Work Weeks that should be applied and/or
8 the Individual Settlement Payment to which the Class Member may be entitled. Class Members shall
9 have until the Response Deadline to provide evidence to the Settlement Administrator demonstrating
10 that the number of Work Weeks to which they have been credited is incorrect.

11 60. Settlement Checks. The expiration date on the settlement checks will be one hundred
12 and eighty (180) calendar days from the date the settlement checks are issued. Funds represented by
13 uncashed settlement check(s) will be cancelled, and the monies represented by such checks will be
14 directed to the California State Controller's Office pursuant to California's unclaimed property laws in
15 the name of the Participating Class Members whose checks were not cashed. Each settlement check
16 shall contain, on the back of the check, the following endorsement:

17 CONSENT TO JOIN AND FINAL RELEASE OF CLAIMS:

18 By endorsing and cashing this check, I consent to join the action filed against U.S. Growers
19 Cold Storage, Inc. ("U.S. Growers") in *Demar Aparicio v. Lineage Logistics LLC, et al.*, Los
20 Angeles Superior Court, Case No. BC722764 ("the Action"), and release U.S Growers from all
21 claims under federal, state, and local law expressly pleaded in the Action, and all claims under
22 federal, state, and local law that could have been pleaded based on the facts alleged in the
23 Action, including but not limited to wage and hour claims (e.g., claims for alleged unpaid
24 minimum wage or overtime) under the California Labor Code, the Fair Labor Standards Act,
25 and California Business and Professions Code Section 17200.

26 Signature: _____ Dated: _____

27 61. Request for Exclusion Procedures. Any Class Member wishing to be excluded from the
28 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the

1 Settlement Administrator within the Response Deadline. The date of fax or the postmark on the return
2 mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been
3 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
4 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
5 timely submitted. Any Class Member who submits a Request for Exclusion is prohibited from making
6 any objection to the Settlement Agreement.

7 62. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
8 Member who does not affirmatively Request Exclusion of the Settlement Agreement by submitting a
9 timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to
10 the Released Claims, as well as any Judgment that may be entered by the Court if it grants final
11 approval to the Settlement.

12 63. Written Objection Procedures. To object to the Settlement Agreement in writing, a
13 Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before
14 the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all
15 information required by this Settlement Agreement. The postmark date will be deemed the exclusive
16 means for determining that the Notice of Objection is timely. Class Members who fail to object in
17 writing in the specific and technical manner specified above will be deemed to have waived all written
18 objections to the Settlement, and will be foreclosed from making written objections and seeking any
19 adjudication or review of such written objections, whether by appeal or otherwise, to the Settlement
20 Agreement. Aside from these procedures governing written objections, the Court will otherwise
21 control the acceptance of objections prior to or at the final approval hearing. At no time will any of
22 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
23 objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will
24 not represent any Class Members with respect to any such objections to this Settlement.

25 64. Certification Reports Regarding Individual Settlement Payment Calculations. The
26 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which
27 certifies: (a) the number of Participating Class Members from the Settlement Class who have
28 submitted a dispute of Work Weeks; (b) the number of Class Members who have submitted valid

1 Requests for Exclusion or objections; and (c) whether any Class Member has submitted a challenge to
2 any information contained in their Notice Packet. Additionally, the Settlement Administrator will
3 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
4 Agreement as needed or requested.

5 65. Payroll Taxes. In accordance with this Settlement, the transfer of the Maximum
6 Settlement Amount of One Million Dollars and Zero Cents (\$1,000,000.00) approved by the Court
7 shall, to the fullest extent possible, resolve, satisfy and completely extinguish all of Defendant's
8 liability with respect to the Settlement Class except that Defendant shall solely be responsible for the
9 employer portion of the payroll taxes. Upon the transfer of funds to the Settlement Administrator,
10 Defendant shall have no further payment or defense obligation whatsoever with respect to any claims
11 covered by this Settlement made or asserted by any person or entity anywhere in the world in
12 connection with the Class Members.

13 66. Certification of Completion. Upon completion of administration of the Settlement, the
14 Settlement Administrator will provide a written declaration under oath to certify such completion to
15 the Court and counsel for all Parties. Plaintiff and Class Counsel will file a Satisfaction of Judgment
16 within ten (10) calendar days of the submission of said declaration.

17 67. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
18 be allocated as follows: 20% of each Individual Settlement Payment will be allocated as alleged
19 unpaid wages, 40% will be allocated as alleged unpaid interest, and the remaining 40% will be
20 allocated as alleged unpaid penalties. The portion allocated to wages will be reported on an IRS Form
21 W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the
22 Settlement Administrator.

23 68. Administration of Taxes by the Settlement Administrator. The Settlement
24 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
25 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
26 this Agreement. The Settlement Administrator will also be responsible for forwarding all payroll
27 taxes and penalties to the appropriate government authorities.

28 69. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect

1 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on
2 any statement, representation, or calculation by Defendant or by the Administrator in this regard.
3 Plaintiff and Participating Class Members understand and agree that except for Defendant's payment
4 of the employer's portion of any payroll taxes, they will be solely responsible for the payment of any
5 taxes and penalties assessed on the payments described herein.

6 70. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
7 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
8 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
9 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
10 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
11 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
12 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
13 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
14 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
15 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT
16 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
17 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
18 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION
20 OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID
21 ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND
22 (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
23 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S
24 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
25 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
26 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
27 BY THIS AGREEMENT.

28 71. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant

1 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
2 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
3 of action or right herein released and discharged.

4 72. Release of Claims by Class Members. Upon the later of (1) the Effective Date or (2) the
5 date upon which Defendant transfers the Maximum Settlement Amount to the Settlement
6 Administrator, Plaintiff and all Class Members who do not Request Exclusion will be deemed to have
7 fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to
8 all of the Released Parties for any and all Released Claims that accrued during the Released Claims
9 Period.

10 73. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory right
11 for any Class Member to object to, opt out of, or otherwise exclude himself or herself from the
12 settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the settlement
13 submitted by a Class Member shall be construed as relating only to the putative class action claims and
14 shall have no effect whatsoever on the settlement of the PAGA claims.

15 74. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
16 Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval and
17 determination by the Court as to its fairness, adequacy, and reasonableness. Plaintiff will be provided
18 five (5) business days to review and comment on said drafts. Promptly upon execution of this
19 Settlement Agreement, the Parties shall apply to the Court for the entry of an order:

20 a. Scheduling a fairness hearing on the question of whether the proposed
21 settlement, including payment of attorneys' fees and costs, and the Class Representative's
22 enhancement payment, should be finally approved as fair, reasonable and adequate as to the members
23 of the Settlement Class;

24 b. Conditionally certifying the Settlement Class for settlement purposes only;

25 c. Approving, as to form and content, the proposed Notice of Pendency of Class
26 Action and Proposed Settlement;

27 d. Approving as to form and content the proposed Notice Packet;

28 e. Approving the manner and method for Class Members to request exclusion from

1 the Settlement as contained herein and within the Notice of Pendency of Class Action and Proposed
2 Settlement;

3 f. Directing the mailing of the Notice of Pendency of Class Action and Proposed
4 Settlement and Class Action Settlement, by first class mail to the Class Members;

5 g. Preliminarily approving the Settlement subject only to the objections of Class
6 Members and final review by the Court; and

7 h. Enjoining Named Plaintiff and all Class Members from filing or prosecuting any
8 claims, suits or administrative proceedings (including filing claims with the California Division of
9 Labor Standards Enforcement and the LWDA) regarding the Released Claims unless and until such
10 Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

11 75. Duties of the Parties Following Final Court Approval. Following final approval by the
12 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
13 proposed final order of approval and judgment:

14 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
15 adequate, and directing consummation of its terms and provisions;

16 b. Approving Class Counsel's application for an award of attorneys' fees and
17 costs;

18 c. Approving the Class Representative Enhancement Payment to the Class
19 Representative;

20 d. Setting a date when the Parties shall report to the court the total amount that was
21 actually paid to the Class Members; and

22 e. Entering judgment in this Action encompassing Defendant and all members of
23 the Settlement Class, with a reservation of continuing jurisdiction by the Court over the Settlement
24 Agreement and its implementation.

25 f. Posting the judgment on the Settlement Administrator's website for at least 90
26 days after entry by the Court.

27 76. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
28 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other

1 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
2 null and void. Any order or judgment entered by the Court in furtherance of this Settlement
3 Agreement will likewise be treated as void from the beginning.

4 77. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
5 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
6 Approval Order for: (a) conditional class certification of the Settlement Class for settlement purposes
7 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
8 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
9 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
10 Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
11 Settlement, and will include the proposed Notice Packet; i.e., the proposed Notice of Class Action
12 Settlement document, and the Mailing Envelope. Class Counsel will be responsible for drafting all
13 documents necessary to obtain preliminary approval. Defendant agrees not to oppose the Motion for
14 Preliminary Approval.

15 78. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
16 deadlines to postmark Notice Forms, Requests for Exclusion, or objections to the Settlement
17 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
18 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
19 properly payable for (a) Individual Settlement Payments; (b) the LWDA Payment; (c) the Attorneys'
20 Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Claims
21 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than
22 thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting
23 all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
24 the attorneys' fees and costs application to be heard at the final approval hearing.

25 79. Revocation of Settlement Agreement (by Defendant). If more than ten percent (10%) of
26 the Class Members opt out of the Settlement, Defendant may, at its election, rescind the Settlement and
27 all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right of
28 rescission, in writing, to Class Counsel within ten (10) calendar days after the Settlement Administrator

1 notifies the Parties of a greater than ten percent (10%) opt-out rate. If the option to rescind is exercised,
2 then Defendant shall be solely responsible for all costs of the claims administration accrued to that point.

3 80. Termination of Settlement. Either Party may terminate this Settlement if the Court
4 declines to enter the Preliminary Approval Order, the Final Approval Order or final judgment in
5 substantially the form submitted by the Parties, or the Settlement Agreement as agreed does not
6 become final because of appellate court action. The terminating Party shall give to the other Party
7 (through its counsel) written notice of its decision to terminate no later than ten (10) calendar days
8 after receiving notice that one of the enumerated events has occurred. Termination shall have the
9 following effects:

10 a. The Settlement Agreement shall be terminated and shall have no force or effect,
11 and no Party shall be bound by any of its terms;

12 b. In the event the Settlement is terminated, Defendant shall have no obligation to
13 make any payments to any party, class member or attorney, except that the terminating Party shall pay
14 the Settlement Administrator for services rendered up to the date the Settlement Administrator is
15 notified that the settlement has been terminated;

16 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
17 any order of class certification, shall be vacated;

18 d. The Settlement Agreement and all negotiations, statements and proceedings
19 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
20 restored to their respective positions in the Action prior to the settlement;

21 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
22 statements or filings in furtherance of settlement (including all matters associated with the mediation)
23 shall be admissible or offered into evidence in the Action or any other action for any purpose
24 whatsoever.

25 81. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
26 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
27 the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the
28 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the

1 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
2 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this
3 Agreement.

4 82. Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
5 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
6 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

7 83. Confidentiality. The Class Representative and Class Counsel will not make any public
8 disclosure of the Settlement until after the Motion for Preliminary Approval is filed. Class Counsel
9 will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to
10 adhere to, the restriction against any public disclosure of the Settlement until after the Motion for
11 Preliminary Approval is filed. Class Counsel will not include or use the settlement for any marketing
12 or promotional purposes. Class counsel will not be deemed in breach of this section unless notice is
13 provided by Defendant and Class Counsel is given ten (10) days to cure.

14 Following preliminary approval of the Settlement, the Class Representative and Class Counsel
15 will not have any communications with any media other than to direct any media inquiries to the
16 public records of the Action on file with the Court. Nothing herein will restrict Class Counsel from
17 including publicly available information regarding this settlement in future judicial submissions
18 regarding Class Counsel's qualifications and experience.

19 84. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
20 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
21 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
22 Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a
23 written agreement is to be construed according to its terms and may not be varied or contradicted by
24 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms
25 will modify, vary or contradict the terms of this Agreement.

26 85. Amendment or Modification. This Settlement Agreement may be amended or modified
27 only by a written instrument signed by the named Parties and counsel for all Parties or their
28 successors-in-interest.

1 86. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties
4 pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents
5 required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will
6 cooperate with each other and use their best efforts to effect the implementation of the Settlement. If
7 the Parties are unable to reach agreement on the form or content of any document needed to
8 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate
9 the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
10 disagreement.

11 87. Signatories. It is agreed that because the members of the Class are so numerous, it is
12 impossible or impractical to have each member of the Class execute this Settlement Agreement. The
13 Notice of Pendency of Class Action and Proposed Settlement, attached hereto as Exhibit “A,” will
14 advise all Class Members of the binding nature of the release, and the release shall have the same
15 force and effect as if this Settlement Agreement were executed by each member of the Class.

16 88. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
17 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

18 89. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
19 will be governed by and interpreted according to the laws of the State of California.

20 90. Execution and Counterparts. This Settlement Agreement is subject only to the
21 execution of all Parties. However, the Agreement may be executed in one or more counterparts. All
22 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
23 will be deemed to be one and the same instrument provided that counsel for the Parties will exchange
24 among themselves original signed counterparts.

25 91. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm’s-length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each

1 represented by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may execute a
3 declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in
4 its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is
5 objectively fair and reasonable.

6 92. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
8 possible consistent with applicable precedents so as to define all provisions of this Settlement
9 Agreement valid and enforceable.

10 93. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this
11 Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms
12 herein.

13 94. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
14 certification for purposes of this Settlement only; and either party may appeal any court order that
15 materially alters the Settlement Agreement's terms.

16 95. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
18 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
19 state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute
20 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
21 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
22 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
23 any of the negotiations connected with it, shall be construed as an admission or concession by
24 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
25 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
26 shall not be offered or received as evidence in any action or proceeding to establish any liability or
27 admission on the part of Defendant or to establish the existence of any condition constituting a
28 violation of, or a non-compliance with state, federal, local or other applicable law.

1 96. Captions. The captions and section numbers in this Agreement are inserted for the
2 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
3 provisions of this Agreement.

4 97. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
5 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
6 further waiver by such party of the same or any other condition, covenant, right or remedy.

7 98. Enforcement Actions. In the event that one or more of the Parties institutes any legal
8 action or other proceeding against any other Party or Parties to enforce the provisions of this
9 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties
10 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
11 including expert witness fees incurred in connection with any enforcement actions.

12 99. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
13 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
14 one party than another merely by virtue of the fact that it may have been prepared by counsel for one
15 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all
16 Parties have contributed equally to the preparation of this Agreement.

17 100. Representation By Counsel. The Parties acknowledge that they have been represented
18 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
19 Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further,
20 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

21 101. All Terms Subject to Final Court Approval. All amounts and procedures described in
22 this Settlement Agreement herein will be subject to final Court approval.

23 102. Notices. Unless otherwise specifically provided herein, all notices, demands or other
24 communications given hereunder shall be in writing and shall be deemed to have been duly given as
25 of the third business day after mailing by United States registered or certified mail, return receipt
26 requested, addressed as follows:

27 To Plaintiff and the Settlement Class:

1 Kane Moon, Esq.
2 H. Scott Leviant, Esq.
3 MOON & YANG, APC
4 1055 W. Seventh Street, Suite 1880
5 Los Angeles, CA 90017

6 To Defendant U.S. Growers Cold Storage, Inc.:
7 Adam Y. Siegel, Esq.
8 Zoe Yuzna, Esq.
9 JACKSON LEWIS P.C.
10 725 South Figueroa Street, Suite 2500
11 Los Angeles, CA 90017

12 103. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
13 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
14 Settlement Agreement.

15 104. Integration Clause. This Settlement Agreement contains the entire agreement between
16 the Parties relating to the settlement and transaction contemplated hereby, and all prior or
17 contemporaneous agreements, understandings, representations, and statements, whether oral or written
18 and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be
19 waived except in writing.

20 105. Binding Agreement. The Parties warrant that they understand and have full authority to
21 enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding
22 on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
23 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
24 under state or federal law.

25 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
26 Stipulation of Class Settlement and Release between Plaintiff and Defendant as of the date(s) set forth
27 below:
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SIGNATURES

READ CAREFULLY BEFORE SIGNING

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PLAINTIFF

Dated: 2/12/2020

DocuSigned by:

BCD52077F23940D...
Plaintiff Demar Aparicio

DEFENDANT

U.S. Growers Cold Storage, Inc.

Dated: _____

Angelo Antoci
President

APPROVED AS TO FORM


Dated: _____

JACKSON LEWIS P.C.

BY: _____
ADAM Y. SIEGEL
ZOE YUZNA
Attorneys for Defendant
U.S. Growers Cold Storage, Inc.

Dated: February 18, 2020

MOON & YANG, APC

BY: 
KANE MOON
H. SCOTT LEVIANT
Attorneys for Plaintiff
Demar Aparicio

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

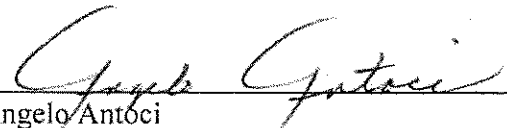
Dated: _____

Plaintiff Demar Aparicio

DEFENDANT

U.S. Growers Cold Storage, Inc.

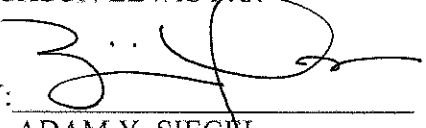
Dated: 2/12/20



Angelo Antoci
President

APPROVED AS TO FORM

Dated: 2/21/2020

JACKSON LEWIS P.C.

BY: _____
ADAM Y. SIEGEL
ZOE YUZNA
Attorneys for Defendant
U.S. Growers Cold Storage, Inc.

Dated: _____

MOON & YANG, APC

BY: _____
KANE MOON
H. SCOTT LEVIANT
Attorneys for Plaintiff
Demar Aparicio

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES
DEMAR APARICIO V. LINEAGE LOGISTICS LLC, ET AL., CASE NO. BC722764**

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE WORKED AT U.S. GROWERS COLD STORAGE, INC. AS A NON-EXEMPT EMPLOYEE DURING THE PERIOD SEPTEMBER 21, 2014 TO NOVEMBER 17, 2017, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, READ THIS NOTICE CAREFULLY.

- A proposed class action settlement (“the Settlement”) has been reached between plaintiff Demar Aparicio (“Plaintiff”), on behalf of himself and the below-defined Class Members, and Defendant U.S. Growers Cold Storage, Inc. (“Defendant”).
- The Settlement resolves a putative class action lawsuit alleging that Defendant: failed to pay minimum wage and/or overtime wages for all hours worked; failed to provide reimbursement for business-related expenses; failed to provide proper meal and rest periods; failed to provide accurate itemized wage statements; failed to timely pay final wages; engaged in unfair competition; and violated the Private Attorneys General Act (the “Action”).
- Defendant has denied, and continues to deny, the factual allegations and legal claims asserted in the Action and believes that Plaintiff’s claims have no merit. By agreeing to this Settlement, Defendant is not admitting liability on any of the factual allegations or claims asserted in the Action, or that the Action can or should proceed as a class action. Defendant has agreed to settle the Action solely for economic efficiency.
- The Settlement provides for settlement payments based on the number of work weeks you worked for Defendant as a non-exempt employee, at any time from September 21, 2014 to November 17, 2017.

Your estimated minimum settlement payment and covered work weeks worked during the relevant period are printed on the enclosed sheet.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	Subject to the Court’s final approval of the Settlement, you will receive a settlement payment at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator). In exchange, you will give up your claims in this case within the scope of the release set forth below.
EXCLUDE YOURSELF	If you submit a Request for Exclusion, you will <u>not</u> receive a settlement payment but you will keep your claims against Defendant. You are not permitted to object to the Settlement if you exclude yourself from the Settlement.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection and supporting papers to the Settlement Administrator that is postmarked or faxed no later than [+60 days from date of mailing] .

- **These rights and options, and how to exercise them, are explained in more detail in this notice.**
- **The Court handling this case still has to decide whether to grant final approval of the Settlement. Settlement payments will only be issued if the Court grants final approval of the Settlement.**
- **Additional information regarding the Settlement is available through the Settlement Administrator Class Counsel, or Defendant’s counsel, whose contact information is provided in this notice.**

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you have worked at least one work week for U.S. Growers Cold Storage, Inc. as a non-exempt employee at some point from September 21, 2014 to November 17, 2017. This notice explains the Action, the Settlement, and your legal rights.

2. What is the Action about?

The lawsuit is known as *Demar Aparicio v. Lineage Logistics LLC, et al.*, and is pending in the Superior Court of California for the County of Los Angeles, Case No. BC722764 (the "Action"). Demar Aparicio is called the Plaintiff, and the company he sued, U.S. Growers Cold Storage, Inc., is called the Defendant. Lineage Logistics, LLC was dismissed from the lawsuit.

The Action generally involves claims under California's wage and hour laws. Plaintiff worked for Defendant as a non-exempt employee. He alleges that Defendant did not: properly pay minimum wage and overtime compensation for all hours worked; provide meal and rest periods in compliance with California law; reimburse employees for all necessary business expenditures; provide itemized wage statements in compliance with California law; and pay timely final wages upon separation of employment. Plaintiff further claims that Defendant engaged in unfair competition and violated the California Private Attorneys' General Act ("PAGA"). As a result, Plaintiff alleges that he and the Settlement Class (defined in response to Question 4 below) are entitled to recover unpaid wages, interest, and statutory and civil penalties.

Defendant denies all of Plaintiff's claims, denies that it violated the law in any way, and has agreed to settle the Action solely for economic efficiency. The Court has not decided whether there is any merit to Plaintiff's claims. However, both Plaintiff and Defendant believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the of the Settlement Class members.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "Plaintiff" sues on behalf of people who the Plaintiff alleges have similar claims. All of these people are part of a putative "class" or putative "class members." If the Court certifies the putative class, the Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Ann I. Jones issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

"Class Members" or the "Settlement Class" means all former non-exempt employee who have worked for Defendant in California at any time between September 21, 2014 to November 17, 2017.

5. Why is there a settlement?

After conducting substantial fact discovery, including but not limited to reviewing policies, payroll records, time records, and emails, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the claims asserted in the Action, denies that it has violated any laws, and believes it has at all times paid its nonexempt employees correctly and fully complied with all applicable laws. Plaintiff and his lawyers think the Settlement is in the best interests of all Settlement Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of \$1,000,000.00. Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not

to exceed \$333,333.33, or one-third of the Maximum Settlement Amount), attorneys' actual costs (not to exceed \$12,000), Class Representative Enhancement Awards to the Plaintiff for his service to the Class (not to exceed \$10,000), payment of \$37,500 to the State of California Labor and Workforce Development Agency for alleged civil penalties under the PAGA, and the fees and expenses of the Settlement Administrator, Phoenix Settlement Administrators (estimated not to exceed \$9,000). The Settlement Administrator will distribute the remaining Net Settlement Amount to Settlement Class Members who do not opt out ("Participating Class Members") pursuant to the formula described below.

Individual Settlement Payment: The Net Settlement Amount will be distributed to Participating Class Members as follows:

Compensable work weeks will be all work weeks Participating Class Members worked for Defendant between September 21, 2014 to November 17, 2017. The dollars per compensable Work Week ("Work Week Value") will be calculated by dividing the Net Settlement Amount by the total number of Work Weeks worked by the Participating Class Members. The Work Week Value will be multiplied by the number of Work Weeks worked as a member of the Settlement Class during the period from September 21, 2014 to November 17, 2017 to determine the distribution for the Participating Class Member. All Participating Class Members will be entitled to payment for at least one Work Week.

20% of the Individual Settlement Award paid to each Participating Class Member shall be reported on an IRS Form W-2 as unpaid wages subject to all applicable tax withholdings. 80% of the Individual Settlement Award paid to each Participating Class Member shall be reported on an IRS Form 1099 as non-wage penalties and interest not subject to payroll tax withholdings. Each Participating Class Member will be responsible for correctly characterizing the compensation for tax purposes and for payment of any taxes on any amount received. Defendant will be responsible for paying its share of payroll taxes.

Your estimated minimum settlement payment is [Estimated Payment] and your covered Work Weeks worked between September 21, 2014 to November 17, 2017 are [Work Weeks]. To the extent you dispute the number of Work Weeks, you must make your dispute ("Work Week Dispute") in writing and send it to the Settlement Administrator via fax or mail. Your Work Week Dispute must be postmarked or faxed no later than [+60 days from date of mailing] (the "Response Deadline") to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Work Weeks you contend is correct; and (c) any evidence supporting your contention. Defendant's records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Work Week Disputes, and its decisions will be final and non-appealable.

The Settlement will become final on the Effective Date. The Effective Date of the Settlement will be 65 days after the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class if there are no written objections to the proposed Settlement, or if written objections are filed with the Court and later withdrawn or denied. If written objections are filed which are *not* later withdrawn or denied, the Effective Date of the Settlement is five (5) business days after the period for filing any appeal opposing the Court's final Order, or five (5) business days after any appeal has been finally and conclusively dismissed.

Once the Settlement becomes final (as defined above), Defendant will have 21 days to deposit the settlement funds into a bank account. Within 14 days after Defendant deposits the funds, the settlement payments to Participating Class Members will be made, in addition to any service payments to the Class Representatives, and any payment to Class Counsel for their awarded attorneys' fees and expenses.

7. What am I giving up in exchange for the settlement benefits?

In exchange for the settlement payment, each member of the Settlement Class who does not submit a valid Request for Exclusion (defined in response to Question 10 below), *i.e.*, Participating Class Members, will release Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims (defined below), and Defense

counsel of record in the Action (collectively, the “Released Parties”), of all claims under state, federal or local law, whether statutory, common law or administrative law, arising out of the claims expressly pleaded in the Action and all other claims that could have been pleaded based on the facts pleaded in the Action, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; failure to provide rest periods and/or pay penalties for missed rest periods; failure to provide meal periods and/or pay penalties for missed meal periods; itemized wage statement violations; waiting time penalties; unfair competition; declaratory relief; and claims for violation of the PAGA; including, but not limited to, injunctive relief; punitive damages; liquidated damages, penalties of any nature; interest; fees including but not limited to California Code of Civil Procedure 1021.5; costs; and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the operative Complaint from September 21, 2014 to November 17, 2017 (collectively, “Released Claims”). Further, those Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Payment checks will be deemed to have opted in for purposes of the Fair Labor Standards Act (“FLSA”) and to have released all of the Released Parties of all minimum wage and overtime claims which arose under the FLSA during the Class Period.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

Subject to the Court’s final approval of the terms of the Settlement, you will automatically be sent a settlement payment at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator) in exchange for which you will release the Released Parties for any of the Released Claims (as defined in Section 7 above).

9. When will I get my check?

Checks will be mailed to Participating Class Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the Settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. Please also be advised that you will only have 180 days from the date that the checks are issued to cash them. If you do not cash your check within 180 days of the date of its issuance, your Individual Settlement Payment shall be voided. The funds from all checks that are not cashed within 180 days will be transmitted to the California State Controller’s Office pursuant to California’s unclaimed property laws in the name of the Participating Class Members whose checks were not cashed. Please note that in the event that you do not cash your Individual Settlement Payment check, you shall nevertheless remain bound by the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a written Request for Exclusion to the Settlement Administrator to “opt out” of the Settlement. The Request for Exclusion must be in writing and must : (a) be signed; (b) contain your name, address, telephone number, and the last four digits of your Social Security number; and (c) clearly state that you do not wish to be included in the Settlement. The Request for Exclusion must be postmarked or faxed no later than the Response Deadline, **[+60 days from date of mailing]** to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

The date of the fax or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a “Participating Class Member” and will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

11. If I exclude myself, can I get anything from the settlement?

No. If you ask to be excluded, and the Settlement is granted final approval by the Court, you will not get a settlement payment and you will not be bound by the Settlement. You are also prohibited from objecting to the Settlement if you exclude yourself from the Settlement.

OBJECTING TO THE SETTLEMENT

12. How do I object to the Settlement?

If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear in person at the Final Approval Hearing and state your objections to the Court, you can have an attorney object for you, or you can submit a simple written statement of objection to the Settlement Administrator. The written objection must be faxed or postmarked no later than the Response Deadline, **[+60 days from date of mailing]** to:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863

If you submit a written objection to the proposed Settlement, it must include: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number, (b) a written statement of all grounds for your objection accompanied by any legal support for your objection, and (c) copies of any papers, briefs, or other documents upon which your objection is based. If you fail to object in the manner and by the deadline specified in this Notice, the Court may find that you have waived your objection. However, in the discretion of the Court, any Participating Class Member, or person purporting to object on behalf of any Participating Class Member, may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Settlement Administrator.

13. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. By submitting an objection you are not excluding yourself from the Settlement; you will remain eligible to receive monetary compensation from the Settlement and be bound by the Settlement if the Court grants final approval. Please note that you cannot both object to the Settlement and exclude yourself from the Settlement. You can only choose one of those options (but you can also choose to do nothing if you have no objections and just want to get a payment).

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will automatically receive a payment from this Settlement as described above and you will be bound by the release of claims, subject to the Court's final approval of the terms of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have not asked to exclude yourself from the Settlement, you may attend and you may ask to speak, but you don't have to.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval/Settlement Fairness Hearing on **[insert time/date]** in Department 11 at the Superior Court of California for the County of Los Angeles, located at 312 N. Spring St., Los Angeles, 90012. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have asked to speak at the hearing. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of at least 90 days following the entry of that Order in the Court record. That website is: <<**[website]**>>.

16. Do I have to come to the hearing?

No. Class Counsel and Defendant's counsel will answer any questions the judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay (at your own expense) another lawyer to attend, but it is not required.

17. May I speak at the hearing?

If a Participating Class Member wishes to appear at the Final Approval Hearing and orally present his or her objection to the Court, the Court will determine whether and for how long any Participating Class Member may be received or considered by the Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or delivered to the Parties.

GETTING MORE INFORMATION

18. How do I get more information?

This Settlement Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator at [Phone Number] with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the FIRST AMENDED JOINT STIPULATION OF CLASS AND PAGA RELEASE BETWEEN PLAINTIFF DEMAR APARICIO, ON BEHALF OF HIMSELF AND ALL OTHERS SIMILARLY SITUATED, AND DEFENDANT U.S. GROWERS COLD STORAGE, INC. attached to the Supplemental Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Preliminary Approval, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of California for the County of Los Angeles, 312 N. Spring St., Los Angeles, 90012.

All inquiries by Class Members regarding this Notice and/or the Settlement should be directed to the Settlement Administrator or Counsel for the Parties, at the addresses set forth below.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.