Assigned for all purposes to: Santa Monica Courthouse, Judicial Officer: Craig Karlan

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ARDESHIR HAERIZADEH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ARDESHIR HAERIZADEH, an individual, Plaintiff, v. LANDEC CORPORATION, a Delaware Corporation; and APIO INC., a Delaware Corporation and a wholly owned subsidiary of LANDEC; and DOES 1-100, Defendants.	**CASE NO.** *Unlimited Jurisdiction* *Assigned for all Purposes to* **COMPLAINT FOR:** 1. BREACH OF EMPLOYMENT CONTRACT; 2. BREACH OF HOLDBACK AGREEMENT; 3. DECLARATORY RELIEF; 4. ACCOUNTING.

Plaintiff, ARDESHIR HAERIZADEH, an individual ("Plaintiff") alleges as follows:

FACTS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff ARDESHIR HAERIZADEH is an individual, over the age of eighteen, and a resident of the City of Sant Monica, County of Los Angeles, State of California.

2. Plaintiff is the founder and former Chief Executive Officer of Yucatan Foods, L.P. ("Yucatan").

3. Plaintiff is informed and believes, alleging thereon that Defendant Apio, Inc.,

aka Curation Foods, is a Delaware corporation, and is a wholly owned subsidiary of Defendant LANDEC CORPORATION, which is also a Delaware corporation (collectively "LANDEC" the "Company" or "Defendant") with its principal place of business and headquarters in Santa Maria, California.

4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1 through 100 inclusive, and therefore sue such defendants by such fictitious names. Plaintiffs informed and believes, alleging thereon, that each of said DOE defendant is in some manner responsible for the damages , breaches, and tortious acts alleged and claimed herein, are agents, employers, employees, assigns, assignees, contractors, superiors or otherwise related to other defendants or other individuals who may be liable to Plaintiff, and when the true names, identities and capacities of said defendants are ascertained, Plaintiff will amend this complaint to alleges the same.

5. Plaintiff alleges on information and belief that each of the defendants herein, at all relevant times herein were and still are the agents, employees, or representatives of each of the other defendants, and at all times mentioned in this complaint, were acting within the scope of such agency, employment or representative capacity. Plaintiff allege further on information and belief that there exists, and at all times herein mentioned there existed, a unity of interest and ownership between Defendants, such that any individuality and separateness between said corporate or company Defendants have ceased, that adherence to the fiction of the separate existence of the Defendants would permit an abuse of the company privilege, would sanction fraud and promote injustice, and would unfairly limit Plaintiff's recovery solely to the assets of the business entities, and that the individual Defendants are the alter egos of the companies named herein, that the corporate structure was not properly maintained, and/or there existed a unity of financial interest between the corporation/companies and the individuals, thereby warranting the piercing of the company veil which unfairly and unjustly shrouds the company Defendants.

Plaintiff as Visionary and Founder of Yucatan

6. Three decades ago, as a young college graduate, having just completed his

studies in Food Science and Technology at the University of California, Davis, Plaintiff began evaluating options for using this new-found knowledge in the food industry. He was enamored with the health benefits of Avocados, and after working for an avocado manufacturing company for several months, decided to engage in manufacturing and selling avocado related products as a career. Naturally, his investigation began in the guacamole industry, where Plaintiff's review of the competitive landscape of consumer guacamole products revealed significant opportunities for quality offering and improvements. Plaintiff observed that most guacamole products in grocery stores had a variety of other ingredients mixed with avocados, and very few had chunks of avocados in the product, instead most were blended or almost liquefied. Plaintiff sought to correct this deficiency.

7. Believing in his vision, Plaintiff began a nascent business, literally out of the trunk of his vehicle, where he would load the guacamole manufactured in the prior days, and drive to restaurants in the Los Angeles area to provide them samples comparing the quality and texture with their existing products. He would literally set up appointments with restaurants, and drive from restaurant to restaurant during the days, and then reach out to new restaurants on subsequent days. Plaintiff's work ethic and determination bore fruit, such that one after the other, restaurants realized his superior product and became his customers.

8. With that inroad into the industry, Plaintiff then saw the opportunity to expand by manufacturing product for sale in grocery stores. In addition to the superior quality and taste of his product, Plaintiff also insured that the guacamole had chunks of avocado, which he knew the consumers preferred, but could not readily find in the marketplace, and so he launched the highest avocado content guacamole product (95% avocado) into the retail market.

9. Plaintiff named the company "Yucatan Foods", and over the years expanded its business from a three man operation out of the trunk of his car, to a company with growing sales, boasting some of the most recognizable national retailers, like Ralphs, Publix, Kroger, Walmart, Whole Foods, Albertsons (owner of Vons, Safeway and

Pavilions), Sams Club, and the like as its customers. The annual sales of the company also grew year after year, and eventually this small operation became the second largest retail guacamole company in the United States, and the largest in Canada, with sales exceeding $50 Million per year by 2017.

10. Indeed, by 2017, Yucatan had endured and overcome multiple trials and obstacles faced by a rapidly growing business, and boasted its well-recognized products in both the grocery and produce sections of supermarkets nationwide. It also began streamlining its business such that Yucatan built its own manufacturing facility in Mexico.

11. With that expansion, Yucatan needed significant capital to continue its growth, and had become an acquisition target for various companies in the food industry, such that in 2018, having several serious suitors, Yucatan eventually agreed to terms with Defendant, LANDEC to acquire its assets.

12. On December 1, 2018 LANDEC acquired Yucatan, whereupon all interests of Yucatan and all shares of capital stock of its General Partner, Camden Fruit Corp., a Delaware corporation, were transferred to LANDEC.

13. Plaintiff is informed and believes, alleging thereon, that at all times relevant herein, LANDEC was a publicly traded corporation, with its shares trading on the NASDAQ exchange.

14. Upon consummation of the transaction, Plaintiff entered into an Employment Agreement with LANDEC, a true and correct copy of which is attached hereto, labeled Exhibit "1" and incorporated herein by reference.

15. However, LANDEC negotiated provisions in the transaction holding back approximately $20 Million from the purchase price, which amount (described as shares of LANDEC stock on the transaction date) would be paid to the holders of Yucatan's equity in portions over the years, with half of the equity due in 3 years and the other half in 4 years after the transaction date. Plaintiff is the largest equity holder of Yucatan holding a 66.8 % stake through his ownership of stock in the general partner, Camden Fruit. These terms were specified in a separate document entitled a Holdback Agreement between LANDEC

and the Yucatan Equity Holders, whereby approximately $20 Million of stock value was to be paid to the Equity holders on dates and amounts provided in the Holdback Agreement. A true and correct copy of the Holdback Agreement between LANDEC and the Holders including Plaintiff is attached hereto, labeled Exhibit "2" and incorporated herein by reference.

16. From and after December 1, 2018, Plaintiff worked for LANDEC as Vice President of Avocado Products, with his duties and oversight limited by the terms of his new employment.

17. As part of the transaction, LANDEC also acquired Yucatan's manufacturing plant in Mexico, entitled the Tanok Facility. At the time of the sale to LANDEC, Yucatan was in the process of designing a wastewater treatment operation for the Tanok facility, since the City where the facility was based had prohibited Tanok from discharging part of their waste water to the City's water treatment facility. However, Plaintiff and Yucatan had learned from counsel that once they commence the construction of the wastewater treatment facility, the Tanok facility would be deemed in compliance under Mexican law, and no government actions would be taken against it. Plaintiff is informed and believes, alleging thereon that Yucatan notified LANDEC of the same prior to the acquisition, and thus LANDEC knew that it would need to commence some steps toward the construction of the Tanok water-treatment facility in order to be in compliance with the law. In fact, one of the driving forces for the transaction was that Yucatan did not have the cash to begin such construction, and LANDEC was to begin the process immediately after the acquisition of Yucatan.

18. Plaintiff is informed and believes that as a result of these and other disclosures during negotiations, LANDEC had questions as to the environmental compliance obligations of Yucatan before consummating the transaction. Consequently, LANDEC notified Plaintiff that they wanted him removed from any environmental compliance oversight or responsibilities from and after the acquisition, and limited his work, duties and responsibilities over the operation of the Tanok facility.

19. In fact, from and after December 1, 2018, although Plaintiff was hired as an employee of LANDEC to continue certain aspects of the Tanok operation, he no longer had the right to hire and fire personnel for the Tanok facility, and his recommendations for hiring and firing workers were ignored or simply not followed. Similarly, during his employment with LANDEC, Plaintiff's supervisory oversight and authority was restricted in many other areas of the business, and he was purposefully marginalized from operations and officially excluded from environmental compliance issues.

20. However, unbeknownst to Plaintiff, and without his input or advice, LANDEC delayed for months any activity on commencing construction of any wastewater treatment facility after the acquisition of Yucatan.

21. Additionally, LANDEC had negotiated with the holders of Yucatan equity, that various expenditures toward overall environmental risk and compliance for the Tanok facility, including the water-treatment, permits, ammonia risk, and others would be deducted from the holdback amount, up to a $6 Million cap on such deductions. As a result, during his employment, Plaintiff was interested in monthly environmental expenditures to ensure that such funds were proper and actually expended.

22. In or about August, 2019, Plaintiff noticed very large payments attributed to environmental compliance, paid to a third party whose name Plaintiff was unfamiliar with. Consequently, Plaintiff inquired into these expenditures, and was informed by other LANDEC employees that such expenditures were to a vendor for exporting wastewater, and that the amounts were large because the vendor had to bribe government officials. Plaintiff immediately voiced his objections to senior executives of LANDEC with respect to the bribery of government officials and to the exorbitant amounts being spent which he understood LANDEC was planning on deducting from the funds to be paid to him and other holders pursuant to the Holdback Agreement.

23. Thereafter, in or about October 15, 2019, Plaintiff was advised by Albert Bolles, CEO of LANDEC at the time and Dawn Kimbvall, Senior Vice President and Chief People Officer, that an investigation was proceeding, that he was being placed on effective

paid leave pending the investigation, that he was not to perform any work or services, that he would continue being paid his salary, and that he would be contacted by LANDEC for next steps and withing two weeks would be back at work. Plaintiff was then sidelined, without access to his emails or any correspondence or communications with other employees about the daily business of LANDEC or the Tanok facility. Plaintiff dutifully obliged, awaiting further contact or information.

24. However, for approximately 3 months, nobody at LANDEC contacted him, and Plaintiff, refrained from contacting LANDEC, including the very same Yucatan employees that he had built a relationship with over many years on a daily basis.

25. Plaintiff is informed and believes, thereon alleging that LANDEC, in response to Plaintiff's objections, began an investigation into the bribery of government officials in the latter part of 2019. Plaintiff is further informed and believes that the Company began directing that investigation and seeking testimony from employees at the Tanok facility in order to find ways to falsely attribute blame for the bribery on Plaintiff in an attempt to manufacture a for-cause termination, and then avoid the balance of the $20 Million payment due Plaintiff and the other holders under the Holdback Agreement.

26. Plaintiff is further informed and believes that the in-house investigation by LANDEC was far from any genuine effort at fact-finding, and instead an orchestrated witch hunt intended to falsely shroud blame solely on Plaintiff. Plaintiff is further informed and believes that neither Plaintiff's complaints or objections were properly evaluated, and instead, self-serving testimony from other LANDEC employees who doubtless knew of the briberies were accepted or encouraged to shift blame toward Plaintiff.

27. By January 2020, Plaintiff having been in the complete dark as to the alleged investigation, and not having been contacted by anyone regarding any alleged investigation, reached out to Albert Bolles at LANDEC inquiring as to why nobody had contacted him. In response, he was contacted by an attorney for LANDEC claiming he was unaware that Plaintiff was waiting for a call, and asked Plaintiff to visit with him to give a statement. However, by that time, Plaintiff had learned from public press reports of LANDEC that it

had conducted an investigation and Plaintiff learned that LANDEC, without ever contacting him or seeking his testimony on any issue, was already directing blame on the bribery to events that predated the acquisition of Yucatan by LANDEC. In addition, Plaintiff learned that LANDEC was proclaiming to have self-reported their findings to the United States Department of Justice.

28. This course of conduct, coupled with the manner in which Plaintiff was marginalized and sidelined, and the prospect of criminal blame being falsely directed at him, led Plaintiff to seriously question and doubt LANDEC's intentions as well as the truth of information LANDEC was circulating or gathering.

29. Furthering this dubious course of conduct, in January and February 2020 LANDEC's attorney demanded that Plaintiff meet with him and answer questions. In response, Plaintiff asked to be given access to some information, and access to his own emails and communications to refresh his recollection of events before speaking with counsel on what he understood to have criminal consequences, and Plaintiff was told that LANDEC would not allow him such access, and that whatever information they learned from Plaintiff, at LANDEC's discretion, they may or may not choose to share with the Department of Justice. Plaintiff, other than being paid a salary, had no other privilege of an employee, much less someone of his title from October 2019 through February 2020. Irrespective of this reality and complete lack of access to basic information that any employee would have, he received a letter from LANDEC commanding him to meet with LANDEC's counsel to furnish information about an investigation. In fact, in spite of the clear criminal ramifications that LANDEC's investigation had spawned, LANDEC would not agree to have a common interest privilege protecting the disclosure, was trying to use the interview as a means to conduct unilateral discovery in what was clearly a civil dispute formulating between LANDEC and Plaintiff, and refused to allow Plaintiff or his counsel to record the discussion at such meeting in order to preserve Plaintiff's rights and the accuracy of events. LANDEC would simply not allow Plaintiff the ability to obtain any information in advance, and wanted to gain an advantage seeking testimony that could be

used to incriminate Plaintiff in a government investigation and in the inevitable civil dispute. Given the adversarial nature of the proposed meeting, Plaintiff objected to the meeting under the terms and conditions which LANDEC had unilaterally imposed, but continued to be willing to exchange information. In fact, even after LANDEC submitted its report to the DOJ, months later, LANDEC refused Plaintiff's request for a copy of such report to ensure its accuracy and completeness.

30. Plaintiff is informed and believes that without considering his requests for information at such meeting, and because LANDEC's goal was to contrive an excuse for terminating Plaintiff rather than conducting a genuine or thorough investigation, the Company formally terminated Plaintiff via a written letter dated February 11, 2020 claiming breach of the Employment Agreement without specifying which part of the Employment Agreement was allegedly breached, and further claiming that there existed some undefined breaches that could not be cured in spite of the cure provisions in the Employment Agreement. Plaintiff is further informed and believes that LANDEC's goal was to terminate Plaintiff, blame any bribery issues on him, ignoring his voiced objections, and without his having a legitimate or bona-fide opportunity to defend himself or provide testimony, all with the goals of diverting true blame for any alleged bribery, and most importantly to find reasons to avoid paying some or all of the substantial money due the holders including Plaintiff pursuant to the Holdback Agreement.

31. Plaintiff alleges that his termination of employment on February 11, 2020 was without cause as that term is defined in the Employment Agreement, and that consequently, pursuant to Section 7(d) of the Employment Agreement, among other items, the Company must pay him the Accrued Benefits, a pro-rated portion of any annual bonus which the employee is entitled to with respect to the fiscal year in which such termination occurs based on year-end performance, and an additional 12 months of Plaintiff's base salary following termination. Defendants have failed to pay Plaintiff his salary, his annual bonus and other benefits, due him, all of which constitutes a violation of the terms of the Employment Agreement.

32. In addition, Plaintiff is informed and believes that pursuant to Section 3 of the Holdback Agreement the Holdback period is subject to early termination in the event of Plaintiff's termination without cause. In such event, fifty percent of the subject shares become due on the date of termination and the remaining fifty percent of the subject shares are due on the year anniversary of the termination. However, in violation of the terms of the Holdback Agreement, LANDEC has refused to pay 50% of the Subject shares upon Plaintiff's termination. Further, in correspondence with LANDEC's counsel, LANDEC has taken the position that they will not pay any of the Subject Shares, regardless of when such shares would be due because LANDEC claims Plaintiff was terminated with cause, and that LANDEC suffered harm and damages entitling it to withhold all the Subject Shares.

33. Accordingly, in addition to Plaintiff alleging that LANDEC breached the Employment Agreement and the Holdback Agreement, a dispute has arisen between the parties as to what amounts are to be paid to Plaintiff as a holder of shares, when such remaining amounts are to be paid, and what amount if any, LANDEC can legitimately deduct from the Subject shares pursuant to the environmental carve-out agreed to between the Parties.

FIRST CAUSE OF ACTION FOR

BREACH OF EMPLOYMENT CONTRACT

(Against All Defendants)

34. Plaintiff hereby incorporates paragraphs 1 through 33 of this complaint, as though again stated in full.

35. At all relevant times herein, Plaintiff and Defendants were parties to the written Employment Agreement dated December 1, 2018, which included the terms and conditions of Plaintiff's employment, as well as consequences for termination.

36. At all times relevant hereto, Plaintiff has performed all required duties under the Employment Agreement.

37. On February 11, 2020, the Company terminated Plaintiff without proper cause, falsely alleging he breaching the Employment Agreement by not attending a

proposed meeting with the Company's board and counsel. Despite this assertion, the Company fails to point to which portion of the Employment Agreement Plaintiff allegedly breached. Plaintiff is informed and believes, alleging thereon that the Company's intention in vaguely claiming cause for termination is to contest the remaining monies due the Holders and as provided in the Holdback Agreement and to avoid payments due Plaintiff under the Employment Agreement.

38. As Plaintiff was terminated without cause, he was due an additional twelve months salary pursuant to Section 7(d)(iii) of the Employment Agreement. Plaintiff's salary was last paid on February 11, 2020, his termination date. Plaintiff's salary was due to be paid monthly by the 11th of each month thereafter in the amount of $27,083 (less regular withholdings), none of which has been paid by the Company and therefore the Company is in breach of the Employment Agreement from and after February 11, 2020.

39. Further, Plaintiff's Annual Bonus is owed to him as provided in Section 7(d)(ii) of the Employment Agreement. Section 4 of the Employment Agreement describes his Annual Bonus based on the objectives communicated to Plaintiff for Fiscal Year 2019 which has not been paid and is owed, as well as his pro-rated bonus for Fiscal Year 2020. Plaintiff is informed and believes that the value of the bonus is 40% of Plaintiff's base salary of $325,000 per year, hence $130,000 is owed for Fiscal Year 2019, ended May 30, 2019 given the closing of LANDEC's fiscal year. In violation of the Employment Agreement, LANDEC failed to pay Plaintiff his bonus for 2019, which amount was due prior to his being terminated.

40. In addition, Plaintiff's bonus for Fiscal Year 2020 was due him for the period June 1, 2019 through May 31, 2020. Plaintiff is informed and believes that the bonus for the entire Fiscal Year 2020 is owed to him, without any proration based on his termination date, because he was terminated without proper cause, and hence his salary for 12 months following the termination was owed him, and naturally his bonus for the FY 2020 would have extended to May 31, 2020 at a minimum.

41. These amounts are owed by the Company and have not been paid, therefore

rendering the Company in further breach of the Employment Agreement.

42. In addition, Section 5(d) of the Employment Agreement provides that the Company must reimburse Plaintiff "for all reasonable out-of-pocket expenses incurred and paid" by Plaintiff during the Employment Term. Plaintiff has incurred in excess of $100,000 in out-of-pocket legal fees which were a reasonable and necessary business expense to address the criminal impacts of the Company's investigation on behalf of the Department of Justice, and Plaintiff continues to incur such costs and expenses in amounts to be proven at trial. Since these fees were all incurred while the Company maintained Plaintiff as an employee, and particularly during a time he was cut-off from access to the Company personnel, information and documents, the Company must reimburse Plaintiff for the costs. As the Company has not reimbursed Plaintiff for these out-of-pocket business expenses in spite of demands for such payment by Plaintiff's counsel to LANDEC's counsel in or about February 2020, the Company is in further breach of the Employment Agreement.

43. As a result, Plaintiff has been damaged and suffered harm in the amount of his salary for 12 months, his share of bonuses and other accrued benefits all in excess of $740,000.00, all subject to proof at the time of trial.

44. Plaintiff further alleges on information and belief that pursuant to Cal. Civil Code §3289(b), Plaintiff is entitled to, and should be awarded, interest at the legal rate of 10% per annum on all unpaid amounts owed to him under its contracts with Defendants from the date such amounts were due until paid.

SECOND CAUSE OF ACTION FOR

BREACH OF HOLDBACK AGREEMENT

(Against All Defendants)

45. Plaintiff hereby incorporates paragraphs 1 through 44 of this complaint, as though again stated in full.

46. At all relevant times herein, both Plaintiff and the Company were parties to

the Holdback Agreement dated December 1, 2018, which, among other things, detailed the Holdback, the obligations of the Company, and the Holdback Period for the subject shares owed to holders including to Plaintiff. The Holdback Agreement was necessarily tied to and triggered by Plaintiff's Employment Agreement, by its own terms.

47. At all relevant times hereto, Plaintiff performed all required duties under the Holdback Agreement.

48. As Plaintiff was terminated without cause, Section 3(a) of the Holdback Agreement is invoked. The section speeds up the time that the subject shares are to be paid to Plaintiff. Fifty percent of the subject shares became due on the date Plaintiff was terminated without cause, that being February 11, 2020. However, in breach of the Holdback Agreement, the Company has not paid the subject shares owed to Plaintiff when due.

49. As a result, Plaintiff has been damaged and suffered harm in the value of his shares due on February 11, 2020, which are in excess of $6.8 Million, subject to proof at the time of trial, plus interest until paid. Plaintiff further alleges on information and belief that pursuant to Cal. Civil Code §3289(b), Plaintiff is entitled to, and should be awarded, interest at the legal rate of 10% per annum on all unpaid amounts owed to him under its contracts with Defendants from the date such amounts were due until paid.

THIRD CAUSE OF ACTION FOR DECLARATORY RELIEF

(Against All Defendants)

50. Plaintiff hereby incorporates paragraphs 1 through 49 of this complaint, as though again stated in full.

51. An obvious dispute has arisen between Plaintiff and Defendant as to the interpretation of the Employment Agreement. Specifically, as to whether Plaintiff breached the Employment Agreement by asking for various assurances before attending the proposed meeting with the Company's counsel and, subsequently, whether the his termination was

for good cause or without cause. The parties have reached an irreconcilable difference where the Company's interpretation results in a substantial loss of payments to Plaintiff, and deprivation of other rights under the aforementioned agreements.

52. As a result of the contention in interpretation of the Employment Agreement, the Parties are further in dispute regarding the Holdback Agreement. Specifically, as to whether Section 3(a) of the Holdback Agreement has been invoked by Plaintiff's termination and the subject shares have since accelerated, and partially already become due to Plaintiff.

53. A further dispute has evolved between the parties concerning whether or not, and if so, to what extent, the non-competition provisions in the Employment Agreement are valid or enforceable against Plaintiff, who has not been paid the equity promised him, nor the salary required in the event of his termination without cause.

54. The Parties are not able to resolve their differences as to the interpretation of the Employment Agreement and, subsequently, the Holdback Agreement. Consequently, the Parties require the intervention of the Court to determine the rights and duties of the parties under the Employment Agreement, the nature of Plaintiff's termination, and whether Plaintiff's termination invoked Section 3(a) of the Holdback Agreement, accelerating the shares due.

55. In addition, the parties require a declaration by the court as to whether the non-compete provisions in the Employment Agreement are enforceable under California law given that Plaintiff was terminated without cause, and neither his shares nor the requisite salary have been paid him, as well as the other circumstances of the transaction which mitigate against enforceability of the provision.

FOURTH CAUSE OF ACTION FOR

ACCOUNTING

(Against All Defendants)

56. Plaintiff hereby incorporates paragraphs 1 through 55 of this complaint, as

though again stated in full.

57. As an employee of Company at all relevant times herein, there exists a fiduciary relationship between Plaintiff and the Company. Further, the financial relationship between Plaintiff and the Company is complicated. The Company's purchase of Yucatan involved many forms of payment, including a portion paid upfront only in amounts to settle the debts of Yucatan, and the balance all to be paid in Stock Consideration, as well as refunds of prepaid taxes in Mexico which were to be credited to each of the holders pro-rata. Further, the Stock Consideration payment is subject to indemnification payments to the Company under a variety of circumstances up to $6,000,000.00.

58. Monies are owed to Plaintiff by the Company in the form of Stock Consideration, tax refunds called IVA owed to him, the exact amount of which requires an accounting, and more specifically, deduction from that amount pursuant to the environmental deductions agreed to by the parties requires a detailed evaluation of which expenses are properly caused by environmental compliance, what amounts are actually proper for such deductions, and whether or not such expenses have actually been incurred by LANDEC. Further, Plaintiff is informed and believes that the amount of the Stock Consideration owed for damages arising out of the specific circumstances need evaluation, as well as the value date of the LANDEC stock, coupled with a determination of additional shares necessary to equalize the delays in payment if the stock value is below the amount originally due. While the amount has a cap of $6,000,000.00 the status of accounting is so complicated that Plaintiff is unable to demand an accurate fixed sum without an intricate review of the damages incurred by the Company.

59. Consequently, an accounting is necessary to determine the amount, if any, the Company is entitled to retain from Plaintiff's stock consideration and subsequently how much the Company owes Plaintiff in Stock Consideration, IVA refunds, other consideration and their due dates coupled with any accrued interest on such unpaid amounts.

WHEREFORE, Plaintiff prays for damages and other relief against defendants, and

each of them as follows;

As to All Causes of Action:

1. For interest at the legal rate of 10% per annum on unpaid amounts owed pursuant to Cal. Civil Code §3289(b).

2. For costs of suit incurred herein;

3. For such other and further relief as the court deems proper;

As to the 1st Cause of Action:

1. For damages in the amount of at least $740,000, subject to proof at trial, but in no event less than the jurisdictional minimum of this court

2. For an order of specific performance directing defendants to perform their obligations and timely payment of stock to Plaintiff;

As to the 2nd Cause of Action:

1. For damages in the amount of $10 Million, subject to proof at trial, but in no event less than the jurisdictional minimum of this court;

2. For an order of specific performance directing defendants to perform their obligations and timely payment of stock to Plaintiff;

As to the 3rd Cause of Action:

1. For a declaration of the rights, privileges and duties of the Parties with respect to the Employment Agreement and Holdback Agreement and as to entitlement to be paid, the amounts and dates of payment due Plaintiff.

As to the 4th Cause of Action:

1. For an Accounting;

Dated: August 31, 2020

AFIFI LAW GROUP

Faryan Andrew Afifi

By:_____
FARYAN ANDREW AFIFI
Attorneys for Plaintiff, HAERIZADEH

EXHIBIT “1”

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this "Agreement") is dated as of December 1, 2018 (the "Effective Date"), and is made by and between Apio, Inc., a Delaware corporation (the "Company"), a subsidiary of Landec Corporation, a Delaware corporation ("Landec"), and Ardeshir Haerizadeh, an individual (the "Employee").

W I T N E S S E T H

WHEREAS, reference is made to that certain Capital Contribution and Partnership Interest and Stock Purchase Agreement dated on even date herewith (the "Purchase Agreement"), pursuant to which, among other things, the Company is acquiring all of the partnership interests of Yucatan Foods, L.P., a Delaware limited partnership ("Yucatan"), and all of the shares of capital stock of Camden Fruit Corp., a Delaware corporation (the "Acquisition"); and

WHEREAS, as part of the Acquisition, the Employee is resigning from his position as the Chief Executive Officer of Yucatan and being hired as the Company's Vice President of Avocado Products, subject to the terms and conditions set forth herein.

NOW, **THEREFORE**, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. POSITION AND DUTIES.

(a) During the Employment Term (as defined in Section 2 hereof), the Employee shall serve as the Company's Vice President of Avocado Products. In this capacity, the Employee shall have the duties, authorities and responsibilities customary thereto, and such other duties as reasonably assigned by the Company. The Employee will carry out all such duties to the best of its abilities and will comply with all reasonable and lawful instructions as may be given by the officers to which the Employee reports and/or the Board of Directors of the Company (the "Board").

(b) During the Employment Term, the Employee shall devote substantially all of the Employee's business time, energy, business judgment, knowledge and skill and the Employee's best efforts to the performance of the Employee's duties with the Company, provided that the foregoing shall not prevent the Employee from (i) participating in charitable, civic, or educational organizations or (ii) managing the Employee's passive personal investments, so long as such activities in the aggregate do not interfere or conflict with the Employee's duties hereunder (including without limitation, the duties provided for in the NDA (as defined in Section 9(a) hereof) or create a business or fiduciary conflict.

2. EMPLOYMENT TERM. The Company agrees to employ the Employee pursuant to the terms of this Agreement for a term of four (4) years commencing as of the Effective Date (the "Initial Term"). Thereafter, the term shall be automatically extended for terms of one (1) year each (each such term, a "Renewal Term"), unless the Board objects to such extension by delivering written notice to the Employee at least sixty (60) days prior to the expiration of the Initial Term or the applicable Renewal Term. The Employee's employment may also be terminated by the Company with or without Cause or by the Employee for or without Good Reason, all as more fully described herein. The period of time between the Effective Date and the termination of the Employee's employment hereunder is referred to herein as the "Employment Term."

3. BASE SALARY. During the Employment Term, the Company agrees to pay the Employee a base salary at an annual rate of not less than Three Hundred Twenty-Five Thousand Dollars ($325,000) (the "Base Salary"), payable in bi-weekly installments, subject to any applicable statutory tax withholdings and other deductions required by law. The Employee's Base Salary shall be subject to review and may be increased from time to time by the Board. The Employee's Base Salary may only be decreased with the Employee's prior written consent.

4. ANNUAL BONUS. During the Employment Term, the Employee shall be eligible to receive an annual bonus of up to forty percent (40%) of the Employee's then applicable Base Salary, based on the individual and/or Company-wide objectives established by the Board and communicated to the Employee in writing (the "Annual Bonus"). The Employee's eligibility for any Annual Bonus for the Company's 2019 fiscal year (ending May 2019) will be pro-rated.

5. EMPLOYEE BENEFITS.

(a) **EQUITY COMPENSATION.** During the Employment Term, the Employee shall be eligible to receive equity-based compensation in accordance with Landec's Annual Equity Program as determined by the Company and Landec, in each case, commensurate with the Employee's established level.

(b) **BENEFIT PLANS.** During the Employment Term, the Employee shall be entitled to participate in employee benefit plans that the Company has adopted or may adopt, maintain or contribute to for the benefit of similarly situated employees, subject to satisfying the applicable eligibility requirements, except to the extent such plans are duplicative of the benefits otherwise provided hereunder. The Employee's participation will be subject to the terms of the applicable plan documents and generally applicable Company policies. The Company may modify, change or terminate any benefit plan at any time.

(c) **PAID TIME OFF.** The Employee shall accrue paid time off ("PTO") in accordance with the Company's policies and procedures, as may be amended from time to time and which currently provides for twenty-five (25) days of PTO per year at the Employee's years of service level (including credit for the Employee's years of service at Yucatan).

(d) **BUSINESS EXPENSES.** Upon presentation of reasonable substantiation and documentation as the Company may specify from time to time, the Employee shall be reimbursed in accordance with the Company's expense reimbursement policy, for all reasonable out-of-pocket business expenses incurred and paid by the Employee during the Employment Term.

(e) **SIGNING BONUS.** In connection with and contingent upon the Closing of the Acquisition, the Employee shall be entitled to a signing bonus in the amount of Twenty-Five Thousand Dollars ($25,000), which signing bonus shall be paid in a lump sum payment within thirty (30) days after the Closing of the Acquisition.

6. TERMINATION. The Employee's employment may terminate prior to the conclusion of the Initial Term or then current Renewal Term, as applicable, upon the first of the following to occur:

(a) **DISABILITY.** Upon thirty (30) days' prior written notice by the Company to the Employee of termination due to Disability. For purposes of this Agreement, "Disability" shall be defined as any physical or mental ailment or incapacity as determined by a licensed physician in good standing and reasonably selected by the Company which has prevented or is reasonably expected to prevent the Employee from performing the Employee's material duties hereunder for one hundred eighty (180) days (including weekends and holidays) in any 365-day period.

(b) **DEATH.** Automatically upon the date of death of the Employee.

(c) **CAUSE.** Immediately upon written notice by the Board to the Employee of a termination for Cause. "Cause" shall mean:

(i) the Employee's conviction by, or entry of a plea of guilty or *nolo contendere* in, a court of competent final jurisdiction for a felony or any other crime involving fraud, material misrepresentation, embezzlement, theft or which is otherwise materially injurious to the reputation of the Company;

(ii) gross negligence in connection with the performance of the Employee's responsibilities hereunder, material willful violation of any duty to the Company or any other material willful misconduct on the part of the Employee, provided the Employee shall have first received written notice from the Board stating the nature of such failure and, if curable, afforded the Employee at least fifteen (15) calendar days to correct the act or omission complained of;

(iii) the Employee's willful failure or refusal to perform the Employee's duties hereunder, follow material Company policies or follow the lawful directives of the Board, provided the Employee shall have first received written notice from the Board stating the nature of such failure and, if curable, afforded the Employee at least fifteen (15) calendar days to correct the act or omission complained of;

(iv) the Employee's repeated failure or omission, as specified in (ii) and (iii), above, following the Company's exercise of notice and opportunity to cure as provided in (ii) and (iii), above; or

(v) the Employee's material breach of the terms and conditions of this Agreement, the NDA or the Employee's Non-Solicitation and Non-Competition Agreement of even date herewith executed in connection with the Acquisition (the "Non-Competition Agreement").

(d) **WITHOUT CAUSE.** Immediately upon written notice by the Board to the Employee of an involuntary termination without Cause.

(e) **VOLUNTARY RESIGNATION.** Upon not less than thirty (30) days' prior written notice by the Employee to the Company of the Employee's voluntary termination of employment, which the Company may, in its sole discretion, make effective earlier than any notice date; provided that, on such earlier effective date, the Company pay all sums due under Section 7(c) below.

(f) **TERMINATION FOR GOOD REASON.** The Employee may terminate employment for "Good Reason" provided that (A) the Employee must provide notice to the Company of the Employee's intent to assert Good Reason for termination within thirty (30) days of the initial existence of one or more of the conditions set forth in clauses (i) through (iii) below; (B) the Company must fail within thirty (30) days (the "Cure Period") from the date of such notice to remedy such conditions; and (C) if such conditions are not remedied, the Employee must resign within fifteen (15) days after the end of the Cure Period. If the Company remedies such conditions within the Cure Period, the Employee may withdraw his proposed termination or may resign with no benefits under the voluntary termination provision of Section 6(e) above. "Good Reason" shall mean:

(i) a material reduction in, or failure to timely pay, the Employee's Base Salary due to the Employee hereunder;

(ii) an assignment to the Employee of duties that represent a material reduction in the scope and authority of the Employee's position; and

(iii) a material breach by the Company of the Company's obligations under this Agreement.

7. CONSEQUENCES OF TERMINATION.

(a) **DEATH.** In the event that the Employee's employment ends on account of the Employee's death during the Employment Term, the Employee or the Employee's estate, as the case may be, shall be entitled to the following (with the amounts due under Sections 7(a)(i) through 7(a)(iii) hereof to be paid within sixty (60) days following termination of employment, or such earlier date as may be required by applicable law):

(i) any unpaid Base Salary through the date of termination;

(ii) any Annual Bonus earned but unpaid with respect to all fiscal years ending on or preceding the date of termination;

(iii) any unreimbursed business expenses incurred through the date of termination;

(iv) any unpaid vested benefits pursuant to any retirement, equity or other employee benefit plan or program in which the Employee was a participant in accordance with the terms and conditions of such plan or program (collectively, Sections 7(a)(i) through 7(a)(iv) hereof shall be hereafter referred to as the "Accrued Benefits");

(v) an additional amount equal to the Employee's monthly Base Salary rate multiplied by three (3), paid in a lump sum within seventy (70) days following such termination (the "Section 7(a)(v) Payment"); and

(vi) a pro-rated portion of any Annual Bonus which the Employee may be entitled to with respect to the fiscal year in which such termination occurs based on year-end performance and payable at the time and in the manner as other employees receive bonus payments (the "Section 7(a)(vi) Payment").

(b) **DISABILITY.** In the event that the Employee's employment ends on account of the Employee's Disability during the Employment Term, the Company shall pay or provide the Employee with the Accrued Benefits and the Section 7(a)(v) Payment and Section 7(a)(vi) Payment.

(c) **NON-RENEWAL, TERMINATION FOR CAUSE OR VOLUNTARY RESIGNATION.** If this Agreement is non-renewed by the Company in accordance with Section 2, the Employee's employment is terminated by the Board for Cause or the Employee voluntarily resigns pursuant to Section 6(e), the Company shall pay to the Employee the Accrued Benefits.

(d) **TERMINATION BY COMPANY WITHOUT CAUSE OR BY EMPLOYEE FOR GOOD REASON.** If the Employee's employment is terminated (A) by the Company other than for Cause or (B) by the Employee for Good Reason, the Company shall do the following:

(i) pay the Employee the Accrued Benefits;

(ii) pay the Employee the Section 7(a)(vi) Payment; and

(iii) pay the Employee an additional amount equal to the Employee's monthly Base Salary rate, paid monthly for a period of twelve (12) months following such termination in accordance with the Company's normal payroll procedures.

8. RELEASE; NO MITIGATION. Any and all amounts payable and benefits or additional rights provided pursuant to this Agreement beyond the Accrued Benefits shall only be payable if the Employee or Employee's estate, as applicable, delivers to the Company and does not revoke a general release of claims in favor of the Company such that the general release becomes effective within sixty (60) days of the date of such termination, such general release to be in a form determined by the Company and delivered to the Employee or Employee's estate within ten (10) days following the date of such termination; provided, however, that such release shall not operate to extinguish any continuing rights the Employee may have in his capacity as a Camden Stockholder under the Purchase Agreement.

9. COVENANTS.

(a) **CONFIDENTIALITY.** Concurrently with the parties' execution of this Agreement and as a condition of employment hereunder, the parties are also executing that certain Confidentiality and Business Ideas Agreement, a copy of which is attached hereto as **Exhibit A** (the "NDA").

(b) **DISCOVERIES AND INVENTIONS; WORK MADE FOR HIRE.** The Employee acknowledges and agrees that the Employee is executing the NDA which contains certain provisions regarding the ownership by the Company of the Employee's work product, and the Employee's assignment thereof, which the Employee is obligated to observe.

(c) **REASONABLENESS OF COVENANTS.** The Employee further acknowledges that the promises and restrictive covenants that he is providing in this Agreement and the NDA are reasonable with respect to period, geographical area and scope and are necessary for reasonable and proper protection of the Company and its affiliates.

10. NO ASSIGNMENTS. This Agreement is personal to each of the parties hereto. Except as provided in this Section 10, no party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto.

11. NOTICE. For purposes of this Agreement and the NDA, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand; (b) on the date of transmission, if delivered by confirmed facsimile or electronic mail; (c) on the first (1st) business day following the date of deposit, if delivered by guaranteed overnight delivery service; or (d) on the fourth (4th) business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as set forth on the signature page hereto, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

12. SECTION HEADINGS. The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

13. SEVERABILITY. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the

validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by applicable law.

14. ENTIRE AGREEMENT. Except as provided in any signed written agreement contemporaneously or hereafter executed by the Company and the Employee, this Agreement, the NDA, the Purchase Agreement, the Holdback Agreement, the Non-Competition Agreement and the other Transaction Documents (as defined in the Purchase Agreement) will constitute the entire agreement of the parties with regard to the subject matter hereof, and contain all the covenants, promises, representations, warranties and agreements between the parties with respect to employment of the Employee by the Company. Without limiting the scope of the preceding sentence, all understandings and agreements preceding the date of execution of this Agreement and relating to the subject matter hereof are hereby null and void and of no further force and effect.

15. GOVERNING LAW. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions).

16. AMENDMENT; MODIFICATION; WAIVER. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Employee and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. Any amendment or modification to or waiver of this Agreement will be effective only if it is in writing and signed by the parties to this Agreement.

17. COMPLIANCE WITH SECTION 409A. The payments and entitlements provided for under this Agreement are intended to qualify for the short-term deferral exception to Section 409A of the Code as described in Treasury Regulation Section 1.409A-1(b)(4) to the maximum extent possible, and to the extent they do not so qualify, they are intended to qualify for the involuntary separation pay plan exception to Section 409A of the Code as described in Treasury Regulation Section 1.409A-1(b)(9)(iii) to the maximum extent possible. The amounts paid pursuant to this Agreement that are intended to qualify for the exemption for separation pay due to an involuntary separation from service shall be paid, consistent with Treasury Regulation Section 1.409A-1(b)(9)(iii)(B), no later than the last day of the second taxable year of the Employee following the taxable year of the Employee in which the *"separation from service"* (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein) occurs. For purposes of this Agreement, each payment described herein shall be considered a separate payment. Notwithstanding anything to the contrary in this Agreement, if any payment or entitlement provided for in this Agreement constitutes a *"deferral of compensation"* (as such term is defined in Section 409A of the Code) (*e.g.*, because such payment would be in excess of the payments subject to an exception described in the immediately preceding paragraph) within the meaning of Section 409A of the Code and cannot be paid or provided in the manner provided herein without subjecting the Employee to additional tax, interest or penalties under Section 409A of the Code as a result of the operation of Section 409A(a)(2)(B)(i) of the Code or Treasury Regulation Section 1.409A-3(i)(2), then any such payment and/or entitlement which would, but for the operation of this Section 7(d), be payable during the first six (6) months following the Employee's *"separation from service"* shall be paid or provided to Employee instead in a lump sum on the first day of the seventh (7^{th}) month following the date of Employee's *"separation from service."* For purposes of this Agreement, all references to "termination of employment" and correlative phrases shall be construed to require a "*separation from service*" (as defined in Section 1.409A-1(h) of the Treasury regulations after giving effect to the presumptions contained therein).

18. REPRESENTATIONS. The Employee represents and warrants to the Company that (a) the Employee has the legal right to enter into this Agreement and to perform all of the obligations on the Employee's part to be performed hereunder in accordance with its terms, and (b) the Employee is not a party to any agreement or understanding, written or oral, and is not subject to any restriction, which, in either case, could prevent the Employee from entering into this Agreement or performing all of the Employee's duties and obligations hereunder.

19. WHISTLEBLOWER PROTECTION. Nothing in this Agreement prohibits the Employee from reporting possible violations of United States federal law or regulation to any governmental agency or entity, including but not limited to, the United States Department of Justice, the United States Securities and Exchange Commission, the United States Congress, and any Inspector General of any United States federal agency, or making other disclosures that are protected under the whistleblower provisions of United States federal, state or local law or regulation; provided, that the Employee will use his reasonable best efforts to (a) disclose only information that is reasonably related to such possible violations or that is requested by such agency or entity, and (b) request that such agency or entity treat such information as confidential. The Employee does not need the prior authorization from the Employer to make any such reports or disclosures and is not required to notify the Employer that the Employee has made such reports or disclosures. This Agreement does not limit the Employee's right to receive an award for information provided to any governmental agency or entity.

20. TAX MATTERS. The Company may withhold from any and all amounts payable under this Agreement or otherwise such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Executive Employment Agreement as of the date first written above.

COMPANY:

APIO, INC.

Name: Gregory S. Skinner
Title: Vice President

Notice Address:

4575 W. Main Street
P.O. Box 727
Guadalupe, California 93434

EMPLOYEE:

ARDESHIR HAERIZADEH

Notice Address:

624 E. Channel Rd.
Santa Monica, CA 90402

IN WITNESS WHEREOF, the parties hereto have executed this Executive Employment Agreement as of the date first written above.

COMPANY:

APIO, INC.

_____

Name:
Title:

Notice Address:

4575 W. Main Street
P.O. Box 727
Guadalupe, California 93434

EMPLOYEE:

_____

ARDESHIR HAERIZADEH

Notice Address:

624 E. Channel Rd.
Santa Monica, CA 90402

Exhibit A

NDA

(Attached)

CONFIDENTIALITY AND BUSINESS IDEAS AGREEMENT

This Confidentiality and Business Ideas Agreement (this "Agreement") is made by and Apio, Inc., a Delaware corporation (the "Company"), a subsidiary of Landec Corporation, a Delaware corporation ("Landec"), and Ardeshir Haerizadeh (the "Employee"), effective as of December 1, 2018 (the "Effective Date").

WHEREAS, the Company has agreed to employ the Employee and will provide the Employee with certain agreed upon compensation and benefits in connection therewith, as more fully set forth in that certain Executive Employment Agreement, dated on even date herewith, to which this Agreement is attached (the "Employment Agreement");

WHEREAS, The Employee, in performing services for and on behalf of the Company has had and will have access to the Company's, Landec's and their subsidiaries' and affiliates' (Landec and its and the Company's subsidiaries and affiliates, collectively defined as the "Affiliates") Confidential Information and Trade Secrets (as hereinafter defined) and other proprietary information valuable to the Company or the Affiliates; and

WHEREAS, The Employee, in exchange for the agreed upon compensation and benefits, desires to enter into the following agreement with the Company, and explicitly agrees that in the event of any termination of the Employee's employment with the Company, neither this Agreement nor the Employment Agreement will impede the ability of the Employee to find employment or independent contracting work, or to otherwise earn a living.

NOW, **THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the Company and the Employee agree as follows:

1. CONFIDENTIALITY AND TRADE SECRET OBLIGATIONS.

(a) During Employment. While the Employee is employed by the Company, the Employee will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of the Company or the Affiliates.

(b) Post-Employment. After the end of the Employee's employment with the Company for any reason, the Employee will not directly or indirectly use or disclose any a Trade Secret or Confidential Information.

(c) Trade Secret Law. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, the Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. The Employee is further notified that if the Employee files a lawsuit for retaliation by the Company for reporting a suspected violation of law, the Employee may disclose the Trade Secrets to the Employee's attorney and use the Trade Secret information in the court proceeding, provided that, the Employee files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(d) Confidential Information. The term "Confidential Information" means all non-Trade Secret information of, about or related to the Company or the Affiliates or provided to the Company or the Affiliates by their customers and suppliers that is not known generally to the public or the Company's competitors. Confidential Information includes, but is not limited to: (i) inventions, new products, product formulations and specifications, information about products under development, research, development or business plans, test results, financial information, customer lists, information about orders from and transactions with customers, customer strategy information, account projections, billing reports, sales and marketing information, strategies and plans, pricing information, business acquisition plans, information relating to sources of goods, materials and costs, business records, and research programs and results; (ii) information that is marked or otherwise designated or treated as confidential or proprietary by the Company or the Affiliates; and (iii) information received by the Company or the Affiliates from others which the Company or the Affiliates has an obligation to treat as confidential.

(e) Trade Secret. The term "Trade Secret" has that meaning set forth under applicable law.

(f) Exclusions. Notwithstanding the foregoing, the terms "Confidential Information" and "Trade Secret" do not include, and the obligations set forth in this Agreement do not apply to, any information that: (i) can be demonstrated by the Employee to have been known by the Employee prior to the Employee's employment by Yucatan or the Company (including employment with Yucatan, the Company or any of the Affiliates prior to the Effective Date); (ii) is or becomes generally available to the public through no act or omission of the Employee; (iii) is obtained by the Employee in good faith from a third party who discloses such information to the Employee on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (iv) is independently developed by the Employee outside the scope of the Employee's employment without use of Confidential Information or Trade Secrets.

2. BUSINESS IDEA RIGHTS.

(a) Assignment. The Company will own, and the Employee hereby assigns and agrees to assign to the Company, all rights in all Business Ideas which the Employee originates or develops either alone or working with others while the Employee is employed by the Company. All Business Ideas which are or form the basis for copyrightable works are hereby assigned to the Company and/or shall be assigned to the Company or shall be considered "works for hire" as that term is defined by United States copyright law.

(b) Disclosure. Subject to Paragraph 2(d) below, while employed by the Company, the Employee will promptly disclose all Business Ideas to the Company.

(c) Execution of Documentation. Subject to Paragraph 2(d), below, the Employee, at any time during or after the term of the Employee's employment with the Company, will promptly execute all documents which the Company may reasonably require to perfect its patent, copyright and other rights to such Business Ideas throughout the world.

(d) Non-assignable Inventions. This Paragraph 2 does not apply to any invention which qualifies as a non-assignable invention under Section 2870 of the California Labor Code. The Employee hereby represents that the Employee has received and reviewed the notification attached hereto as **Attachment A** (Limited Exclusion Notification).

(e) Business Ideas. The term "Business Ideas" means all designs, formulations, specifications, know-how, trade secrets, discoveries, inventions, software, developments, and copyrightable

works, whether or not patentable or registrable, which the Employee originates or develops either alone or jointly with others while the Employee is employed by the Company and which are (i) related to any business known to the Employee to be engaged in or contemplated by the Company; (ii) originated or developed during the Employee's working hours; or (iii) originated or developed in whole or in part using materials, labor, facilities, or equipment furnished by the Company, or Confidential Information and/or Trade Secrets.

3. RETURN OF PROPERTY. Upon the end of the Employee's employment with the Company or upon request by the Company at any time, the Employee shall immediately return to the Company all property, documents, records, and materials belonging and/or relating to the Company or the Affiliates, and all copies of all such materials. Upon the end of the Employee's employment with the Company or upon request by the Company at any time, the Employee further agrees to destroy such records maintained by the Employee on the Employee's own phone, electronic and computer equipment, devices and storage sites, and to certify in writing, at the Company's request, that such destruction has occurred. In addition, the Company, in its sole discretion, may require the Employee to submit the Employee's own computer equipment for inspection by a Company representative to ensure that all data has been properly deleted.

4. EMPLOYEE DISCLOSURES AND ACKNOWLEDGMENTS.

(a) Scope of Restrictions. By entering into this Agreement, the Employee acknowledges and agrees that the scope of the restrictions contained in this Agreement are appropriate, necessary and reasonable, based on the specialized knowledge the Employee will gain while employed by the Company, for the protection of the Company's business, goodwill and property rights. The Employee also acknowledges and agrees that the restrictions imposed by this Agreement will not prevent the Employee from earning a living in the event of, and after, the end of the Employee's employment with the Company.

(b) Prospective Employers. The Employee agrees, during the term of any restriction contained in this Agreement, to disclose this Agreement to any person or entity that offers employment to the Employee. The Employee further agrees that the Company may send a copy of this Agreement to, or otherwise make the provisions hereof known to, any of the Employee's potential or future employers.

5. WHISTLEBLOWER PROTECTION. Nothing in this Agreement prohibits the Employee from reporting possible violations of United States federal law or regulation to any governmental agency or entity, including but not limited to, the United States Department of Justice, the United States Securities and Exchange Commission, the United States Congress, and any Inspector General of any United States federal agency, or making other disclosures that are protected under the whistleblower provisions of United States federal, state or local law or regulation; provided, that the Employee will use his reasonable best efforts to (a) disclose only information that is reasonably related to such possible violations or that is requested by such agency or entity, and (b) request that such agency or entity treat such information as confidential. The Employee does not need the prior authorization from the Employer to make any such reports or disclosures and is not required to notify the Employer that the Employee has made such reports or disclosures. This Agreement does not limit the Employee's right to receive an award for information provided to any governmental agency or entity.

6. MISCELLANEOUS.

(a) Assignment. This Agreement is personal to the Employee, and the Employee may not assign or delegate any of the Employee's rights or obligations hereunder. The Company shall have the unrestricted right to assign this Agreement and all of the Company's rights and obligations under this

Agreement, and following such assignment, this Agreement shall be binding and inure to the benefit of any successor or assign of the Company. For clarification purposes, upon assignment of this Agreement, all references to the Company shall also refer to the person or entity to whom/which this Agreement is assigned.

(b) Entire Agreement; Amendment or Waiver. This Agreement and the Employment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and all prior discussions, negotiations, agreements, correspondence, and understandings, whether oral or written, between the Employee and the Company with respect to the subject matter addressed in this Agreement are merged in it and superseded by it; provided, however, the Employee's Non-Competition Agreement shall continue in full force and effect and if any such provision conflicts with the obligations of this Agreement, the most protective obligation shall control. No provision of this Agreement may be amended or waived other than in writing by the party against whom enforcement of such amendment or waiver is sought. The waiver by the Company of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach. Additionally, the election of one or more remedies by the Company shall not constitute a waiver of the right to pursue other available remedies.

(c) Injunctive Relief. The parties agree that damages will be an inadequate remedy for breaches of this Agreement and in addition to damages and any other available relief, a court shall be empowered to grant injunctive relief (without the necessity of posting bond or other security).

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of California.

(e) Severability. The obligations imposed by, and the provisions of, this Agreement are severable and should be construed independently of each other. The invalidity of one provision shall not affect the validity of any other provision.

(f) Modification. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

(g) Third-Party Beneficiaries. Any Company affiliates are third-party beneficiaries with respect to the Employee's performance of the Employee's duties under this Agreement and the undertakings and covenants contained in this Agreement, and the Company and any of the Affiliates, enjoying the benefits thereof, may enforce this Agreement directly against the Employee. The terms Trade Secret, Confidential Information and Business Ideas shall include materials and information of the Company's affiliates (including Yucatan) to which the Employee has access or had access to prior to the Effective Date.

(h) Consideration. The Employee agrees that his compensation provided under the Employment Agreement covers not only his service to the Company but also is adequate consideration for the restrictions set forth in this Agreement.

(i) Headings. Headings are included herein solely for convenience of reference and shall not control the meaning or interpretation of any provision of this Agreement.

(j) Counterparts. Either of the parties hereto may execute this Agreement in counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Company and the Employee have caused this Confidentiality and Business Ideas Agreement to be duly executed as of the Effective Date.

COMPANY:

APIO, INC.

Name: Gregory S. Skinner
Title: Vice President

THE EMPLOYEE:

ARDESHIR HAERIZADEH

IN WITNESS WHEREOF, the Company and the Employee have caused this Confidentiality and Business Ideas Agreement to be duly executed as of the Effective Date.

COMPANY:

APIO, INC.

_____

Name:
Title:

THE EMPLOYEE:

ARDESHIR HAERIZADEH

Attachment A

LIMITED EXCLUSION NOTIFICATION

This Is To Notify you in accordance with Section 2872 of the California Labor Code that the foregoing Confidentiality and Business Ideas Agreement between you and the Company does not require you to assign, or offer to assign, to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or

2. Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of the State of California and is unenforceable in California.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I acknowledge receipt of a copy of this Notification.

COMPANY:

APIO, INC.

Name: Gregory S. Skinner
Title: Vice President

THE EMPLOYEE:

ARDESHIR HAERIZADEH

Attachment A

LIMITED EXCLUSION NOTIFICATION

This Is To Notify you in accordance with Section 2872 of the California Labor Code that the foregoing Confidentiality and Business Ideas Agreement between you and the Company does not require you to assign, or offer to assign, to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company; or

2. Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of the State of California and is unenforceable in California.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I acknowledge receipt of a copy of this Notification.

COMPANY:

APIO, INC.

_____
Name:
Title:

THE EMPLOYEE:

_____
ARDESHIR HAERIZADEH

EXHIBIT “2”

HOLDBACK AGREEMENT

THIS HOLDBACK AGREEMENT (the "**Holdback Agreement**") is entered into as of the 1st day of December, 2018, by and among the individuals executing a signature page hereto (each, severally and not jointly, a "**Holder**"; collectively, the "**Holders**") and LANDEC CORPORATION (the "**Company**"). Capitalized terms used in this Holdback Agreement and not defined in this Holdback Agreement shall have the meanings given to them in the Purchase Agreement (as hereinafter defined).

R E C I T A L S

WHEREAS, pursuant to the Capital Contribution and Partnership Interest and Stock Purchase Agreement dated as of December 1, 2018 by and among Apio, Inc., the Company (in its capacity as Guarantor), Yucatan Foods, L.P., Camden Fruit Corp., Ardeshir Haerizadeh (in his capacity as Equityholders' Representative), and the Equityholders named therein (the "**Purchase Agreement**"), the Company has agreed to issue to each Holder that portion of the Stock Consideration payable to such Holder as set forth in the Closing Statement and the Allocation of Acquisition Consideration, including the Stock Consideration subject to the Stock Escrow Agreement (the Stock Consideration to be issued to the Holders at the Closing, the "**Subject Shares**");

WHEREAS, pursuant to the terms of the Purchase Agreement, in the event the Holders become entitled to Adjustment Consideration, the Company shall issue the Holders additional Stock Consideration in respect thereof; and

WHEREAS, in accordance with the terms of the Purchase Agreement, the Holders have each agreed to enter into an agreement in the form of this Holdback Agreement setting forth restrictions on the transfer of the Subject Shares.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Holdback Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. *Holdback*. Each Holder hereby agrees that without the prior written consent of the Company, during the applicable period specified in Paragraph 3 of this Holdback Agreement (the "**Holdback Period**"), such Holder will not (i) other than with respect to a Permitted Pledge (as hereinafter defined), offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, any of such Holder's Subject Shares or any securities convertible into, exercisable or exchangeable for or that represent the right to receive Subject Shares, other than in connection with a Family or Estate-Planning Transfer (as hereinafter defined), or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of such Holder's Subject Shares, whether any such transaction described

in clause (i) above or this clause (ii) is to be settled by delivery of Subject Shares or such other securities, in cash or otherwise.

For the avoidance of doubt, any additional Stock Consideration issued to the Holders as Adjustment Consideration, together with any and all other shares of Common Stock acquired by the Holders separate and apart from the transactions contemplated by the Purchase Agreement, including, without limitation, via the public markets and/or as employment-related compensation from the Company post-Closing, shall not be deemed "Subject Shares" for purposes of this Holdback Agreement.

For purposes hereof, "**Permitted Pledge**" shall refer to a Holder's pledge of Subject Shares as collateral for the procurement of a loan made for the benefit of such Holder, at any time and from time to time during the Holdback Period, except to the extent such Holder's Subject Shares remain escrowed pursuant to the Stock Escrow Agreement; provided, however, if such Holder is also an employee of the Company or any affiliate thereof (or a trust or entity controlled by a Holder who is also an employee of the Company or any affiliate thereof) at the time of any such proposed pledge, such proposed pledge shall require the Company's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed.

For purposes hereof, "**Family or Estate-Planning Transfer**" shall refer to a transfer of a Holder's Subject Shares (a) to a trust under which the distribution of such Subject Shares may be made only to such Holder and/or the family members of such Holder, (b) to a charitable remainder trust, the income from which will be paid to such Holder during his or her life, (c) to a corporation, the shareholders of which are only such Holder and/or family members of such Holder, or (d) to a partnership or limited liability company, the partners or members of which are only such Holder and/or family members of such Holder, provided that (*x*) in the case of the foregoing clauses (a) through (d), such Holder has sole control of the entity referred to, and (*y*) in any case, prior to any such transfer being made, each proposed transferee shall agree in writing that such Subject Shares shall be subject to all of the terms and conditions of this Holdback Agreement to the same extent as if such transferee were an original party hereto.

2. *Obligations of the Company*. From and after the end of the applicable Holdback Period, in the event that a Holder notifies the Company of such Holder's intention to sell any of the Subject Shares, whether pursuant to Rule 144 (or then applicable rule) promulgated under the Securities Act of 1933, as amended ("**Securities Act**") or otherwise, the Company shall use its best efforts to cooperate with such Holder (including by delivering instructions to the Company's transfer agent) and to cause its counsel to deliver an opinion, on a timely basis, stating that the restrictive legend may be removed from such Holder's Subject Shares in order to facilitate the preparation and delivery to such Holder of one or more replacement stock certificates representing such Holder's Subject Shares, free and clear of any restrictive legends and representing such number of Subject Shares and registered in such name(s) as such Holder may request. With a view to making available to

such Holder the benefits of Rule 144 and any other rule or regulation of the Securities and Exchange Commission ("**SEC**") that may at any time permit such Holder to sell such Holder's Subject Shares to the public without registration, the Company agrees to use its best efforts to: (i) make and keep public information available as those terms are understood in Rule 144; (ii) to file with the SEC in a timely manner all reports and other documents required to be filed by an issuer of securities registered under the Securities Act or the Exchange Act pursuant to SEC Rule 144; (iii) as long as such Holder owns any Subject Shares, to furnish in writing upon such Holder's request a written statement by the Company that it has complied with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act; and (iv) undertake any additional actions commercially reasonably necessary to maintain the availability of the use of Rule 144.

3. *Holdback Period*. The Holdback Period shall commence on the date of this Holdback Agreement and (i) with respect to 50% of the Subject Shares held by each Holder, shall continue to and include November 30, 2021, and (ii) with respect to the remaining 50% of the Subject Shares held by each Holder, shall continue to and include November 30, 2022; provided, however, that the Holdback Period shall be subject to earlier termination with respect to:

(a) (*x*) 50% of the Subject Shares held by each Holder, effective on the date as of which Ardeshir Haerizadeh ("**AH**") dies, is terminated by the Company due to a Disability, is terminated by the Company without Cause and/or resigns from the Company for Good Reason provided such date is prior to November 30, 2021 (the "**AH Early Termination Trigger Date**"), as each such capitalized term is defined in the Employment Agreement executed by and between AH and the Company on the Closing Date, and (*y*) the remaining 50% of the Subject Shares held by each Holder, effective on the one-year anniversary of the AH Early Termination Trigger Date;

(b) (*x*) 50% of the Subject Shares held by Dan Walton ("**DW**"), effective on the date as of which DW dies, is terminated by the Company due to a Disability, is terminated by the Company without Cause and/or resigns from the Company for Good Reason provided such date is prior to November 30, 2021 (the "**DW Early Termination Trigger Date**"), as each such capitalized term is defined in the Employment Agreement executed by and between DW and the Company on the Closing Date, and (*y*) the remaining 50% of the Subject Shares held by DW, effective on the one-year anniversary of the DW Early Termination Trigger Date;

(c) 100% of the Subject Shares held by each Holder, effective on the date as of which the Company (i) is no longer subject to the reporting requirements under the Exchange Act or (ii) undergoes a Change in Control (as defined below); and

(d) 50% of the Subject Shares held by any Holder, effective on the date as of which such Holder dies, provided such date is prior to November 30, 2021,

and 50% of the Subject Shares held by such Holder, effective on the one-year anniversary of such Holder's death.

For purposes hereof, "**Change in Control**" means (i) any reorganization, recapitalization, consolidation or merger (or similar transaction or series of related transactions) of the Company where the Company is not the surviving entity, or (ii) any sale of substantially all of the assets of the Company with or into another entity.

4. *Transfer of Subject Shares*. In furtherance of the foregoing, each Holder hereby acknowledges the authority of the Company and its transfer agent and registrar to decline to make any transfer of Subject Shares if such transfer would constitute a violation or breach of this Holdback Agreement.

5. *Authority*. Each party hereby represents and warrants that it has full power and authority to enter into this Holdback Agreement.

6. *Heirs, Successors and Assigns*. This Holdback Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. *Governing Law; Forum*. This Holdback Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict or choice of law principles. Any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Holdback Agreement shall be brought exclusively in the of the federal courts located in Los Angeles, California in the United States of America, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action in any such court or that any such action brought in any such court has been brought in an inconvenient forum. Process in any such action may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

8. *Counterparts*. This Holdback Agreement may be signed in any number of counterparts (including by electronic means) with the same effect as if the signatures thereto and hereto were upon the same instrument. A signed copy of this Holdback Agreement delivered by either facsimile or e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Holdback Agreement.

9. *Amendments and Modifications*. This Holdback Agreement may not be modified or amended in any manner other than by a written agreement signed by each party hereto.

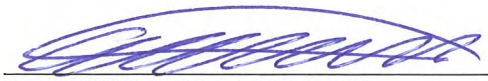
10. *Section Titles*. The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Holdback Agreement or the intent of the provisions hereof.

11. *Notices*. All notices, requests and other communications to any party hereunder shall be made in accordance with Section 13.01 of the Purchase Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Holdback Agreement as of the date set forth above.

HOLDERS:



ARDESHIR HAERIZADEH

DAN WALTON

WARREN SCHLICHTING

J. ROBERT HALL

SEPAND RIAHI

ALLEN LANCE MCINNES

JOHN BARBER

MICHAEL F. BAXTER

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KEVIN GAY

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COMPANY:

LANDEC CORPORATION

By: Gregory S. Skinner
Name: Gregory S. Skinner
Title: CFO