

1 JAY SMITH (CA Bar No. 166105)
(Email: js@gslaw.org)
2 JOSHUA F. YOUNG (CA Bar No. 232995)
(Email: jyoung@gslaw.org)
3 **GILBERT & SACKMAN**
A LAW CORPORATION
4 3699 Wilshire Boulevard, Suite 1200
Los Angeles, California 90010
5 Telephone: (323) 938-3000
Fax: (323) 937-9139

6
7 RANDY RENICK (CA Bar No. 179652)
(Email: rrr@hadsellstormer.com)
8 CORNELIA DAI (CA Bar No. 207435)
(Email: cdai@hadsellstormer.com)
HADSELL STORMER RENICK & DAI LLP
9 128 North Fair Oaks Avenue, Suite 204
Pasadena, California 91103-3645
10 Telephone: (626) 585-9600
Fax: (626) 577-7079

11 Attorneys for Plaintiffs Michelle Kendig and Jim Kendig
12

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**
15 **WESTERN DIVISION**

16 MICHELLE KENDIG and JIM
17 KENDIG, individually and on behalf
of all similarly situated current and
former employees,

18 Plaintiffs,
19

20 v.

21 EXXONMOBIL OIL CORP.;
EXXONMOBIL PIPELINE
22 COMPANY; PBF ENERGY
LIMITED; TORRANCE REFINING
23 COMPANY, LLC; and DOES 1
through 10, inclusive,

24 Defendants.
25
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Case No.: 2:18-cv-9224 MWF (SSx)

Assigned to Hon. Michael W. Fitzgerald

**DECLARATION OF RANDY RENICK IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF SETTLEMENT
AGREEMENT; AND EXHIBITS**

1 **DECLARATION OF RANDY RENICK**

2 I, Randy Renick, hereby declare and say:

3 1. I am a partner at the law firm of Hadsell Stormer Renick & Dai LLP. I am
4 an attorney licensed to practice law in California and Arizona, and counsel of record for
5 Plaintiffs in this action.

6 2. I have reviewed the documents identified herein and am fully familiar with
7 the facts set forth therein. Based on my own personal knowledge and on my familiarity
8 with the documents, pleadings and files in this action, I can state that the following
9 information is true and accurate.

10 3. **Procedural and Factual Background:** On September 18, 2018, Plaintiffs
11 commenced the Action by filing their complaint against Defendants ExxonMobil Oil
12 Corp. and ExxonMobil Pipeline Company (the “Exxon Defendants”) and Defendants
13 PBF Energy Limited and Torrance Refining Company LLC (the “TORC Defendants”)
14 (collectively, “Defendants”) in the Superior Court of California, County of Los Angeles,
15 captioned as *Michelle Kendig, et al., v. ExxonMobil Oil Corp. et al.*, Case No.
16 BC722119 (“the Lawsuit”). The Lawsuit alleges the following causes of action on
17 behalf of employees at Defendants’ refinery, distribution, and pipeline facilities in or
18 around Torrance, California (the “Torrance Refinery”): (1) Failure to authorize and
19 permit duty free rest periods; (2) failure to furnish accurate wage statements; (3) the
20 California Private Attorneys General Act; and (4) unfair competition. Plaintiffs seek
21 unpaid wages, statutory penalties, restitution, attorneys’ fees and costs, interest, and
22 injunctive and declaratory relief for the time period from September 18, 2014 to the
23 present.

24 4. Plaintiffs alleged that Defendants violated California’s wage and hour laws
25 by not providing them with rest breaks, by failing to pay them premium wages for
26 missed rest breaks, and by failing to provide accurate wage statements. Plaintiffs’
27 PAGA and unfair competition claims are based on the same alleged violations.

1 5. On October 26, 2018, TORC Defendants removed the matter to the United
2 States District Court for the Central District of California, Case No. 2:18-cv-9224
3 MWF. On February 1, 2019, Defendants answered the Complaint, denying each and all
4 of the claims alleged by Plaintiffs in the Class Action. Specifically, Defendants
5 ExxonMobil Pipeline Company and PBF Energy Limited deny that they, or either of
6 them, have ever employed operators at the Torrance Refinery.

7 6. All Defendants deny that Operators at the Torrance Refinery were or are
8 required to carry radios or other communication devices during their rest breaks. In
9 addition, all Defendants deny that Plaintiffs, or any of them, are entitled to interest on
10 allegedly unpaid premium pay. Moreover, TORC Defendants take the position that
11 even if they, or either of them, were potentially liable on any claim Plaintiffs have
12 asserted, the Class Period ended September 20, 2018, when the California State
13 Legislature enacted Labor Code section 226.75 in response to *Augustus v. ABM Security*
14 *Services, Inc.*, 2 Cal. 5th 257 (2016), and supplied a limited exemption to the “relieved
15 of all duty” rest break mandate insofar as a refinery employer requires an employee in a
16 safety-sensitive position to carry an emergency communication device, to remain on
17 employer premises, to monitor communications, and/or to be available to respond to
18 emergencies. Plaintiffs’ position is that based on the plain language of AB 2605, the
19 exemption does not apply to “existing cases filed before the effective date” of the law,
20 as this one was. Cal. Lab. Code § 226.75(g). In addition, the TORC Defendants take the
21 position that notwithstanding the current conflict among California appellate courts,
22 missed rest periods and alleged failure to pay premium wages do not give rise to *penalty*
23 claims.

24 7. On August 23, 2019, the Parties, including the two Named Plaintiffs,
25 participated in mediation with T. Warren Jackson in Los Angeles, California. At the
26 mediation, the Parties reached a partial settlement, which was subsequently finalized
27 over six months later. A true and correct copy of the executed Joint Stipulation of Class
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1 Action Settlement and Release (the “Agreement”) is attached hereto as Exhibit 1.

2 8. Prior to Settlement, Plaintiffs conducted an extensive investigation of
3 Defendant’s wage and hour practices at the Torrance Refinery, particularly in regard to
4 the provision of rest breaks. Plaintiffs interviewed operators at each of the refineries,
5 and reviewed thousands of pages of relevant written materials, including employee
6 handbooks, training materials and emergency protocol materials. In addition, Defendant
7 provided, and Plaintiffs reviewed Defendants’ payroll and timecard data containing all
8 of the shifts worked by class members during the class period and the specific pay rate
9 which applied to each of those shifts. Based on this extensive investigation and review
10 of discovered materials, Plaintiffs were able to thoroughly evaluate liability and
11 determine damages. Plaintiffs’ due diligence provided a sufficient basis upon which to
12 obtain an outstanding settlement within nine months of the filing of the Complaint. For
13 instance, as part of the investigation, we discovered several documents that evidenced a
14 policy requiring employees to work throughout their shifts.

15 9. Since September 18, 2014, Defendants have operated an oil refinery in
16 Torrance, California.

17 10. The refinery operates continuously, 24 hours a day, seven days a week.
18 The oil refining process is a dangerous operation that involves hazardous substances and
19 has the potential for catastrophic consequences.

20 11. There are 10 processing units at the Torrance Refinery, including the Tank
21 Farm, Oil Movements, Sulfur Recovery (SRU), Hydrotreater (HDT), Hydroprocessing
22 (HDC/PTR), Alkylation (ALKY), Utilities (UTL), Coker, Crude and Fluid Catalytic
23 Converter (FCC). Each unit has one Console Operator and one Head Operator except
24 for the Coker unit, which has two Head Operators. Console Operators work together in
25 one room, a location that is separate from their units. They are responsible for
26 monitoring tank, tower, and oil levels, temperatures for equipment and refining
27 processes, flow levels, lubrication, and pressure readings for different processes and
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1 equipment, and making adjustments to processes and equipment, as needed, from
2 computer board terminals. In addition to the basic responsibilities of an Operator, a
3 Head Operator has additional operational and administrative duties, including
4 maintenance backlog, monitoring reliability, conducting regular safety meetings,
5 conducting emergency drills, and monitoring training of individual Operators in his or
6 her unit.

7 12. Field Operators generally take direction from Console Operators and make
8 adjustments to the production process from the field. Thus, Console Operators and
9 Field Operators must coordinate their activities to ensure that the refining process
10 operates safely and efficiently. Field Operators are also responsible for monitoring
11 equipment with readings that do not have a signal to the console. In addition, they must
12 be available to contractors working in their units and provide them with work direction
13 as well as other assistance.

14 13. In order to constantly monitor the refining process, make adjustments to
15 equipment, respond to alarms, be ready to respond immediately in the event of fire,
16 medical emergency, environmental contamination, and unit upset, and generally
17 maintain the safe and stable operation of their units, Plaintiffs and the other Operators
18 were required to remain attentive, carry radios, and be reachable at all times during their
19 shifts. Indeed, signs are posted in the processing areas stating: “refinery radios
20 required.” “Unit radios” are also specifically identified as necessary equipment in the
21 guidelines for operating procedures in the different units.

22 14. Plaintiffs and the other Operators were also required to remain in
23 communication with supervisors and other employees working in their units throughout
24 their shifts. This responsibility was of such importance to the role of Operator that it is
25 specifically identified in materials for operator trainees as one of 10 basic
26 responsibilities of an Operator.

27 15. Plaintiffs Michelle and Jim Kendig, the two Class Representatives, are both
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1 currently employed by Defendant Torrance Refining Company, LLC as Operators at the
2 Torrance Refinery. Both have worked for Defendants throughout the class period.

3 16. **Settlement Class**: The settlement class stipulated to by the parties consists
4 of the following:

5 [a]ll current and former non-exempt hourly employees holding an Operator
6 position while employed by ExxonMobil Oil Corporation, ExxonMobil Pipeline
7 Company, PBF Energy Limited, and/or Torrance Refining Company LLC, or any
8 of their affiliates, working at the Torrance refinery, distribution and pipeline
9 facilities in the state of California, County of Los Angeles, at any time during the
10 time period beginning September 18, 2014 and ending on May 11, 2020.

11 17. **Settlement Terms** – The total settlement amount is Four Million, Three
12 Hundred and Ninety-One Thousand, Five Hundred and Eighty-Five Dollars
13 (\$4,391,585.00). Specifically, the Exxon Defendants agreed to pay \$1,491,372 and the
14 TORC Defendants agreed to pay \$2,900,213, totaling \$ 4,391,585 (“Settlement Fund”).
15 Defendant is also obligated to pay its share of payroll taxes, including FICA and FUDA.
16 The non-reversionary Settlement provides for cash payment to Class Members
17 according to the number of “Qualifying Shifts” worked by each class member during
18 the class period; additional service awards not to exceed \$7,500 for each of the two
19 named Plaintiffs; \$50,000 to penalties under the Private Attorneys General Act
20 (“PAGA”), with 75% of the PAGA penalties (\$37,500) being paid to the California
21 Labor and Workforce Development Agency (“LWDA”) and 25% of the PAGA
22 penalties (\$12,500) being paid to Settlement Class Members who do not opt out; an
23 estimated \$30,000 (though actual is \$17,836.10) to CAC Services for claims
24 administration; and reasonable attorneys’ fees and costs.

25 18. **Payments to Class Members** - The primary mechanism for Settlement
26 involves cash payment to members of the settlement class according to the number of
27 12-hour shifts worked by each class member during the class period. The net settlement
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1 will be fairly distributed amongst the class on a pro rata basis and does not offer
2 preferential treatment to the class representatives or other members of the class. A
3 Credit will be given to each Qualifying Shift (continuous, rotating 12-hour shift) worked
4 by a member of the Settlement Class for the time period of September 18, 2014 to the
5 date of Preliminary Approval, May 11, 2020, inclusive. Any Settlement Class Member
6 who has at least one Qualifying Shifts shall be rounded up to receive at least twenty-five
7 (25) Credits. The value of each Credit (“Credit Value”) will equal the Net Settlement
8 Proceeds divided by the total number of Credits for all Class Members. Each
9 Settlement Class Member’s “Individual Settlement Award” shall equal that individual’s
10 total number of Credits multiplied by the Credit Value. All Class Members have at least
11 one Qualifying Shift and no Class Members have opted out; thus, all Class Members
12 will receive a payment.

13 19. **Service Award** - The Settlement Agreement provides for additional
14 compensation in an amount not to exceed \$7,500 for each of the three Named Plaintiffs
15 in recognition of the risks and burdens they undertook in the litigation, mediation and
16 settlement of this case. The Service Award is in addition to whatever portion of the
17 settlement proceeds each such individual is otherwise entitled to receive. The
18 enhancements are intended to compensate these individuals fairly in relationship to the
19 rest of the class in light of the additional burdens and risks they have undertaken by
20 assisting in the prosecution of the lawsuit, including their participation in mediation
21 sessions with T. Warren Jackson in Los Angeles, and their active assistance with the
22 litigation. The named Plaintiffs have also agreed to a general release of all claims they
23 might have against Defendant.

24 20. **Payment of PAGA Claims** - \$50,000 of the Settlement Fund has been
25 allocated to PAGA penalties with seventy-five percent (75%) of the PAGA penalties
26 (\$37,500), being paid to the California Labor and Workforce Development Agency
27 (“LWDA”) and twenty-five percent (25%) of the PAGA penalties (\$12,500), being paid
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1 to Settlement Class Members who do not opt out. Notice of the Settlement Agreement
2 has been provided to the LWDA. The Joint Stipulation of Class Action Settlement and
3 Release was served on the LWDA on March 16, 2020. The Certificate of Service is
4 attached hereto as Exhibit 2.

5 21. **Attorney's Fees and Costs** - Plaintiffs' concurrently filed Motion for
6 Attorney's Fees and Reimbursement of Costs and supporting documents were posted on
7 the case website on June 25, 2020. As set forth therein, Plaintiffs seek attorney's fees in
8 the amount of \$ 1,097,896.00 (25% of the fund) and costs in the amount of \$7,607.77
9 (HSR&D: \$3,861.80; and Gilbert & Sackman: \$3,745.97). The Settlement Agreement
10 does not include a "clear sailing" provision. Defendants have only agreed not to oppose
11 a request for reasonable attorneys' fees.

12 22. At the time of the June 25, 2020 posting of the Motion for Attorneys' Fees
13 and Reimbursement of Costs, Plaintiff's Counsel recorded the following:

14 • **Hadsell Stormer Renick & Dai:**

<u>Timekeeper</u>	<u>Hours</u>	<u>Current Hourly Rate</u>	<u>Lodestar</u>
Randy Renick (Partner)	183.7	\$875	160,737.50
Cornelia Dai (Partner)	97.5	\$775	75,562.50
Elizabeth Song (Associate)	43.2	\$450	19,440.00
Maria Stroud (Paralegal)	20.4	\$300	6,120.00
<i>Totals</i>	<i>344.8</i>		<i>261,860.00</i>

20 • **Gilbert & Sackman:**

<u>Timekeeper</u>	<u>Hours</u>	<u>Current Hourly Rate</u>	<u>Lodestar</u>
Joshua Young (Shareholder/2004)	150.8	\$750	113,100
Mitzi Marquez-Avila (Associate/2019)	9.9	\$325	3,217.50
<i>Totals</i>	<i>160.7</i>		<i>116,317.50</i>

26 23. While Plaintiffs' fee request and the amount sought in costs remain the
27 same, Plaintiffs' Counsel will file supplemental declarations detailing additional
28 lodestar incurred since June 25, 2020 in connection with class member meetings,

1 administration, and the final approval hearing.

2 24. **Administration of Claims** - In connection with the Order Granting
3 Preliminary Approval, the Court appointed CAC Services Group, LLC (“CAC” or
4 “Claims Administrator”), located in Eden Prairie, Minnesota, as the claims
5 administrator.

6 25. **Notice to the Class** – All 338 Settlement Class Members were mailed a
7 proper Notice by the Claims Administrator. On May 26, 2020, the Claims Administrator
8 sent by first class mail the Notice of Class Action Settlement (“the Notice of
9 Settlement”) to 335 class members. *See* Johnson Decl. ¶¶ 6.a.-6.d. On July 9, 2020,
10 Defendants provided the Claims Administrator information for three additional
11 Settlement Class Members, and the Claims Administrator promptly sent out the Notice
12 to the three that same day. *Id.* at ¶¶ 6.g.-6.h.

13 26. The Notice of Settlement informed Settlement Class Members of the terms
14 of the Settlement Agreement, their right to dispute the estimated settlement payment
15 amount, their right to opt out of the class, their right to object to the Settlement, and
16 their right to be heard at the final approval hearing of the Settlement. Ex. 1 to Johnson
17 Decl. The Notice of Settlement provided the address for a website maintained with
18 links to the Notice of Settlement, motions for approval and for attorneys’ fees, and any
19 other important documents in the case. *Id.* at 6-7. Each member of the Class was
20 provided an individualized Notice form that included the number of Qualifying Shifts
21 worked during the Class Period and the Class Member’s expected share of the
22 Settlement. Johnson Decl. ¶ 6.c., and Ex. 1 at 1 thereto. The Notice of Settlement
23 advised each Class Member that they have three (3) options under the Settlement: (1) do
24 nothing and receive payment; (2) dispute their number of Qualifying Shifts; and (3)
25 request exclusion in order to be excluded from the Settlement. *Id.* at 5-6. It also advises
26 that the Class Member may object to the proposed settlement by filing a written
27 objection and appearing at the final fairness hearing. *Id.* at 6.

1 27. **Disputed Claims:** The Claims Administrator received two timely disputes
2 by two Class Members, Paul Simon and Jeff Banks, regarding the number of Qualifying
3 Shifts they were awarded. Both disputes were supported by data provided by
4 Defendants showing that the number of shifts initially provided to the Claims
5 Administrator understated the number of Qualifying Shifts actually worked by the two.
6 Pursuant to the procedure set forth in the Settlement Agreement at ¶ 80, the Claims
7 Administrator found the two disputes to be well-founded and updated the information
8 for the Class Members, which the two Class Members were provided. *See* Johnson
9 Decl. ¶ 15.

10 28. **The Agreement Was Reached After Extensive Arms-Length**
11 **Negotiations** –Settlement negotiations in this case were conducted over several months
12 and, at all times, were adversarial, non-collusive, in good faith, and at arms’ length.
13 Both during and after the mediations, the Parties continued to exchange written
14 proposals and discuss settlement terms through their counsel. Class Counsel sought and
15 obtained input from the Named Plaintiffs in this case regarding the terms of a proposed
16 settlement

17 29. The settlement provides for the payment of \$4,391,585. Based on my
18 assessment of damages, including review of timecard and payroll data encompassing all
19 shifts during the class period, the settlement represents 56% of the damages incurred
20 during the class period. This settlement falls within the range of reasonable approval.

21 30. **Experience of Counsel** - Class Counsel, who have many years of
22 experience in class action and wage and hour law, recommend the proposed settlement
23 and believe that it is in the best interests of the Settlement Class. The qualifications of
24 Gilbert & Sackman, A Law Corporation are set forth separately in the Declaration of
25 Joshua Young.

26 31. My firm, Hadsell Stormer Renick & Dai LLP has substantial litigation
27 experience in wage and hour class actions, and are fully familiar with the legal and
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1 factual issues in this case, having handled dozens of wage and hour class actions as well
2 as other types of class action and complex litigation. I specialize in complex cases and
3 class action litigation, including wage and hour, antitrust, employment, civil rights and
4 public interest litigation. I am a graduate of Southwestern School of Law and have been
5 specializing in complex litigation since 1995, first with Hadsell & Stormer, Inc., and
6 from January 1, 2000 until December 31, 2007 with the Law Offices of Randy Renick.
7 Since January 1, 2008, I have been a partner with Hadsell Stormer Keeny Richardson &
8 Renick, LLP, and its successors Hadsell Stormer Richardson & Renick, LLP and
9 Hadsell Stormer & Renick, LLP. I was selected as a “Rising Star” by the Los Angeles
10 Magazine and Law & Politics Magazine for 2004 and have also been selected as a
11 “Super Lawyer” by Los Angeles Magazine and Law & Politics Magazine for the last
12 eight years. I have been one of only a few plaintiff-side employment lawyers selected
13 for inclusion on the “Best Lawyers in America” list each year since 2007. My C.V. is
14 attached hereto as Exhibit 3.

15 32. I am regularly asked to give lectures regarding public interest and class
16 action litigation to lawyers, law students and public interest organizations, including by
17 the following organizations: The University of California at Los Angeles School of
18 Law; the State Bar of California Labor and Employment Section; the Los Angeles
19 County Bar Labor and Employment Section; The Coalition Against Slavery and
20 Trafficking; and the Western Trial Lawyers Association.

21 33. Cornelia Dai is a partner with Hadsell Stormer Renick & Dai LLP, and was
22 formerly an associate with Hadsell & Stormer, Inc. Ms. Dai’s practice specializes in
23 wage and hour class actions, individual employment cases, and other civil rights and
24 international human rights cases. She has litigated numerous wage and hour class
25 actions in the last 15 years, including *Wang v. Chinese Daily News*, a class action in
26 federal court involving violations of overtime and meal and rest break laws that
27 ultimately settled after more than 10 years of litigation. Ms. Dai was also one of the
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1 plaintiffs' counsel in *South Central Farmers Feeding Families v. City of Los Angeles*, a
2 case brought on behalf of over 300 low-income families in a struggle to preserve land
3 for a much-needed urban community garden in South Los Angeles. In addition, she was
4 one of the Doe plaintiffs' counsel in the state litigation of the international human rights
5 case *Doe v. Unocal*.

6 34. Ms. Dai has been named to the Southern California Super Lawyers® list as
7 a Rising Star or Super Lawyer each year since 2005 and has been listed in The Best
8 Lawyers in America every year since 2012. In 2017 and 2019, she was named a Lawyer
9 of the Year in Southern California by Best Lawyers for Litigation - Labor and
10 Employment (Pasadena). In 2018, she was named a Lawyer of the Year in Southern
11 California by Best Lawyers for Employment Law – Individuals (Pasadena). In 2011,
12 she was selected as one of the Top 75 Labor & Employment Lawyers in California by
13 the Daily Journal. Ms. Dai was also featured in the July 2007 issue of Southern
14 California Super Lawyers® - Rising Stars in an article entitled “For Abusive
15 Employers, The Dai Has Been Cast.” Ms. Dai serves on the Board of the California
16 Employment Lawyers Association, the Executive Committee of the Los Angeles
17 County Bar Association’s Labor and Employment Law section, and the Board of the
18 Impact Fund. In 2018, she published an article in the California Labor & Employment
19 Law Review on independent contractor misclassification, “Dynamex Operations West.,
20 Inc. v. Superior Court: Employee’s Perspective” (September 2008). Ms. Dai is
21 frequently asked to speak on employment and wage and hour topics by legal
22 organizations and law schools. Ms. Dai is a 1995 graduate of U.C. Berkeley, and she
23 earned her Juris Doctorate from U.S.C. Law School in 1999.

24 35. Elizabeth Song is an associate with Hadsell Stormer Renick & Dai LLP.
25 Previously, Ms. Song served as a public interest fellow at Public Counsel’s Opportunity
26 Under Law project. Ms. Song is a 2014 graduate of the Yale Law School, and a former
27 law clerk to the Honorable Dean D. Pregerson of the U.S. District Court for the Central
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1 District of California and the Honorable Milan D. Smith of the U.S. Court of Appeals
2 for the Ninth Circuit.

3 36. In my experience, it is not uncommon for class actions to be litigated for
4 many years due to the inherent complexities of litigating on behalf of a class. Typically,
5 class action wage and hours cases such as this matter, take three to five years to resolve.
6 For example, the class action matter entitled *USW v. ConocoPhillips Company*, CV 08-
7 2068 PSG, United States District Court for the Central District of California, involved a
8 similar class of refinery workers against a similar defendant in the refinery business.
9 That case was filed in 2008 and did not resolve until after five years of heavy litigation
10 involving adjudication of class certification and summary adjudication issues and an
11 appeal.

12 37. Many cases take even longer to resolve. For example, in 2004, Plaintiffs
13 filed suit on behalf of a class of hourly newspaper employees alleging claims of unpaid
14 overtime and other wage and hour violations in *Wang v. Chinese Daily News*, Case No.
15 CV-04-1498 CBM, United States District Court for the Central District of California. I
16 joined the case as lead trial counsel on behalf of the Plaintiff class in 2006. After a jury
17 trial, a bench trial and multiple appeals, Plaintiffs obtained a favorable judgment for
18 more than \$5,200,000 in 2015—over a decade after the case was filed. In 2007, I
19 represented plaintiffs in a suit filed on behalf of a class of hourly workers against one of
20 several hotels for violation of a city service charge ordinance in *Lozano v. Hilton Los*
21 *Angeles Airport, et al.*, BC 377063, Superior Court of California for the County of Los
22 Angeles. It was heavily litigated with my firm successfully defending the underlying
23 Ordinance on Appeal in the published decision of *Garcia v. Four Points Sheraton LAX*,
24 188 Cal. App. 4th 364 (2010). It ultimately settled on the eve of trial in 2013—six years
25 after the lawsuit was filed.

26 38. In addition to my firm’s extensive experience litigating wage and hour
27 matters, we have substantial practice representing refinery operators. In addition to
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1 having represented refinery operators in the matter of *USW v. ConocoPhillips Company*,
2 CV 08-2068 PSG, my firm also represented refinery operators in *Buzas v. Phillips 66*
3 *Company*, Case No. 4:17-cv-00163 and *Berlanga v. Equilon Enterprises*, Case No. 17-
4 cv-00282. The settlement in the *Buzas* matter was given final approval by Judge
5 Yvonne Gonzalez Rogers on March 8, 2018, and the settlement in *Berlanga* was given
6 final approval by Judge Maxine Chesney on January 18, 2019. My firm is currently
7 representing operators in two additional matters: *Valliere v. Tesoro Refining and*
8 *Marketing Company LLC*, Case No. 3:17-cv-00123-JST; *Clack v. Chevron Corporation*,
9 Case No. BC 649514.

10 39. **State and Federal Agencies**: Plaintiffs provided a copy of the settlement
11 to the California Labor and Workforce Development Agency (“LWDA”) in accordance
12 with Labor Code § 2699(1)(2) on March 16, 2020. A true and correct copy of the
13 Certificate of Service is attached hereto as Exhibit 2. As of the filing of this motion, the
14 LWDA has not filed an objection or raised a concern regarding the settlement.

15 40. Defendants provided notice of the settlement pursuant to the Class Action
16 Fairness Act (“CAFA”), 28 U.S.C. § 1715, to the California CAFA Coordinator at the
17 Office of the Attorney General, Consumer Law Section, the U.S. Attorney General,
18 Attorneys General and specified offices on April 3 and 6, 2020. Dkts. 35, 36. No
19 objection has been filed or concern raised by any of the Attorneys General regarding the
20 settlement.

21 41. **Class Certification** – The Court conditionally certified the following class
22 for settlement purposes: All current and former non-exempt hourly employees holding
23 an Operator position while employed by ExxonMobil Oil Corporation, ExxonMobil
24 Pipeline Company, PBF Energy Limited, and/or Torrance Refining Company LLC, or
25 any of their affiliates, working at the Torrance refinery, distribution and pipeline
26 facilities in the state of California, County of Los Angeles, at any time during the time
27 period beginning September 18, 2014 and ending on the date of Preliminary Approval,
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1 May 11, 2020. *See* Dkt. 43 at 19.

2 42. Plaintiffs are proper representatives of the proposed class because they will
3 fairly and adequately represent and protect the interests of all putative class members.
4 Neither the Named Plaintiffs nor their counsel have any apparent conflicts of interest
5 with the absent members of the Settlement Class and the Named Plaintiffs' claims arise
6 out of the same set of facts as those of the Settlement Class. The Named Plaintiffs have
7 been committed to the vigorous prosecution of this case and have reached a resolution
8 they believe is in the best interests of the Settlement Class.

9 43. My firm Hadsell Stormer Renick & Dai, LLP and Gilbert & Sackman, A
10 Law Corporation, are highly experienced class counsel, having handled dozens of
11 similar wage and hour class actions, as well as other types of class and complex
12 litigation. My firm's qualifications are discussed in detail below and the qualifications
13 of Gilbert & Sackman, A Law Corporation are set forth separately in the Declaration of
14 Joshua Young.

15 44. **Cy Pres:** Pursuant to the Settlement Agreement, uncashed settlement
16 check(s) will be awarded *cy pres* to Loyola Law School Workers' Rights Clinic. Loyola
17 Law School Workers' Rights Clinic are a proper *cy pres* awardee because the nexus
18 between the Clinic and the California Labor laws at issue in this case is sufficiently
19 direct as the clinic provides training on workers' rights and advocacy. While one of the
20 counsel for Plaintiffs, Cornelia Dai, is an adjunct clinical professor at Loyola Law
21 School and teaches the Employment Rights Clinic in the spring semester, the operation
22 and funding of the worker's rights clinic is separate from the operation and funding of
23 her clinic.

24 I declare under penalty of perjury pursuant to the laws of the United States and
25 the State of California that the foregoing is true and correct and that this declaration was
26 executed on August 3, 2020, at Los Angeles, California.

27 /s/ Randy Renick
28 Randy Renick