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FILED
Superior Court of California
County of Los Angeles

04/16/2024

David W. Slayton, Executive Officer / Clerk of Court

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Attorneys for Plaintiff, the Class, the LWDA, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**JOHNNY VALDEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SYSCO LOS ANGELES, INC., a Delaware
Corporation, and DOES 1 to 100, inclusive,

Defendant.

Case No. 23STCV00084

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 16, 2024

Time: 10:30 a.m.

Dept.: 12

Judge: Honorable Carolyn B. Kuhl

1 On April 16, 2024, the Court held a hearing on Plaintiff Johnny Valdez’s (“Plaintiff”) Motion for
2 Final Approval of Class Action Settlement between Plaintiff and Defendant Sysco Los Angeles, Inc.
3 (“Defendant”) (collectively, the “Parties”), and Plaintiff’s Motion for Attorneys’ Fees and Costs.

4 Due and adequate notice having been given to Class Members, and the Court having considered
5 the Amended Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or
6 “Settlement”), all of the legal authorities and documents submitted in support thereof, all papers filed and
7 proceedings had herein, all oral and written comments received regarding the proposed settlement, and
8 having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final approval
9 of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND
10 DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 “Order”) shall have the same meanings given as those terms are used and/or defined in the Parties’
13 Settlement Agreement.¹

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
17 Settlement Agreement and as follows:

18 “Plaintiff and all other California residents who are or were employed by Defendant as a truck
19 driver, or in any similar capacity, including, but not limited to: Driver, Driver-Helper, Driver-
20 Backhaul, Driver-Contingent, Driver-Shuttle, Driver-Special Delivery, Yard Spotter, and who
21 worked at least one shift in California from January 3, 2019 through August 10, 2023 (the Class
22 Period).”

23 4. The Court deems this definition sufficient for the purpose of California Rule of Court
24 3.765(a) and for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of 611 Class Members exists and a well-defined
26 community of interests exists in the questions of law and fact involved because in the context of the

27 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit A to the Declaration of Craig J. Ackermann in Support
28 of Plaintiff’s Motion for Final Approval of Class Action Settlement and Attorneys’ Fees and Costs and is made a part of this Order.

1 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff
2 are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the
3 Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest
4 of the Class Members.

5 6. The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement
6 Administrator, completed the distribution of the Class Notice to the Class in a manner that comports with
7 California Rule of Court 3.766 and due process and constitutes the best notice practicable under the
8 circumstances. The Class Notice informed 611 individuals on the class list of the Settlement terms, their
9 rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their
10 rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing,
11 and their rights to be heard regarding approval of the Settlement. Adequate periods of time to respond and
12 to act were provided by each of these procedures.

13 7. Not a single Class Member filed or submitted a written objection to the Settlement as part
14 of the notice process.

15 8. Not a single Class Member opted out of the Settlement as part of the notice process.

16 9. The Court hereby approves the terms set forth in the Settlement Agreement, and finds that
17 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
18 all applicable requirements of the California Code of Civil Procedure, the California and United States
19 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
20 law, and in the best interests of each of the Parties and Class Members. The Court directs the Parties to
21 effectuate the Settlement Agreement according to its terms and declares this Settlement Agreement to be
22 binding on all Participating Class Members. The Court finds that the Settlement Agreement has been
23 reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that
24 the Parties have conducted extensive investigation and research, and their attorneys were able to
25 reasonably evaluate their respective positions. The Court further finds that the allocation of PAGA
26 penalties is fair and reasonable under the circumstances.

27 10. The Court also finds the amount allocated to PAGA Penalties is fair and reasonable, and
28 that Plaintiff provided notice of the proposed Settlement to the Labor and Workforce Development

Agency (LWDA) and will fully and adequately comply with the notice requirements of California Labor Code section 2699(1). The Court hereby approves the PAGA Penalties amount.

11. The Court also finds that Settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for Class Members.

12. The Court confirms Johnny Valdez as Class Representative and finds him to be adequate.

13. The Court confirms Craig J. Ackermann, Avi Kreitenberg, Erika Smolyar, and Milton Gao of Ackermann & Tilajef, P.C. and Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C. as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in similar class action litigation.

14. The terms of the Settlement Agreement, including the Gross Settlement Amount of **\$450,000.00** and the individual settlement payments, are fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

- a. The **\$12,000.00** designated for payment to ILYM Group, Inc., the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make, the payment to the Settlement Administrator in accordance with the Settlement Agreement.
- b. The **\$150,000.00** requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Settlement Agreement. The Court finds Class Counsel's hourly rates to be reasonable.
- c. The Court awards **\$12,161.21** in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders

the Class Counsel Litigation Expenses Payment in this amount to be made, in accordance with the Settlement Agreement.²

d. The **\$10,000.00** requested by Plaintiff for his Class Representative Service Payment is fair and reasonable. The Court grants final approval of, and orders the Class Representative Service Payment to be made, in accordance with the Agreement.

e. The Court grants final approval of the **\$10,000.00** PAGA Penalties, 75% of which (i.e., **\$7,500**) shall be paid to the LWDA and orders the payment to be made in accordance with the Settlement Agreement. The remaining 25% of the PAGA Penalties shall be distributed to the Aggrieved Employees in accordance with the Settlement Agreement.

15. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

16. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiff has asked the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the subsequent Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

² Class Counsel is only seeking litigation cost reimbursement in the amount \$12,161.21, which is less than the \$20,000 maximum cost allocation contemplated by the Settlement Agreement, preliminarily approved by the Court, and noticed to the Class. Thus, the remaining \$7,838.79 will be added to the Net Settlement Among to be distributed pro rata to the participating Class Members.

1 18. All participating Class Members shall be bound by the Settlement and this Order, and shall
2 release, on behalf of themselves and their respective former and present representatives, agents, attorneys,
3 heirs, administrators, successors, and assigns, Defendant and all other Released Parties³ from any and all
4 Released Class Claims⁴ and Released PAGA Claims⁵ as set forth in the Settlement Agreement, and are
5 permanently barred and enjoined from prosecuting against Defendant and the other Released Parties any
6 and all of Class Members' Released Class Claims and Released PAGA Claims as defined in the Settlement
7 Agreement.

8 19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
9 provided in the Settlement Agreement.

10 20. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
11 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will
12 be sent to the *cy pres* beneficiary of the settlement, California Restaurant Foundation/Restaurants Care.

13 21. The Settlement Administrator, within five (5) days of the date of this Order, shall give
14 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a
15 copy of this order and judgment on its website for 60 days.

16 22. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
17 purposes of implementing the terms of the settlement, such as enforcing the Settlement Agreement,
18 addressing settlement administration matters, and addressing such post-Judgment matters as may be
19 appropriate under court rules or applicable law.

20 23. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
21 status of distribution ~~within sixty (60) days after all funds have been distributed.~~ by April 16, 2025. A non-appearance case review re the final report of the
Administrator is set for April 21, 2025.

22 ~~24. Plaintiff proposes a date for final accounting of April 16, 2025.~~

24 _____
25 ³ "Released Parties" means and refers to: Defendant and each of its former and present directors, officers, shareholders, owners,
attorneys, insurers, predecessors, successors, assigns. (S.A., ¶ 1.41).

26 ⁴ "Released Class Claims" means and refers to those claims arising out of Defendant's alleged: (1) failure to reimburse business
expenses in violation of Labor Code section 2802; (2) civil penalty claims based on the foregoing under California's Private
Attorney Generals Act ("PAGA"), Labor Code section 2699 et seq.; and (3) unfair competition claims based on the foregoing
27 (Bus. & Prof. Code sections 17200 et seq.), and all primary rights associated with these listed claims. (S.A., ¶¶ 1.39, 6.1).

28 ⁵ "Released PAGA Claims" means and refers to all claims for PAGA penalties that were alleged based on Defendant's failure
to reimburse business expenses in violation of Labor Code section 2802 based on the facts alleged in the operative Complaint
and PAGA Notice. (S.A., ¶¶ 1.40, 6.2).

1 IT IS SO ORDERED.



Carolyn B. Kuhl

3 DATED: 04/16/2024

Carolyn B. Kuhl / Judge

4 HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT