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and on behalf of all other similarly situated individuals

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO - MAIN COURTHOUSE

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 34-2018-00228207-CU-OE-GDS
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Alan G. Perkins, Dept. 35*

**STIPULATION OF CLASS ACTION
SETTLEMENT**

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

1 IT IS HEREBY STIPULATED, by and between Plaintiffs PHILLIP MORGAN and
2 BRYON UNRUH (collectively, "Plaintiffs"), on the one hand, and Defendant CORE-MARK
3 INTERNATIONAL, INC. ("CORE-MARK" or "Defendant") (hereinafter both Plaintiffs and
4 Defendant together shall be referred to as the "Parties"), on the other hand, and subject to the
5 approval of the Court, that the Action, as defined below, is hereby compromised and settled
6 pursuant to the terms and conditions set forth in this Stipulation and that the Court shall make
7 and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and
8 subject to the definitions, recitals, and terms set forth herein which by this reference become an
9 integral part of this Stipulation.

10 **I. DEFINITIONS**

11 **A. Action.** The term "Action" means the following putative class and representative
12 action: *PHILLIP MORGAN and BRYON UNRUH, individually and on behalf of all others*
13 *similarly situated, v. CORE-MARK INTERNATIONAL, INC., a Delaware Corporation, and*
14 *DOES 1 through 100*, Sacramento Superior Court Case No. 34-2018-00228207-CU-OE-GDS.

15 **B. Class Counsel.** The term "Class Counsel" means (a) Marlin & Saltzman, LLP,
16 including Adam Tamburelli, Esq. and Stan Saltzman, Esq.; and (b) Mara Law Firm, including
17 David Mara, Esq., Jamie Serb, Esq., and Tony Roberts, Esq.

18 **C. Class Counsel Award.** The term "Class Counsel Award" means reasonable
19 attorneys' fees for Class Counsel's litigation and resolution of the Action (not to exceed 33 1/3%
20 of the Maximum Settlement Amount), and Class Counsel's expenses and costs reasonably
21 incurred in connection with the Action (not to exceed \$30,000.00).

22 **D. Class Information.** The term "Class Information" means information regarding
23 Class Members that CORE-MARK shall in good faith compile from its records and shall be
24 authorized by the Court to transmit in a secured manner to the Settlement Administrator. The
25 Settlement Administrator shall agree in writing to maintain Class Information in a secure manner.
26 Class Information shall be transmitted to the Settlement Administrator in electronic form and
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1 shall include: each Class Member's full name, last known address, Social Security number, and
2 Compensable Workweeks.

3 **E. Class Members.** The term "Class Members" shall mean all persons currently or
4 formerly employed by Defendant as a driver, truck driver, driver helper, driver trainer, and/or
5 hosteler, in the State of California during the Class Period. This definition expressly excludes
6 any "Class Member" whose employment with Defendant terminated on or before May 31, 2016
7 and who was included as a class member in the class action settlement in *Jonathan Upton and*
8 *Keith Mills v. Core-Mark International, Inc.*, California Superior Court, County of San
9 Francisco, case number CGC 15-549438.

10 **F. Class Notice.** The term "Class Notice" means the Notice of Proposed Class
11 Action Settlement, substantially in the form attached hereto as **Exhibit 1**, which shall be subject
12 to Court approval and which the Settlement Administrator shall mail to each Class Member, in
13 English and Spanish, explaining the terms of this Stipulation and the Settlement.

14 **G. Class Period.** The term "Class Period" means the period from March 1, 2014
15 through April 1, 2020.

16 **H. Class Representative Service Award.** The term "Class Representative Service
17 Award" means the amount that the Court authorizes to be paid to Plaintiffs, in addition to
18 Plaintiffs' Individual Settlement Payments, in recognition of Plaintiffs' efforts and risks in
19 assisting with the prosecution of the Action.

20 **I. Compensable Workweeks.** The term "Compensable Workweeks" means the
21 total number of workweeks worked by each Participating Class Member during the Class Period,
22 as based upon CORE-MARK's employment records, less any workweeks in the Class Period for
23 which a Participating Class Member received a settlement award or payment in connection with
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the previous class action case of *Jonathan Upon and Keith Mills v. Core-Mark International, Inc.*, California Superior Court, County of San Francisco case number CGC 15-549438.

J. Core-Mark. The term “Core-Mark” means Defendant CORE-MARK INTERNATIONAL, INC.

K. Court. The term “Court” means the Superior Court of the State of California for the County of Sacramento.

L. Defense Counsel. The term “Defense Counsel” means Fisher & Phillips, LLP, including Lonnie D. Giamela, Esq. and Philip J. Azzara, Esq.

M. Effective Date. The term “Effective Date” means when the settlement is considered as “final.” For purposes of this Stipulation of Class Action Settlement, “Final” means (i) in the event that the Settlement has received final approval by the Court and there were no timely objections filed, or that any timely objections have been withdrawn then the date of entry of the final judgment in this Action by the Court; or, (ii) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court’s order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the court’s order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the trial court’s final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the appellant. Core-Mark will fund the settlement within 10 days of the Effective date.

N. Employer’s Share of Payroll Taxes. The term “Employer’s Share of Payroll Taxes” means Core-Mark’s portion of payroll taxes, including, but not limited to FICA and FUTA, on the portion (if any) of the Individual Settlement Payments that constitutes wages. Core-Mark shall be responsible for paying the Employer’s Share of Payroll Taxes to the Settlement Administrator. The Settlement Administrator will be responsible for calculating and remitting to the appropriate government agencies all employer and employee payroll tax

obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

O. Final Approval Hearing. The term “Final Approval Hearing” means the hearing to be conducted by the Court after the filing by Plaintiffs of an appropriate motion and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the Class and Settlement and to object to the Settlement, at which time Plaintiffs shall request that the Court finally approve the fairness, reasonableness and adequacy of the terms and conditions of the Settlement, enter the Final Order and Judgment, and take other appropriate action.

P. Final Order and Judgment. The term “Final Order and Judgment” means the order and judgment to be entered by the Court upon granting final approval of the Settlement and this Stipulation as binding upon the Parties and Participating Class Members.

Q. Individual Settlement Payment. The term “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member.

R. Information Sheet. The term “Information Sheet” means the form that shall be prepared by the Settlement Administrator and sent to each Class Member that sets forth the Compensable Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially in the form attached hereto as **Exhibit 2**.

S. LWDA. The term “LWDA” means the California Labor and Workforce Development Agency.

T. Maximum Settlement Amount. The term “Maximum Settlement Amount” means the maximum amount (excluding the Employer’s Share of Payroll Taxes) Core-Mark shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement Payments to Participating Class Members, the Class Counsel Award, the Settlement Administration Costs, litigation costs associated with Class Counsel’s prosecution of the Action, the Class Representative Service Awards, and the PAGA payments to Participating Class Members and the LWDA. Subject to Court approval and the

terms of this Stipulation, the Maximum Settlement Amount Core-Mark shall be required to pay is seven-hundred twenty-five thousand dollars and zero cents (\$725,000.00).

U. Net Settlement Amount. The term “Net Settlement Amount” means the Maximum Settlement Amount, less the Class Counsel Award, litigation costs associated with Class Counsel’s prosecution of the Action, the PAGA payment to the LWDA, the Settlement Administration Costs, and the Class Representative Service Awards.

V. Notice Packet. The term “Notice Packet” means the packet of documents which shall be mailed to all Class Members by the Settlement Administrator, including the Class Notice and the Information Sheet.

W. PAGA. The term “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

X. Participating Class Members. The term “Participating Class Members” means Plaintiffs and all other Class Members who do not submit a valid and timely Request for Exclusion.

Y. Parties. The term “Parties” means Plaintiffs and Core-Mark.

Z. Plaintiffs. The term “Plaintiffs” means the Plaintiffs in this action, Phillip Morgan and Bryon Unruh.

AA. Preliminary Approval Order. The term “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this Stipulation, among other things.

BB. Released Claims. The term “Released Claims” with respect to the Participating Class Members (other than Plaintiffs) means any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaints filed in the Action and arising at any time during the Class Period, including claims for (1) Failure to Provide Meal Breaks – Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order(s); (2) Failure to Provide Rest Breaks – Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order(s); (3) Failure to Reimburse for Necessary Business

1 Expenses – Cal. Labor Code § 2802; (4) Failure to Provide Adequate Wage Statements – Cal.
2 Labor Code §§ 226, 226.2 and 226.3; (5) Unfair Competition – Cal. Bus. and Prof. Code § 17200
3 et seq.; and (6) Private Attorneys General Act – Cal. Labor Code § 2698 et seq.

4 “Released Claims,” with respect to Plaintiffs, means any and all claims, demands, rights,
5 liabilities, and causes of action of every nature and description whatsoever, known or unknown,
6 asserted or that might have been asserted, whether in tort, contract, or for violation of any state
7 statute, rule or regulation, arising out of, relating to, or in connection with any act or omission by
8 or on the part of any of the Released Parties committed or omitted prior to the Effective Date.
9 The General Release includes any unknown claims Plaintiffs do not know or suspect to exist in
10 Plaintiffs’ favor at the time of the release, which, if known by Plaintiffs, might have affected
11 Plaintiffs’ settlement with, and release of, the Released Parties or might have affected Plaintiffs’
12 decision not to object to this Settlement. Plaintiffs stipulate and agree that, upon the Effective
13 Date, Plaintiffs shall be deemed to have, and by operation of the Final Approval Order and
14 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law,
15 the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other
16 similar provision under federal or state law, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
18 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
19 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
20 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
21 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

22 Plaintiffs may hereafter discover facts in addition to or different from those Plaintiffs now
23 know or believe to be true with respect to the subject matter of the Action and Released Claims,
24 but Plaintiffs, upon the Effective Date, shall be deemed to have, and by operation of the Final
25 Approval Order and Judgment shall have, fully, finally, and forever settled and released any and
26 all Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-
27 contingent, which now exist, or heretofore have existed upon any theory of law or equity now
28 existing or coming into existence in the future.

1 **CC. Released Parties.** The term “Released Parties” means Defendant CORE-MARK
2 INTERNATIONAL, INC., and includes its respective present or former parent companies,
3 subsidiary companies and affiliates, and officers, directors, board members, insurers, employees,
4 partners, shareholders, attorneys, agents, and any other successors, assigns, or legal
5 representatives.

6 **DD. Request for Exclusion.** The term “Request for Exclusion” means the written
7 request submitted by Class Members, requesting to be excluded from the Action and the
8 Settlement.

9 **EE. Response Deadline.** The term “Response Deadline” means the date forty-five
10 (45) days after the Settlement Administrator mails the Notice Packets to Class Members and the
11 last date on which Class Members may submit a Request for Exclusion or objection to the
12 Settlement.

13 **FF. Settlement.** The term “Settlement” means the final and complete disposition of
14 the Action pursuant to this Stipulation.

15 **GG. Settlement Administration Costs.** The term “Settlement Administration Costs”
16 means the reasonable costs and fees of administration of this Settlement to be paid to the
17 Settlement Administrator from the Maximum Settlement Amount, including, but not limited to:
18 (i) translating Notice Packets into Spanish; (ii) printing and mailing (and re-mailing, if necessary)
19 of Notice Packets to Class Members; (iii) establishing and maintaining a website for the
20 administration of the settlement; (iv) preparing and submitting to Participating Class Members
21 and government entities all appropriate tax filings and forms; (v) computing the amount of and
22 distributing Individual Settlement Payments, Class Representative Service Awards and Class
23 Counsel Award; (vi) processing and validating Requests for Exclusion; (vii) establishing a
24 Qualified Settlement Fund, as defined by the Internal Revenue Code; (viii) calculating and
25 remitting to the appropriate government agencies all employer and employee payroll tax
26 obligations arising from the Settlement and preparing and submitting filings required by law in
27 connection with the payments required by the Settlement; and (ix) submitting sums from
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1 uncashed settlement checks sent to Participating Class Members to the State of California for
2 distribution to Participating Class Members as unclaimed property.

3 **HH. Settlement Administrator.** The term “Settlement Administrator” means CPT
4 Group, Inc.

5 **II. RECITALS**

6 **A. Procedural History.** On March 1, 2018, Plaintiff Phillip Morgan (“Plaintiff
7 Morgan”) filed a complaint in the Superior Court of the State of California, County of
8 Sacramento, entitled, “*Phillip Morgan, individually and on behalf of all others similarly situated*
9 *v. CORE-MARK INTERNATIONAL, INC., a Delaware Corporation; AND DOES 1 through*
10 *100,*” Case No. 34-2018-00228207. The complaint asserted six causes of action for: (1) Failure
11 to Provide Meal Breaks – Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order(s); (2) Failure
12 to Provide Rest Breaks – Cal. Labor Code §§ 226.7 and 512, and IWC Wage Order(s); (3) Failure
13 to Reimburse for Necessary Business Expenses – Cal. Labor Code § 2802; (4) Failure to Provide
14 Adequate Wage Statements – Cal. Labor Code §§ 226, 226.2 and 226.3; (5) Unfair Competition
15 – Cal. Bus. and Prof. Code § 17200 et seq.; and (6) Private Attorneys General Act – Cal. Labor
16 Code § 2698 et seq.

17 On May 24, 2018, Plaintiff Morgan filed a first amended complaint.

18 On June 5, 2018, Plaintiff Bryon Unruh (“Plaintiff Unruh”) filed a complaint in the
19 Superior Court of the State of California, County of Alameda entitled, “*BRYON UNRUH, on*
20 *behalf of himself, all others similarly situated, and on behalf of the general public v. CORE-*
21 *MARK INTERNATIONAL, INC., and DOES 1 through 100, inclusive,*” Case No. RG18907545.
22 The complaint asserted ten causes of action for: (1) Violation of the Private Attorney General
23 Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed
24 (California Labor Code § 2698, et seq.); (2) Violation of the PAGA for Failure to Pay all
25 Overtime Wages (California Labor Code § 2698, et seq.); (3) Violation of the PAGA for Failure
26 to Provide Meal Periods (California Labor Code § 2698, et seq.); (4) Violation of the PAGA for
27 Failure to Provide Rest Periods (California Labor Code § 2698, et seq.); (5) Violation of the
28 PAGA for Failure to Pay Wages Due at Termination (California Labor Code § 2698, et seq.); (6)

1 Violation of the PAGA for Failure to Provide Paid Sick Days (California Labor Code § 2698, et
2 seq.); (7) Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized
3 Employee Wage Statements (California Labor Code § 2698, et seq.); (8) Failure to Pay
4 Employees Twice Per Month (California Labor Code § 2698, et seq.); (9) Violation of PAGA
5 for Failure to Provide Recovery Periods (California Labor Code § 2698, et seq.); and (10)
6 Violation of PAGA for Failure to Reimburse Expenses in Discharging Duties (California Labor
7 Code § 2698, et seq.).

8 On March 27, 2019, the Parties participated in a full-day, private mediation with an
9 experienced mediator, Jeffrey Krivis. After a full day of mediation, the Parties had not reached a
10 settlement. In the following months, the Parties continued their efforts, through Mr. Krivis, to
11 resolve the Action through arms-length negotiations. Through these efforts, the Parties
12 eventually reached a resolution, as set forth in this stipulation of settlement.

13 On or about February 26, 2020, pursuant to a stipulation among the Parties, Plaintiff
14 Morgan and Plaintiff Unruh filed and served a second amended complaint in the Action to
15 consolidate their claims.

16 **B. Benefits of Settlement to Plaintiffs and the Class Members.** Plaintiffs and
17 Class Counsel recognize the expense and length of continued proceedings necessary to litigate
18 Plaintiffs' disputes in the Action through trial and through any possible appeals. Plaintiffs also
19 have taken into account the uncertainty and risks of the outcome of further litigation, and the
20 difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of
21 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
22 generally and in response to Core-Mark's defenses thereto, and the difficulties in establishing
23 damages, penalties, restitution and other relief sought in the Action. Plaintiffs and Class Counsel
24 also have taken into account Core-Mark's agreement to enter into a settlement that confers
25 substantial benefits upon the Class Members. Based upon the foregoing, Plaintiffs and Class
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Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable, and is in the best interests of all Class Members.

C. Core-Mark's Reasons for Settlement. Core-Mark has concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Core-Mark's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiffs. Core-Mark also has taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Core-Mark continues to contend that it is not liable for any of the claims alleged by Plaintiffs in the Action, Core-Mark has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Stipulation and to put to rest the claims alleged in the Action. Core-Mark has asserted and continues to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Core-Mark as to the merits or lack thereof of the claims asserted in the Action. Core-Mark contends that it has complied with all applicable state, federal and local laws.

III. TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

A. Binding Settlement. This Settlement shall bind the Parties, all Participating Class Members, Class Counsel and Defense Counsel, subject to the terms and conditions hereof and the Court's approval.

B. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments to each of them specified herein,

1 and shall hold Core-Mark and Defense Counsel free and harmless from and against any claims
2 resulting from treatment of such payments as non-taxable, including the treatment of such
3 payments as not subject to withholding or deduction for payroll and employment taxes.

4 **C. Circular 230 Disclaimer.** The Parties acknowledge and agree that (1) no
5 provision of this Stipulation, and no written communication or disclosure between or among the
6 Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall
7 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
8 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
9 amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own,
10 independent legal and tax counsel for advice (including tax advice) in connection with this
11 Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any other
12 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
13 communication or disclosure by any attorney or advisor to any other party to avoid any tax
14 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any
15 other party has imposed any limitation that protects the confidentiality of any such attorney's or
16 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
17 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
18 transaction contemplated by this Stipulation.

19 **D. Preliminary Approval of Settlement.** By May 15, 2020, Plaintiffs intend to
20 move the Court to enter the Preliminary Approval Order, thereby conditionally certifying the
21 Class for settlement purposes only and setting a Final Approval Hearing date. The Parties agree
22 to work diligently and cooperatively to present this Settlement to the Court for preliminary
23 approval. The Preliminary Approval Order shall provide for, among other things, the Notice
24 Packet to be sent to Class Members as specified herein. The Parties agree that the conditional
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1 certification of the Class is for settlement purposes only and is in no way an admission by Core-
2 Mark in the Action or in any other proceeding that class certification is proper.

3 **E. Release by Plaintiffs and Participating Class Members.** Upon the Effective
4 Date, Plaintiffs and all other Participating Class Members shall be deemed to have released their
5 respective Released Claims against the Released Parties.

6 **F. Settlement Administration.**

7 *1. Notice of Settlement to Class Members*

8 Within fifteen (15) days after entry of the Preliminary Approval Order, Core-Mark shall
9 provide the Settlement Administrator with the Class Information for purposes of mailing the
10 Notice Packets to Class Members.

11 Notice by First Class U.S. Mail: Upon receipt of the Class Information, the Settlement
12 Administrator shall perform a search based on the National Change of Address Database
13 maintained by the United States Postal Service to update and correct any known or identifiable
14 address changes. Within fifteen (15) days after receiving the Class Information from Core-Mark
15 as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all
16 Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
17 its best judgment to determine the current mailing address for each Class Member. The address
18 identified by the Settlement Administrator as the current mailing address shall be presumed to
19 be the most current mailing address for each Class Member. The Parties agree that this procedure
20 for notice provides the best practical notice to Class Members and fully complies with due
21 process.

22 Undeliverable Notice Packets: Any Notice Packet returned to the Settlement
23 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
24 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
25 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing,
26 or other type of automated search, using the name, address and/or Social Security number of the
27 Class Member involved, and shall then perform a re-mailing to the Class Member whose Notice
28 Packet was returned as non-delivered, assuming another mailing address is identified by the

1 Settlement Administrator. Class Members who are sent a re-mailed Notice Packet shall have
2 their Response Deadline extended by fifteen (15) days from the date the Settlement Administrator
3 re-mails the Notice Packet. If these procedures are followed, notice to Class Members shall be
4 deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not
5 receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and
6 shall be bound by all terms of the Settlement and the Final Order and Judgment.

7 Determination of Individual Settlement Payments: The Settlement Administrator shall
8 determine the eligibility for, and the amounts of, each Individual Settlement Payment under the
9 terms of this Stipulation. The Settlement Administrator's determination of the eligibility for and
10 amount of each Individual Settlement Payment shall be binding upon the Class Member and the
11 Parties, yet subject to review by Class Counsel, Defense Counsel and the Court. Core-Mark's
12 records shall be given the presumption of accuracy.

13 Disputes Regarding Administration of Settlement: Any dispute not resolved by the
14 Settlement Administrator concerning the administration of the Settlement shall be resolved by
15 the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in
16 good faith to resolve the dispute without the necessity of involving the Court.

17 *1. Exclusions*

18 The Class Notice shall explain that Class Members who wish to exclude themselves from
19 the Class and Settlement must submit a Request for Exclusion to the Settlement Administrator
20 by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, and
21 telephone number of the person requesting exclusion; (2) must be signed by the Class Member;
22 and (3) must be postmarked by the Response Deadline and returned to the Settlement
23 Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel
24 and the Court, the date of the postmark on the return mailing envelope on the Request for
25 Exclusion shall be the exclusive means used by the Settlement Administrator to determine
26 whether a Class Member has timely requested exclusion from the Class and Settlement. Any
27 Class Member who timely and properly requests to be excluded from the Class and Settlement
28 shall not be entitled to any benefits under the Settlement and shall not be bound by the terms of

1 the Settlement, nor shall the Class Member have any right to object to the Settlement or appeal
2 from the entry of the Final Order and Judgment. Class Members who do not submit a valid and
3 timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of
4 the Settlement and the Final Order and Judgment entered in this Action if the Settlement is finally
5 approved by the Court. No later than ten (10) days after the Response Deadline, the Settlement
6 Administrator shall provide counsel for the Parties with a complete list of all Class Members who
7 submitted a timely and valid Request for Exclusion.

8 2. *Objections*

9 The Class Notice shall state that Class Members who wish to object to the Settlement
10 should submit to the Settlement Administrator a written brief or statement of objection (“Notice
11 of Objection”) by the Response Deadline. The Notice of Objection must (1) state the full name
12 of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection;
13 and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator
14 at the specified address. Subject to review by Class Counsel, Defense Counsel and the Court, the
15 date of the postmark on the return mailing envelope on the Notice of Objection shall be used by
16 the Settlement Administrator to determine whether a Class Member has timely objected to the
17 Settlement. Class Members who fail to timely make objections in the manner specified herein
18 may be deemed to have waived any objections. At no time shall any of the Parties, Class Counsel
19 or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members to file
20 and serve a Notice of Objection or appeal from the Final Order and Judgment. No matter what,
21 Class Members can be heard at the Final Approval Hearing regardless of whether or not they
22 have complied with the objection procedures outlined above.

23 3. *Monitoring and Reviewing Settlement Administration*

24 The Parties have the right to monitor and review the administration of the Settlement to
25 verify that the monies allocated under the Settlement are distributed in a correct amount, as
26 provided for in this Stipulation.

27 4. *Best Efforts*

28 The Parties agree to use their best efforts to carry out the terms of this Settlement.

1 **G. Funding and Allocation of Maximum Settlement Amount.**

2 1. *General Terms*

3 Class Members shall not be required to submit a claim in order to receive a share of the
4 Net Settlement Amount, and no portion of the Maximum Settlement Amount shall revert to Core-
5 Mark or result in an unpaid residue. No later than ten (10) days after the Effective Date, Core-
6 Mark shall provide to the Settlement Administrator in any feasible manner, including, but not
7 limited to, by way of a wire transfer, the Maximum Settlement Amount plus Employer's Share
8 of Payroll Taxes. In no event shall there be any distribution from the Maximum Settlement
9 Amount until after the Effective Date and all conditions precedent specified in this Stipulation
10 have been completely satisfied. If this Settlement is not finally approved by the Court in full, or
11 is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
12 Date does not occur, then no Maximum Settlement Amount shall be paid.

13 2. *Individual Settlement Payments*

14 Individual Settlement Payments shall be paid by the Settlement Administrator from the
15 Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Individual
16 Settlement Payments shall be mailed by the Settlement Administrator by regular First Class U.S.
17 Mail to each Participating Class Member's last known mailing address within fourteen (14) days
18 after Core-Mark provides the Settlement Administrator with the Maximum Settlement Amount.
19 Individual Settlement Payments shall be allocated as follows: 20% as wages subject to all
20 applicable tax withholdings, and 80% as non-wage penalties and interest not subject to payroll
21 tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each
22 Participating Class Member for the portion of the Individual Settlement Payment allocated as
23 wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue
24 an IRS Form 1099 to each Participating Class Member for the portion of the Individual
25 Settlement Payment allocated as non-wage penalties and interest and not subject to payroll tax
26 withholdings.

27 Each Participating Class Member's Individual Settlement Payment shall be calculated
28 solely by the Settlement Administrator according to the following formula: Core-Mark shall

1 provide the Settlement Administrator with the Compensable Workweeks for each Participating
2 Class Member; the Settlement Administrator shall then (1) divide the Compensable Workweeks
3 worked by each Participating Class Member by the total Compensable Workweeks worked by
4 all Participating Class Members, and (2) multiply the result in (1) by the Net Settlement Amount.
5 The Individual Settlement Payment will be reduced by any required legal deductions for each
6 Participating Class Member.

7 Individual Settlement Payments shall be made by check and shall be made payable to
8 each Participating Class Member as set forth in this Stipulation.

9 The Settlement Administrator will remit the entire amount of each Participating Class
10 Member's Individual Settlement Payment as follows: Any checks issued by the Settlement
11 Administrator to Participating Class Members shall be negotiable for one hundred and eighty
12 (180) calendar days. Those funds represented by settlement checks returned as undeliverable
13 and those settlement checks remaining uncashed for more than 180 days after issuance shall be
14 distributed to the Controller of the State of California to be held pursuant to the Unclaimed
15 Property Law, California Civil Code Section 1500 et seq., for the benefits of those Participating
16 Class Members who did not cash their checks until such time they claim their property. The
17 Parties agree that this disposition results in no "unpaid residue" under California Code of Civil
18 Procedure Section 384, as the entire net settlement proceeds will be paid out to Participating
19 Class Members, whether or not they all cash their settlement checks.

20 3. *Individual Settlement Payments Do Not Trigger Employment Relationship*
21 *or Additional Benefits*

22 All monies received by Participating Class Members under the Settlement which are
23 attributable to wages shall constitute income to such Participating Class Members solely in the
24 year in which such monies actually are received by the Participating Class Members. It is
25 expressly understood and agreed that the receipt of Individual Settlement Payments shall not
26 entitle any Participating Class Member to additional compensation or benefits under any
27 collective bargaining agreement or under any bonus, contest or other compensation or benefit
28 plan or agreement in place during the period covered by the Settlement, nor shall it entitle any

1 Participating Class Member to any increased pension and/or retirement, or other deferred
2 compensation benefits. It is the intent of the Parties that Individual Settlement Payments
3 provided for in this Stipulation are the sole payments to be made by Core-Mark to Participating
4 Class Members in connection with this Settlement, with the exception of Plaintiffs, and that the
5 Participating Class Members are not entitled to any new or additional compensation or benefits
6 as a result of having received the Individual Settlement Payments (notwithstanding any contrary
7 language or agreement in any collective bargaining agreement or in any benefit or compensation
8 plan document that might have been in effect during the period covered by this Settlement).
9 Furthermore, the receipt of Individual Settlement Payments by Participating Class Members shall
10 not, and does not, by itself establish any general, special, or joint employment relationship
11 between and among the Participating Class Member(s) and Core-Mark.

12 *4. Class Representative Service Award*

13 Subject to Court approval, each Plaintiff shall be paid a Class Representative Service
14 Award not to exceed five thousand dollars and zero cents (\$5,000.00), or any lesser amount as
15 awarded by the Court, for their time and effort in bringing and presenting the Action and for
16 releasing their Released Claims. Core-Mark agrees not to oppose or object to this request. The
17 Class Representative Service Awards shall be paid to Plaintiffs from the Maximum Settlement
18 Amount no later than fourteen (14) days after Core-Mark provides the Settlement Administrator
19 with the Maximum Settlement Amount. The Settlement Administrator shall issue an IRS
20 Form 1099 to each Plaintiff for his respective Class Representative Service Award. Plaintiffs
21 shall be solely and legally responsible to pay any and all applicable taxes on their respective
22 Class Representative Service Awards and shall hold harmless Core-Mark, Class Counsel, and
23 Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of
24 payment of the Class Representative Service Awards. The Class Representative Service Awards
25 shall be made in addition to the Plaintiffs' Individual Settlement Payments. Any amount
26 requested by Plaintiffs for the Class Representative Service Awards and not awarded by the Court
27 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
28 Members as part of their Individual Settlement Payments.

1 5. *Class Counsel Award*

2 Subject to Court approval, Class Counsel shall be entitled to receive reasonable attorneys’
3 fees in an amount not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum
4 Settlement Amount, which amounts to two hundred, forty-one thousand, six hundred, sixty-six
5 dollars and sixty-four cents (\$241,666.64). In addition, subject to Court approval, Class Counsel
6 shall be entitled to an award of reasonable costs associated with Class Counsel’s prosecution of
7 the Action in an amount not to exceed thirty thousand dollars and zero cents (\$30,000.00). Class
8 Counsel shall provide the Settlement Administrator with a properly completed and signed IRS
9 Form W-9 in order for the Settlement Administrator to process the Class Counsel Award
10 approved by the Court. Core-Mark agrees not to oppose or object to Plaintiffs’ request for an
11 award of attorneys’ fees not to exceed two hundred, forty-one thousand, six hundred, sixty-six
12 dollars and sixty-four cents (\$241,666.64) and request for an award of reasonable costs not to
13 exceed thirty thousand dollars and zero cents (\$30,000.00). In the event the Court awards Class
14 Counsel less than two hundred, forty-one thousand, six hundred, sixty-six dollars and sixty-four
15 cents (\$241,666.64) in attorneys’ fees and/or less than thirty thousand dollars and zero cents
16 (\$30,000.00) in costs, the difference shall become part of the Net Settlement Amount and shall
17 be distributed to Participating Class Members as part of their Individual Settlement Payments.
18 Class Counsel shall be paid any Court-approved attorneys’ fees and costs from the Maximum
19 Settlement Amount no later than fourteen (14) days after Core-Mark provides the Settlement
20 Administrator with the Maximum Settlement Amount. Class Counsel shall be solely and legally
21 responsible to pay all applicable taxes on the Class Counsel Award. The Settlement
22 Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

23 6. *Settlement Administration Costs*

24 The Settlement Administrator shall be paid from the Maximum Settlement Amount for
25 the Settlement Administration Costs, which are estimated not to exceed fifteen thousand dollars
26 and zero cents (\$15,000.00). To the extent actual Settlement Administration Costs are greater
27 than fifteen thousand dollars and zero cents (\$15,000.00), such excess amount shall be taken out
28 of the Maximum Settlement Amount. Any portion of the estimated or designated Settlement

Administration Costs that are not in fact required to fulfill the total settlement administration costs shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments. Prior to Plaintiffs filing a motion for final approval of this Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and to minimize Settlement Administration Costs.

The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed and from which payments required by the Settlement shall be made.

The Settlement Administrator shall be entitled to withdraw from the QSF its Settlement Administration Costs no earlier than fourteen (14) days after Core-Mark provides the Settlement Administrator with the Maximum Settlement Amount.

7. Payment to the LWDA

Ten Thousand Dollars (\$10,000.00) from the Maximum Settlement Amount shall be allocated to penalties under PAGA, of which Seven Thousand Five Hundred Fifty Dollars (\$7,500.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Two Thousand Five Hundred Fifty Dollars (\$2,500.00) shall be part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Payments.

H. Final Settlement Approval Hearing and Entry of Final Order and Judgment

Upon expiration of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant final approval of the Settlement, including determining the amounts

properly payable for: (i) the Class Counsel Award; (ii) the Class Representative Service Awards; and (iii) the payment to the LWDA. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment.

I. Nullification of Settlement

In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, this Stipulation and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Core-Mark or any of the other Released Parties, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Stipulation, and the Parties shall proceed in all respects as if this Stipulation had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be the equal responsibility of the Parties and paid to the Settlement Administrator equally by the Parties. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Order and Judgment, or any other appellate review, shall be the equal responsibility of the Parties and paid to the Settlement Administrator equally by the Parties.

J. Termination Provision. Notwithstanding any other provision of this Settlement, Core-Mark shall retain the right, in the exercise of its sole discretion, to nullify the Settlement

1 within thirty (30) days after expiration of the Response Deadline if more than five percent (5%)
2 of the Class Members opt out of this Settlement.

3 **K. Class Size.** The fund specifically contemplates as of April 1, 2020, a total Class
4 Size of 985 Class Members, and is based on this class size. If the Class Size as of the date of
5 preliminary approval is determined to be more than a 10% increase of this figures, Core-Mark
6 shall increase its contribution to the Fund on a pro-rata basis for each additional Class Member.

7 **L. No Admission by Defendant.** Core-Mark denies all claims alleged in the Action
8 and denies all wrongdoing whatsoever. Neither this Stipulation, nor any of its terms and
9 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
10 shall be used against Core-Mark as an admission or indication with respect to any claim of any
11 fault, concession, or omission by Core-Mark or that class certification is proper under the
12 standard applied to contested certification motions. The Parties stipulate and agree to the
13 certification of the proposed class for settlement purposes only. As part of this Settlement, Core-
14 Mark shall not be required to enter into any consent decree nor shall Core-Mark be required to
15 agree to any provision for injunctive or prospective relief. The Parties further agree that this
16 Stipulation will not be admissible in this or any other proceeding as evidence that either (i) a
17 class action should be certified or (ii) Core-Mark is liable to Plaintiffs or any Class Member,
18 other than according to the terms of this Stipulation.

19 **M. Exhibits and Headings.** The terms of this Stipulation include the terms set forth
20 in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.

1 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings
2 of any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

3 **N. Interim Stay of Action.** The Parties agree to stay and to request that the Court
4 stay all proceedings in the Action, except such proceedings necessary to implement and complete
5 the Settlement and enter the Final Order and Judgment.

6 **O. Amendment or Modification.** This Stipulation may be amended or modified
7 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 **P. Entire Agreement.** This Stipulation and any attached Exhibits constitute the
9 entire agreement between the Parties, and no oral or written representations, warranties, or
10 inducements have been made to Plaintiffs or Core-Mark concerning this Stipulation or its
11 Exhibits other than the representations, warranties, and covenants contained and memorialized
12 in this Stipulation and its Exhibits. No other prior or contemporaneous written or oral agreements
13 may be deemed binding on the Parties.

14 **Q. Authorization to Enter into Settlement Agreement.** Class Counsel and
15 Defense Counsel warrant and represent they are expressly authorized by the Parties whom they
16 represent to negotiate this Stipulation and to take all appropriate actions required or permitted to
17 be taken by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any
18 other documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel
19 and Defense Counsel shall cooperate with each other and use their best efforts to complete the
20 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
21 form or content of any document needed to implement the Settlement, or on any supplemental
22 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
23 seek the assistance of the Court and/or mediator Jeffrey Krivis to resolve such disagreement. The
24 person signing this Stipulation on behalf of Core-Mark represents and warrants that he/she is
25 authorized to sign this Stipulation on behalf of Core-Mark. Plaintiffs represent and warrant that
26 they are authorized to sign this Stipulation and that they have not assigned any claim, or part of
27 a claim, covered by this Settlement to a third party. The Parties have cooperated in the drafting
28

1 and preparation of this Stipulation Agreement. Hence, in any construction made of this
2 Stipulation, the same shall not be construed against any of the Parties.

3 **R. Binding on Successors and Assigns.** This Stipulation shall be binding upon, and
4 inure to the benefit of, the successors and assigns of the Parties.

5 **S. California Law Governs.** All terms of this Stipulation and the Exhibits hereto
6 shall be governed by and interpreted according to the laws of the State of California, without
7 giving effect to any law that would cause the laws of any jurisdiction other than the State of
8 California to be applied.

9 **T. Counterparts.** This Stipulation may be executed in one or more counterparts.
10 All executed counterparts and each of them shall be deemed to be one and the same instrument.

11 **U. Fairness, Adequacy, and Reasonableness of Settlement.** Plaintiffs represent
12 that this Settlement is a fair, adequate, and reasonable settlement of the Actions and they have
13 arrived at this Settlement after extensive arms-length negotiations, taking into account all
14 relevant factors, present and potential.

15 **V. Jurisdiction of the Court.** Following entry of the Final Order and Judgment, the
16 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
17 of the terms of this Stipulation and all orders and judgments entered in connection therewith, and
18 the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for
19 purposes of interpreting, implementing, and enforcing the Settlement embodied in this
20 Stipulation and all orders and judgments entered in connection therewith.

21 **W. Invalidity of Any Provision.** Before declaring any term or provision of this
22 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
23 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
24 all provisions of this Stipulation as valid and enforceable.

25 **X. Binding Nature of Notice of Class Action Settlement.** It is agreed that because
26 the Class Members are so numerous, it is impossible or impractical to have each Class Member
27 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature
28

of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation were executed by each Participating Class Member.

Y. **Confidentiality**. Plaintiffs and Class Counsel agree to keep the facts and terms of this Settlement confidential until the Preliminary Approval Order is sought from the Court, and, thereafter, to the fullest extent possible. Plaintiffs and Class Counsel also agree not to make or offer to make any public disclosure of the Settlement, other than what is necessary and consistent with the need for judicial approval of the Settlement and notice to Class Members. Class Counsel shall take all steps necessary to ensure that Plaintiffs are aware of, and will ensure that they adhere to, the restriction against any public disclosure of the terms of the Settlement. Class Counsel shall take all steps necessary to ensure that Plaintiffs are aware of, and will ensure that each adheres to, the terms of this paragraph.

[SIGNATURES ON FOLLOWING PAGE]

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DATE: May ___, 2020

Plaintiff Phillip Morgan

DATE: May ___, 2020


Plaintiff Bryon Unruh

DATE: May 12, 2020

Jonathan E. Stuhl
For Core-Mark International, Inc.
Name: Jonathan Stuhl
Its: VP, Human Resources

DATE: May 12, 2020

FISHER & PHILLIPS LLP

By: 
LONNIE D. GIAMELA
PHILIP J. AZZARA
Attorneys for Defendant
CORE-MARK INTERNATIONAL, INC.

DATE: May ___, 2020

MARLIN & SALTZMAN, LLP

By: _____
STANLEY D. SALTZMAN
Attorneys for Plaintiff
PHILLIP MORGAN, individually and on behalf
of all others similarly situated

DATE: May ___, 2020

MARA LAW FIRM

By: _____
DAVID MARA
JAMIE SERB
TONY ROBERTS
Attorneys for Plaintiff
BRYON UNRUH, individually and on behalf of
all others similarly situated

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DATE: April __, 2020
June 11, 2020

P. M. Morgan
Plaintiff Phillip Morgan

DATE: April __, 2020

Plaintiff Bryon Unruh

DATE: April __, 2020

For Core-Mark International, Inc.
Name: _____
Its: _____

DATE: April __, 2020

FISHER & PHILLIPS LLP

By: _____
LONNIE D. GIAMELA
PHILIP J. AZZARA
Attorneys for Defendant
CORE-MARK INTERNATIONAL, INC.

DATE: April __, 2020

MARLIN & SALTZMAN, LLP

By: _____
STANLEY D. SALTZMAN
Attorneys for Plaintiff
PHILLIP MORGAN, individually and on behalf
of all others similarly situated

DATE: April __, 2020

MARA LAW FIRM

By: _____
DAVID MARA
JAMIE SERB
TONY ROBERTS
Attorneys for Plaintiff
BRYON UNRUH, individually and on behalf of
all others similarly situated

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DATE: April __, 2020

Plaintiff Phillip Morgan

DATE: April __, 2020

Plaintiff Bryon Unruh

DATE: April __, 2020

For Core-Mark International, Inc.
Name: _____
Its: _____


DATE: April __, 2020

FISHER & PHILLIPS LLP

By: _____
LONNIE D. GIAMELA
PHILIP J. AZZARA
Attorneys for Defendant
CORE-MARK INTERNATIONAL, INC.

DATE: ~~April __, 2020~~
June 11, 2020

MARLIN & SALTZMAN, LLP

By: 
STANLEY D. SALTZMAN
Attorneys for Plaintiff
PHILLIP MORGAN, individually and on behalf
of all others similarly situated

DATE: April __, 2020

MARA LAW FIRM


By: _____
DAVID MARA
JAMIE SERB
TONY ROBERTS
Attorneys for Plaintiff
BRYON UNRUH, individually and on behalf of
all others similarly situated

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DATE: May ___, 2020

Plaintiff Phillip Morgan

DATE: May 6, 2020



Plaintiff Bryon Unruh

DATE: May ___, 2020

For Core-Mark International, Inc.
Name: _____
Its: _____

DATE: May ___, 2020

FISHER & PHILLIPS LLP

By: _____
LONNIE D. GIAMELA
PHILIP J. AZZARA
Attorneys for Defendant
CORE-MARK INTERNATIONAL, INC.

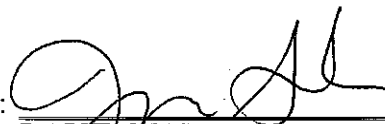
DATE: May ___, 2020

MARLIN & SALTZMAN, LLP

By: _____
STANLEY D. SALTZMAN
Attorneys for Plaintiff
PHILLIP MORGAN, individually and on behalf
of all others similarly situated

DATE: May 6, 2020

MARA LAW FIRM

By: 

DAVID MARA
JAMIE SERB
TONY ROBERTS
Attorneys for Plaintiff
BRYON UNRUH, individually and on behalf of
all others similarly situated