

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): **June 16, 2021**

CALAVO GROWERS, INC.

(Exact Name of Registrant as Specified in Charter)

California	000-33385	33-0945304
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1141-A Cummings Road, Santa Paula, California 93060

(Address of Principal Executive Offices) (Zip Code)

(Former Name or Former Address, if Changed Since Last Report)

Registrant's telephone number, including area code: **(805) 525-1245**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	CVGW	Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 16, 2021, Kevin Manion gave notice of his resignation from his position as Chief Financial Officer of Calavo Growers, Inc. (“Calavo”). Mr. Manion will continue as an employee of Calavo through July 16, 2021, and will provide consulting services to Calavo from July 2021 to December 2021. Mr. Manion will be paid \$50,000 per month for these consulting services. Also on June 16, 2021, Farha Aslam, a member of Calavo’s Board of Directors (the “Board”) and a designated audit committee financial expert serving on the Audit Committee of the Board, was appointed to serve as Chief Financial Officer on an interim basis. Ms. Aslam will continue as a member of the Board, but she will no longer serve on the Audit Committee, the Compensation Committee or the Sustainability and Corporate Responsibility Committee of the Board. Calavo has engaged an executive search firm to identify candidates for a permanent Chief Financial Officer. Ms. Aslam will be paid \$26,000 per month for her services as interim Chief Financial Officer and will continue to earn compensation as a non-employee director as disclosed in Calavo’s proxy statement filed with the Securities and Exchange Commission on March 1, 2021.

Ms. Aslam, age 52, is Founder and Managing Partner at Crescent House Capital, an investment and strategic advisory firm that focuses on the agriculture, energy and food processing industries. Previously, from 2004 to 2018, she was a Managing Director at Stephens Inc. where she led the firm’s food and agribusiness equity research team and built a top-tier research franchise that spanned the grain, ethanol, protein, and packaged food sectors. Prior to Stephens, Aslam was a Vice President at Merrill Lynch and a Risk Management Advisor at UBS. Ms. Aslam serves on the Board of Directors of Pilgrim’s Pride Corporation (Nasdaq: PRC).

Item 8.01 Other Events

On June 16, 2021, Calavo reached a settlement agreement with the Ministry of Finance and Administration of the government of the State of Michoacan Mexico (the “MFM”) regarding a tax assessment made in April 2019 of approximately \$2.2 billion Mexican pesos (approximately \$108.4 million USD) made by the MFM related to taxes corresponding to fiscal 2011 (the “2011 Assessment”). In June 2019 Calavo filed an administrative appeal contesting the 2011 Assessment. See Calavo’s Form 10-Q for the quarter ended April 30, 2021 filed with the Securities and Exchange Commission on June 8, 2021 for more details on the 2011 Assessment. Under the terms of the settlement, Calavo agreed to pay approximately \$58.6 million Mexican pesos (approximately \$2.9 million USD) as a full and final settlement of all taxes, fines and penalties asserted by the MFM.

Item 9.01. Exhibits Index.

- (d) Exhibits
 - 10.1 [Press Release dated June 17th, 2021.](#)
 - 10.2 [Separation Agreement dated June 16th, 2021.](#)
 - 10.3 [Independent Contractor Agreement dated June 17, 2021.](#)
 - 104 Cover Page Interactive Data File (formatted as inline XBRL).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

June 22, 2021

Calavo Growers, Inc.

By: /s/ James Gibson
James Gibson
Chief Executive Officer
(Principal Executive Officer)



Calavo Growers Announces Departure of CFO and Appointment of Interim CFO

Company Commences Search for Successor

SANTA PAULA, Calif., June 17, 2021—Calavo Growers, Inc. (Nasdaq-GS: CVGW), a global leader in the avocado and value-added fresh food industries, today announced that Kevin Manion, Chief Financial Officer (CFO), will be departing the Company effective July 16, 2021. Farha Aslam, a financial expert serving on Calavo's Board of Directors, will assume the CFO role on an interim basis. The Company has engaged an executive search firm to identify candidates as Mr. Manion's successor. Mr. Manion will continue to work with the Company through his employment term, and thereafter as a consultant to ensure a smooth transition.

"On behalf of Calavo, I want to thank Kevin for his contributions to our team. He played an integral role in developing and implementing our operational and financial strategy. We wish him well in his future endeavors," said James E. Gibson, Chief Executive Officer of Calavo Growers. "Given Farha's knowledge of our business, financial acumen and industry expertise, our deep and experienced finance team will have a strong and steady hand to lead them as we continue our search for a new CFO."

Ms. Aslam currently serves on Calavo's audit, compensation and sustainability committees of the Board. She is Founder and Managing Partner at Crescent House Capital, an investment and strategic advisory firm that focuses on the agriculture, energy and food processing industries. Earlier, she was a Managing Director at Stephens Inc. where she led the firm's food and agribusiness equity research team and built a top-tier research franchise that spanned the grain, ethanol, protein, and packaged food sectors. Prior to Stephens, Aslam was a Vice President at Merrill Lynch and a Risk Management Advisor at UBS.

About Calavo Growers, Inc.

Calavo Growers, Inc. is a global avocado-industry leader and provider of value-added fresh food serving retail grocery, foodservice, club stores, mass merchandisers, food distributors and wholesalers worldwide. The Company's Fresh segment procures and markets fresh avocados and select other fresh produce, including tomatoes and papayas. The Renaissance Food Group (RFG) segment creates, markets and distributes a portfolio of healthy, fresh foods, including fresh-cut fruit, fresh-cut vegetables and prepared foods. The Foods segment manufactures and distributes guacamole and salsa. Founded in 1924, Calavo's fresh food products are sold under the respected Calavo brand name as well as Garden Highway, Chef Essentials and several private label and store brands.

Contact: Financial Profiles, Inc.
Lisa Mueller, Senior Vice President
(310) 622-8231
calavo@finprofiles.com

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SEPARATION, CONSULTING AND RELEASE AGREEMENT

THIS SEPARATION, CONSULTING AND RELEASE AGREEMENT (“Agreement”) is made and entered into by and between Calavo Growers, Inc. (“Calavo” or the “Company”), Kevin Manion (“Employee”), and Manion Consulting, Inc. (“Manion Consulting”) as of June 16, 2021 (the “Effective Date”).

WHEREAS, Calavo and Employee are parties to an Employment Agreement dated May 2, 2020 (the “Employment Agreement”);

WHEREAS, on June 16, 2021, Employee is submitting a letter of resignation concerning his intention to terminate his employment with the Company pursuant to Section 1(b) of the Employment Agreement;

WHEREAS, in exchange for the benefits provided in this Agreement, Employee has agreed to remain employed by Calavo until July 16, 2021 (the “Termination Date”) and Manion Consulting has agreed to join in this Agreement to assist in the transition resulting from Employee’s departure;

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained herein, the parties mutually agree as follows:

1. Change In Responsibilities/End of Employment. Effective June 16, 2021, Employee will cease performing the responsibilities of Chief Financial Officer of Calavo and will no longer have the title of Chief Financial Officer of Calavo. From June 16, 2021 until the Termination Date (the “Transition Period”), Employee and Manion Consulting shall assist Calavo in transitioning Employee’s job responsibilities to such persons as the Company may designate. Employee’s employment with Calavo shall cease on the Termination Date.
 2. Resignation Without “Good Reason”. Employee acknowledges and agrees that he has resigned his employment without Good Reason as defined in Section 5(b)(iv) of the Employment Agreement and that his employment has not been terminated by Calavo. As a result, Employee is not entitled to the payments and benefits set forth in Section 5(b)(iv) of the Employment Agreement. Without limiting the foregoing, Employee is not entitled to the payment of COBRA payments on his behalf, participation in benefits offered by Calavo following the Termination Date, any bonus payments or additional equity awards from Calavo, or the vesting of any restricted stock, stock options, restricted stock units, or other equity awards, whether issued under Calavo’s MIP, the Employment Agreement or otherwise, that have not vested as of June 16, 2021 (the “Unvested Equity”). All Unvested Equity that Employee may hold shall be null and void and Calavo is entitled to notify its transfer agent of this fact.
 3. Final Paycheck and PTO. On the Termination Date, Calavo shall provide Employee with his final paycheck consisting of his salary for the period from July 5 to July 16 plus his accrued and unused vacation pay and/or paid time off, all subject to applicable withholdings.
 4. Manion Consulting, Inc. Consulting Services.
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(a) Consulting Services. In order to further assist Calavo's transition to a new Chief Financial Officer, from July 17, 2021 to December 16, 2021 (the "Consulting Period") Manion Consulting shall provide consulting services to Calavo upon Calavo's reasonable request concerning matters within its experience and expertise, including but not limited to providing advice and recommendations concerning best practices and operational matters relating to Calavo's accounting and finance operations (the "Consulting Services"). Manion Consulting shall furnish, at its own expense, the equipment and materials required to perform the Consulting Services. In no event will the Consulting Services interfere or conflict with any post-Termination Date commitments or activities of Manion Consulting or Kevin Manion. It is expressly agreed by the parties hereto that Kevin Manion shall not be an employee of Calavo during the Consulting Period and shall not be entitled to receive any employee benefits, equity awards, or accrual of past equity awards during the Consulting Period. Manion Consulting will be an independent contractor of Calavo, and this Agreement shall not be construed to create any partnership, joint venture, employee or agency relationship for any purpose. During the Consulting Period Kevin Manion and Manion Consulting shall have no authority (and shall not hold themselves out as having authority) to bind Calavo and they shall not make any agreements or representations on Calavo's behalf without Calavo's prior written consent.

(b) Duty to Maintain Confidential Information. During the Consulting Period and thereafter, Kevin Manion and Manion Consulting shall maintain the confidentiality of Calavo's confidential and proprietary information and shall abide by Calavo's insider trading policy.

(c) Consulting Payments. In consideration of the Consulting Services, Calavo shall pay Manion Consulting the gross sum of \$250,000 (the "Manion Consulting Payments") according the following schedule:

- (i) \$50,000 on August 16, 2021;
- (ii) \$50,000 on September 16, 2021;
- (iii) \$50,000 on October 15, 2021;
- (iv) \$50,000 on November 16, 2021.; and
- (v) \$50,000 on December 16, 2021.

(d) Responsibility for Tax Payments. Kevin Manion and Manion Consulting warrant and agree that they will be solely responsible for any tax obligations that may result from the Consulting Payments.

(e) The Manion Consulting Payments will not be made unless Kevin Manion and Manion Consulting LLC execute and do not revoke this Agreement and the Supplemental Release described in Section 7 below and comply with the obligations imposed on them by those Agreements.

5. No Amounts Owning. Employee acknowledges that he has received all wages, bonuses, equity grants, other compensation, vacation pay, and expense reimbursements due through the date of execution of this Agreement.

6. Release & Promise Not to Sue.

(a) Release. Employee agrees for Employee, Employee's heirs, executors, administrators, agents, successors and assigns to forever release and discharge the "Released Parties" (as defined below) from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, losses and expenses of every nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, based on anything that happened or did not happen at any time up to and including the date that Employee signs this Agreement ("Claims"). This total release includes, but is not limited to: (1) all Claims arising directly or indirectly from Employee's employment with Calavo, the termination of that employment, and to salary, bonuses, commissions, equity awards, vacation pay, fringe benefits and expense reimbursements pursuant to any federal, state or local law; (2) all common law Claims, including, but not limited to, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy, defamation and impairment of economic opportunity; (3) all Claims arising under the California Constitution, the California Labor Code, and/or California Business & Professions Code; (4) all Claims arising under any law prohibiting discrimination based upon any protected characteristic (including, but not limited to, age, race, sex, national origin, religion, sexual orientation, and disability/handicap status), including, but not limited to, all Claims arising under the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, Section 503 of the Rehabilitation Act of 1973, 29 CFR §§ 1625.22-1625.23, the Older Workers Benefit Protection Act, 29 USC §§621, 623,626, 623, and the California Government Code; (5) all Claims arising under the California and Federal Family and medical Leave Acts and the Employee Retirement Income Security Act of 1974, as amended; and (6) all Claims arising under any law/cause of action (whether federal, state, or local) governing the employment relationship. "Released Parties" means Calavo, Calavo's past, present, and future parents, subsidiaries, affiliates, and Calavo's Affiliates; all of the foregoing entities' successors and assigns; all of the foregoing entities' officers, directors, agents, employees, insurers, attorneys, representatives, benefit plans (including such plans' insurers, administrators, and fiduciaries), and the like; and any other person/entity claimed to be jointly and/or severally liable with Calavo or through which (or in concert with) Calavo has acted with respect to Employee. Manion Consulting agrees for itself and its stockholders and successors and assigns to forever release and discharge the Released Parties from any and all Claims.

(b) Agreement Not to Sue. Employee and Manion Consulting shall not file suit in any court (or join any suit or accept relief in any suit) against any of the Released Parties asserting, pleading, or raising any claims released/waived by this Agreement. Employee and Manion Consulting shall pay the reasonable attorneys' fees and costs that any of the Released Parties incurs in defending against any such released/waived claims.

(c) Retained Claims. Notwithstanding the foregoing, the release provided herein does not extend to and the Employee is not releasing (i) any rights or claims as an equity holder in the Company or any Releasees, (ii) rights to or claims for indemnification or

advancement of expenses, (iii) those rights under the Employment Agreement which by their terms expressly survive the termination of Employee's employment, and (iv) claims that cannot be released as a matter of law (collectively, the "Retained Claims").

7. Execution of Further Release. In addition to the releases contained in this Agreement, on the Termination Date Employee and Manion Consulting shall execute and shall not thereafter revoke a Supplemental Release in the form attached hereto as Exhibit A.

8. Right to Participate In Administrative Proceedings. Nothing herein shall be construed to foreclose Employee's right to file a charge with or participate in a charge by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that Employee's release of claims herein bars Employee from recovering such monetary relief from the Company or any Releasee, other than an award from a government administered whistleblower award program), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, or claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA.

9. Newly Discovered Facts. Employee and Manion Consulting each hereby acknowledges that they may hereafter discover facts different from or in addition to those that they now knows or believes to be true when they expressly agreed to assume the risk of the possible discovery of additional facts, and they agree that this Agreement will be and remain effective regardless of such additional or different facts. Employee and Manion Consulting expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

10. Waiver of Section 1542. Employee and Manion Consulting hereby state that it is their intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys fees and costs hereinabove released whether known or unknown, suspected or unsuspected. Employee hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

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

11. Entire Agreement. This Agreement embodies the entire agreement of the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Agreement or between Employee or Manion Consulting and any Calavo Affiliate concerning the matters addressed

herein. The parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement.

12. Payment Obligations Absolute. Except for required tax withholding with respect to the payments described in Section 3 and execution and nonrevocation of this Agreement and the Supplemental Release with respect to the Manion Consulting Payments, the payment obligations of Calavo under this Agreement are absolute and unconditional and not subject to any offset or other reduction provided that Employee and Manion Consulting are not in breach of their obligations under Sections 6 and 7 of this Agreement or under the Supplemental Release.

13. Binding Nature. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each party, and inure to the benefit of each party, its or his agents, directors, officers, employees, servants, successors, and assigns, as well as all of the Released Parties.

14. Construction. This Agreement shall not be construed in favor of one party or against another.

15. Partial Invalidity. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

16. Compliance with Terms. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

17. Governing Law. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance.

18. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

20. Knowing and Voluntary Waiver. Employee acknowledges and agrees that: (1) he has carefully read and fully understands the terms of this Agreement, including its release-of-claims provisions; (2) he has been given adequate time to consider, and (if he desires) to consult with an attorney about, whether to sign this agreement; (3) he signs this Agreement knowingly, freely, and voluntarily—without any coercion, duress, or undue influence; and (4) as required by applicable law, this Agreement shall be filed by Calavo with the Securities and Exchange Commission.

21. Time To Review Agreement/Right to Revoke. Employee acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 (“ADEA”). He also acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which he was already entitled. Employee further acknowledges that he has been advised by this writing, as required by the Older Workers’ Benefit Protection Act, that:

(a) His waiver and release do not apply to any rights or claims that may arise after the date of Employee’s execution of this Agreement;

(b) Employee has been and is hereby advised in writing to consult with an attorney prior to signing this Agreement;

(c) Employee has been provided a full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) days within which to consider it;

(d) To the extent Employee takes less than twenty-one (21) days to consider this Agreement prior to execution, Employee acknowledges that Employee has had sufficient time to consider this Agreement, and that Employee expressly, voluntarily and knowingly waives any additional time;

(e) Employee is aware of his right to revoke this Agreement at any time within a seven (7) day period following the date Employee executes this Agreement. Employee may revoke this Agreement within seven days of Employee’s signing it by delivering a written notice of revocation to Calavo’s executive offices addressed to Calavo’s then Chief Executive Officer; and

(f) This Agreement shall not be effective or enforceable until the seven-day revocation period has expired. If the last day of the revocation period is a Saturday, Sunday, or legal holiday, then the revocation period shall not expire until the next following day which is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Dated: 6/16/21

Calavo Growers, Inc.

By: /s/ James E Gibson
Name: James E. Gibson
Its: CEO

Dated: 6/16/21

Kevin Manion

/s/ Kevin Manion

Dated: 6/16/21

Manion Consulting, Inc.

By: /s/ Kevin Manion
Name: Kevin Manion
Its: President

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “Agreement”) is made and entered into as of June 17, 2021 (the “Effective Date”), by and between Calavo Growers, Inc. (the “Company”) and Farha Aslam (“Contractor”). The Company and Contractor are referred to herein individually as a “Party” and collectively “Parties.”

SECTION 1. SERVICES

1.1 The Company hereby appoints Contractor to render services to the Company as its interim Chief Financial Officer, providing such services consistent with this role as the Company acting through its Chief Executive Officer may request, including providing periodic reports to the Company’s Board of Directors (the “Services”). The Services shall not include preparation of the Company’s financial statements, although Contractor shall review such financial statements. Contractor hereby accepts such appointment and agrees to render such Services to the best of Contractor’s ability.

1.2 The Company shall not control the manner or means by which Contractor performs the Services, including but not limited to the time and place Contractor performs the Services.

1.3 Contractor shall furnish, at her own expense, the equipment, supplies and other materials used to perform the Services. The Company shall provide Contractor with access to its premises, use of a computer to be used for the Services, and access to the Company’s computer network to the extent necessary for the performance of the Services.

1.4 The Company acknowledges and agrees that Contractor will not be providing full-time services to the Company, and that Contractor may consult with or become an employee of other entities, subject to the obligations as to confidential and proprietary information of the Company as set forth in this Agreement.

SECTION 2. TERM

2.1 This Agreement shall commence on the Effective Date and shall continue until June 17, 2022, or upon Contractor’s death or disability, provided that either Party may terminate this Agreement upon thirty days’ notice (the “Term”).

2.2 During the Term, Contractor shall continue to serve on the Company’s Board of Directors and to receive fees for such services. Contractor shall not serve on the Audit, Nominating, or Corporate Governance committees of the Company’s Board of Directors or receive fees for serving on such committees during the Term.

2.3 Termination of this Agreement shall not terminate Contractor’s service on the Company’s Board of Directors. Upon expiration of the Term, Contractor shall be reinstated to any committees of the Board of Directors on which she served immediately prior to the Effective Date.

SECTION 3. FEES AND EXPENSES

3.1 As full compensation for the Services and the rights granted to the Company in this Agreement, the Company shall pay Contractor a fee in the amount of \$26,000 per month (the "Consulting Fee"). The Consulting Fee shall be payable in arrears on the 17th day of each month that this Agreement remains in effect, provided that if the 17th day of the month falls on a weekend or a holiday then payment will be made on the first business day thereafter. Contractor shall receive a prorated portion of the final month's Consulting Fee if this Agreement is terminated prior to the end of the monthly period for which such Consulting Fee applies.

3.2 Contractor acknowledges that she will receive an IRS Form 1099-MISC from the Company, and that she shall be solely responsible for all federal, state and local taxes, as set forth in Section 4.2.

3.3 The Company shall reimburse Contractor for all reasonable travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by Contractor in connection with providing the Services.

SECTION 4. RELATIONSHIP OF THE PARTIES

4.1 Contractor is an independent contractor of the Company, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Contractor and the Company for any purpose.

4.2 Without limiting Section 4.1, Contractor will not be eligible under this Agreement to participate in any vacation, paid time off, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not be responsible for withholding or paying any income, payroll, Social Security or other federal, state or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Contractor's behalf.

SECTION 5. CONFIDENTIAL INFORMATION

5.1 Contractor agrees that all business, technical, creative, financial, or proprietary information, including without limitation, trade secrets, technology, information pertaining to business operations and strategies, and any and all work product Contractor creates for the Company or learns or obtains from the Company during the term of this Agreement constitutes "Confidential Information."

5.2 Contractor shall use Confidential Information solely for the Services. Contractor may divulge Confidential Information only as necessary to provide the Services.

5.3 Notwithstanding any other provision of this Agreement, Contractor will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of Confidential Information that:

(a) is made (A) in confidence to a federal, state, or local governmental official, either directly or indirectly, or to any attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law;

(b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding; or

(c) is required to be disclosed under applicable laws or regulations or an order by a court or other regulatory body having competent jurisdiction; provided that in such event, Contractor agrees to (i) promptly notify the Company of such disclosure requirement or order (which shall include a copy of any applicable subpoena or order), (ii) afford the Company an opportunity to oppose, limit or secure confidential treatment for such required disclosure or order, (iii) take all reasonable steps necessary to assist the Company, at the expense of the Company, in protecting the confidentiality of Confidential Information, and (iv) disclose only that portion of Confidential Information that Contractor is legally required to disclose.

SECTION 6. INDEMNIFICATION

6.1 In the event that Contractor is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that Contractor provided services to the Company or any affiliate of the Company pursuant to this Agreement, Contractor shall be indemnified and held harmless by the Company to the maximum extent permitted under applicable law and the Company’s bylaws from and against any liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys’ fees). Notwithstanding the foregoing, this paragraph shall not apply to any Proceeding, contest or dispute between the Company or any of its affiliates and Contractor.

SECTION 7. MISCELLANEOUS

7.1 Entire Agreement. This Agreement sets forth all intentions, understandings, covenants, promises, warranties, representations, conditions, rights and obligations of the parties and supersedes all previous or contemporaneous agreements, understandings, negotiations and proposals relating to the subject matter hereof. No subsequent modifications or amendments to this Agreement shall be binding upon the parties unless reduced in writing and signed by the respective authorized officers of the parties.

7.2 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.3 Survival of Terms. The terms and conditions of Sections 2.3, 4, 5, 6, and 7 shall survive the expiration or termination of this Agreement.

7.4 Execution. This Agreement may be executed in multiple counterparts and by facsimile or pdf signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, both the Company and Contractor have executed this Agreement as of the date first above written.

CALAVO GROWERS, INC.

By: /s/ James Gibson

Name: James Gibson

Title: Chief Executive Officer

/s/ Farha Aslam

FARHA ASLAM