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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SANDY MURILLO, an individual, on behalf)
of herself and on behalf of all persons)
similarly situated,)

Plaintiff,

vs.

7 ELEVEN, INC., a Corporation; and DOES)
1 through 10, inclusive,)

Defendants.

Case No. 37-2020-00043637-CU-OE-CTL
(Consolidated with Case No.
37-2021-00002324-CU-OE-CTL)

**DECLARATION OF SANDY
MURILLO IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: May 12, 2023
Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated
October 5, 2022 at paragraph 13]*

SANDY MURILLO, on behalf of the State of)
California, as a private attorney general,)

Plaintiff,

vs.

7 ELEVEN, INC., a Corporation; and DOES)
1 through 10, inclusive,)

Defendants.

Dept.: C-65
Judge: Hon. Ronald Frazier

Action Filed: November 30, 2020
Trial Date: Not Set

1 I, Sandy Murillo, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Final Approval of
4 Class Settlement and in support of my application for a Class Representative Service Payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked as a cashier for Defendant 7 Eleven, Inc. ("7-Eleven") in California from March
9 of 2020 to July of 2020 and I was classified by 7-Eleven as a non-exempt employee during that
10 time period.

11 4. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, who are
12 experienced in both class action & PAGA representative action litigation and claims against
13 employers for violations of the California Labor Code. I have no personal relationship or family
14 ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential
15 conflicts of interest with another member of the class in this case nor am I aware of having any
16 actual or potential conflicts of interest with ILYM, the settlement administrator. I am not aware
17 of any other pending matter or action asserting claims that will be extinguished or adversely
18 affected by this settlement.
19

20 5. I decided to file this class action lawsuit for the benefit of myself and other current
21 and former non-exempt employees who worked for 7-Eleven and be a class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 due to 7-Eleven typically scheduling only two employees per shift, numerous times throughout
24 my employment with 7-Eleven I was required to clock out and continue to work the cash register
25 during what should have been my off-duty meal period. As such, I was not paid minimum or
26

1 overtime wages for this work done off the clock during my meal periods. I also did not receive
2 the meal break premium payments I was entitled to for having my meal breaks interrupted by
3 work-related issues. Also, I was required to stay in the store during my rest breaks. I should
4 have been allowed to leave the store if I chose to do so in order to enjoy a duty-free rest period. I
5 also did not receive the rest break premium payments I was entitled to for these rest break
6 violations. I also had to use my personal cell phone for work related issues such as scheduling
7 but 7-Eleven did not reimburse me for the cost associated with using my personal cell phone for
8 work-related issues. In addition, my wage statements were inaccurate because, for example, they
9 did not accurately identify the total hours I worked in each pay period.

11 6. This class action case was filed on November 30, 2020. Before the complaint was filed I
12 spoke to my attorneys several times and discussed how 7-Eleven implemented its company
13 policies and procedures. I also assisted my attorneys in their investigation into my claims by
14 providing them documents and answering their questions. I reviewed the complaint before it
15 was filed and after it was filed I was given access to an electronic file sharing program that
16 alerted me via email when important documents were filed so that I could review them and keep
17 up with the developments in the case which I understood was one of my duties as a class
18 representative. I would also contact my attorneys from time to time if I had any questions about
19 the case. I also assisted my attorneys in their response to written discovery requests from 7-
20 Eleven, including interrogatories, requests for admissions and requests for production of
21 documents.
22 documents.

24 7. Even though this action is in the process of settling, I was and remain prepared to
25 perform all the duties of a class representative. I understand that as a class representative I have
26 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-
27

1 exempt employees who worked for 7-Eleven during the class period. I have understood that as a
2 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and
3 surrender any right to compromise the group action for an individual gain.

4
5 8. I understood that being a plaintiff/class representative in this case meant that I
6 was seeking damages not only for myself but also other current and/or former non-exempt
7 employees working for 7-Eleven in California. I felt that this group of employees were not
8 aware of their labor law rights and even if they were they would probably be apprehensive about
9 speaking up or even simply because of the time, effort and risk involved in filing a class action
10 lawsuit.

11
12 9. I understood that being a part of this lawsuit involved risks. For example, my
13 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
14 pay for all or part of the attorney fees and costs paid by 7-Eleven to defend this lawsuit. Also, I
15 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold
16 it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it
17 would not be difficult for a future employer to become aware I sued a former employer for labor
18 law violations. Ultimately I decided these risks were worth it and decided to fight for my rights
19 and the rights of others regardless of the risks, time and effort I spent on this case.

20
21 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
22 kept up to date on important developments by reviewing court filings that were made available to
23 me electronically as I described above.

24
25 11. A mediation took place on January 27, 2022 with Michael Dickstein, an
26 experienced mediator of wage and hour class actions. Following the all-day mediation session,
27 the parties agreed to settle the action based on a mediator's proposal. I communicated with my

1 attorneys regarding the terms of the settlement which was reached between the parties and
2 understood that I was representing absent class members and therefore wanted the best possible
3 result to be obtained for the class and I believe a very positive result was in fact achieved via
4 settlement. I reviewed and signed the Memorandum of Understanding on January 28, 2022 and
5 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
6 I signed on April 29, 2022.

8 12. I have been actively involved with this class action lawsuit performing the duties
9 described above. Although I did not keep time records, I was in regular contact with my
10 attorneys, reviewed court filings, assisted my attorneys in connection with 7-Eleven's discovery
11 requests, and spent a significant amount of time on the issues presented during the lawsuit and in
12 the settlement process. I estimate that I spent approximately 60-70 hours working on this case
13 up until this point. I believe I have been diligent and have done what is expected of a named
14 plaintiff and class representative to date, and will continue to do so. I have and always will
15 maintain the best interest of the class.

17 13. My attorneys explained to me that the settlement process involves a two-step
18 review by the Court to determine whether the settlement is fair before approving the settlement.
19 I know this process also involves notifying all class members of the settlement terms and of their
20 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
21 settlement.

23 14. I believe I did the right thing by filing this case on behalf of the class who are in
24 line to receive monetary payments as a result of this case and settlement. I also believe that the
25 requested Class Representative Service Payment of \$10,000 from the settlement is fair
26 compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against 7-Eleven. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying 7-Eleven's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on Apr 5, 2023, at San Diego, CA.
(city, state)


Sandy Murillo (Apr 5, 2023 17:32 PDT)