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

11 ANTYHONY GARCIA, on behalf of himself,
12 and all persons similarly situated,

13 Plaintiff,

14 v.

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

18 Defendants.

Case No. CVRI2103935

[Consolidated with Case No.: CVRI2201916]

Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Date: June 26, 2024

Time: 8:30 a.m.

Dept.: Dept. 1

Trial Date: None set

1 The Court, having read and considered the papers filed in support of Plaintiffs' Motion for
2 Preliminary Approval of Class Action and PAGA Settlement Agreement, the proposed Court Approved
3 Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), and other
4 documents, having considered the arguments of counsel, and good cause appearing therefore, **IT IS**
5 **HEREBY ORDERED:**

6 1. The Class Action and PAGA Settlement Agreement ("Settlement Agreement" or
7 "Settlement") between Defendants Sysco Riverside, Inc. and Sysco Corporation ("Defendants") and
8 Plaintiffs Anthony Garcia and Howard Moore ("Plaintiffs") (Defendants and Plaintiffs collectively
9 referred to as the "Parties") is preliminarily approved as the terms of the Settlement Agreement fall within
10 the range of approval as fair, adequate, and reasonable. Based on a review of the papers submitted by
11 Plaintiffs, the Court finds that the Settlement is the result of arm's-length negotiations conducted after
12 Plaintiffs and their counsel adequately investigated the claims and became familiar with the strengths and
13 weaknesses of those claims. The assistance of an experienced mediator, Hon. William C. Pate (Ret.), in
14 the Settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable.
15 The Settlement is presumptively valid, subject only to any objections that may be raised at the Final
16 Fairness Hearing and Final Approval by this Court.

17 2. This Order incorporates by reference all defined terms set forth in the Settlement
18 Agreement, which is attached as **Exhibit 1** to the Declaration of James R. Hawkins in Support of
19 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Hawkins
20 Declaration") filed on May 31, 2024.

21 3. The following persons are provisionally certified as the "Class" for Settlement purposes
22 only: "All persons employed by Sysco Riverside, Inc. as non-exempt employees in California from May
23 13, 2018, to September 22, 2023."

24 4. The proposed Class satisfies the requirements for certification under California Code of
25 Civil Procedure section 382 because the Class is readily ascertainable, and a well-defined community of
26 interest exists in the questions of law and fact affecting the Parties.

1 5. Plaintiffs Anthony Garcia and Howard Moore are appointed as the Class Representatives.
2 Samy M. Harmoush of Workers' Advocate Law Group P.C. and James R. Hawkins, Christina M. Lucio,
3 and Mitchell J. Murray of James Hawkins APLC are appointed as Class Counsel.

4 6. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best
5 notice practicable under the circumstances. The Class Notice, attached as **Exhibit 2** to the Hawkins
6 Declaration, is sufficient to inform the Class of the terms of the Settlement Agreement, their rights to
7 receive monetary payments under the Settlement Agreement and the date and location of the final approval
8 hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably informs the Class of: (1)
9 the nature of the Actions, the definition of the Class, the identity of Class Counsel, and essential terms of
10 the Settlement; (2) Plaintiffs' and Class Counsel's applications for the Class Representative Service
11 Payment, and Class Counsel's request for Class Counsel Fees Payment and Class Counsel Litigation
12 Expenses Payment; (3) a formula used to determine each Class Member's estimated payment; (4) Class
13 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit a
14 request for exclusion from the settlement if a Class Member wishes to do so; and (6) how to obtain
15 additional information regarding the Actions and the Settlement. (California Rule of Court 3.766.) The
16 Court finds that the notice requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that
17 the Class Notice adequately advises the Class of their rights under the Settlement. Counsel for the Parties
18 are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent
19 the same are found or needed, so long as such corrections do not substantially or materially alter the
20 substance of the Class Notice and other notice documents.

21 7. Class Members who opt-out of the Settlement will still be bound by the release of the
22 Released PAGA Claims, as defined in the Settlement Agreement, if they were employed by Defendants
23 during the PAGA Period.

24 8. The Court finds that a copy of the Settlement Agreement was provided to the California
25 Labor and Workforce Development Agency ("LWDA") pursuant to California Labor Code § 2699(1)(2).

26 9. ILYM Group, Inc. is appointed to act as the Administrator, pursuant to the terms set forth
27 in the Settlement. The Administrator is ordered to carry out the Settlement according to its terms and in
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1 conformity with this Order, including disseminating the Class Notice according to the notice plan
2 described in the Settlement Agreement.

3 10. The procedures and 60-day deadline for Class Members to request exclusion from or to
4 object to the Settlement are adopted as described in the Settlement Agreement. Any Class Member who
5 intends to object to final approval of the Settlement must submit an objection to the Settlement
6 Administrator by mail in accordance with the Settlement Agreement. Any opposition or reply to an
7 objection or the motion for final approval will be due according to Code of Civil Procedure section 1005.

8 11. The Parties are ordered to carry out the Settlement according to its terms.

9 12. A final approval hearing will be held on _____, at _____ a.m./p.m., to
10 determine whether the Settlement Agreement should be granted final approval as fair, reasonable, and
11 adequate as to the Class Members. The Court reserves the right to continue the date of the final approval
12 hearing without further notice to the Class Members. The Court retains jurisdiction to consider all further
13 applications arising out of or in connection with the Settlement Agreement.

14 13. The Motion for Final Approval of the Class Action and PAGA Settlement, including
15 requests to approve the Class Representative Service Payments and Class Counsel's request for Class
16 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, shall be filed and served no later
17 than sixteen (16) court days before the final approval hearing.

18 Dated: _____
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20 Hon. Harold W. Hopp
21 Judge, Riverside County Superior Court
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