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FILED
KERN COUNTY
JUN 10 2022

BY _____ **DEPUTY**

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF KERN**

15 DEMOND COLE, on behalf himself and
16 on of all others similarly situated,

17 Plaintiff,

18 vs.

19 CORE-MARK INTERNATIONAL, INC.,
20 a Texas Corporation, and DOES 1 through
21 100, inclusive,

22 Defendants.
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Case No.: BCV-20-101228-TSC

Assigned for All Purposes to Honorable Thomas S. Clark in Department 17



**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT AND
JUDGMENT**

Date: May 19, 2022

Time: 8:30 a.m.

Dept.: 17

ADDITIONAL COUNSEL

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Attorneys for Plaintiff and the Class

1 Plaintiff and Class Representative DEMOND COLE (“Plaintiff” or “Class
2 Representative”), and Defendant CORE-MARK INTERNATIONAL, INC. (“Defendant”)
3 (Plaintiff and Defendant are collectively referred to as “Parties”) have entered into the
4 Stipulation and Settlement of Class and Representative Action (“Settlement Agreement”) to
5 settle the above-captioned class action subject to the Court’s approval (the “Settlement”).

6 This matter is now before the Court on Plaintiff’s Motion for Final Approval of the Class
7 Action Settlement, including approval of an Enhancement Payment for the Class Representative
8 and Class Counsel’s Application for the attorney’s fees and costs. The Court has read, heard,
9 and considered all the pleadings and documents submitted, and the presentations made in
10 connection with the Motion which came on for hearing on May 19, 2022.

11 **I. BACKGROUND**

12 **A. Class Members**

13 The “Class” or “Class Members” are defined as “all persons employed by Defendant in
14 California as non-exempt merchandisers, merchandise associates, sales service representatives,
15 and smart stock specialists during the time period from June 1, 2018 through September 1,
16 2021.”

17 **B. Operation of the Settlement.**

18 Pursuant to the Order Granting Motion for Preliminary Approval of Class Action
19 Settlement (“Preliminary Approval Order”) dated January 5, 2022 this Court conditionally
20 certified the Class and granted preliminary approval to the Settlement. The Preliminary
21 Approval Order also approved of the proposed class notice. The Court entered the Preliminary
22 Approval Order after review and consideration of all of the pleadings filed in connection
23 herewith.

24 In compliance with the Preliminary Approval Order, the Class Notice was sent to all
25 Class Members via first class mail. The notice process was timely completed.

26 This Court finds that the Settlement appears to be the product of serious, informed, non-
27 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
28 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable and

1 adequate, that due and adequate notice was provided to Class Members, and that Plaintiff has
2 satisfied the standards for final approval of a class action settlement under California law. Under
3 the provisions of California *Code of Civil Procedure* section 382 as set forth in *Vasquez v.*
4 *Superior Court*, 4 Cal.3d 800, 821 (1971), the trial court has discretion to certify a class where:

5 [Q]uestions of law or fact common to the members of the class
6 predominate over any questions affecting only individual
7 members, and that a class action is superior to the available
8 methods for the fair and efficient adjudication of the controversy
... Fed. R. Civ. Proc. 23.

9 Certification of a settlement class is the appropriate judicial device under these circumstances.

10 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
11 FOLLOWS:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement Agreement filed in this case.

14 2. The Court has jurisdiction over the subject matter of the litigation, the Class
15 Representative, the Class, and Defendant.

16 3. The motion seeking final approval of the settlement is granted. Final Judgment
17 shall be entered pursuant to the Settlement Agreement.

18 4. Solely for purposes of effectuating the Settlement this Court has certified the
19 Class as "all persons employed by Defendant in California as non-exempt merchandisers,
20 merchandise associates, sales service representatives, and smart stock specialists during the time
21 period from June 1, 2018 through September 1, 2021". 376 Class Members were provided
22 notice of the Settlement. Zero (0) class members have opted out and zero (0) objections were
23 filed. The Court deems this definition sufficient for purposes of California Rules of Court
24 3.765(a) and 3.771.

25 5. The Settlement is not an admission by Defendant, nor is this Judgment a finding
26 of the validity or of any wrongdoing by Defendant. Neither this Judgment, nor the Settlement,
27 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
28 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part

1 of the Defendant.

2 6. The Court finds that the dissemination of the Class Notice constituted the best
3 notice practicable under the circumstances to all Persons within the definition of the Class, and
4 fully met the requirements of California law and due process under the United States
5 Constitution.

6 7. The Court approves the Settlement of the above-captioned action, as set forth in
7 the Settlement Agreement, and the releases and other terms set forth therein, as fair, just,
8 reasonable, and adequate. The Parties are directed to perform in accordance with the terms set
9 forth in the Settlement Agreement.

10 8. With respect to the Class and for purposes of approving the Settlement only and
11 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
12 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
13 questions of law or fact common to the Class, and there is a well-defined community of interest
14 among Class Members with respect to the subject matter of the claims in the litigation; (c) the
15 claims of Class Representative are typical of the claims of the members of the Class; (d) the
16 Class Representative has fairly and adequately protected the interests of the members of the
17 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
18 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are
19 qualified to serve as counsel for the Plaintiff in his individual and representative capacities and
20 for the Class.

21 9. Upon the Effective Date, the Class Representative shall have, by operation of this
22 Judgment, fully, finally and forever generally released, relinquished, and discharged Defendant
23 and the Released Parties as set forth in the Settlement Agreement.

24 10. Upon the Effective Date, the Settlement Class Members shall have, by operation
25 of this Judgment, fully, finally and forever released, relinquished, and discharged Defendant and
26 the Released Parties from all of the Released Claims as defined in the Settlement Agreement.
27 Upon the Effective Date, the Settlement Class Members, and any person acting on behalf of any
28 of them, shall be and are hereby permanently barred and enjoined from filing, commencing,

1 prosecuting, intervening in, participating in (as class members or otherwise), or receiving any
2 benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or
3 administrative, regulatory or other proceeding or order in any jurisdiction based on any the
4 Released Claims against any of the Released Parties; and from organizing any such Settlement
5 Class Members into a separate class for purposes of pursuing as a purported class action
6 (including by seeking to amend a pending complaint to include class allegations, or by seeking
7 class certification in a pending action) in any lawsuit or proceeding based on or relating to the
8 Released Claims against any of the Released Parties.

9 11. Except as otherwise provided in the Settlement Agreement and approved by this
10 Court, the Parties are to bear their own costs and attorneys' fees.

11 12. The Court approves the Individual Settlement Payment amounts to Settlement
12 Class Members, which shall be distributed pursuant to the terms of the Settlement Agreement.

13 13. To the extent it has not already done so, Defendant shall fund the Gross
14 Settlement Amount of \$375,000.00 by payment to a Qualified Settlement Fund, which includes
15 (a) all Individuals Settlement Payments; (b) the Class Counsel Award of fees in the amount of
16 \$131,250.00 and reimbursement of costs in the amount of \$10,428.23; (b) the Service Award to
17 the Class Representative in the amount \$10,000.00; (c) the sum of \$22,500.00 to be paid to the
18 LWDA for PAGA Penalties (which represents the LWDA's 75% share of the \$30,000.00 in
19 PAGA Penalties paid); and (d) \$7,250.00 to the Settlement Administrator, Phoenix Settlement
20 Administrators, for Administrative Costs. The Court finds that these amounts are fair and
21 reasonable. To the extent it has not already done so, Defendant is directed to pay the Gross
22 Settlement Amount in accordance with the terms of the Settlement Agreement, and the
23 Settlement Administrator is directed to distribute the funds in accordance with the Settlement
24 Agreement.

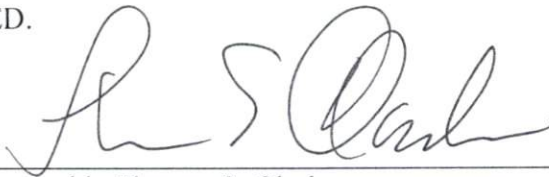
25 14. Accordingly, the Court hereby enters Final Judgment in this case in accordance
26 with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting
27 the finality of the Settlement or Judgment entered thereon, this Court shall have and retain
28 exclusive and continuing jurisdiction over the action and the Parties, including all Class

1 Members, solely for purposes of (i) the interpretation and enforcement of the terms of this Order
2 and the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters
3 as may be appropriate under court rules or as set forth in the Settlement Agreement.

4 15. Pursuant to Civil Code section 3.771, the Court orders that notice of the judgment
5 will be given to class members by publishing this Order and Judgment on the Settlement
6 Administrator's website for sixty (60) days.

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8 IT IS SO ORDERED AND ADJUDGED.

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10 DATED: 6-10-22

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12 _____
13 Honorable Thomas S. Clark
14 Judge of the Superior Court
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