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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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

Plaintiffs,

v.

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

Defendants.

Lead Case No. CVRI2103935
[Consolidated with Case No.: CVRI2201916]

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

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND AWARD OF FEES,
COSTS, AND SERVICE PAYMENTS**

Date: December 13, 2024
Time: 8:30 a.m.
Trial Date: None set

1 Plaintiffs Anthony Garcia and Howard Moore (collectively, “Plaintiffs”) and Defendants Sysco
2 Riverside, Inc. and Sysco Corporation (collectively, “Defendants”) (collectively with Plaintiffs and
3 Defendants, the “Parties”) have entered into the Class Action and PAGA Settlement Agreement
4 (“Settlement Agreement”) to settle the above-captioned class action subject to the Court’s approval (the
5 “Settlement”).

6 This matter is now before the Court on Plaintiffs’ Motion for Final Approval of Class Action and
7 PAGA Settlement. The Court has read, heard, and considered all the pleadings and documents submitted,
8 and the presentations made in connection with the Motion which came on for hearing on December 13,
9 2024.

10 **OPERATION OF THE SETTLEMENT**

11 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class and
12 granted preliminary approval of the Settlement. The Preliminary Approval Order also approved of the
13 proposed form of class notice and notice plan. The Court entered the Preliminary Approval Order after
14 review and consideration of the pleadings filed in connection herewith, and the oral presentations made
15 by counsel at the hearing.

16 In compliance with the Preliminary Approval Order, the Notice of Class Action Settlement and
17 Hearing Date for Final Court Approval (“Class Notice”) was sent to all Class Members via U.S. first class
18 mail. The notice dissemination process was timely completed.

19 This Court finds that the Settlement appears to be the product of serious, informed, non-collusive
20 negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to any
21 individuals. The Court finds that the Settlement was entered into in good faith pursuant to California Code
22 of Civil Procedure § 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate
23 and that Plaintiffs have satisfied the standards for final approval of a class action settlement under
24 California law. Under the provisions of California Code of Civil Procedure § 382 and Federal Rule of
25 Civil Procedure 23, as approved for use by the California state court in *Vasquez v. Superior Court* (1971)
26 4 Cal. 3d 800, 821, the trial court has discretion to certify a class where:

1 [Q]uestions of law or fact common to the members of the class predominate over any
2 questions affecting only individual members, and that a class action is superior to the
3 available methods for the fair and efficient adjudication of the controversy....

4 Fed. R. Civ. Proc. 23. Certification of a settlement class is the appropriate judicial device under these
5 circumstances.

6 **Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS**
7 **FOLLOWS:**

8 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement
9 Agreement filed in this case.

10 2. The Court has jurisdiction over the subject matter of the litigation, the Class
11 Representatives, the Participating Class Members and Aggrieved Employees, and Defendants.

12 3. The Court finds that the dissemination of the Class Notice disseminated to the Class
13 Members, constituted the best notice practicable under the circumstances to all individuals within the
14 definition of the Class, and fully met the requirements of California law and due process under the United
15 States Constitution. No objections were received by the Parties or the Court through the date of this Order.

16 4. The Court approves the settlement of the above-captioned action, as set forth in the
17 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The Parties are
18 directed to perform in accordance with the terms set forth in the Settlement Agreement.

19 5. Except as otherwise provided in the Settlement Agreement and in this Order, the Parties
20 are to bear their own costs and attorneys' fees.

21 6. The Court hereby certifies the following Class for settlement purposes only: all persons
22 employed by Sysco Riverside, Inc. as a non-exempt employee in California from May 13, 2018 to
23 September 22, 2023.

24 7. With respect to the Class and for purposes of approving the Settlement only and for no
25 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
26 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
27 the Class, and there is a well-defined community of interest among Members of the Class with respect to
28 the subject matter of the claims in the Litigation; (c) the claims of Class Representatives are typical of the

1 claims of the members of the Class; (d) the Class Representatives have fairly and adequately protected the
2 interests of the members of the Class; (e) a class action is superior to other available methods for an
3 efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, *i.e.*,
4 Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual and representative
5 capacities and for the Class.

6 8. Defendants shall fund the \$2,167,719.00 Gross Settlement Amount, plus the employer
7 payroll taxes pursuant to the terms of the Settlement Agreement.

8 9. The Court approves the Individual Class Payment and Individual PAGA Payment amounts,
9 which shall be distributed pursuant to the terms of the Settlement Agreement.

10 10. The \$2,167,719.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
11 attorneys' fees in the amount of \$722,573.00 and reimbursement of costs in the amount of \$16,316.73; (b)
12 service payments of \$7,500.00 each (total of \$15,000.00) to Class Representatives Anthony Garcia and
13 Howard Moore for their services in this Action; (c) the sum of \$13,125.00 for PAGA Penalties, allocated
14 \$9,843.75 to be paid to the California Labor & Workforce Development Agency ("LWDA") and
15 \$3,281.25 to Aggrieved Employees; and (d) \$14,950.00 to the administrator ILYM Group, Inc. (the
16 "Settlement Administrator") for its fees and costs relating to the settlement administration process. The
17 Court finds that these amounts are fair and reasonable. Defendants are directed to make such payments in
18 accordance with the terms of the Settlement Agreement. The allocation and distribution of these amounts
19 shall be performed by the Settlement Administrator.

20 11. Funds from Participating Class Members' and Aggrieved Employees' uncashed checks
21 (upon the expiration date) shall be transmitted to the California State Controller's Unclaimed Property
22 Fund in the name of the Participating Class Member and/or Aggrieved Employee to whom the funds
23 relate.

24 12. The Court sets a Compliance Hearing for _____. At least five court days prior
25 to the compliance hearing, the Settlement Administrator will provide declaration to the Court that shall
26 describes (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii)
27 the number of checks that remain uncashed, and (iv) the total value of those uncashed checks.

1 13. The Settlement Agreement is not an admission of liability or wrongdoing by Defendants,
2 nor is this Order a finding of the validity of any claims in the Action or of any fault, omission, or
3 wrongdoing by Defendants.

4 14. The Court hereby enters final judgment in this case in accordance with the terms of the
5 Settlement Agreement, Preliminary Approval Order, and this Order. Without affecting the finality of the
6 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the
7 action and the Parties, including all Participating Class Members and Aggrieved Employees, for purposes
8 of enforcing and interpreting this Order and the Settlement.

9 IT IS SO ORDERED AND ADJUDGED.

10
11 DATED: _____

HON. HAROLD W. HOPP
SUPERIOR COURT OF CALIFORNIA

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13
14 4886-2172-5181, v. 1