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FILED
 Superior Court of California
 County of Sacramento
08/24/2026
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Attorneys for Plaintiff, TERRELL CALDER,
 on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

TERRELL CALDER, on behalf of himself
 and all others similarly situated,

Plaintiff,

vs.

SYSCO SACRAMENTO, INC., a Delaware
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. 34-2019-00262557
 Assigned for All Purposes To:
 Hon. Jill H. Talley
 Dept. 8A

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT

Date: August 21, 2026
 Time: 9:00 a.m.
 Dept.: 8A

WHEREAS, this Action is pending before this Court as a putative class and PAGA action (the
 “Action”); and

WHEREAS, Plaintiff Terrell Calder (“Plaintiff”), through an unopposed motion, seeks an order
 and judgment granting final approval of the settlement of the Action in accordance with the Class Action
 and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”), which sets forth the terms
 and conditions for a proposed settlement and final resolution of the Action; and

1 WHEREAS, the Court, having read and considered the Settlement Agreement and any exhibit
2 annexed thereto, the Motion for Final Approval and supporting declarations, and the papers and records
3 on file, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the
4 Motion for Final Approval of Class Action and PAGA Settlement is GRANTED, subject to the following
5 findings and orders:
6

- 7 1. This Order incorporates by reference the definitions in the final version of the Settlement
8 Agreement filed with the Court, and all terms defined therein shall have the same meaning in this
9 Order.
- 10 2. This Court has jurisdiction over the subject matter of this litigation and over the Parties, including
11 all Class Members and Aggrieved Employees.
- 12 3. The Court hereby grants final approval to, and certifies for settlement purposes only, the Class
13 defined as: all current and former non-exempt employees who worked for Sysco Sacramento, Inc.
14 (“Defendant” or “Sysco”) in California as a Delivery Driver, Driver, Driver Check In Associate,
15 Driver Trainee, Driver Shuttle, Contingent, and/or Special Delivery (collectively, “Drivers”) at
16 any time from August 9, 2015 to September 7, 2024 (the “Class Period”).
17
- 18 4. For purposes of this Settlement, the “Aggrieved Employees” are all Drivers who worked for
19 Defendant in California at any time during the PAGA Period from August 9, 2018 to September
20 7, 2024.
- 21 5. The Court finds that the distribution of the Court-approved Notice of Class Action Settlement and
22 Hearing Date for Final Court Approval (“Class Notice”) has been completed in accordance with
23 the Order Granting Preliminary Approval. The Class Notice was mailed to all 481 Class Members,
24 in English and Spanish, by first-class U.S. Mail on May 19, 2026. Of the 75 Class Notices returned
25 as undeliverable, the Settlement Administrator skip-traced all 75 and re-mailed 69, such that only
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27
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1 6 Class Notices remained undeliverable and 475 of the 481 Class Members—approximately
2 99%—received the Class Notice. Class Members who received a re-mailed Class Notice were
3 given an extension of the Response Deadline to July 17, 2026. The Class Notice was reasonably
4 calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the
5 terms of the Settlement, and their rights to exclude themselves from or object to the Settlement
6 and to appear at the Final Approval Hearing. The Class Notice satisfied all applicable requirements
7 of due process and constituted the best notice practicable under the circumstances.
8

9 6. The Court finds that the LWDA has been provided timely and adequate notice of the proposed
10 Settlement and these proceedings, and has made no objection to the Settlement.
11

12 7. The Court finds that there have been no Requests for Exclusion from, and no Objections to, the
13 Settlement.
14

15 8. The Court hereby approves the terms of the Settlement Agreement and finds that the Settlement
16 is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement
17 according to its terms. The Court finds that the Settlement was reached as a result of informed,
18 non-collusive, arm's-length negotiations conducted with the assistance of an experienced neutral
19 mediator; that the Parties conducted sufficient investigation and discovery to evaluate their
20 respective positions; and that settlement avoids substantial additional litigation costs, delay, and
21 risk.
22

23 9. The Court approves the non-reversionary Gross Settlement Amount of Six Hundred Seventy-Five
24 Thousand Dollars (\$675,000), which shall be used to pay the Individual Class Payments, the
25 Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the
26 Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the
27 Administration Expenses Payment, in the amounts approved below. After the deductions approved
28

1 below, the Net Settlement Amount available for distribution to Participating Class Members is
2 Three Hundred Fifty-Four Thousand Three Hundred Nine Dollars and Eighteen Cents
3 (\$354,309.18).

4 10. Neither the Settlement Agreement nor this Order is an admission by Defendant, or a finding of the
5 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
6 Agreement, nor any action taken to carry out the Settlement may be construed as, or used as, an
7 admission of any fault, wrongdoing, or liability whatsoever by Defendant.
8

9 11. Defendant shall fund the Settlement, and the Settlement Administrator shall distribute the
10 settlement payments, pursuant to the procedures set forth in the Settlement Agreement. Any funds
11 represented by settlement checks that remain uncashed after the void date shall be transmitted to
12 the California State Controller's Unclaimed Property Fund in the name of the applicable Class
13 Member, thereby leaving no "unpaid residue" subject to Code of Civil Procedure section 384,
14 subdivision (b).
15

16 12. The Court confirms Plaintiff Terrell Calder as the Class Representative, and hereby approves a
17 Class Representative Service Payment of Ten Thousand Dollars (\$10,000) to Plaintiff Terrell
18 Calder. The Court finds this amount fair and reasonable in light of Plaintiff's contribution to the
19 litigation and the risks he undertook. Payment shall be made in accordance with the Settlement
20 Agreement.
21

22 13. The Court hereby confirms James R. Hawkins, Isandra Y. Fernandez, and Anthony L. Draper of
23 James Hawkins APLC as Class Counsel.
24

25 14. The Court hereby awards Class Counsel attorneys' fees in the amount of ~~Two Hundred Thirty-Six~~
26 ~~\$225,000~~
~~Thousand Two Hundred Fifty Dollars (\$236,250)~~ and litigation costs and expenses in the amount
27 of Twenty-Six Thousand Four Hundred Fifty Dollars and Eighty-Two Cents (\$26,450.82). The
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1 Court finds the fees and costs reasonable in light of the relevant factors under California law.
2 Payment shall be made in accordance with the Settlement Agreement.

3 15. The Court grants final approval of the payment of Forty Thousand Dollars (\$40,000) allocated to
4 PAGA penalties, of which Thirty Thousand Dollars (\$30,000) (75%) shall be paid to the LWDA
5 and Ten Thousand Dollars (\$10,000) (25%) shall be distributed to the Aggrieved Employees based
6 on their PAGA Pay Periods. The Court finds this allocation genuine, meaningful, and consistent
7 with the purposes of the PAGA. Payment shall be made in accordance with the Settlement
8 Agreement.
9

10 16. The Court approves an Administration Expenses Payment to Apex Class Action, LLC in the
11 amount of Seven Thousand Nine Hundred Ninety Dollars (\$7,990), which is less than the Ten
12 Thousand Dollar (\$10,000) maximum permitted by the Settlement Agreement, for the fees and
13 costs of administering the Settlement. Payment shall be made in accordance with the Settlement
14 Agreement.
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16 17. Except as provided in the Settlement Agreement, Defendant shall have no further liability for costs,
17 expenses, interest, attorneys' fees, or any other charge, expense, or liability in connection with the
18 Action.
19

20 18. Upon entry of this Order and Judgment, the Released Class Claims and Released PAGA Claims
21 shall be released in accordance with the terms of the Settlement Agreement. This Judgment is
22 intended to be a final disposition of the above-captioned Action in its entirety and is intended to
23 be immediately appealable.
24

25 19. Pursuant to California Rules of Court, rule 3.769(h), and Code of Civil Procedure section 664.6,
26 the Court shall retain continuing jurisdiction over this Action and the Parties, including the Class
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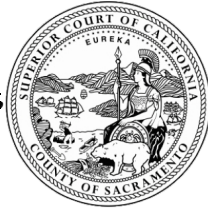
Members and Aggrieved Employees, to interpret, enforce, and effectuate the terms of the Settlement Agreement and this Order and Judgment, including the distribution of settlement funds.

20. At least fifteen (15) calendar days prior to the Settlement Compliance Hearing, Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

21. The Court sets a Settlement Compliance Hearing for Friday, 5/21/27, at 10:30 a.m. in Department 8A of the above-entitled Court.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 08/24/2026



Jill Talley

Hon. Jill H. Talley
Judge of the Sacramento County Superior Court