

FILED
YOLO SUPERIOR COURT

AUG 24 2026

BY

DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO**

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

Plaintiffs,

vs.

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

Defendants.

Case No. CV2024-0729

Honorable ~~Timothy L. Fall~~ *E. Bradley Nelson*
Department ~~11~~ *13*

**~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: August 18, 2026
Time: 9:00 a.m.
Dept.: ~~11~~ *13*

Complaint Filed: March 19, 2024
FAC Filed: October 14, 2025
Trial Date: None Set

1 This matter has come before the Honorable Timothy L. Fall, in Department 11 of the
2 above-entitled Court, located at 1000 Main Street, Woodland, California 95695, on August 18,
3 2026 at 9:00 a.m., on Plaintiffs Steven Scott and Victor August's (together, "Plaintiffs") Motion
4 for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees Award, Cost Award
5 and Class Representative Enhancement Payments ("Motion for Final Approval").
6 Lawyers for Justice, PC, appeared on behalf of Plaintiff Steven Scott and the Class, Mara Law
7 Firm, PC appeared on behalf of Plaintiff Victor August and the Class, and Fisher & Phillips
8 LLP appears as counsel for Defendants CME Transco, LLC, and Core-Mark International, Inc.
9 (together, "Defendants").

10 On March 10, 2026, the Court entered the Order Granting Preliminary Approval of Class
11 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
12 the settlement of the above-entitled action (the "Action") in accordance with the Joint Stipulation
13 and Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which,
14 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
15 Actions.

16 Having reviewed the Settlement Agreement and duly considered the parties' papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. The Motion for Final Approval is granted in its entirety.
20 2. This Final Approval Order and Judgment incorporates by reference the
21 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
22 terms used, but not defined, herein shall have the same meanings as in the Settlement
23 Agreement and Preliminary Approval Order.

24 3. Unless otherwise specified, all citations and references to the Private Attorneys
25 General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") are to the version
26 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
27 not apply to the Action, or the Settlement pursuant to California Labor Code section 2699(v)(1),
28

1 as amended, because the notice to the Labor and Workforce Development Agency ("LWDA")
2 was filed prior to June 19, 2024.

3 4. This Court has jurisdiction over the Class Members as it pertains to the Action
4 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
5 Action as it pertains to the Action and the claims asserted in the Action.

6 5. The Court finds that the applicable requirements of California Code of Civil
7 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
8 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
9 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
10 The Class is hereby defined to include: all current and former California-based truck drivers,
11 driver helpers, and related job classifications employed by Defendants Core-Mark International,
12 Inc. and/or CME Transco, LLC, within the State of California, at any time from March 19,
13 2020, through June 22, 2025 ("Class" or "Class Members").

14 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
15 defined to consist of the following individuals: all current and former California-based truck
16 drivers, driver helpers, and related job classifications employed by Defendants Core-Mark
17 International, Inc. and/or CME Transco, LLC, within the State of California, at any time from
18 January 8, 2023, through June 22, 2025 ("PAGA Group Members").

19 7. The Court finds that the Notice of Class Action Settlement ("Class Notice") that
20 was provided to the Class Members, fully and accurately informed the Class Members of all
21 material elements of the Settlement, of their opportunity to participate in the Settlement, object
22 to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the
23 Class Notice was the best notice practicable under the circumstances; was valid, due, and
24 sufficient notice to all Class Members; and complied fully with the laws of the State of
25 California, the United States Constitution, due process and other applicable law. The Class
26 Notice fairly and adequately described the Settlement and provided the Class Members with
27 adequate instructions and a variety of means to obtain additional information.

1 8. Pursuant to California law, the Court hereby grants final approval to the
2 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
3 Class as a whole. More specifically, the Court finds that the Settlement was reached following
4 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC and
5 Mara Law Firm, PC (together, "Class Counsel"), and that the Settlement is the result of serious,
6 informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court
7 has considered all of the evidence presented, including evidence regarding the strength of
8 Plaintiffs' claims; the risk, expense, and complexity of pursuing the claims presented; the likely
9 duration of further litigation; the amount offered in the Settlement; the extent of investigation
10 and discovery completed; and the experience and views of Class Counsel. The Court finds that
11 the Settlement, including the monetary allocations and payments, appear within the range of
12 reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable
13 when balanced against the probable outcome of further litigation relating to certification,
14 liability, and damages issues. The Court has further considered the absence of any objections by
15 the Participating Class Members to the Class Settlement. Accordingly, the Court hereby directs
16 that the Settlement be affected in accordance with the Settlement Agreement and the following
17 terms and conditions.

18 9. A full opportunity has been afforded to the Class Members to participate in the
19 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
20 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
21 from the Class Settlement. Accordingly, the Court determines that Plaintiffs and all Class
22 Members who did not submit a timely and valid Request for Exclusion from the Class
23 Settlement ("Participating Class Members"), individually and on behalf of their respective
24 successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound
25 by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the
26 Effective Final Settlement Date and full funding of the Gross Settlement Amount, shall fully
27 and finally release and discharge the Released Parties, and each of them, from the Released
28 Class Claims.

1 10. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA,
2 including, and not limited to, providing the LWDA and Defendants with notice of the specific
3 provisions of the California Labor Code alleged to have been violated, including, and not
4 limited to, the facts and theories to support the alleged violations, in conformity with California
5 Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been
6 submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to
7 California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA
8 Settlement and the allocation of \$75,000.00 toward civil penalties under the California Private
9 Attorneys General Act of 2004 ("PAGA Payment"), and the Court finds that they are fair,
10 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
11 the PAGA Payment as follows: the amount of \$56,250.00 to the LWDA ("LWDA Payment"),
12 and the amount of \$18,750.00 to the PAGA Group Members ("Net PAGA Settlement
13 Amount"), in accordance with the terms and methodology set forth in the Agreement.

14 11. The Court determines that, Plaintiffs, the State of California (with respect to
15 PAGA Group Members), and all PAGA Group Members, individually and on behalf of their
16 respective successors, assigns, agents, attorneys, executors, heirs and personal representatives,
17 are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby,
18 as of the Effective Final Settlement Date and full funding of the Gross Settlement Amount, shall
19 fully and finally release and discharge the Released Parties, and each of them, from the
20 Released PAGA Claims.

21 12. The Court hereby directs that the Settlement be affected in accordance with the
22 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
23 herein.

24 13. The Court finds that payment of Administration Costs in the amount of
25 \$12,900.00 to ILYM Group, Inc. ("ILYM" or "Settlement Administrator"), is appropriate for
26 the services performed and costs incurred and to be incurred for the notice and settlement
27 administration process, and is hereby approved. It is hereby ordered that the Settlement
28

1 Administrator shall issue payment to itself in the amount of \$12,900.00, in accordance with the
2 terms and methodology set forth in the Settlement Agreement.

3 14. The Court finds that the Class Representative Enhancement Payments in the
4 amount of \$10,000.00 to each Plaintiff are fair and reasonable and hereby approved. It is hereby
5 ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to each
6 Plaintiff for their Class Representative Enhancement Payment, according to the terms set forth
7 in the Settlement Agreement.

8 15. The Court finds that attorneys' fees in the amount of \$525,000.00 to Class
9 Counsel falls within the range of reasonableness and that the results achieved justify the award
10 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
11 payment in the amount of \$525,000.00 to Class Counsel for attorneys' fees, in accordance with
12 the terms and methodology set forth in the Settlement Agreement.

13 16. The Court finds that reimbursement of litigation costs and expenses in the
14 amount of \$31,929.72 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
15 that the Settlement Administrator issue payment in the amount of \$31,929.72 to Class Counsel
16 for reimbursement of litigation costs and expenses, in accordance with the terms and
17 methodology set forth in the Settlement Agreement.

18 17. It is hereby ordered that within ten (10) business days after the Effective Final
19 Settlement Date, Defendants shall deposit the Gross Settlement Amount of \$1,500,000.00 and
20 the employer's share of payroll taxes and contributions with respect to the wages portion of
21 Individual Class Settlement Shares into an account established by the Settlement Administrator,
22 in accordance with the terms and methodology set forth in the Settlement Agreement.

23 18. It is hereby ordered that within ten (10) business days following the funding of
24 the Gross Settlement Amount, the Settlement Administrator will issue payments due under the
25 Settlement and approved by the Court as follows: (a) Individual Class Settlement Shares to
26 Participating Class Members, (b) Individual PAGA Settlement Shares to PAGA Group
27 Members, (c) LWDA Payment to the LWDA, (d) Class Representative Enhancement Payments
28 to Plaintiffs, (e) Attorneys' Fees Award and Cost Award to Class Counsel, and (f)

1 Administration Costs to the Settlement Administrator, in accordance with terms and
2 methodology set forth in the Settlement Agreement.

3 19. Each check issued to a Participating Class Member and/or PAGA Group
4 Member for his or her Individual Class Settlement Share and/or Individual PAGA Settlement
5 Share shall be valid for a period of one hundred eighty (180) calendar days from the date of
6 issuance of the check, and after this time period, the check(s) shall be canceled. The leftover
7 funds associated with checks issued to Participating Class Members and PAGA Group
8 Members, after the checks have been canceled, shall be transmitted to the California State
9 Controller—Unclaimed Property Division subject to the requirements of California Code of
10 Civil Procedure section 384(b). All Participating Class Members shall be bound by the terms
11 and conditions of the Class Settlement regardless of whether or not they cash or otherwise
12 negotiate their Individual Class Settlement Share checks. All PAGA Group Members shall be
13 bound by the terms and conditions of the PAGA Settlement regardless of whether or not they
14 cash or otherwise negotiate their Individual PAGA Settlement Share checks.

15 20. After entry of this Final Approval Order and Judgment, pursuant to California
16 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
17 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
18 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
19 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
20 with the distribution of settlement benefits.

21 21. Individualized notice of this Final Approval Order and Judgment is not required.
22 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
23 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
24 date of entry of this Final Approval Order and Judgment.

25 22. A Final Compliance Hearing is set for July 6, 2026 at
26 9:00 a.m./p.m. in Department 13 ~~11~~. Class Counsel shall submit the Settlement
27 Administrator's accounting report regarding the status of the funding and disbursement of the
28 Settlement at least five (5) court days prior to the Final Compliance Hearing.

1 IT IS SO ORDERED.

2
3 DATE:

8/18/26


The Honorable ~~Timothy L. Fall~~ E. Bradley Nelson
Judge of the Superior Court