

DANIEL AZIZI, ESQ., SBN 268995  
LIILIUOKALANI MARTIN, ESQ. SBN 292778  
MICHAEL JUAREZ-MUNOZ, ESQ SBN 341142  
**DOWNTOWN L.A. LAW GROUP**  
910 S. Broadway  
Los Angeles, California 90015  
Phone: (213) 389-3765  
Fax: (877) 389-2775  
Email: [Daniel@downtownlalaw.com](mailto:Daniel@downtownlalaw.com)  
Email: [Lili@downtownlalaw.com](mailto:Lili@downtownlalaw.com)  
Email: [Michael@downtownlalaw.com](mailto:Michael@downtownlalaw.com)

Attorney for Plaintiff David Gonzalez,  
Individually and on behalf of all others  
similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

DAVID GONZALEZ, an individual, and on  
behalf of similarly aggrieved employees

Plaintiff,

v.

SYSCO LOS ANGELES, INC., a Delaware  
corporation; and DOES 1 through 20,  
inclusive,

Defendants

Case No. 22STCV03775

Assigned to Hon. Judge Carolyn B. Kuhl, Dept. 12,  
for all purposes

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: June 18, 2024  
Time: 10:30a.m.  
Dept.: 12

Action Filed: January 31, 2022  
Trial Date: None Set

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Preliminary Approval of a Class Action Settlement came before this Court, the Honorable Carolyn B. Kuhl presiding. The Court having considered the papers submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Class based upon the

1 terms set forth in the Class Action and PAGA Settlement Agreement (“Settlement”). All terms used  
2 herein shall have the same meaning as defined in the Settlement. The settlement set forth in the  
3 Settlement appears to be fair, adequate and reasonable to the Class.

4 2. The Settlement including the Gross Settlement Amount of \$2,100,000.00 for approximately  
5 581 Class Members falls within the range of reasonableness and appears to be presumptively valid,  
6 subject only to any objections that may be raised at the final fairness hearing and final approval by  
7 this Court.

8 3. A final fairness hearing on the question of whether the proposed Settlement, the Class  
9 Counsel Fees Payment and Class Counsel Expenses Payment, the amount of PAGA Penalties, and the  
10 Class Representative Service Payment should be finally approved as fair, reasonable and adequate as  
11 to the members of the Class is scheduled in Department 12 on the date and time set forth in the  
12 implementation schedule in Paragraph 9 below.

13 4. This Court approves, as to form and content, the Court Approved Notice of Class Action  
14 Settlement and Hearing Date for Final Court Approval (the “Class Notice”), in substantially the form  
15 attached as Exhibit 1 to Exhibit A of the Declaration of Liliuokalani Martin and attached hereto as  
16 **Exhibit 1**. The Court approves the procedure for Class Members to participate in, to opt out of, and to  
17 object to, the Settlement as set forth in the Settlement Agreement.

18 5. The Court directs the mailing of the Class Notice by first class United States mail to  
19 the Class Members in accordance with the Implementation Schedule set forth below. The Court finds  
20 the dates selected for the mailing and distribution of the Class Notice, as set forth in the Implementation  
21 Schedule, meet the requirements of due process and provide the best notice practicable under the  
22 circumstances and shall constitute due and sufficient notice to all persons entitled thereto

23 6. It is ordered that the Class is conditionally certified for settlement purposes only for  
24 purposes of C.C.P. section 382.

25 7. The Court appoints Plaintiff David Gonzalez as Class Representative, and Daniel Azizi,  
26 Liliuokalani Martin, and Michael Juarez-Munoz of Downtown LA Law Group, LLP, as Class Counsel.

27 8. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

28 9. The Court orders the following **Implementation Schedule** for further proceedings:

|    |                                                                                                                                                  |                                                                                                      |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| A. | Deadline for Defendant to Submit Class Data to Settlement Administrator                                                                          | [Not later than 15 days after the Court grants Preliminary Approval of the Settlement]<br>S.A. ¶ 4.2 |
| B. | Deadline for Settlement Administrator to mail Class Notice to Class Members                                                                      | [Not later than 14 days after the Settlement Administrator receives the Class Data]<br>S.A. ¶ 7.4.2  |
| C. | Deadline for Class Members to Object or Request to be Excluded from Settlement                                                                   | [60 days after the Settlement Administrator mails the Class Notice to Class Members]<br>S.A. ¶ 9     |
| D. | Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Service Payment | [16 court days prior to the Final Approval and Fairness Hearing]<br>S.A. ¶ 3.2.1                     |
| E. | Final Approval and Fairness Hearing                                                                                                              |                                                                                                      |

Dated: \_\_\_\_\_

*HON. CAROLYN B. KUHL*

*JUDGE OF THE SUPERIOR COURT*

# EXHIBIT 1

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

### **DAVID GONZALEZ, et al. v. SYSCO LOS ANGELES, INC., et al.**

Los Angeles County Superior Court Case No. 22STCV03775

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from a class action lawsuit (“Action”) against Sysco Los Angeles, Inc. (“Defendants” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, David Gonzalez (“Plaintiff”), and seeks payment of (1) unpaid minimum wages and overtime, meal and rest period premiums, civil penalties, and other relief for a class of non-exempt employees who worked for Sysco Los Angeles, Inc. in California at any time from January 31, 2018 to August 31, 2023 (“Class Period”) (“Class Members”), and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Sysco Los Angeles, Inc. at any time from October 26, 2021 to August 31, 2023 (“PAGA Period”) (“Aggrieved Employees”).

Defendants deny liability and believe all appropriate wages were paid and that it otherwise complied with all Labor Code obligations, including providing its non-exempt hourly employees with legally mandated meal period and rest breaks. However, Plaintiff and Defendants have agreed to settle the case rather than continuing the expensive and time-consuming process of litigation.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more Class Period workweeks or PAGA Period pay periods, you can submit a challenge by **[REDACTED]**. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Sysco Los Angeles, Inc. at any time during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

#### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>                                                                                                                                           | <p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).</p>                                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br/> <b>The Opt-out Deadline is</b><br/> <span style="background-color: yellow;">[REDACTED]</span></p>                                   | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>       |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br/> <b>Written Objections Must be Submitted by</b> <span style="background-color: yellow;">[REDACTED]</span></p> | <p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |

|                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Can Participate in the [REDACTED] Final Approval Hearing</b>                                                                     | The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.                                                                                                                               |
| <b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b><br><br><b>Written Challenges Must be Submitted by [REDACTED]</b> | The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice. |

## 1.WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, including minimum wages and overtime, failure to provide meal and rest periods, failure to pay all wages due and owing at the time of termination, failure to provide accurate itemized wage statements, and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the PAGA.

Plaintiff is represented by Class Counsel Liliukalai Martin and Michael Juarez-Munoz of Downtown LA Law Group, 910 S. Broadway Ave, Los Angeles, CA 90015.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws at all relevant times.

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy, written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any alleged claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants will pay \$2,100,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by **ILYM Group, Inc.**, the Court-appointed settlement administrator of the Settlement (“Administrator”). The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Effective Date of the Settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

A. Settlement of David Gonzalez Individual Claims of \$140,000.

B. Up to \$ \_\_\_\_\_ (or 33.33%) of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$20,000.00 for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

C. Up to \$5,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

D. Up to \$9,950.00 to the Administrator for services administering the Settlement.

E. Up to \$75,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period pay periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

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

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Settlement payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Settlement

payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the California Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Class Period workweeks or PAGA Period pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release, as set forth under the terms of the proposed Settlement:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action,

including but not limited to, failure to pay wages including minimum wages and overtime, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate itemized wage statements, unfair competition based on these claims, and other associated penalties. This release shall apply to claims arising during the Class Period. Except as set forth in Section 5.3 of [the] Agreement, Participating Class Members, other than the Class Representative, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows, as set forth under the terms of the proposed Settlement:

All Non-Participating Class Members and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action. This release shall apply to claims arising during the PAGA Period.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing **\$18,750.00** (25% of the PAGA Penalties) by the total number of PAGA Period pay periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Period workweeks you worked and the number of PAGA Period pay periods you worked, as determined from Defendants' records, are stated on the first page of this Notice. You have until  to challenge the number of Class Period workweeks and/or PAGA Period pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Class Period workweeks and/or PAGA Period pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Period workweek and/or PAGA Period pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class

Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check (if any) to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as "DAVID GONZALEZ, et al. v. SYSCO LOS ANGELES, INC, et al., Case No. 22STCV03775," and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the proposed Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at       (time)       in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://acikiosk.azurewebsites.us/advisement?dept=CX104>. Check the Court's website for the most current information.

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

## 9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to       (specify entity)      's website at       (url)      . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and entering the Case Number for the Action, Case No. 22STCV03775.

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

### Class Counsel:

Name of Attorney: Liliukalai Martin and Michael Juarez-Munoz  
 Email Address: lili@downtownlalaw.com  
 Name of Firm: Downtown LA Law Group  
 Mailing Address: 910 S. Broadway Ave, Los Angeles, CA 90015  
 Telephone: (949) 389-3765

### Settlement Administrator:

Name of Company: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds. You will have no other way to recover the money.

## **11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

---

4855-2270-1759, v. 1