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YOLO SUPERIOR COURT

MAR 10 2026

BY *[Signature]*  
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **FOR THE COUNTY OF YOLO**

16 STEVEN SCOTT, VICTOR AUGUST,  
17 individually, and on behalf of other members  
18 of the general public similarly situated and on  
19 behalf of other aggrieved employees pursuant  
20 to the California Private Attorneys General  
21 Act;

22 Plaintiffs,

23 vs.

24 PERFORMANCE FOOD GROUP, INC., a  
25 Colorado corporation; CORE-MARK  
26 INTERNATIONAL, INC., a Delaware  
27 corporation; PERFORMANCE  
28 FOODSERVICE, an unknown business entity;  
CME TRANSCO, LLC, a Delaware  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No. CV2024-0729

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT,  
CONDITIONAL CERTIFICATION,  
APPROVAL OF CLASS NOTICE,  
SETTING OF FINAL APPROVAL  
HEARING DATE**

Date: March 10, 2026

Time: 9:00 a.m.

Judge: Hon. Timothy L. Fall  
Dept.: 11

1     **I.    RECITALS**

2           This action is currently pending before this Court as a putative class action and  
3 representative PAGA action (the "Action"). Plaintiffs Steven Scott and Victor August have  
4 applied to this Court for an order preliminarily approving the settlement of the Action in  
5 accordance with Joint Stipulation and Settlement Agreement (the "Agreement"), which together  
6 with the exhibit annexed thereto, sets forth the terms and conditions for a proposed settlement and  
7 entry of judgment upon the terms and conditions set forth therein. The Court has read and  
8 considered the Memorandum of Points and Authorities in support of Plaintiffs' Motion for  
9 Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification, Approval  
10 of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted therewith.  
11 For purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

12     **II.   FINDINGS**

13           After review and consideration of the Agreement and Plaintiffs' Preliminary Approval  
14 Motion and the papers in support thereof, the Court hereby finds and orders as follows:

15           1.     The Agreement falls within the range of reasonableness meriting possible final  
16 approval.

17           2.     The certification of the Class solely for purposes of settlement is appropriate in that:  
18 (a) the Class Members are ascertainable and so numerous that joinder of all Class Members is  
19 impracticable; (b) there are questions of law and fact common to the Class which predominate  
20 over any individual questions; (c) Plaintiffs' claims are typical of the claims of the Class; (d)  
21 Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of  
22 the Class; and (e) a class action, and class-wide resolution of the action via class settlement  
23 procedures is superior to other available methods for the fair and efficient adjudication of the  
24 controversy.

25           3.     The Agreement, and the obligations of the Parties as set forth therein, is fair,  
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in  
27 light of the factual, legal, practical, and procedural considerations raised by this case.

28           4.     Plaintiffs do not have any conflicts that would preclude them from serving as Class

1 Representatives, and the appointment comports with the requirements of due process.

2 5. Class Counsel does not have any conflicts that would preclude them from acting as  
3 Class Counsel, and they meet the requirements for appointment as Class Counsel and the  
4 requirements of due process.

5 6. The Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A** to  
6 the Agreement and to this Order complies with due process because the Class Notice is reasonably  
7 calculated to adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the  
8 proposed Agreement; and (c) their rights, including the right to either participate in the settlement,  
9 exclude themselves from the settlement, or object to the settlement. Plaintiffs’ proposed plan for  
10 notifying the Class Members and settlement administration is the best notice practicable under the  
11 circumstances.

12 **III. ORDER**

13 The Court having considered the papers submitted in support of the motion for preliminary  
14 approval, **HEREBY ORDERS THE FOLLOWING:**

15 1. The Court finds on a preliminary basis that the provisions of the Agreement are  
16 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

17 2. The following Class is conditionally certified for purposes of settlement only: All  
18 current and former California-based truck drivers, driver helpers, and related job classifications  
19 employed by Defendants Core-Mark International, Inc. and/or CME Transco, LLC, within the  
20 State of California, at any time from March 19, 2020, through June 22, 2025.

21 3. The Agreement provides for the following release as to Participating Class  
22 Members, which is hereby approved conditionally: All claims alleged by Plaintiffs, on behalf of  
23 themselves and/or any putative class of employees as set forth in the *Scott* Class Action and the  
24 *August* Class Action, based on the facts and causes of action alleged in the first amended  
25 consolidated complaint that will be filed in the *Scott* Class Action, and that could have been  
26 asserted based on said facts and causes of action, including any and all claims relating to the  
27 payment of minimum wages, overtime wages, rest periods, meal periods, wage statement and  
28 paystubs, penalties, meal and rest period penalties, waiting time penalties, unreimbursed business

1 expenses, unfair business practices related to the alleged Labor Code violations, interest, and  
2 attorney's fees during the Class Period.

3 4. This settlement also releases claims under the Private Attorneys General Act of  
4 2004 ("PAGA"). These claims are asserted on behalf of all Aggrieved Employees is defined as:  
5 All current and former California-based truck drivers, driver helpers, and related job classifications  
6 employed by Defendants Core-Mark International, Inc. and/or CME Transco, LLC, within the  
7 State of California, at any time from January 8, 2023, through June 22, 2025.

8 5. The Agreement provides for the following release as to the alleged PAGA claims,  
9 which is hereby approved conditionally: Any and all claims for PAGA penalties alleged by  
10 Plaintiffs, as set forth in the *Scott* PAGA Action and the *August* PAGA Action, and the  
11 corresponding LWDA notice letters (including but not limited to the January 8, 2024 letter on  
12 behalf of Plaintiff Steven Scott and alleged aggrieved employees, and the March 14, 2024 letter  
13 on behalf of Plaintiff Victor August and alleged aggrieved employees), based on the facts and  
14 causes of action alleged in the first amended consolidated complaint that will be filed in the *Scott*  
15 Class Action, and that could have been asserted by the Labor Commissioner against Defendants  
16 under the PAGA during the PAGA Period, Cal. Lab. Code § 2698, *et seq.* based on said facts and  
17 causes of action, including any and all claims for PAGA penalties relating to the payment of  
18 minimum wages, overtime wages, rest periods, meal periods, wage statement and paystubs,  
19 penalties, meal and rest period penalties, waiting time penalties, unreimbursed business expenses,  
20 interest, and attorney's fees during the PAGA Period.

21 6. The settlement appears to be fair, adequate and reasonable to the Class. The  
22 settlement falls within the range of reasonableness and appears to be presumptively valid, subject  
23 only to any objections that may be raised at the Final Approval Hearing and final approval by this  
24 Court.

25 7. Plaintiffs are conditionally approved as the Class Representatives for the Class.

26 8. The proposed Class Representative Enhancement Payments of \$10,000 each to  
27 Plaintiffs Steven Scott and Victor August for their services as class representatives is conditionally  
28 approved.

1 9. Mara Law Firm, PC and Lawyers *for* Justice, PC are conditionally approved as  
2 Class Counsel for the Class.

3 10. The proposed awards of up to \$525,000 in attorneys' fees and up to \$40,000 in  
4 actual costs payable to Class Counsel are conditionally approved.

5 11. A Final Approval Hearing on the question of whether the settlement, attorneys' fees  
6 and costs to Class Counsel, and Class Representative Enhancement Payment should be finally  
7 approved as fair, reasonable, and adequate as to Class Members is scheduled in Department 11 on  
8 the date and time set forth in the Implementation Schedule below.

9 12. The Court confirms ILYM Group, Inc. ("ILYM") as the Settlement Administrator.

10 13. The proposed payment of up to \$17,000 in costs to ILYM for its services as the  
11 Settlement Administrator is conditionally approved.

12 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of  
13 \$75,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%  
14 of which shall be distributable to PAGA Class Members).

15 15. The Court approves, as to form and content, the Class Notice in substantially the  
16 form attached as **Exhibit A** to the Agreement and this Order. The Court approves the procedure  
17 for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the  
18 notice.

19 16. The Court directs the mailing of the Class Notice by first class mail to Class  
20 Members in accordance with the Implementation Schedule below. The Court finds the dates  
21 selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule,  
22 meet the requirements of due process and provide the best notice practicable under the  
23 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

24 **IV. IMPLEMENTATION SCHEDULE**

25 The Court orders the following Implementation Schedule for further proceedings:

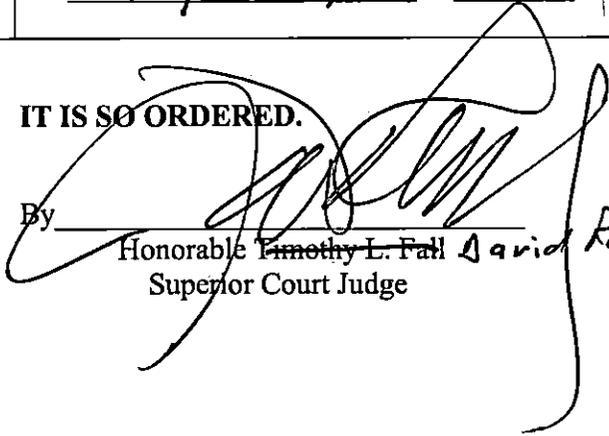
27 Deadline for Defendant to submit Class and 28 PAGA Data to Settlement Administrator	Ten (10) business days after entry of the Preliminary Approval Order
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Deadline for Settlement Administrator to Mail Class Notices to Class Members	Ten (10) business days from receipt of the Class and PAGA Data
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	60 days from the mailing of the Class Notices
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	<u>August 15, 2026 at 9:00am</u>

**IT IS SO ORDERED.**

Dated: 3-10-26

By   
Honorable Timothy L. Fall David Rosovsky  
Superior Court Judge

# **Exhibit A**

CALIFORNIA SUPERIOR COURT, COUNTY OF YOLO

Steven Scott and Victor August, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees, Plaintiffs, vs. Performance Food Group, Inc.; Core-Mark International, Inc.; Performance Foodservice; CME Transco, LLC, Defendants  
Case No. CV2024-0729

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected by whether you act or don't act.*

**TO: All current and former California-based truck drivers, driver helpers, and related job classifications employed by Defendants Core-Mark International, Inc. and/or CME Transco, LLC, within the State of California, at any time from March 19, 2020, through June 22, 2025.**

The Superior Court for the County of Yolo has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("the Lawsuit"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former California-based truck drivers, driver helpers, and related job classifications employed by Defendants Core-Mark International, Inc. and/or CME Transco, LLC, within the State of California, at any time from March 19, 2020, through June 22, 2025.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuit, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**WHAT INFORMATION IS IN THIS NOTICE**

1. Why Have I Received This Notice?..... Page 1  
2. What Is This Case About? ..... Page 2  
3. Am I A Class Member? Am I A PAGA Group Member?..... Page 3  
4. How Does This Class Action Settlement Work?..... Page 3  
5. Who Are the Attorneys Representing the Parties? .....Page 3  
6. What Are My Options?.....Page 4  
7. How Do I Opt Out or Exclude Myself From This Settlement? .....Page 4  
8. How Do I Object to the Settlement? .....Page 4  
9. How Does This Settlement Affect My Rights? .....Page 5  
10. How Much Can I Expect to Receive From This Settlement?.....Page 5  
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?.....Page 7

**1. Why Have I Received This Notice?**

Core-Mark International, Inc., Performance Food Group, Inc. and/or CME Transco, LLC's (hereinafter referred to as "Defendants") records indicate that you may be a Class Member. The settlement will resolve all Class

Members' Released Claims, as described in Section No. 9 below, from March 19, 2020, through June 22, 2025 (the "Class Period").

A Preliminary Approval Hearing was held on INSERT, in the California Superior Court, County of Yolo. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [final approval date] at [time], before Honorable Samuel T. McAdam in Department 14, located at 1000 Main Street, Woodland, CA 95695.

## **2. What Is This Case About?**

Plaintiff Steven Scott filed a class action complaint on March 19, 2024, in Yolo County Superior Court (Case No. CV2024-0729) (the "*Scott Class Action*"). The action alleges the following causes of action against Defendants: 1) Unpaid Overtime; 2) Unpaid Meal Period Premiums; 3) Unpaid Rest Period Premiums; 4) Unpaid Minimum Wages; 5) Final Wages Not Timely Paid; 6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; 8) Failure To Keep Requisite Payroll Records; 9) Unreimbursed Business Expenses; and 10) Violation of California Business & Professions Code.

Plaintiff Steven Scott submitted a Notice of Labor Code Violations to the LWDA on January 8, 2024. Thereafter, a PAGA representative action complaint against Defendants was filed by Plaintiff Scott (as an agent of the LWDA) in the Superior Court of California, County of Yolo on March 19, 2024 (Case No. CV2024-0730) (the "*Scott PAGA Action*"). The action sought civil penalties under the PAGA for the underlying wage and hour violations alleged in Plaintiff Scott's class action complaint.

Plaintiff Victor August filed a class action complaint on March 20, 2024, in Sacramento County Superior Court (Case No. 24CV005326) (the "*August Class Action*"). The action alleges the following causes of action against Defendants: 1) Failure to Pay All Straight Time Wages; 2) Failure to Provide Meal Periods; 3) Failure to Authorize and Permit Rest Periods; 4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 5) Failure to Pay all Wages Due at the Time of Termination of Employment; 6) Failure to Reimburse/Illegal Deductions; and 7) Violation of Unfair Competition Law.

Plaintiff Victor August submitted a Notice of Labor Code Violations to the LWDA on March 14, 2024. Thereafter, a PAGA representative action complaint against Defendants was filed by Plaintiff August (as an agent of the LWDA) in the Superior Court of California, County of Sacramento on May 21, 2024 (Case No. 24CV009997) (the "*August PAGA Action*"). The PAGA Action sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: 1) Failure to Pay All Straight, Regular Rate Wages for All Work Performed; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Periods; 4) Failure to Pay Wages Due at Termination and During Employment; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements; 6) Failure to Employees Two Times Per Month; and 7) Failure to Reimburse Business Expenses Incurred in Discharging Duties.

All four of these matters have been effectively consolidated through the filing of the First Amended Complaint in Case No. 2024-0729.

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. Defendants maintain that at all times their policies and practices were compliant with California law.

**3. *Am I A Class Member? Am I A PAGA Group Member?***

You are a Class Member if you worked for Defendants as a California-based truck driver, driver helper, or related job classification at any time from March 19, 2020, through June 22, 2025.

If you worked for Defendants in the State of California as a Class Member from January 8, 2023, through June 22, 2025, you are also a PAGA Group Member under the settlement.

**4. *How Does This Class Action Settlement Work?***

Plaintiffs brought these actions on behalf of themselves and all other similarly situated employees who were employed by Defendants as California-based truck drivers, driver helpers, or related job classifications at any time during the Class Period. Plaintiffs and these other current and former employees comprise a "Class." The settlement of this Lawsuit resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

The Court must review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee at the Yolo County Superior Court, located at 1000 Main Street, Woodland, CA 95695. You may also contact Plaintiffs' counsel, whose contact information is below, and they will provide you with a copy free of charge.

**5. *Who Are the Attorneys Representing the Parties?***

<b>Attorneys for Plaintiffs and the Class</b>	<b>Attorneys for Defendants</b>
<p><b>LAWYERS FOR JUSTICE, PC</b> Arby Aiwazian Yasmin Hosseini Ryan Slinger 450 North Brand Blvd., Suite 900 Glendale, California 91203 Telephone: (818) 265-1020 Facsimile: (818) 265-1021</p> <p><b>MARA LAW FIRM, PC</b> David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048</p>	<p><b>FISHER &amp; PHILLIPS LLP</b> Philip Azzara 2050 Main Street, Suite 1000 Irvine, California 92614 Telephone: (949) 851-2424 Facsimile: (949) 851-0152</p>

The Court has decided that Lawyers for Justice, PC and Mara Law Firm, PC are qualified to represent you and all other Class Members together.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

## **6. *What Are My Options?***

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

***Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.***

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

If you are a PAGA Group Member, you will receive a portion of the PAGA Payment and will be deemed to have released the PAGA Claims regardless of whether you opt-out of the settlement.

## **7. *How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Group Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

## **8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement

Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel, regardless of whether they submitted a written objection. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

**9. How Does This Settlement Affect My Rights? What are the Released Claims?**

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendants and the Released Parties<sup>1</sup> from the Released Class Claims. The Released Class Claims are:

Any and all claims alleged by Plaintiffs, on behalf of themselves and/or any putative class of employees as set forth in the *Scott* Class Action and the *August* Class Action, based on the facts and causes of action alleged in the first amended consolidated complaint that will be filed in the *Scott* Class Action, and that could have been asserted based on said facts and causes of action, including any and all claims relating to the payment of minimum wages, overtime wages, rest periods, meal periods, wage statement and paystubs, penalties, meal and rest period penalties, waiting time penalties, unreimbursed business expenses, unfair business practices related to the alleged Labor Code violations, interest, and attorney’s fees during the Class Period.

If you are a PAGA Group Member, you will be bound by the Final Judgment as to the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include:

Any and all claims for PAGA penalties alleged by Plaintiffs, as set forth in the *Scott* PAGA Action and the *August* PAGA Action, and the corresponding LWDA notice letters (including but not limited to the January 8, 2024 letter on behalf of Plaintiff Steven Scott and alleged aggrieved employees, and the March 14, 2024 letter on behalf of Plaintiff Victor August and alleged aggrieved employees), based on the facts and causes of action alleged in the first amended consolidated complaint that will be filed in the *Scott* Class Action, and that could have been asserted by the Labor Commissioner against Defendants under the PAGA during the PAGA Period, Cal. Lab. Code § 2698, *et seq.* based on said facts and causes of action, including any and all claims for PAGA penalties relating to the payment of minimum wages, overtime wages, rest periods, meal periods, wage statement and paystubs, penalties, meal and rest period penalties, waiting time penalties, unreimbursed business expenses, interest, and attorney’s fees during the PAGA Period.

**10. How Much Can I Expect to Receive From This Settlement?**

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no

<sup>1</sup> “Released Parties” means Defendants, and their respective officers, directors, shareholders, partners, members, customers, agents and employees, and all parents, subsidiaries and related or affiliated entities.

more than \$1,500,000 (“Gross Settlement Amount” or “GSA”).

**A. Deductions from the Settlement**

The “Net Settlement Amount” or “NSA” means the portion of the GSA, available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payments to the named Plaintiffs in an amount up to \$10,000 each, for prosecution of the Lawsuit, risks undertaken for the payment of attorneys’ fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$17,000; (3) a payment of \$75,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$525,000 (35% of the GSA) for attorneys’ fees and an amount not to exceed \$40,000 for litigation costs. All of these payments are subject to court approval.

**B. How Class Member Settlement Payments are Calculated**

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendants in California, based on the Class Data provided by Defendants, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, which is then multiplied by the Net Settlement Amount. Therefore, the value of each Class Member’s Individual Class Settlement Share ties directly to the amount of weeks that he or she worked.

**C. How PAGA Group Member Settlement Payments are Calculated**

If you are a PAGA Group Member under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$56,250 (75% of the \$75,000 total PAGA Payment). The remaining \$18,750 is the “Net PAGA Settlement Amount” or “NPSA” and will be proportionately distributed amongst all PAGA Group Members. Each PAGA Group Member will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendants in California, based on the Class Data provided by Defendants, divided by (ii) the total number of pay periods worked by all PAGA Group Members based on the same Class Data, which is then multiplied by the Net PAGA Settlement Amount. Therefore, the value of each Eligible PAGA Group Member’s Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked.

**D. Your Estimated Settlement Payment**

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [ ] , less taxes. This is based on the Class Data which shows you worked [ ] workweeks during the Class Period. The maximum number of workweeks any Class Member may have is [ ] .

If you are also a PAGA Group Member, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [ ] . This is based on the PAGA Data which shows you worked [ ] pay periods during the PAGA Period. The maximum number of pay periods any PAGA Group Member may have is [ ] .

**E. Tax Treatment of Your Settlement Payments**

Each Class Member’s Individual Class Settlement Share will be apportioned as follows: one-third wages, one-

third penalties, and one-third interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Class Member's Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are a PAGA Group Member, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Group Member an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or PAGA Group Member. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

**F. What Happens If You Don't Cash Your Check?**

It is strongly recommended that upon receipt of your check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to California State Controller – Unclaimed Property Division in the name of the Class Member.

**11. How Will the Attorneys for the Class and the Class Representative Be Paid?**

The attorneys for Plaintiffs and the Class will be paid from the GSA. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed 35% of the GSA (\$525,000) for attorney fees and \$40,000 for litigation costs. Defendants have paid all of their own attorneys' fees and costs.

Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$10,000 each, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [administrator website], a website maintained by the Settlement Administrator. Please refer to the CME Transco Class Action Settlement.

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 may obtain the underlying documents and papers on file with the Court for a nominal fee at the Yolo County Superior Court, located at 1000 Main Street, Woodland, CA 95695. You may also contact Plaintiffs' counsel and they will provide you with a copy free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**