Harms, et al. v. Sysco Kansas City, Inc., Case No. 2:24-cv-02452-KHV-TJJ (D. Kan.)

NOTICE OF PROPOSED SETTLEMENT OF CLASS AND COLLECTIVE ACTION LAWSUIT AND FAIRNESS HEARING

A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU WORKED AS AN OUTBOUND ORDER SELECTOR FOR SYSCO KANSAS CITY, INC. ("SYSCO"), AT THE OLATHE, KANSAS FACILITY ANY TIME DURING THE TIME PERIOD SET FORTH BELOW, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS AND COLLECTIVE ACTION LAWSUIT SETTLEMENT.

This Notice pertains to all persons employed as hourly, non-exempt employees who were employed by Sysco at the Olathe, Kansas, facility as outbound Order Selectors, from July 1, 2020, through January 26, 2026 ("Order Selectors").

- Former Order Selectors Anthony Harms and Michael Tuttle sued Sysco claiming that it did not properly pay them for all hours worked. As such, they allege they are owed unpaid overtime wages, minimum wages, and other related damages from Sysco.

- Sysco denies these allegations and believes that Order Selectors were and are properly paid for all time worked and received all payments from Sysco to which they are entitled.

- The Plaintiffs and Sysco agreed to this settlement to avoid the burden, expense, inconvenience, and uncertainty of litigation. The Court preliminarily approved this settlement, but the Court has not made any ruling on the merits of the Plaintiffs' claims, and no party has prevailed in this action.

- **You are entitled to money from this settlement.** You have received this Notice because Sysco's records indicate that you worked as an Order Selector at the Olathe, Kansas facility during the period of July 1, 2020, through January 26, 2026. If you submit a properly completed Claim Form & Release ("Claim Form") enclosed with this Notice by September 18, 2026, you will receive an amount proportional to the number of weeks you worked during that period for Sysco.

PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
If you worked for Sysco as an Order Selector between July 1, 2020, through January 26, 2026:	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT **Deadline: September 18, 2026**	If you wish to participate in the settlement and receive the full settlement payment for which you are eligible, complete and mail back the enclosed "Claim Form" to the Settlement Administrator, as discussed in Section 4 below. An electronic Claim Form may also be submitted through the case website: www.SKCEmploymentSettlement.com**.** If mailed, the Claim Form must be postmarked or received by September 18, 2026. If you choose to participate in the settlement, you will release the claims discussed in Section 8 below.
DO NOTHING	If you do nothing and the Court grants final approval of the settlement, you will not receive a settlement payment in connection with the claims in this Litigation. You will retain your right to file your own legal action against Sysco under federal law as discussed in Section 8 below, should you choose, assuming that the time period to sue has not expired. However, you will not retain your right to sue Sysco for any of the Released State Law Claims discussed in Section 8 below.
OPT OUT **Deadline: September 3, 2026**	If you do not want to participate in the settlement and want to retain your right to sue Sysco for unpaid wages under state and/or local law as discussed in Section 8 below, you must submit a written Opt-Out Statement to the Settlement Administrator, as discussed in Section 5 below. If you submit an Opt-Out Statement, you will not be eligible to receive a settlement payment.
OBJECT **Deadline: October 12, 2026**	You may write to the Court about why you object to the settlement. If you submit an Opt-Out Statement, however, you cannot object to the settlement. More information about objecting is set forth in Section 6 below.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

- The Court in charge of this case still has to decide whether to approve the settlement. Payments will only be made if and when the Court approves the settlement and after any appeals are resolved. Please be patient.

1. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice explains the terms of the settlement, your rights, and what claims are being released by Order Selectors who are Class Employees. If the settlement is given final approval by the Court, Sysco will create a settlement fund of up to $900,000.00. You are receiving this notice because you can be a Participating Settlement Member.

2. WHAT DOES THE SETTLEMENT PROVIDE?

Sysco has agreed to pay up to a maximum of $900,000.00 to be allocated among current and former Order Selectors who qualify for a settlement payment based upon the weeks worked in the Order Selector role. The settlement fund will cover settlement payments to each person who submits a valid Claim Form, a Service Payment of $5,000.00 to each Named Plaintiff and a Service Payment of $2,000.00 to each Early Opt-In for their efforts to pursue the claims in this Litigation, the employee's share of payroll taxes, attorneys fees' and costs of up to one-third of the settlement fund, the costs of the Settlement Administrator to facilitate this settlement, and a reserve fund to pay disputed claims. Unclaimed funds associated with the settlement will revert to Sysco.

3. HOW MUCH MONEY WILL I GET IF I SUBMIT A CLAIM FORM?

If you submit a Claim Form, you will receive approximately [Calculated Individual Award Amount]. Your settlement payment will be calculated based on the number of weeks you were employed as an Order Selector from July 1, 2020, through January 26, 2026. One-half of the payment will be considered wages, and taxes and will be withheld from that portion. The other half will be considered non-wage compensation, and taxes will not be withheld. Please consult your tax advisor or accountant regarding the taxability of this settlement payment. You are solely responsible for the payment of any taxes on payments reported as non-wage income, as well as reimbursing Sysco if it is required to pay any taxes, interest, or penalties due or owed by you. Class Counsel and Sysco's counsel make no representations regarding the taxability of your settlement payment.

If the settlement is approved, the Settlement Administrator will deduct from the settlement fund the amounts needed to cover approved attorney's fees, costs, up to $30,000.00 in settlement administration expenses, Service Payments, payroll taxes and the reserve fund and pay claims from the remaining Net Settlement Fund.

Payment will only be made if the Court finally approves the settlement, so we do not know when checks will be sent to you.

Checks that are not cashed within 120 days of issuance will be null and void.

4. HOW DO I SUBMIT A CLAIM FORM?

To participate in the settlement and receive a settlement payment, you must return a properly completed Claim Form in the enclosed pre-stamped return envelope, by mailing or emailing it to the Settlement Administrator, or by submitting an electronic Claim Form through the case website: www.SKCEmploymentSettlement.com.

The Claim Form must be postmarked or received no later than September 18, 2026. A Claim Form is included with this Notice. The Settlement Administrator's contact information is:

Sysco Kansas City Employment Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103-9996

5. HOW CAN I OPT OUT OF THE SETTLEMENT?

If you do not want to participate in the settlement, you must submit a written, signed Opt-Out Statement which includes the words, "**I elect to exclude myself from the settlement in *Harms v. Sysco Kansas City, Inc.***" or substantially similar words. The Opt-Out Statement must be mailed to the Settlement Administrator at the address below and be postmarked no later than September 3, 2026. You must include your name, address and telephone number in the Statement and must sign it.

Sysco Kansas City Employment Settlement
Attn: Opt-Outs/Exclusions
P.O. Box 58220
Philadelphia, PA 19102

If you do not affirmatively opt out, you will continue to be a Class Employee, and that means that if the settlement is approved, you will release the Released State Law claims described below in Section 8, and you will be prohibited from bringing or participating in any other cases concerning those claims against Sysco or the Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

6. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you have not opted out of the settlement, you can object to any portion of the settlement with which you disapprove. The Court will consider your views. You are not required to submit an objection. To object to the settlement, you must send a signed letter to the Settlement Administrator at the address below by October 12, 2026 saying that you object to the settlement. Written objections must contain your name and address, must be signed by you, and must include reference to the matter of ***Harms v. Sysco Kansas City, Inc.*** If you opt out of the settlement, you cannot object to the settlement.

Sysco Kansas City Employment Settlement
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

An objector also has the right to appear in person at the Fairness Hearing (explained in Section 10 below) but is not required to do so in order to have their objections considered by the Court. If you wish to appear at the Fairness Hearing, you must state your intention to do so in your letter to the Settlement Administrator.

7. WHAT'S THE DIFFERENCE BETWEEN OPTING OUT AND OBJECTING?

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement. You can object only if you remain a Class Employee. Opting out is telling the Court that you do not want to be a Class Employee. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an exclusion request, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself.

8. WHAT CLAIMS AM I RELEASING BY PARTICIPATING IN THE SETTLEMENT?

Upon the entry of the Final Order and Judgment, if you worked for Sysco between July 1, 2020, through January 26, 2026, and have not opted out of this settlement, you, on your own behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, fully release and discharge Sysco Kansas City, Inc., and its present and former affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, and insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (the "Released Parties"), of and from any and all state-law wage-and-hour-related claims asserted in the Litigation, including under the Kansas Wage Payment Act, breach of contract, and violation of state laws or regulations for unpaid compensation or a quantum meruit theory of recovery, and any other statutory or common law wage-and-hour-related claims of any kind related to the claims asserted in the Litigation, whether known or unknown, specifically asserted or not, arising from their employment with Sysco, including statutory claims, whether known or unknown, in law or in equity, including, but not limited to, any and all claims under the Kansas Minimum Wage and Maximum Hours Law or the Kansas Wage Payment Act, claims under any legal theory for failure to pay for all time worked, punitive damages and/or penalties through the date of the Preliminary Approval Order. This release includes claims under the Employee Retirement Income Security Act ("ERISA") that are related to or derivative of the claims released in this provision ("Released State Law Claims").

In addition, if you already opted in and/or sign and return a Claim Form that is accepted pursuant to this settlement and are sent a settlement check, you, on your own behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge Sysco and the Released Parties from any and all federal wage and hour claims asserted in the Litigation, and any related FLSA claims for unpaid overtime arising from his or her employment with Sysco, including statutory claims, whether known or unknown, in law or in equity, including liquidated damages, interest, punitive damages and/or penalties through the date of the Preliminary Approval Order. This release includes claims under ERISA that are related to or derivative of the claims released in this provision ("Released Federal Law Claims").

This settlement is intended to include in its effect all claims identified in this section, including claims that you do not know or suspect to exist in your favor against Sysco or the Released Parties at the time of the release. To summarize, and for the purpose of implementing a full and complete release, if you do not opt out of the settlement as described in Section 5, you will expressly waive all rights and benefits you may otherwise have been entitled to pursuant to the Released State Law Claims. Similarly, if you sign and return a Claim Form as described in Section 4 that is accepted pursuant to this settlement and are sent a settlement check, you will expressly waive all rights and benefits you may otherwise have been entitled to pursuant to the Released Federal Law Claims. You agree and acknowledge that this is a knowing and voluntary waiver.

9. WHEN WILL I GET MY PAYMENT?

The Court will hold a hearing on October 26, 2026, at 1:30 p.m. Central Time to determine whether to approve the settlement. If the Court approves the settlement, there could be appeals after that. Resolving appeals can take time, perhaps more than a year. Settlement Checks will be issued once the Court approves the Settlement and any appeals have expired. Please be patient.

10. WHEN IS THE FAIRNESS HEARING?

A hearing before the Court will be held on October 26, 2026, at 1:30 p.m. Central Time (the "Fairness Hearing"). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and if it should be approved by the Court. The Court will take into account any objections filed in accordance with the procedures described above.

11. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you returned your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

12. DO I HAVE A LAWYER IN THIS CASE AND HOW WILL THEY BE PAID?

The Court has decided that the lawyers at Cornerstone Law Firm, are qualified to represent the Class Employees. These lawyers are "Class Counsel." You will not be charged for these lawyers because their fees and costs will be paid from the total settlement fund as approved by the Court. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for their out-of-pocket costs. You do not need to retain your own attorney to participate in this settlement.

Class Counsel will also ask the Court to approve a payment of $5,000.00 to Named Plaintiffs and $2,000.00 to each Early Opt-Ins in recognition of the risks they took and their service to Class Employees.

13. WHAT IF I HAVE QUESTIONS OR WANT TO EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you can contact the Settlement Administrator or Class Counsel at:

Ryan M. Paulus
M. Katherine Paulus
Drew Russell

Cornerstone Law Firm
5821 NW 72nd Street
Kansas City, Missouri 64151
Telephone: (816) 581-4040
Facsimile: (816) 741-8889

r.paulus@cornerstonefirm.com
m.paulus@cornerstonefirm.com
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You may also examine the court records in-person at the Clerk's Office located at 500 State Ave, Room 259 Kansas City, KS 66101.

For Questions related to filing a claim, please contact the Settlement Administrator toll-free at 1-844-383-4388, email the Settlement Administrator at info@SKCEmploymentSettlement.com, or write to the Settlement Administrator at Sysco Kansas City Employment Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103-9996.

Please do not contact the Court.