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ANTHONY GARCIA

[Additional Counsel on Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE**

ANTHONY GARCIA, on behalf of himself, and
all persons similarly situated,

Plaintiff,

v.

SYSCO RIVERSIDE, INC., a Delaware
Corporation; SYSCO CORPORATION, a
Delaware Corporation; and DOES 1 through 50
inclusive,

Defendants.

Case No. CVRI2103935

[Consolidated with Case No.: CVRI2201916]

Assigned for All Purposes to:

Hon. Harold W. Hopp

Dept.: 1

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 26, 2024

Time: 8:30 a.m.

Dept.: Dept. 1

Trial Date: None set

1 James R. Hawkins (SBN 192925)
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2 Mitchell J. Murray (SBN 285691)

3 **JAMES HAWKINS APLC**

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8 Attorneys for Plaintiffs HOWARD MOORE,
on behalf of himself and all others similarly situated
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1 I, James Hawkins, declare as follows:

2 1. I am an attorney, duly licensed to practice before all the Courts of the State of California and I am
3 the principal of James Hawkins, APLC, counsel of record for Plaintiff Howard Moore. I have personal
4 knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so
5 competently.

6 2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action
7 and PAGA Settlement, Approval of Class Notice, and Conditional Certification of Settlement Class (the
8 "Preliminary Approval Motion").

9 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and Representative
10 Action Settlement (the "Settlement" or "Settlement Agreement"). Attached as **Exhibit A** to the Settlement
11 Agreement is the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court
12 Approval (the "Class Notice").

13 4. Defendants do not oppose the Motion for Preliminary Approval.

14 5. The Settlement will resolve all claims that may be or could have been asserted against the Released
15 Parties based on the factual allegations in the Garcia Action and the Moore Action and ascertained in the
16 course of the Actions, including but not limited to failure to pay wages including minimum wages and
17 overtime, failure to pay on-call pay, failure to pay reporting time pay, failure to provide meal and rest
18 periods, failure to timely pay wages, waiting time penalties, failure to provide accurate itemized wage
19 statements, failure to reimburse necessary business expenses, unfair competition based on these claims,
20 and other associated penalties. Participating Class Members, other than the Class Representatives, do not
21 release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social security, workers'
23 compensation, or claims based on facts occurring outside the Class Period. (Settlement Agreement, ¶¶
24 5.2).

25 PROCEDURAL HISTORY

26 6. On August 31, 2021, Plaintiff Anthony Garcia filed a PAGA Representative Action captioned
27 *Anthony Garcia v. Sysco Riverside, Inc.*, Case No. CVRI2103935 against Defendants, alleging: (1) civil
28 penalties under Labor Code § 226.3; (2) civil penalties under Labor Code § 558; (3) civil penalties under

1 Labor Code § 1197.1; (4) civil penalties under Labor Code §§ 6300 et seq.; and (5) civil penalties under
2 Labor Code § 2699 (the “Garcia Action”).

3 7. On May 13, 2022, Plaintiff Howard Moore filed a putative wage-and-hour class action, Case No.:
4 CVRI2201916, on behalf of himself and a class of similarly situated persons who were employed by
5 Defendants from May 13, 2018, to the resolution of the matter, alleging that Defendants (1) failed to pay
6 minimum wages; (2) failed to pay overtime owed; (3) failed to provide lawful meal periods; (4) failed to
7 authorize and permit rest periods; (5) failed to timely pay wages during employment; (6) failed to timely
8 pay all wages owed upon separation from employment; (7) failed to reimburse necessary expenses; (8)
9 knowingly and intentionally failed to comply with itemized wage statement provisions; (9) failed to pay
10 reporting time wages and (10) engaged in unfair competition (the “Moore Action”). Notice was provided
11 to the LWDA pursuant to Labor Code section 2698 et seq. (“PAGA”) the same day.

12 8. On September 15, 2022, Plaintiff Howard Moore, having provided notice to the LWDA pursuant
13 to PAGA and more than 65 days having elapsed with no response, filed a First Amended Complaint which
14 added claims for penalties pursuant to PAGA for the alleged Labor Code violations.

15 9. On September 26, 2022, Plaintiff Garcia and Plaintiff Moore stipulated to the consolidation of the
16 Moore Action, with the Garcia Action (collectively, the “Actions”). The Garcia Action was designated as
17 the Lead Action.

18 **INVESTIGATION AND MEDIATION**

19 10. Prior to filing the lawsuits, Class Counsel thoroughly investigated the facts and circumstances
20 underlying the potential claims. This required, among other things, numerous telephonic conferences with
21 Plaintiffs, analysis of documents and other information provided by Plaintiffs, investigation into the
22 viability of class treatment of the potential claims, and research of the applicable law. After conducting
23 their initial investigation, Class Counsel determined that Plaintiffs’ claims were well suited for class
24 adjudication based on what appeared to be a common course of conduct affecting a similarly situated
25 group of employees.

26 11. After filing the lawsuit, Class Counsel conducted a thorough investigation including: (1)
27 conducting extensive informal discovery; (2) reviewing and analyzing thousands of timekeeping and
28 payroll records, Defendants’ employee handbook, Plaintiffs’ personnel files, and relevant policies and

1 procedures; (3) researching the applicable law and potential defenses; (4) interviewing Class Members
2 regarding their experience and the claims asserted; and (5) analyzing and calculating Defendants' potential
3 liability based on interpretations of California law.

4 12. After analyzing the relevant documents and data, Class Counsel determined that this case was
5 likely suitable for resolution via mediation. Given the high degree of risk for both sides, the Parties elected
6 to mediate Plaintiffs' claims and explore the possibility of settlement.

7 13. Prior to mediation, Defendants produced a large volume of documents and data concerning the
8 putative class members. Plaintiffs were provided with Plaintiffs' personnel records, time records, and
9 payroll records, employee handbooks, collective bargaining agreements, and job descriptions, as well as
10 a 10% random sampling of time records and pay records for the Class.

11 14. In addition, Defendants provided class and PAGA group information the number of putative Class
12 Members and Aggrieved Employees during the Class Period and PAGA Period, respectively, the number
13 of workweeks worked by Class Members during the Class Period, the number of pay period worked by
14 Aggrieved Employees during the PAGA Period, and shift data including number of meal period eligible
15 shifts.

16 15. Counsel for the Parties investigated the law as applied to the facts discovered regarding the alleged
17 claims of the Class Members and potential defenses thereto, and the damages and penalties claimed by
18 the Class Members. The Parties conducted their own evaluations of the potential recoveries based on the
19 claims alleged in the Action.

20 16. On September 22, 2023, the Parties engaged in a full-day voluntary mediation with the Judge
21 William Pate (ret.). Although the Parties were unable to resolve the dispute at the mediation session, the
22 Parties continued discussions and negotiations with the assistance of Judge Pate in the following months.
23 With the aid of a mediator's proposal, the Parties reached an agreement to resolve the Action.

24 17. After additional negotiation, the Parties agreed to a settlement of all claims in the Consolidated
25 Complaint. Accordingly, the Settlement was the product of arm's length bargaining by the Parties with
26 the assistance of Judge Pate. The information exchanged between the Parties allowed them to assess the
27 merits of the claims and defenses, and to reach a compromise on the issues.

28 18. At all times, the negotiations leading to the mediator's evaluation and proposal, and eventually to

1 the long-form Settlement Agreement, have been adversarial, non-collusive, conducted at arm's length,
2 and supported by a knowledgeable mediator.

3 19. Plaintiffs and Class Counsel recognized that increases in expenses and the length of proceedings
4 would be a necessary and undesirable consequence of continued litigation against Defendants through
5 trial and through any appeals. Plaintiffs and Class Counsel also have considered the uncertainty and risk
6 of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation.
7 Plaintiffs and Class Counsel have conducted extensive settlement negotiations, including the above-
8 mentioned mediation and through the long-form Settlement Agreement. Based on the foregoing, Plaintiffs
9 and Class Counsel believe the Settlement set forth in this Settlement is a fair, adequate, and reasonable
10 settlement, and it is in the best interests of the Class Members.

11 20. Although a settlement has been reached, Defendants deny any and all liability or wrongdoing of
12 any sort with regard to the claims and Defendants maintains that for any purpose other than settlement,
13 this Action is not appropriate for class action treatment. Defendants deny all allegations asserted in the
14 operative complaint, and all claims made by Plaintiffs. Defendants assert that they have no liability for
15 any Plaintiffs' or any Class Member's claims under any statute, wage order, regulation, common law, or
16 equitable theory.

17 21. While Plaintiffs believe in the strength of their allegations and that their claims are appropriate
18 for class certification, Plaintiffs and Class Counsel have balanced our evaluation of the validity and
19 merit of the asserted claims against potential problems of proof, the legal standards governing litigation
20 of the class claims against potential problems of proof, the legal standards governing litigation of the
21 class claims, the uncertainty of obtaining and maintaining class certification through trial, the potential
22 for appeals, the expense and burden associated with prolonged litigation, the various defenses asserted
23 by Defendants.

24 22. Based on my evaluation, I believe that the terms set forth in the Settlement are fair, adequate, and
25 reasonable and in the best interest of the Class, including Plaintiffs.

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THE TERMS OF THE SETTLEMENT

23. Subject to Court approval, Defendants will pay a Gross Settlement Amount of \$2,167,719, which is the maximum settlement sum to be paid by Defendants under the Settlement, except as provided in Paragraph 9 of the Settlement Agreement. (Settlement § 1.22.)

24. The Net Settlement Amount (“NSA”) is the amount to be paid to Participating Class Members as Individual Class Payments after deducting the Court approved payments for: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payments, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (*Id.* § 1.28.).

25. Based on the following requested amounts, the NSA is estimated to be \$1,375,021:

- a. Class Counsel Fees Payment of \$722,573.00 (33.33% of Gross Settlement Amount) (*Id.* § 3.2.2.);
- b. Class Counsel Litigation Expenses Payment of up to \$20,000 (*Id.*);
- c. Class Representative Service Payments of \$7,500.00 to each Plaintiff (\$15,000 total) (*Id.*, § 3.2.1.); and
- d. PAGA Penalties of \$13,125, with 75% (\$9,843.75) allocated to the LWDA PAGA Payment and 25% (\$3,281.25) allocated to the Individual PAGA Payments (*Id.* § 3.25); and
- e. Administration Expenses Payment up to \$15,000 (*Id.* § 3.2.3.)

26. Participating Class Members Individual Class Payments will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (*Id.* § 3.2.4.)

27. All Class Members will receive notice of the Settlement and are not required to submit a claim form for their share of the Net Settlement Amount. (*Id.* § 7.5.3.) Class Members shall have until the Response Deadline to dispute the number of workweeks that they are credited. (*Id.* § 7.6.) Within fourteen (14) calendar days after receiving the Class List from Defendants, the Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail. (*Id.* § 7.4.2.) Prior to mailing, the Administrator will perform a search based on the National Change of Address Database for information to update and correct the Class List based on any known or identifiable address changes. (*Id.*) The

1 Administrator will also attempt to obtain valid mailing addresses on Class Notices returned as
2 undeliverable in accordance with the terms of the Settlement. (*Id.* § 7.4.3.)

3 28. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Class
4 Notice by the Administrator. (*Id.* §1.43.) Class Members to whom Class Notices are re-mailed in
5 accordance with the notice procedure set forth in the Settlement shall have fourteen (14) calendar days
6 from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for
7 Exclusion, an Objection, or a dispute. (*Id.*) Class Notices that are re-mailed shall inform the recipient of
8 this adjusted deadline. (*Id.*)

9 29. In order for any Class Member to validly exclude themselves from the Class and this Settlement, a
10 written request for exclusion containing all the required information must be filled out and timely sent to
11 the Administrator, postmarked by no later than the Response Deadline (60 days after the date the
12 Administrator mails the Notice.) (*Id.* § 8.5.1.)

13 30. A Class Member who requests to be excluded from the Class in writing will not be deemed a
14 Settlement Class Member for any purpose, will not receive an Individual Class Payment, and will not be
15 subject to the terms of the Settlement. (*Id.* § 8.5.4.)

16 31. In accordance with the terms of the Settlement, the entire NSA will be disbursed to Participating
17 Class Members—that is, all Class Members who do not submit timely and valid Requests for Exclusion.
18 (*Id.* §§ 1.23, 7.5.3.)

19 32. In order for any Class Member to object to the Settlement, or any term of the Settlement, the
20 Class Member making the objection must not submit a request for exclusion, and must, by not later than
21 60 days after the Notice was initially mailed to Class Members, submit the Objection to the Court and
22 Class Counsel, along with all supporting papers, in accordance with the terms of the Notice and by the
23 Response Deadline. (*Id.* §§ 7.7.1-7.7.3.)

24 33. To the extent that the Individual Class Payment checks are undeliverable, or the Individual Class
25 Payment checks are uncashed 180 days after the date listed on the check, the amount of those checks
26 shall be sent to the State of California Controller's Office Unclaimed Property Fund to be held in the
27 name of the Class Member. (*Id.* §4.4.3.)
28

1 34. Each Individual Class Payment shall be allocated as follows: 20% as wages (to be reported on an
2 IRS Form W2); and 80% as interest and statutory penalties (to be reported on an IRS Form 1099.) (*Id.* §
3 3.2.4.1.)

4 35. ILYM Group, Inc. shall be the Administrator. (*Id.* § 1.2.) The Administration Expenses Payment
5 are estimated to be \$15,000. (*Id.* § 3.2.3.). These will include, *inter alia*, fees and costs payable to the
6 Administrator for printing, distributing (including with appropriate postage), and tracking documents for
7 this Settlement, any searches to locate any Class Members, translating the notice and related documents
8 into Spanish, calculating estimated Individual Class Payments, tax reporting, distributing the Individual
9 Class Payments, Class Representatives Service Payments, and Class Counsel Fees and Litigation
10 Expenses Payment, providing necessary certification of completion of notice, reports and declarations,
11 establishing and maintaining a website, establishing and administering a qualified settlement fund
12 account, required tax reporting on the Individual Class Payments, the issuing of required tax forms, and
13 other responsibilities as requested by the Parties and the Court.

14 36. After the Judgment is final and Defendants have fully funded the Gross Settlement and
15 separately paid all employer payroll taxes, Participating Class Members will be bound by the following
16 release:

17 All Participating Class Members, on behalf of themselves and their respective former and
18 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
19 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
20 on the Class Period facts stated in the Operative Complaint and ascertained in the course of the
21 Action, including but not limited to failure to pay minimum wages and overtime, failure to pay
22 on-call pay, failure to pay reporting time pay, failure to provide meal and rest periods, failure to
23 timely pay wages, waiting time penalties, failure to provide accurate itemized wage statements,
24 failure to reimburse necessary business expenses, unfair competition based on these claims, and
25 other associated penalties. Except as set forth in Section 6.3 of the Settlement Agreement,
26 Participating Class Members do not release any other claims, including claims for vested
27 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
28 unemployment insurance, disability, social security, workers' compensation, or claims based on
facts occurring outside the Class Period.

25 37. In addition, after the Judgment is final and Defendants have fully funded the Gross Settlement
26 and separately paid all employer payroll taxes, Aggrieved Employees will be bound by the following
27 release:

28 All Participating and Non-Participating Class Members who are Aggrieved Employees are
deemed to release, on behalf of themselves and their respective former and present

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
2 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
3 alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
4 Notices and ascertained in the course of the Action.

5 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

6 38. Class Counsel are experienced wage and hour class action attorneys. We have represented,
7 mediated, tried, and settled numerous class actions in wage and hour litigation and have knowledge of
8 the strengths and weaknesses of the parties' respective positions sufficient to evaluate the fairness of the
9 proposed settlement herein.

10 39. Class Counsel and Plaintiffs understand the uncertain and risky nature of the class certification
11 process as well as the potential merits of both legal and factual defenses expected to be raised by the
12 Defendants. Based upon the uncertainty associated with Defendants' asserted defenses, the risk in
13 certifying a class, the possibility of Defendants prevailing on potentially dispositive motions, and a
14 potential trial, Class Counsel and the Plaintiffs believe the Gross Settlement Amount to settle all Claims
15 in the Actions is fair, reasonable, and adequate under the circumstances and will provide Class Members
16 meaningful compensatory relief without any reversion to Defendants. The Settlement affords the Class
17 Members prompt and substantial relief, while avoiding significant legal and factual obstacles that
18 otherwise may have prevented the Class Members from obtaining any recovery at all. Indeed, the
19 outcome of class certification, trial, and any attendant appeals, is inherently uncertain. Throughout this
20 litigation and the settlement process, Defendants have denied and continue to deny any liability or
21 wrongdoing of any kind associated with Plaintiffs' claims alleged in the Actions. Defendants have also
22 produced evidence which they believe supports their defenses, such that recovery is uncertain.

23 40. Defendants have also consistently denied the propriety of class certification, except for the
24 exclusive purpose of settling the Action. With this in mind, the Parties have concluded that the risks and
25 future expenses involved in continuing the Action will be substantial and have chosen to eliminate any
26 further litigation costs, attorneys' fees, and uncertainty in connection with the Action. In particular,
27 given the heavily disputed nature of the case—both factual and legal grounds—it is expected that
28 substantial expenses would be incurred in determining issues concerning formal discovery, litigating any
class certification or decertification motion and appeals, bringing potentially dispositive motions, and in

1 connection with any trial or appeals after trial. Without admitting or conceding any liability or damages,
2 Defendants has entered into the Settlement to resolve this litigation fully, finally, and forever; to bar
3 further litigation on these legal and factual issues under the terms and conditions set forth in the
4 Settlement; and in order to avoid the burden, expense, and uncertainty associated with litigation.

5 **CLASS COUNSEL'S EVALUATION OF THE CLAIMS**

6 41. Plaintiffs alleged that Defendants (1) failed to pay minimum wages; (2) failed to pay overtime
7 owed; (3) failed to provide lawful meal periods; (4) failed to authorize and permit rest periods; (5) failed
8 to timely pay wages during employment; (6) failed to timely pay all wages owed upon separation from
9 employment; (7) failed to reimburse necessary expenses; (8) knowingly and intentionally failed to
10 comply with itemized wage statement provisions; (9) failed to pay reporting time wages; (10) violated
11 California Business & Professions Code section 17200, et seq; and (11) civil penalties under PAGA.

12 42. Class Counsel estimated that maximum total liability for all claims if they were entirely
13 successful at trial, Defendants did not prevail on any defenses, and all penalties sought were awarded,
14 was approximately \$20,463,755 This estimate was based on the following information: 1,240 class
15 members (695 former and 545 current employees), 875 Aggrieved Employees, 93,678 workweeks
16 during the Class Period, 27,804 pay periods during the PAGA Period, \$26.98 average rate of pay.

- 17 a. Off-the Clock Work: 93,678 workweeks with off-the-clock work (waiting time, COVID
18 checks, security checks) x 1 hour of off-the-clock work per week x \$26.98 per hour =
19 \$2,527,432.
- 20 b. Unpaid Meal Period Premiums: 197,892 shifts with meal period violations x \$26.98 hourly
21 rate = \$5,339,126.
- 22 c. Unpaid Rest Period Premiums: 131,928 shifts with rest period violations x \$26.98 hourly rate
23 = \$3,559,417.
- 24 d. Failure to Timely Pay Final Wages: 695 former employees x \$260.80 average daily pay x 30
25 days = \$5,437,680.
- 26 e. Failure to Reimburse: 23,420 months x \$35.00 per month = \$819,700
- 27 f. PAGA Penalties: 27,804 pay periods x \$100 = \$2,780,400.
- 28

1 43. Class certification was far from certain given Defendants' defenses and the current state of the
2 law regarding certification and establishing common questions of fact, including the decision by the
3 California Supreme Court in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012). As a
4 result, the considerable risk that Defendants could defeat certification, defeat the representative claims,
5 and prevail on its defenses, thus defeating any and all recovery to the class, warranted a compromise of
6 the class claims and resulted in the parties arriving at the terms of their proposed Settlement.

7 44. Defendants denied all allegations and argued that its policies and procedures were compliant.
8 Moreover, Defendants contested certification on the grounds that individualized issues predominated as
9 each class member's experience was different including but not limited the reasons *why* a Class Member
10 may not have taken a meal or rest period. Defendants argued that its timekeeping, meal, and rest period
11 policies were compliant, that it permitted its employees lawful meal and rest periods, and that Plaintiffs'
12 waiting time claim was derivative of his other claims. Defendants have denied and continue to deny all
13 of Plaintiffs' allegations and any liability.

14 45. Based upon Defendants' arguments, defenses, risks to certification and merits, Plaintiffs'
15 Counsel determined that the realistic exposure for claims was approximately \$5,383,559 if the matter
16 were to proceed to trial.

17 46. The negotiated settlement of \$2,167,719 is approximately 10% of the maximum exposure or
18 40% of the realistic liability. Accordingly, I respectfully submit that this settlement amount is well
19 within the ballpark of reasonableness, and that the settlement is fair, reasonable, and adequate.

20 47. This case also has the potential to impose enormous litigation costs on all of the parties, as
21 Defendants is expected to continue challenging Plaintiffs' allegations and to increase the pace of their
22 investigation and opposition. Although it is difficult to foresee the ultimate result of a trial, we anticipate
23 an expensive, complex, and time-consuming process. We foresee the possibility of a lengthy and costly
24 appeal regardless of the outcome of trial, given the unsettled legal landscape governing this case. In
25 order to succeed on the merits, Class Members would also need to prevail on several hotly disputed legal
26 and factual issues. Some of these issues include the ability of the proposed Class Representatives to
27 advance the interests of all Class Members and assert claims which are representative of the entire class.
28 Plaintiffs would need to continue to tenaciously litigate this case through intense discovery,

1 investigation, and motion practice pertaining to manageability, class certification and possible summary
2 judgment issues, based on Defendants' aggressive posturing and vigorous dispute of liability and
3 damages. Given these realities, it is highly likely that the future expense of this litigation, and its
4 duration if the settlement is not approved, would be significant. Thus, the circumstances of this Action
5 weigh heavily in favor of approval of this Settlement.

6 48. The proposed Class Representatives, Anthony Garcia and Howard Moore, provided extensive
7 supporting documents and knowledge in assisting counsel in developing information necessary to
8 litigate and settle this case. Plaintiffs also conducted extensive record review and consultation with
9 counsel to assist in evaluating and proving their claims, provided information and documents that were
10 vital to Class Counsel's prosecution of this matter, and dedicated invaluable effort required to advance
11 this matter to resolution. They also assisted counsel in preparing for mediation and made themselves
12 available during mediation to answer any questions that arose during the course of the mediation. Mr.
13 Moore and Mr. Garcia have been extensively involved in the litigation of the action since its inception,
14 devoting significant time and efforts and taking on the burdens that accompany the position of class
15 representative, including potential adverse effects on future employment opportunities.

16 49. The Settlement provides for Class Representatives Service Payments of up to \$7,500 to each
17 Plaintiff, totaling \$15,000. (Settlement Agreement. § 3.2.1.) The primary consideration for this payment
18 is Plaintiffs' general releases of their individual claims against Defendants and the Released Parties,
19 which are significantly broader in scope than the limited release by other participating class members.
20 (*Id.* §§ 6.1-6.3.) Further, the purpose of this payment is to compensate Plaintiffs for their services and
21 efforts to prosecute this action, and the risk and potential consequences they assumed by virtue of
22 serving as Class Representatives and Plaintiffs. The proposed Class Representatives payments are a
23 small portion of the Gross Settlement Amount (approximately 1.5%), and little in comparison to the Net
24 Settlement Amount guaranteed to be paid to the Settlement Class. The incentive awards are fair and
25 justified as part of the Settlement. Plaintiffs are not receiving preferential treatment, and all Class
26 Members will receive compensation consistent with their proportional share through the efforts of
27 Plaintiffs in the context of this suit. Plaintiffs will provide a declaration regarding their efforts at the time
28 of final approval.

1 50. Commonality: Class Certification, as requested by the parties for the purposes of the Settlement
2 only, should be granted because Plaintiffs allege that the proposed Class Members' claims all stem from
3 the same alleged conduct. Plaintiffs allege that Defendants (1) failed to pay minimum wages; (2) failed
4 to pay overtime owed; (3) failed to provide lawful meal periods; (4) failed to authorize and permit rest
5 periods; (5) failed to timely pay wages during employment; (6) failed to timely pay all wages owed upon
6 separation from employment; (7) failed to reimburse necessary expenses; (8) knowingly and
7 intentionally failed to comply with itemized wage statement provisions; (9) failed to pay reporting time
8 wages and (10) violated Business and Professions Code sections 17200 *et seq.*

9 51. The nature and types of claims available to the Class Members are identical and arise out of
10 application of uniform policies. For purposes of the Settlement, the main individualized differences
11 between Class Members relate to the amount of compensation each Class Member would be entitled to
12 receive based upon workweeks worked. This Action seeks recovery of unpaid wages and penalties
13 pursuant to the California Labor Code, California Industrial Welfare Commission ("IWC") Wage
14 Orders, and Section 17200 of the Business and Profession Code on behalf of Plaintiffs and the rest of the
15 Class Members, who all share claims arising out of the same policies and practices. In addition,
16 Defendants' primary defense that its policies were facially lawful and lawful as applied are common to
17 all members of the Class. Under these circumstances, the commonality requirement for certification for
18 settlement purposes is satisfied.

19 52. Typicality: The typicality requirement is met, as the proposed Class Representatives and the
20 Class Members have claimed that Defendants violated California law by the above-specified conduct.
21 Under these specific circumstances, the typicality requirement for class certification for settlement
22 purposes is satisfied because the Class Representatives and the proposed Class Members all claim that
23 Defendants committed similar violations based upon similar conduct, policies and practice and they seek
24 the same remedies. Plaintiffs contend, and Defendants do not dispute for settlement purposes, that their
25 claims are typical of the claims of the Settlement Class because they arise from the same factual basis
26 and are based upon the same legal theories as those applicable to the Class Members.

27 53. Adequacy and Numerosity: The adequacy requirement is also satisfied. There is no conflict of
28 interest between the Class Representatives and the Class Members. Additionally, the Class

1 Representatives and our firm have vigorously prosecuted this action on behalf of the Class Members and
2 have represented the proposed Class's interests in obtaining documents and information related to the
3 claims in litigation, in settlement negotiations, and at mediation. Our firm is well-versed in handling
4 complex wage and hour class action litigations such as this one and submits that the class size of
5 approximately 1,240 Class Members is sufficiently numerous to warrant conditional class certification.
6 (*Id.* §§ 4.1, 13.1.) Class Counsel have kept in regular touch with Plaintiffs, and believe this settlement is
7 fair to both Plaintiffs and Class Members. I am unaware of any interests of the Class Representatives
8 which are adverse or antagonistic to the interests of the Class.

9 54. Superiority: Common questions of law and fact predominate over individual questions, and
10 class-wide treatment of this dispute is superior to individual litigation. Plaintiffs allege that the Class in
11 this case is sufficiently cohesive, since all Class Members share a common nucleus of facts and potential
12 legal remedies, and because all of the Class Members and the Class Representatives seek unpaid wages,
13 penalties, and interest from Defendants for the allegations described herein. Plaintiffs allege that
14 common questions predominate over individual questions, and the Class Members' potential legal
15 remedies are identical. The alternative method of resolution is individual claims for lesser amounts of
16 damages; however, individual cases would be uneconomical for potential plaintiffs because the cost of
17 litigation dwarfs their potential recovery. While there are many Class Members, many of the Class
18 Members' claims would be too small to justify individual litigation. Further, more than 1,000 separate
19 lawsuits would be an unnecessary drain on judicial resources and could result in conflicting obligations
20 being imposed upon Defendants. Therefore, class treatment is the preferred method of resolution.

21 55. Ascertainability: The proposed Class is ascertainable because all of the Class Members have
22 worked for Defendants as employees and can be identified through Defendants' employee and personnel
23 files and payroll records. Indeed, Defendants have already identified from their records approximately
24 1,240 current and former hourly non-exempt employees comprising the potential Class, which the
25 Parties respectfully request the Court preliminarily certify for settlement purposes. Finally, for the
26 purpose of settlement only, Plaintiffs and Defendants have stipulated to certification of the class.

27 56. The plan for providing notice of the proposed Settlement to the Class will entail the
28 Administrator mailing the Class Notice to all known and reasonably ascertainable Class Members based

1 on Defendants' business records by USPS first class mail. The Class Notice is consistent with notices
2 approved by numerous federal and state courts and is believed to be the best notice practicable under the
3 circumstances of this case.

4 57. The Class Notice also fulfills the neutrality requirement. It summarizes the proceedings to date
5 along with the terms and conditions of the Settlement in an informative and coherent manner, and is
6 accurate, objective, and understandable to Class Members, as is required under prevailing precedent.
7 The Class Notice clearly states the Settlement does not constitute an admission of liability by
8 Defendants and recognizes the Court has not ruled on the merits. It also states the final settlement
9 approval decision has yet to be made. Accordingly, the Class Notice complies with the standards of
10 fairness, completeness and neutrality required of a settlement class notice.

11 CLASS COUNSEL'S EXPERIENCE

12 58. I have a great deal of experience in wage and hour class action litigation. I have been certified
13 and approved as class counsel in many other wage/hour class actions, and I am currently litigating
14 numerous others before this Court and others. Although not an all-inclusive list, over the years I have
15 prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated
16 similar law and facts to those associated with this Action:

17 a. *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-01754. Wage
18 and Hour Class Action case seeking past wages for meal and rest break violations for production
19 workers in the State of California. Plaintiffs' Counsel preliminarily appointed as Class Counsel. Case
20 settled. Final approval granted, and funds fully disbursed.

21 b. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and
22 Hour Class Action case seeking past wages for "off the clock," overtime and meal and rest break
23 violations for production workers in the State of California. Plaintiffs' Counsel appointed as Lead
24 Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

25 c. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour
26 Class Action case seeking past wages for meal and rest period violations for retail employees in the
27 State of California. Plaintiffs' counsel appointed co-lead counsel. Case settled, Final Approval granted,
28 no objections and funds fully distributed.

1 d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
2 Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail
3 employees in the State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final
4 Approval granted, no objections and funds fully distributed.

5 e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County Superior
6 Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal, and
7 rest break violations for driver employees in the State of California. Stipulation for "binding arbitration."
8 Arbitration Award for Plaintiffs Class. Arbitration Award confirmed. Plaintiffs' counsel lead trial
9 counsel and class counsel.

10 f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court,
11 Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal, and rest
12 breaks violations for production employees in the State of California. Plaintiffs' counsel appointed as
13 lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

14 g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court,
15 Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal, and rest
16 break violations for production employees in the State of California. Plaintiffs' counsel appointed as co-
17 lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

18 h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293. Wage and
19 Hour Class Action seeking past wages for unlawful deductions, meal, and rest break violations for
20 restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case
21 settled. Final Approval granted and funds fully distributed.

22 i. ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No.
23 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal, and rest break
24 violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead
25 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

26 j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-
27 CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest
28

1 break violations for security officers employed by Defendants in the State of California. Plaintiffs'
2 counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

3 k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC
4 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations
5 for housekeepers employed by Defendants in the State of California. Plaintiffs' counsel appointed as
6 lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

7 l. ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-
8 05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-
9 exempt employees employed by Defendants in the state of California. Case settled. Awaiting
10 Preliminary Approval hearing. Plaintiffs have petitioned the Court for Lead Counsel.

11 m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No.
12 SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of
13 Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled and
14 awaiting Final Approval.

15 n. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
16 Wage and Hour Class Action seeking past wages for restaurant employees of Defendants in the State of
17 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
18 objections and funds fully distributed.

19 o. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
20 Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security
21 guards employed by Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel.
22 Case settled, Final Approval granted, no objections and funds fully distributed.

23 p. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case
24 No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for
25 production employees employed by Defendants in the State of California. Plaintiff's counsel appointed
26 as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

27 q. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No.
28 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for

1 restaurant employees employed by Defendants in the State of California. Plaintiffs' counsel appointed as
2 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

3 r. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
4 Wage and Hour Class Action seeking past wages of overtime for misclassification of managers
5 employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-
6 lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

7 s. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-
8 461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail
9 employees employed by Defendants in the State of California. Plaintiffs' counsel appointed lead
10 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

11 t. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015.
12 Wage and Hour Class Action seeking past wages of overtime for misclassification of managers
13 employed by Defendants in the State of California. Plaintiffs' counsel appointed lead counsel. Case
14 settled, Final Approval granted, no objections and funds fully distributed.

15 u. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No.
16 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break
17 violations for production workers employed by Defendants in the State of California. Plaintiffs' counsel
18 appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

19 v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No.
20 BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period
21 violations for production employees employed by Defendants in the State of California. Plaintiff's
22 counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully
23 distributed.

24 w. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los
25 Angeles Superior Court, Case No. JCCP 4545. Wage and Hour Class Action seeking past wages for
26 overtime, meal and rest period violations for security guards employed by Defendants in the State of
27 California. Certification granted. Plaintiffs' counsel appointed as co-lead counsel. Writ taken. Court
28 stays action pending Appellate Court ruling. Court lifts stay.

1 x. ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court, Case No. 30-
2 2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking past wages for overtime, meal and
3 rest period violations, and penalties on behalf of non-exempt production, maintenance, shipping, and
4 receiving employees employed by Defendants in California. Plaintiff's counsel appointed as lead
5 counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

6 y. ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527. Wage and
7 Hour Class Action seeking past wages for overtime, meal and rest period violations, and penalties on
8 behalf of non-exempt manufacturing employees employed by Defendants in California. Plaintiff's
9 counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully
10 distributed.

11 z. ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-
12 CXC, Wage and Hour Class Action seeking past wages for meal period violations, and non-compliant
13 wage statements on behalf of non-exempt production employees employed by Defendants in California.
14 Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and
15 funds fully distributed.

16 aa. ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-
17 CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations,
18 inaccurate wage statements, and penalties on behalf of non-exempt employees employed by Defendants
19 in California. Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted, no
20 objections and distribution of funds pending.

21 bb. ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN) Wage and
22 Hour Class Action seeking past wages for meal and rest period violations, failure to indemnify necessary
23 expenses, inaccurate wage statements, and penalties on behalf of non-exempt employees working in
24 positions related to servicing, refabricating, and repairing storage tanks employed by Defendants in
25 California. Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted, no
26 objections and funds fully distributed.

27 cc. ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-0009616. Wage
28 and Hour Class Action seeking past wages for overtime, meal and rest period violations,

1 reimbursements, and penalties on behalf of non-exempt restaurant employees employed by Defendants
2 in California. Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted, and
3 funds fully distributed.

4 ***dd. Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-CXC. Wage
5 and Hour Class Action seeking past wages for overtime, meal and rest period violations, and penalties
6 on behalf of non-exempt retail clerks employed by Defendants in California. Plaintiff's counsel
7 appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully
8 distributed.

9 ***ee. Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-2012-
10 00611260. Wage and Hour Class Action seeking past wages for overtime, meal and rest period
11 violations, reimbursements, and penalties on behalf of non-exempt employees employed by Defendants
12 in California. Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted, no
13 objections and funds fully distributed.

14 ***ff. Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278. Wage and Hour
15 Class Action seeking past wages for overtime, meal and rest period violations, reimbursements, and
16 penalties on behalf of non-exempt production workers employed by Defendants in California. Plaintiff's
17 counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully
18 distributed.

19 **CLASS COUNSEL FEES AND LITIGATION EXPENSES PAYMENT**

20 59. Class Counsel seeks an award of \$722,573 in attorneys' fees, which represents one-third of the
21 Gross Settlement Amount. (*Id.* § 1.22, 3.2.2.) Given the extensive efforts of counsel, one-third of the
22 Gross Settlement Amount is respectfully believed to be a reasonable award. Class Counsel has borne the
23 entire risk and cost of this litigation on a pure contingency basis. The legal issues raised in this case were
24 complex and drew significantly upon the experience of Class Counsel. The proposed attorneys' fees
25 accurately reflect the legal marketplace and are within the range of customarily approved fees by
26 California courts.

27 60. Despite the complexity of the case, Class Counsel has, through our investment of substantial
28 effort and resources, secured an outstanding settlement on behalf of the Class Members. The issues and

1 arguments Class Counsel has encountered and overcome in arriving at the parties' negotiated settlement
2 terms were also many and complex and required skillful advocacy that can arise only out of experience,
3 professional perspective, and success. Plaintiffs would have faced substantial legal and factual obstacles
4 in demonstrating that Class certification was appropriate and that they would prevail on the merits in
5 light of Defendants' asserted defenses. Still, Class Counsel has negotiated a substantial settlement on
6 behalf of the Class for such claims. Plaintiffs would have also been required to establish a significant
7 amount of witness testimony, pattern and practice evidence, statistical evidence, sampling evidence,
8 expert testimony, and other evidence in order to evaluate and present arguments at both class
9 certification and trial. Defendants have vigorously challenged the claims pled in the operative complaint,
10 contested liability, the amount of claimed damages, and the propriety of Class Certification, and would
11 have continued to do so through trial. Accordingly, Class Counsel believes the Settlement to be fair,
12 reasonable, and adequate and that it is in the best interest of the Class Members. The fairness and
13 adequacy of the Settlement is confirmed by all known facts and circumstances, including the risk of
14 significant delay and uncertainty associated with litigation, the various defenses asserted by Defendant,
15 and numerous potential appellate issues. Defendants and Defendants' Counsel also agree that the
16 settlement is fair, reasonable, and adequate.

17 61. Plaintiffs and Class Counsel respectfully submit the fees and costs provision of the Settlement is
18 fair and reasonable both when cross-checked under the lodestar and common fund method. The total
19 billable hours that counsel have invested and will invest in prosecuting this action, should this honorable
20 Court approve the settlement, is substantial. I respectfully submit that our fees and costs request is fair
21 and reasonable because we have personally expended substantial time and effort in achieving the
22 proposed Settlement, including the following tasks: investigating the factual and legal basis of the
23 action; analyzing documents provided by Plaintiffs, including time and payroll documents and policy
24 documents; investigating Defendants' organization and structure from publicly available information;
25 preparing the complaints; preparing and reviewing informal document and data discovery requests;
26 engaging in meet and confer efforts regarding informal discovery; reviewing and analyzing hundreds of
27 pages of documents, including a significant volume of time and payroll data; conversations with defense
28 counsel regarding the claims alleged in this action, and the information needed for analysis, preparing

1 complex damages analysis and extrapolation of damages to the entire Class; preparing for and attending
2 a full day of mediation; negotiating and finalizing a Settlement with Defendants' Counsel in the months
3 following mediation; soliciting proposals from Administrators; and drafting the preliminary approval
4 motion and supporting papers. As such, I respectfully submit that a lodestar cross-check will support the
5 reasonableness of the requested fees, and a low multiplier, if any, need be applied to reach the requested
6 fee allocation.

7 62. I submit that the requested attorneys' fees of one-third the Gross Settlement Amount that Class
8 Counsel has obtained on behalf of the Class Members is fair and reasonable, as are the hourly rates at
9 which our attorneys bill. The fee request (at final approval) will be supported by a detailed explanation
10 of the qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation
11 of the amount of time performed on the various tasks performed on behalf of Plaintiffs and the Class
12 Members.

13 63. The Settlement that Class Counsel has negotiated on behalf of the Class confronts exceedingly
14 difficult and individualized issues which make certification and proof of merits challenging and work
15 intensive. I and our firm's attorneys and paralegals have secured this Settlement through persistent
16 advocacy of the class claims, which has applied legal nuances and negotiation techniques to achieve a
17 very favorable result for the Class Members. Other attorneys without our experience and comprehensive
18 knowledge and perspective in connection with complex employment litigation would not have been able
19 to achieve such superior settlement terms on behalf of the Class and would not have been able to do so
20 in the time in which we accomplished settlement. I believe the requested amount in attorneys' fees under
21 the Settlement is a reasonable allocation given the excellent result we have secured for the Class
22 Members. I, therefore, respectfully request the Court approve the allocated attorneys' fees under the
23 parties' Settlement. Defendants and its counsel do not oppose the requested fee allocation.

24 64. In serving as Plaintiffs' counsel and Class Counsel in this matter, Class Counsel will also seek
25 reimbursement for the out-of-pocket costs up to \$20,000. (*Id.* § 3.2.2.) Any sums not awarded will be
26 available for distribution to the Class as part of the Net Settlement Amount. Class Counsel will provide
27 the Court with a detailed summary of the total costs at the time of the Final Approval Motion. I believe
28

1 that all of these fees and costs are reasonable and necessarily incurred in litigating this matter and in
2 pursuit of the settlement.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on May 29, 2024, at Irvine, California.

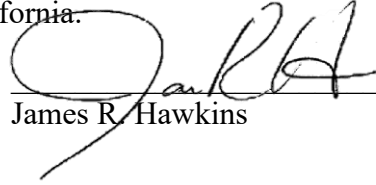
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Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Howard Moore and Anthony Garcia (“Plaintiffs”) and Defendants Sysco Corporation and Sysco Riverside, Inc. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiffs’ consolidated lawsuits alleging wage and hour violations against Defendants captioned *Howard Moore v. Sysco Riverside, Inc. et al.*, Case No. CVRI2201916, filed on May 13, 2022; and *Anthony Garcia v. Sysco Corporation, et al.*, Case No. CVRI2103925, filed on August 31, 2021, pending in Superior Court of the State of California, County of Riverside.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee(s)” means all persons employed by Sysco Riverside, Inc. as a non-exempt employee in California during the PAGA Period.

1.5. “Class” means all persons employed by Sysco Riverside, Inc. as a non-exempt employee in California during the Class Period.

1.6. “Class Counsel” means James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC and Samy M. Harmoush of Workers’ Advocate Law Group PC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from May 13, 2018 to September 22, 2023.

1.13. "Class Representatives" means the named Plaintiffs Howard Moore and Anthony Garcia in the operative complaints in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Riverside.

1.16. "Defendants" means named Defendants Sysco Corporation and Sysco Riverside, Inc.

1.17. "Defense Counsel" means James P. Carter and Kimberley L. Litzler of Jackson Lewis P.C.

1.18. "Effective Date" means the date by when both of the following have occurred: (i) this Settlement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been given to the Settlement Class, providing them with an opportunity to dispute information contained in the Class Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Settlement Class and approving this Settlement; and (v) the later of the following events: sixty-five (65) calendar days following entry of the Court's final order approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within sixty-five (65) calendar days following entry of the Court's final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief ("Effective Date"). In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, there is no further recourse by an appellant or objector who seeks to contest the Settlement.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means \$2,167,719.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% portion of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from August 31, 2020, to September 22, 2023.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff Garcia's June 21, 2021 and Plaintiff Moore's May 13, 2022 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$13,125.00 allocated 25% to the Aggrieved Employees (\$3,281.25) and 75% to LWDA (\$9,843.75) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" means Howard Moore and Anthony Garcia, the named plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: Defendants, their affiliated companies, parent companies, subsidiaries, affiliates, shareholders, members, representatives, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, managers, principals, and employees) predecessors, successors, and assigns.

1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Sysco Riverside, Inc. for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 31, 2021, Plaintiff Garcia commenced his action by filing a complaint alleging causes of action against Defendants for Civil Penalties under the Private Attorneys General Act for Labor Code Violations (the "Garcia Action"). On May 13, 2022, Plaintiff Moore commenced his action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure to Provide Lawful Meal Periods; (4) Failure To Authorize And Permit Rest Periods; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages Owed Upon Separation From Employment; (7) Failure to Reimburse Necessary Expenses; (8) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions; (9) Failure to Pay Reporting Time Wages; and (10) Violation of the Unfair Competition Law (the "Moore Action"). On September 15, 2023, Plaintiff Moore filed a First Amended Complaint alleging an additional cause of action against Defendants for Civil Penalties Under Private Attorneys General Act, Labor Code §2698 et seq. On October 29, 2022, the Court consolidated the Garcia Action with the Moore Action (collectively, the "Operative Complaint"). The Garcia Action is the lead case. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave written notice to Defendants and the LWDA by sending the PAGA Notices on June 21, 2021 and May 13, 2022.

2.3. On September 22, 2023, the Parties participated in an all-day mediation presided over by Hon. William C. Pate (Ret.), which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, Class Member and Aggrieved Employee information for the Class Period and PAGA Period, a sampling of timekeeping and payroll records for Plaintiffs and a random 10% sampling for the total Class, and information regarding Defendants' policies and practices during the Class Period, to aid in preparation of Plaintiff's evaluation of the claims and formulation of a damages model. Plaintiffs' investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification in the Action.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$2,167,719.00 and no more as the Gross Settlement Amount and to separately pay any and all

employer payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$7,500.00 will be awarded to each plaintiff (\$15,000.00 total) in consideration for a general release and waiver of Civil Code section 1542 rights (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$722,573.00, and a Class Counsel Litigation Expenses Payment of up to \$20,000 (currently estimated to be \$17,272.95). The Class Counsel Fees Payment shall be divided between Class Counsel as follows: 80% to James Hawkins APLC and 20% to Workers' Advocate Law Group PC. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage

withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$13,125.00 to be paid from the Gross Settlement Amount, with 75% (\$9,843.75) allocated to the LWDA PAGA Payment and 25% (\$3,281.25) allocated to the Individual PAGA Payments.

3.2.5.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there 875 Aggrieved Employees who worked a total 27,804 PAGA Pay Periods from August 31, 2020 to August 31, 2023.

3.2.5.2. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,281.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, Defendants estimate there are 1,240 Class Members who collectively worked a total of 93,678 Workweeks from May 13, 2018 through September 22, 2023.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action and/or Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action and/or Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Released Class Claims by Participating Class Members: 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 (i) 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 pay on-call pay, failure to pay reporting time pay, failure to provide meal and rest periods, failure to timely pay wages, waiting time penalties, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, unfair competition based on these claims, and other associated penalties. Except as set forth in Section 5.3 of this Agreement, Participating Class Members, other than the Class Representatives, 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.

5.3 Releases PAGA Claims: 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 Notices, and ascertained in the course of the Actions. The release shall apply to claims arising during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the

Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendants represented that there are approximately 1,240 Class Members who worked 93,678 workweeks from May 13, 2018 through August 31, 2023. In the event the total workweeks in Defendants' final data through September 22, 2023 is more than 10% of 93,678 (i.e., if there are 103,046 or more total workweeks), at the option of Defendants, the Defendants shall either increase the Gross Settlement Amount pro rata, with a 10% grace margin (e.g., if the workweek numbers increase by 11%, the Gross Settlement Amount shall increase by 1%), or elect to move the end date for the Class Period to the latest date before September 22, 2023 with a total number of workweeks that is within the 10% buffer, or pay the applicable pro rata amount above the buffer for any later end date selected by Defendants prior to Preliminary Approval (e.g., if Defendants select a class period end date of October 22, 2023, the Gross Settlement Amount would increase by a pro rata share for any work weeks more than 10% above 93,678 as of October 22, 2023, meaning for example if the total workweek number as of October 22, 2023 is 11% more than the 93,678 workweeks represented at mediation, the Gross Settlement Amount shall increase by 1%).

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ten business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in

person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action

have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: James R. Hawkins, James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618 and Samy M. Harmoush, Workers' Advocate Law Group PC, 10866 Washington Blvd. #835, Culver City, CA 90232

To Defendants: James P. Carter and Kimberley L. Litzler, Jackson Lewis P.C., 200 Spectrum Center Dr., Suite 500, Irvine, CA 92618

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between their signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

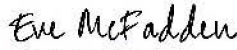
Dated: 03/06/24


Howard Moore (Mar-6, 2024 3:02 PST)
Plaintiff Howard Moore

Dated: _____

Plaintiff Anthony Garcia

Dated: 3/7/2024 | 4:18 PM PST

DocuSigned by:

881940BD4A9E4E9...
By: Eve McFadden
for Defendant Sysco Corporation

Dated: 3/6/2024 | 4:55 PM PST

DocuSigned by:

15037FC2D21F4EA...
By: Saul Adelsberg
for Defendant Sysco Riverside, Inc.

APPROVED AS TO FORM:

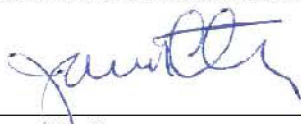
Dated: 03/06/2024


James R. Hawkins
Counsel for Plaintiff Howard Moore

Dated: _____

Samy Harmoush
Counsel for Plaintiff Anthony Garcia

Dated: March 8, 2024


James P. Carter
Counsel for Defendants
Sysco Corporation and Sysco Riverside, Inc.

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between their signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: _____

Plaintiff Howard Moore

Dated: 03 / 01 / 2024



Plaintiff Anthony Garcia

Dated: _____

By:
for Defendant Sysco Corporation

Dated: _____

By:
for Defendant Sysco Riverside, Inc.

APPROVED AS TO FORM:

Dated: _____

James R. Hawkins
Counsel for Plaintiff Howard Moore

Dated: 03/01/2024



Samy Harmoush
Counsel for Plaintiff Anthony Garcia

Dated: _____

James P. Carter
Counsel for Defendants
Sysco Corporation and Sysco Riverside, Inc.

EXHIBIT A

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

Anthony Garcia, et al. v. Sysco Corporation, et al.
Riverside Superior Court Case No. CVRI2103925

***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 an employee class action lawsuit ("Action") against Sysco Corporation and Sysco Riverside, Inc. ("Defendants" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by former employees of Defendants, Howard Moore and Anthony Garcia ("Plaintiffs") 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 in California ("Class Members") who worked for Defendants during the Class Period (May 13, 2018 to September 22, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees in California who worked for Defendants during the PAGA Period (August 31, 2020 to September 22, 2023) ("Aggrieved Employees").

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 \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your 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 _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. 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 Plaintiffs and Plaintiffs' 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 Defendants 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

You Don't Have to Do Anything to Participate in the Settlement	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).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the 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. 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).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	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 Plaintiffs 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 Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and 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 Class Period Workweeks and number of PAGA Period Pay Periods

Written Challenges Must be Submitted by _____

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 _____. See Section 4 of this Notice.

1.WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Sysco Riverside, Inc. The Action accuses Defendants of violating California labor laws by failure to pay minimum wages and overtime, failure to pay on-call pay, failure to pay reporting time pay, failure to provide meal and rest periods, failure to timely pay wages, waiting time penalties, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, unfair competition . Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Plaintiffs are represented by attorneys James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC and Samy M. Harmoush of Workers' Advocate Law Group PC.

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

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end 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, Plaintiffs 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 claims.

Plaintiffs 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 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 \$2,167,719.00 as the Gross Settlement Amount (Gross Settlement).** Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. 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, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$722,573.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$15,000.00 as a Class Representative Service Payments (with \$7,500.00 going to each Plaintiff) for filing the Action, working with Class Counsel in representing the Class, and agreeing to a general release against Defendants. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to \$15,000.00 to the Administrator for services administering the Settlement.

D. Up to \$13,125.00 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. Plaintiffs 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 withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes 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 Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for 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 are sent to the California Controller's Unclaimed Property, you should consult the rules of the 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 60 days after receiving this notice, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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 PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 minimum wages and overtime, failure to pay on-call pay, failure to pay reporting time pay, failure to provide meal and rest periods, failure to timely pay wages, waiting time penalties, failure to provide accurate itemized wage statements, failure to reimburse necessary business expenses, unfair competition based on these claims, and other associated penalties. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members 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' Releases and Non-Participating Class Members are as follows:

All Participating and Non-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, and the PAGA Notices and ascertained in the course of the Action.

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 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 \$3,281.25 (25% of the PAGA Penalties) by the total number of PAGA 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 Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or 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 Workweek and/or 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 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 in 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 be excluded. Be sure to personally sign your request, identify the Action as _____, 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 _____, 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 Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Award. 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 _____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ 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 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (<https://www.riverside.courts.ca.gov/remoteppearance>). 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 Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____ (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://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2103935.

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

Class Counsel:

Name of Attorney: James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray
Email Address: info@jameshawkinsapl.com
Name of Firm: James Hawkins APLC
Mailing Address: 9880 Research Drive, Suite 200, Irvine, CA 92618
Telephone: (949) 387-7200

Name of Attorney: Samy M. Harmoush
Email Address: samy@workersadvocate.law
Name of Firm: Workers Advocate Law Group PC
Mailing Address: 10866 Washington Blvd. #835, Culver City, CA 90232
Telephone: (844) 400-7269

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.

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.