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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF SACRAMENTO**

PHILLIP MORGAN and BRYON  
UNRUH, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

CORE-MARK INTERNATIONAL, INC., a  
Delaware Corporation, and DOES 1 through  
100, inclusive,

Defendants.

34-2018-00228207-CU-OE-GDS  
*[Unlimited Jurisdiction]*

**UNOPPOSED**

**CLASS ACTION**

**RESERVATION #: 2505046**

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: July 23, 2020  
Time: 2:00 p.m.  
Dept: 53

Complaint Filed: March 1, 2018  
Trial Date: None Set

1           WHEREAS, this action is pending before this Court as a class action (the "Action"); and

2           WHEREAS, Plaintiffs have applied to this Court for an order preliminarily approving the  
3 settlement of the Action in accordance with a Stipulation of Class Action Settlement (the  
4 "Stipulation" or "Settlement"), which, together with the exhibits annexed thereto, sets forth the  
5 terms and conditions for a proposed settlement; and the Court having read and considered the  
6 Stipulation and the exhibits annexed thereto, and good cause appearing thereof;

7           NOW, THEREFORE, IT IS HEREBY ORDERED:

8           1.       This Order incorporates by reference the definitions in the Stipulation, and all  
9 terms defined therein shall have the same meaning in this Order as set forth in the Stipulation.

10          2.       The Court grants preliminary approval to the Stipulation. The Court preliminarily  
11 finds that the Stipulation is fair, adequate, and reasonable, and preliminarily approves the terms  
12 of the Settlement.

13          3.       The Court recognizes that Phillip Morgan and Bryon Unruh (hereinafter  
14 "Plaintiffs") and Core-Mark International, Inc. (hereinafter "Defendant") stipulate and agree to  
15 conditional certification of a class of all persons currently and formerly employed by Defendant  
16 as a driver, truck driver, driver helper, driver trainer, and/or hosteler, in the State of California  
17 during the Class Period. This definition excludes any "Class Member" whose employment with  
18 Defendant terminated on or before May 31, 2016 and who was included as a class member in the  
19 class action settlement in *Jonathan Upton and Keith Mills v. Core-Mark International, Inc.*  
20 California Superior Court, County of San Francisco, case number CGC 15-549438.

21          4.       This Stipulation shall not be admissible in this or any other proceeding should this  
22 Settlement not become final. For settlement purposes only, the Court conditionally certifies the  
23 following settlement class (the "Class"): "all persons currently and formerly employed by  
24 Defendant as a driver, truck driver, driver helper, driver trainer, and/or hosteler, in the State of  
25 California during the Class Period. This definition excludes any "Class Member" whose  
26 employment with Defendant terminated on or before May 31, 2016 and who was included as a  
27 class member in the class action settlement in *Jonathan Upton and Keith Mills v. Core-Mark*  
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1 *International, Inc.* California Superior Court, County of San Francisco, case number CGC 15-  
2 549438.”

3           5.       Named Plaintiffs Phillip Morgan and Bryon Unruh are hereby appointed and  
4 designated, for all purposes, as the representatives of the Class. Stanley Saltzman of Marlin &  
5 Saltzman, LLP; Walter Haines of United Employees Law Group, PC; and David Mara and Jamie  
6 Serb Mara Law Firm, PC are hereby appointed and designated as counsel for the Class  
7 (hereinafter "Class Counsel"). Class Counsel is authorized to act on behalf of Class Members  
8 with respect to all acts or consents required by, or which may be given pursuant to, the  
9 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class  
10 Member may enter an appearance through counsel of such Class Member's own choosing and at  
11 such Class Member's own expense. Any Class Member who does not enter an appearance, or  
12 appear on his or her own, will be represented by Class Counsel.

13           6.       The Court hereby approves on a preliminary basis the definition and disposition  
14 of the Maximum Settlement Amount and related matters provided for in the Stipulation. It  
15 appears to the Court on a preliminary basis that the settlement amount and terms are fair,  
16 adequate, and reasonable as to all potential Class Members when balanced against the probable  
17 outcome of further litigation relating to liability and damages issues. It further appears that  
18 extensive and costly investigation and research have been conducted such that counsel for the  
19 Parties at this time are able to reasonably evaluate their respective positions. It further appears to  
20 the Court that settlement at this time will avoid substantial additional costs by all Parties, as well  
21 as avoid the delay and risks that would be presented by further prosecution of the Action. It  
22 further appears that the Settlement has been reached as the result of intensive, serious, and non-  
23 collusive, arms-length negotiations.

24           7.       A hearing (the "Final Approval Hearing") shall be held before this Court on  
25 \_\_\_\_\_ 2020, at 2:00 p.m. in Department 53 of the Sacramento County Superior  
26 Court Hall of Justice, located at 813 6<sup>th</sup> Street, Sacramento, California 95814 to determine all  
27 necessary matters concerning the Settlement, including: whether the proposed settlement of the  
28 Action on the terms and conditions provided for in the Stipulation is fair, adequate, and

1 reasonable, and should be finally approved by the Court; whether a Judgment, as provided in the  
2 Stipulation, should be entered herein; whether the plan of allocation contained in the Stipulation  
3 should be approved as fair, adequate, and reasonable to the Class Members; and to finally  
4 approve the attorney fees and costs, Class Representative Service Awards, PAGA payment to the  
5 LWDA, and settlement administration costs.

6         8.       The Stipulation specifies an attorney fee award in an amount not to exceed  
7 \$214,666.64 (33 1/3% of the Maximum Settlement Amount); actual litigation expenses  
8 supported by Class Counsel's declaration, not to exceed \$30,000.00; a Class Representative  
9 Service Award to Plaintiffs Phillip Morgan and Bryon Unruh in an amount not to exceed  
10 \$5,000.00 each; a PAGA payment to the LWDA of \$7,500.00 (75% of \$10,000.00 allotted to  
11 PAGA penalties) and settlement administration costs not to exceed \$15,000.00. However, the  
12 Court will not approve the amount of attorneys' fees and litigation costs until the Final Approval  
13 Hearing. Similarly, the Court will not decide the amount of the Class Representative Service  
14 Awards, PAGA payment, and settlement administration costs until the Final Approval Hearing.  
15 If the Court decides to award less than the amounts set forth above, then the unawarded portions  
16 will become part of the available Net Settlement Amount. The Net Settlement Amount shall not  
17 revert to the Defendant under any circumstance. It appears to the Court that this provision is  
18 appropriate, fair, and reasonable.

19         9.       The Court hereby approves, as to form and content, the Class Notice attached to  
20 the Stipulation as Exhibit A and Information Sheet attached to the Stipulation as Exhibit B. The  
21 Court finds that the distribution of the Class Notice substantially in the manner and form set forth  
22 in the Stipulation and this Order meets the requirements of due process, is the best notice  
23 practicable under the circumstances, and shall constitute due and sufficient notice to all persons  
24 entitled thereto.

25         10.       The Court hereby appoints CPT Group, Inc. as the Settlement Administrator and  
26 hereby directs the Settlement Administrator to mail or cause to be mailed to putative Class  
27 Members the Notice, by first class mail within fifteen (15) days after receipt of the Class  
28 Information from Defendant, as provided in and using the procedures set forth in the Stipulation.

1           11. Any Class Member may choose to opt out of and be excluded from the Class as  
2 provided in the Notice by following the instructions for requesting exclusion from the Class set  
3 forth in the Notice. All requests for exclusion must be submitted as provided in the Notice. Any  
4 such Class Member who chooses to opt out of and be excluded from the Class will not be  
5 entitled to any recovery under the Settlement and will not be bound by the Settlement or have  
6 any right to object, appeal, or comment thereon. Any written request to opt out must be signed by  
7 each Class Member opting out. Class Members who have not requested exclusion shall be bound  
8 by all determinations of the Court, the Stipulation, and the Judgment.

9           12. Any Class Member may appear at the Final Approval Hearing and may object or  
10 express the Class Member's views regarding the Settlement and may present evidence and file  
11 briefs or other papers, that may be proper and relevant to the issues to be heard and determined  
12 by the Court, as provided in the Notice. The Notice of Objection must: (1) state the full name of  
13 the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection;  
14 and (4) be postmarked by the Response Deadlines and returned to the Settlement Administrator.  
15 The Settlement Administrator shall send all objections to counsel for Plaintiffs and Defendant.  
16 The Parties shall file the objection with the Court on behalf of the objecting Class Member.  
17 Plaintiffs and/or Defendant may file oppositions to any objections prior to the date of the Final  
18 Approval/Settlement Fairness Hearing. Class Members can be heard at the Final Approval  
19 Hearing regardless of whether or not they have complied with the objection procedures outlined  
20 in the Stipulation.

21           13. To the extent permitted by law, pending final determination as to whether the  
22 settlement contained in the Stipulation should be approved, neither Plaintiffs nor any Class  
23 Member, whether directly, representatively, or in any other capacity, shall institute or prosecute  
24 any Released Claims against the Released Parties.

25           14. The Settlement is not a concession or admission and shall not be used against  
26 Defendant or any of the Released Parties as an admission or indication as to any claim of any  
27 fault or omission by Defendant or any of the Released Parties. Whether or not the Settlement is  
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1 finally approved, neither the Settlement, nor any document, statement, proceeding, or conduct  
2 related to the Settlement, nor any reports or accounts thereof, shall in any event be:

3 a. Construed as, offered or admitted in evidence as, received as, or  
4 deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited  
5 to, evidence of a presumption, concession, indication, or admission by Defendant or any of the  
6 Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

7 b. Disclosed, referred to, offered, or received in evidence against any  
8 of the Released Parties in any further proceeding in the Action, or in any other civil, criminal, or  
9 administrative action or proceeding, except for purposes of settling the Action pursuant to the  
10 Stipulation.

11 15. In the event the Settlement does not become effective in accordance with the  
12 terms of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled, or  
13 fails to become effective for any reason, this Order shall be rendered null and void and shall be  
14 vacated, and the Parties shall revert to their respective positions as of before entering into the  
15 Stipulation.

16 16. The Court reserves the right to adjourn or continue the date of the Final  
17 Approval/Settlement Fairness Hearing and all dates provided for in the Stipulation without  
18 further notice to Class Members and retains jurisdiction to consider all further applications  
19 arising out of or connected with the proposed Settlement.

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21 IT IS SO ORDERED.

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23 Dated:

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24 BY ORDER OF THE COURT  
25 SUPERIOR COURT OF CALIFORNIA  
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