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IN THE UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

LOUIS BUTEL and PAM MOCHERNIAK individually and on behalf of all similarly situated current and former employees,

Plaintiffs,

v.

MARATHON REFINING AND LOGISTICS SERVICES LLC, and DOES 1 through 10, inclusive,

Defendant.

Case No. 2:23-cv-04547-DSF-JPR

CLASS ACTION

NOTICE OF MOTION AND MOTION FOR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF NOTICE OF SETTLEMENT, AND SETTING OF FINAL APPROVAL HEARING; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

[*Filed concurrently with declarations and [Proposed] Order*]

Date: November 17, 2025
Time: 1:30 P.M.
Ctrm: 7D
Judge: Hon. Dale Fischer

Complaint Filed: May 4, 2023

Second Amended Complaint Filed: September 29, 2023

Trial: Not set.

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LOUIS BUTEL and PAM MOCHERNIAK

PLEASE TAKE NOTICE that on November 17, 2025 at 1:30 P.M., or as soon thereafter as the matter may be heard, in Courtroom 7D of the above-entitled court, located at the United States District Court, First Street U.S. Courthouse, 350 W 1st Street, Los Angeles, CA 90012, 7th Floor, Plaintiffs Louis Butel and Pam Mocherniak, individually and on behalf of all similarly situated current and former employees (collectively "Plaintiffs"), will and hereby do move this Court to:

1. Preliminarily approve the non-reversionary $9,000,000 class action settlement described in the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement" or "SA"), attached as Exhibit 1 to the Declaration of Randy Renick submitted in support herewith;

2. Conditionally certify the Class (as defined in the Settlement Agreement ¶ 33) as a Federal Rule of Civil Procedure 23 settlement class;

3. Approve and appoint Plaintiffs Louis Butel and Pam Mocherniak as representatives for the proposed Class for purposes of settlement;

4. Approve and appoint Hadsell Stormer Renick & Dai LLP and Gilbert & Sackman, A Law Corporation, as Class Counsel for purposes of settlement;

5. Approve and appoint AB Data Class Action Administration as the Settlement Administrator;

6. Preliminarily approve the application for payment to Class Counsel of reasonable attorneys' fees of up to $2,250,000 (25% of the common fund created) and reasonable costs of up to $70,000;

7. Preliminarily approve a Service Payment award in the amount of $15,000 to each of the two named Plaintiffs for their service, efforts, risks, and burdens of acting on behalf of the Class;

8. Approve as to form and content the proposed Notice of Class Action Settlement (Settlement Agreement, Exhibit A) and direct its distribution to all members of the Class; and

9. Set a date, time, and place to conduct the Final Approval Hearing on the

question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate.

This motion is brought pursuant to Federal Rule of Civil Procedure 23 on the grounds that the proposed Settlement is fair, reasonable, and adequate, and that all requirements for class certification have been met.

The motion is based upon this Notice, the Memorandum of Points and Authorities submitted herewith, the Declarations of Randy Renick and Joshua Young, the proposed Joint Stipulation of Class Action Settlement and Release, its exhibits and the other records, pleadings, and papers filed in this action, and upon such other documentary and oral evidence or argument as may be presented to the Court at the hearing on this motion.

DATED: October 17, 2025

Respectfully submitted,

HADSELL STORMER RENICK & DAI LLP

GILBERT & SACKMAN, A LAW CORPORATION

/s/- Randy Renick

Randy Renick
Attorneys for Plaintiffs

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I. INTRODUCTION

Louis Butel and Pam Mocherniak ("Plaintiffs") seek preliminary approval of a proposed $9,000,000 wage and hour class action settlement on behalf of an estimated 700 class members, which will pay an average of $9,383 to each class member without the need to return a claim form. Plaintiffs' claims arise from Defendant's practice of scheduling employees to Primary Relief shifts without compensation. The proposed Settlement Class consists of the following individuals who worked for Defendant Marathon Refining Logistics Services LLC ("Defendant"):[1]

> All current and former operators and lab workers of Marathon who worked at the Los Angeles Refinery, and who have been assigned primary relief shifts, since May 4, 2020, through preliminary approval.

Attached as Exhibit 1 to the Declaration of Randy Renick ("Renick Decl.") filed concurrently herewith is a true and correct copy of the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement" or "SA"). Plaintiffs contend that members of the class did not receive reporting time pay, all wages earned at termination, and accurate wage statements as required by California law. Defendant denies any violations were committed and contends it complied with all relevant laws.

Subject to approval of this Court, the Parties have agreed to settle this action on an all-cash, non-reversionary basis for $9,000,000. Before settlement, Plaintiffs conducted extensive investigation of Defendant's wage and hour practices at its Los Angeles Refinery, particularly regarding the on-call scheduling and reporting time pay practices. The investigation included interviews of employees at the Los Angeles Refinery and the review of relevant documents, including workplace rules, agreements, policies and procedures. In addition, Defendant provided, and Plaintiffs reviewed, Defendant's schedules and payroll data, which included the number of shifts worked by each Class Member during the Class Period and the applicable hourly wages. This discovery allowed Plaintiffs to thoroughly evaluate liability and to determine the amount incurred in

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[1] Defendant was erroneously named as "Marathon Refining and Logistics Services LLC" in the complaint. Defendant's correct name is Marathon Refining Logistics Services LLC.

damages, providing a sufficient basis upon which to negotiate a settlement. Plaintiffs deposed Defendant and Defendant's expert witness, and Defendant deposed the Class Representatives, several Class Members, and Plaintiffs' expert witness. Both sides also engaged in extensive motion practice, including multiple motions to dismiss, a motion for class certification, Defendant's petition for leave to appeal the class certification decision, and Defendant's fully briefed motion for summary judgment. The resolution was the result of arm's-length negotiations following a full-day mediation session with a highly skilled and experienced wage and hour mediator -- the Honorable Carla Woehrle (Ret.).

Overall, the Settlement is an excellent result for the Class in light of all the relevant circumstances. Accordingly, Plaintiffs respectfully request that the Court conditionally certify the Class for settlement purposes, grant preliminary approval of the Settlement, and enter the proposed order filed concurrently herewith.

II. PLAINTIFFS' FACTUAL ALLEGATIONS

Marathon Refining Logistics Services LLC is headquartered in Findlay, Ohio, and incorporated in Delaware. Defendant employs the employees at the Los Angeles Refinery (the "Refinery") located in Carson and Wilmington, California, and has done so since the beginning of the class period. The Refinery is the largest on the West Coast with a crude oil capacity of 365,000 barrels per calendar day. It manufactures gasoline, diesel fuel, as well as distillates, natural gas liquids and petrochemicals, heavy fuel oil and propane. The refinery ships products via its connections to several product distribution pipelines and terminals. . Renick Decl. ¶ 31.

At the Refinery, employees are assigned to job duty stations that must be staffed at all times. Employees assigned to these job duty stations work 12-hour shifts, with two shift changes per day. Renick Decl. ¶ 33. Defendant designates two-hour periods in which Class Members are on call and ready to report to the refinery within 90 minutes. These on-call shifts are referred to as the Class Members' Primary Relief shifts. Renick Decl. ¶ 35. Employees must be available 90 minutes before the shift change and 30 minutes after the shift change. Renick Decl. ¶ 36. Employees must arrive at the Refinery well-rested, sober, and have the rest of their day available in case they need to work. Renick Decl. ¶ 37.

If an employee on a Primary Relief shift is called into the Refinery, they work a 12-hour shift and are compensated at their usual rate. If they are assigned Primary Relief and not called in, they do not receive any compensation. Renick Decl. ¶ 38. If an employee fails to report or respond when called during a Primary Relief shift, they may face discipline up to and including termination. Renick Decl. ¶ 39. Plaintiffs contend that they are subject to Defendant's control during Primary Relief shifts, that the shifts impose significant burdens on Plaintiffs' ability to travel freely and control their activities while they are on-call, and as a result, they are entitled to compensation when assigned to a Primary Relief shift. Defendant contends that being scheduled for a Primary Relief shift does not equate to reporting for work, or compensable "on-call" time, and that Plaintiffs are not entitled to wages for their Primary Relief shifts unless they are required to report to the Refinery. Renick Decl. ¶¶ 40-41.

III. THE PARTIES.

Defendant. Defendant Marathon Refining Logistics Services LLC has employed employees at the Refinery since the beginning of the class period.

Plaintiffs/Class Representatives. Plaintiff Louis Butel has worked as an Operator on the Carson side of the Refinery since 2005, and he has been assigned to the Hydrocracker Unit and the Two Reformer Unit. Plaintiff Pam Mocherniak worked as an Operator on the Wilmington side of the Refinery from 2001 until 2023, and she was assigned to the Receiving, Pumping, & Shipping Unit and the Fluid Catalytic Cracking Unit. Renick Decl. ¶ 32.

IV. PROCEDURAL HISTORY

On May 4, 2023, Plaintiffs filed this action in the Superior Court of the State of California for the County of Los Angeles. The complaint asserted, among other things, that Defendant requires Plaintiffs and the putative class members to be subject to a Primary Relief policy which requires Plaintiffs to remain available to Defendant and be able to arrive at the Refinery to work within a short timeframe if called to work. On June 9, 2023, Defendant filed a Notice of Removal of this action to federal court. Dkt. 001.

Plaintiffs filed a First Amended Complaint on July 10, 2023. Dkt. 021. The First Amended Complaint alleged the following legal claims: (1) Failure to Pay Reporting Time Pay (IWC Wage Order 1-2001; 8 C.C.R. § 11010; Cal. Lab. Code § 218); (2) Failure to Pay for Travel Time (Lab. Code §§ 218, 218.5, 1194, and 1199; IWC Wage Order 1-2001; 8 C.C.R. § 11010); (3) Failure to Pay All Wages Earned at Termination (Lab. Code §§ 200-203); (4) Failure to Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226 and 226.3); (5) Violations of the California Unfair Competition Law ("UCL") (Bus. & Prof. Code § 17200 *et seq.*); and (6) Liability for Civil Penalties Under the Private Attorneys General Act ("PAGA") (Lab. Code § 2698 *et seq.*). Plaintiffs sought unpaid wages, statutory and civil penalties, restitution, attorneys' fees and costs, interest, and injunctive and declaratory relief for the time period from November 25, 2019, to the present. Renick Decl. ¶ 43.

Defendant moved to dismiss the First Amended Complaint on July 24, 2023. Dkt. 015. Renick Decl. ¶ 44. Defendant argued that Plaintiffs failed to state a claim for both reporting time pay and travel time pay. This Court denied Defendant's motion to dismiss the reporting time claim and dismissed the travel time claim without prejudice. Dkt. 022. Plaintiffs filed a Second Amended Complaint on September 29, 2023, alleging additional facts in support of their travel time claim. Dkt. 031. At this time, Plaintiffs voluntarily dismissed their claim for violations of the UCL. Defendant again moved to dismiss the travel time claim on October 13, 2023. Dkt. 034. This Court denied Defendant's motion to dismiss on November 28, 2023. Dkt. 038.

On January 8, 2024, Plaintiffs moved to certify the following classes:

Standby Class: All current and former operators of Marathon (or any of its affiliates or successors) who worked at the Los Angeles Refinery, and who have been assigned primary relief shifts, since November 25, 2019.

Travel Time Class: All current and former employees of Marathon (or any of its affiliates or successors) who worked at the Los Angeles Refinery, were required to wear personal protective equipment, and who were not paid for time between the time they entered the facility and the time they clocked in for work, and were not paid for time between the time they clocked out and the time they exited the facility, since November 25, 2019.

Dkt. 041-1. Plaintiffs submitted the declarations of twelve Class Members in support of their motion, as well as a declaration from Plaintiffs' expert, Kirk Marangi. Renick Decl. ¶ 46. Defendant opposed class certification, Dkt. 043.

While Plaintiff's Motion for Class Certification was under review by this Court, Defendant filed a Notice of Supplemental Authorities on March 27, 2024, Dkt. 060, which Plaintiffs opposed, Dkt. 061. Defendant then moved for reconsideration of its second motion to dismiss Plaintiffs' travel time claims based on the California Supreme Court's decision in *Huerta v. CSI Electrical Contractors*, 15 Cal. 5th 908 (2024). Renick Decl. ¶ 47. Plaintiffs opposed Defendant's motion for reconsideration. Dkt. 067. On May 29, 2024, the Court granted Defendant's motion for reconsideration and dismissed Plaintiffs' travel time claims. Dkt. 071. Renick Decl. ¶ 48. On June 4, 2024, the Court granted and denied in part Plaintiffs' motion for class certification, certifying the "Standby Class" and denying certification of the "Travel Time Class" as the Court had dismissed that claim. Dkt. 075. Renick Decl. ¶ 49.

After the Court certified the Standby Class, on June 18, 2024, Defendant petitioned for permission to appeal the Court's decision under Rule 23(F) of the Federal Rules of Civil Procedure. Case No. 24-3787, Dkt. 001. The Ninth Circuit denied the petition on September 3, 2024. Case No. 24-3787, Dkt. 007. Renick Decl. ¶ 50. On September 6, 2024, Defendant filed its motion for summary judgment, arguing that Plaintiffs' reporting time claims were preempted by the Labor Management Relations Act, 29 U.S.C. § 185. The Parties fully briefed their positions in response to Defendant's motion; however, the Parties stipulated that Defendant would withdraw their motion without prejudice in anticipation of mediation. Dkt. 088. The Court granted the Parties' stipulation. Dkt. 091. Renick Decl. ¶ 51.

V. DISCOVERY AND MEDIATION

Both Parties engaged in extensive discovery to prepare for class certification, summary judgment, and mediation. Plaintiffs propounded discovery, seeking policies related to standby and travel time, work schedules, payroll and timecard records for the entire class. Defendant began producing documents on a rolling basis throughout 2024. Renick Decl. ¶ 52. Defendant also propounded discovery on the Class Representatives. After extensive meeting and conferring, Defendant moved to compel production of certain documents in May 2024. That motion was granted in part on May 29, 2024. Dkt. 074. Renick Decl. ¶ 53.

After Plaintiffs filed their motion for class certification, Defendant deposed and subpoenaed documents from the twelve declarant Class Members, including the Class Representatives. Defendant also deposed Plaintiffs' expert, Kirk Marangi. Renick Decl. ¶ 54. Plaintiffs deposed Defendant's 30(b)(6) designee Yolanda James early in the litigation and later deposed Defendant's expert, Valentin Estevez. Renick Decl. ¶ 55.

By the time the Parties proceeded to mediation on October 22, 2024, the Parties had received sufficient records to fully evaluate liability and damages. Plaintiffs conducted a thorough investigation of Defendant's Primary Relief practices, including interviews with Class Members on relevant topics such as job assignments, work duties and responsibilities, and policies regarding the Primary Relief shifts. Renick Decl. ¶ 56.

On October 22, 2024, the Parties mediated with the Honorable Carla Woehrle (Ret.), a well-respected mediator located in Los Angeles with expertise in wage and hour law. After a full day of negotiations, the Parties reached a settlement in principle contingent upon a condition precedent that Defendant and the union would reach an agreement regarding how primary relief shifts would be managed on a going-forward basis. Renick Decl. ¶ 57.

Over the course of the proceeding twelve months, Plaintiffs and the union negotiated a "going-forward" agreement with Defendant regarding the future of Primary Relief shifts at the Los Angeles Refinery. Neither Party could approve the settlement or resolve the matter without such an agreement in place. The Parties eventually reached agreement for all units of the Los Angeles Refinery in August and September of 2025. Renick Decl. ¶ 58.

VI. THE PROPOSED SETTLEMENT

Total Settlement Fund. The Parties have agreed that the action may be settled and compromised for the Gross Settlement Amount ("GSA") of $9,000,000, Renick Decl. ¶ 17, which includes, subject to and contingent upon the approval of this Court, (a) Plaintiffs' request for reasonable attorneys' fees and costs,[2] Renick Decl. ¶ 27; (b) Class Representative service payments to Plaintiffs Louis Butel and Pam Mocherniak, each in the sum of $15,000, Renick Decl. ¶ 44; (c) administration fees and expenses in the amount of up to $25,000, Renick Decl. II, ¶3.; and (d) the payment to the California Labor and Workplace Development Agency of $56,250 (75% of $75,000) allocated for civil penalties under PAGA, Renick Decl. II, ¶25. Defendant will pay, in addition to the GSA, the employers' share of withholdings and taxes to the Settlement Administrator, Renick Decl. ¶ 62. The Settlement is non-reversionary, Renick Decl. II, ¶17. Uncashed settlement checks, if any, will be forwarded to the California State Controller's Unclaimed Property Fund subject to court approval. Renick Decl. ¶ 27.

Settlement Class. The Settlement Class Members ("Class" or "Class Members"), as stipulated to by the Parties, are the following individuals:

> All current and former operators and lab workers of Marathon who worked at the Los Angeles Refinery, and who have been assigned primary relief shifts, since May 4, 2020 through Preliminary Approval.

Settlement Agreement ("SA") ¶ 33. Plaintiffs seek conditional certification of the Class for settlement purposes, approval of which is required by the terms of the Agreement. SA ¶ 68. For purposes of settlement distributions, "Participating Class Members" will be those Class Members who do not timely exercise their right to opt out of the Class. SA ¶ 26. Class Members are not required to file a claim to receive their share. *Id.*

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[2] The Agreement does not contain a "Fair Sailing" provision. Defendants have only agreed not to oppose a reasonable attorneys' Fees and Costs request. Plaintiffs are seeking fees of 25% or $2,250,000 and the reimbursement of $70,000 in costs.

Distribution to Class Members. After all Court-approved deductions from the GSA, the remaining sum ("Net Settlement Amount" or "NSA"), estimated at $6,568,750, will be distributed to all Class Members who do not request to be excluded from Settlement. SA ¶¶ 51–53. The primary mechanism for distribution of the Settlement involves cash payment to members of the Settlement Class according to the number of "Work Weeks." "Work Weeks" shall mean the total number of calendar weeks during the Class Period during which the Settlement Class Member was assigned primary relief. SA ¶ 35. The Settlement Administrator will calculate the number of Work Weeks, excluding leaves, worked by the Class Members during the Class Period, based on Defendant's records. The Administrator shall assign a minimum of four (4) Work Weeks to each Class Member participating in the Settlement. SA ¶ 51.

Payment of PAGA Claims. The total amount of the Settlement Fund allocated to PAGA penalties is seventy-five thousand dollars ($75,000), with seventy-five percent (75%) of the PAGA penalties, or $56,250, being paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) of the PAGA penalties, or $18,750, being paid to the Settlement Class Members. SA ¶ 48.

Additional Payment to Named Plaintiffs. The Settlement Agreement provides for a Service Payment for each of the two Named Plaintiffs/Class Representatives in an amount not to exceed $15,000 for their service in bringing and prosecuting the class action on behalf of the Class, risks undertaken for the payment of costs in the event of an unsuccessful outcome, and a general release and waiver of Code of Civil Procedure section 1542. SA ¶¶ 44–47; 66–67. This payment is in addition to whatever individual settlement payment each of them is otherwise entitled to receive. Renick Decl. ¶ 26.

Attorneys' Fees and Costs. The Settlement Agreement provides for an award of reasonable attorneys' fees and costs from the Settlement Fund. SA ¶¶ 37–43. Plaintiffs intend to seek by motion, filed and posted online at least 15 days before the deadline to object or opt out of the Settlement, an award of 25% of the total GSA, or $2,250,000, and litigation costs of up to $70,000. Renick Decl. ¶¶ 23–24.

Settlement Administration. The Parties agreed to AB Data Class Action Administration to serve as the impartial Settlement Administrator. SA ¶ 2. AB Data's fees, for which it provided a bid of $20,000, are to be paid out of the Settlement Fund. Renick Decl. ¶ 14; SA ¶¶ 3, 49. AB Data's duties shall include, among others: timely mailing the Notice of Settlement to the Class Members; establishing and maintaining a website containing the key documents in the case, including the Notice of Class Action Settlement, Settlement Agreement, Motion for Preliminary Approval, Motion for Final Approval, and Motion for Attorneys' Fees and Costs, as they become available; communicating with Class Members; calculating each Class Member's number of Work Weeks, including resolving any disputes about the number of Work Weeks worked by any Class Member; determining the amount of payroll taxes owed by Defendant and timely remitting the same to the appropriate taxing authority; calculating and distributing the individual settlement checks, the PAGA payment, the service awards, and the attorneys' fees and costs payment, as approved by the Court; deducting and remitting union dues; and forwarding sums of uncashed checks to the California State Controller's Office Unclaimed Property Fund. SA ¶¶ 50–54, 74.

Class Notice and Notice Plan. The Settlement Agreement contemplates, among other things, that this Court will conditionally certify a settlement class and grant preliminary approval of the Settlement. SA ¶ 68. After preliminary approval and class certification, the Settlement Agreement requires that the court-approved Class Notice be disseminated to the Class no later than 14 calendar days after the Administrator receives the "class list" from Defendant (which must be provided by Defendant to the Administrator within 21 calendar days after Preliminary Approval). SA ¶¶ 73. The Notice Distribution Plan relies on U.S. Mail. SA ¶ 73(a).

The Class Notice also advises the Class Members of: (1) their right to participate in the Settlement; (2) that each will receive a payment without a claim form; (3) the amount of estimated payment he or she will receive, and the formula used to calculate that payment; (4) how to object to the Settlement; (5) how to opt out of the Settlement; (6)

how to challenge the information upon which their payment will be calculated; (7) the procedures and timing for doing each of these acts; and (8) and the date set for the final approval hearing. SA ¶ 73; *see* proposed Notice of Settlement, attached as Exhibit A to Exhibit 1 to Renick Decl. ("Notice").

The Class Notice also provides the following: (1) contact information for class counsel to answer questions; (2) the address for a website, maintained by the Settlement Administrator, that has links to the notice, motions for approval and for attorneys' fees and any other important documents in the case; (3) instructions on how to access the case docket via PACER or in person at any of the court's locations. The Notice states the date of the final approval hearing and clearly states that the date may change without further notice to the class. The Notice also states that Class Members should check the settlement website to confirm that the date has not been changed. *See* Exhibit A, Notice.

<u>Released Claims</u>. Class Members who do not request to be excluded by returning a valid and timely request as described in the Class Notice will release all claims under state, federal, and local law that were asserted or could have been asserted based upon the factual allegations alleged in the action, and any amendments thereto, against Defendant. SA ¶¶ 29, 63–65.

<u>Proposed Schedule and Final Fairness Hearing</u>. The following schedule sets forth a proposed sequence for the relevant dates and deadlines. This schedule is also stated in the proposed order filed concurrently herewith.

21 calendar days after Preliminary Approval:	Defendant provides the Settlement Administrator a "class list", which shall include the following information for each Class Member: (1) name, (2) last known mailing address, (3) last known telephone number, (4) employment start date, (5) employment end date, (6) dates of leave(s), if any, and (7) social security numbers. SA ¶¶ 7, 72.
14 calendar days after Administrator's receipt of Class List:	Class Notice is mailed to all Class Members. SA ¶ 73(a).

45 calendar days after Class Notice is mailed (15 days prior to opt out and objection deadlines):	Plaintiffs will post Motion for Attorney's Fees on Class website. SA ¶ 73(f).
60 calendar days after Class Notice is mailed:	Last day for Class Members to file written objections to the settlement with the Court. Any objector who intends to appear at the Final Approval Hearing must include a Notice of Intent to Appear in their written objection. SA ¶ 86.
60 calendar days after Class Notice is mailed:	Last day for Class Members to opt out of the Settlement by mailing requests for exclusion to the Claims Administrator. SA ¶ 73(c).
35 calendar days before Final Fairness Hearing:	Plaintiffs file Motion for Final Approval.
***Set by Court*	Final Fairness Hearing and Hearing on Plaintiffs' Motion for Attorneys' Fees and Costs

VII. THE COURT SHOULD PRELIMINARILY APPROVE THE CLASS ACTION SETTLEMENT

Class action settlements are subject to court review and approval under the Federal Rules of Civil Procedure. A class action may not be dismissed, compromised, or settled without the approval of the Court. Fed. R. Civ. P. 23(e). The decision to approve or reject a proposed settlement is committed to the Court's sound discretion. *Dunleavy v. Nadler*, 213 F.3d 454, 458 (9th Cir. 2000).

Approval is a two-step process under Rule 23(e), where "the Court first determines whether a proposed class action settlement deserves preliminary approval and then, after notice is given to class members, whether final approval is warranted." *Noll v. eBay, Inc.,* 309 F.R.D. 593, 602 (N.D. Cal. 2015) (internal citations omitted); *see also Hanlon v. Chrysler Corp*., 150 F.3d 1011, 1027 (9th Cir. 1988). At this stage, the Court is not making a final determination on whether the settlement is fair, reasonable, and adequate, as is ultimately required by Rule 23(e). The Court's role is to determine whether the settlement terms fall within a reasonable range of possible settlements, with "proper deference to the private consensual decision of the parties." *Hanlon*, 150 F.3d at 1027.

Courts in the Central District of California have found preliminary approval of a settlement appropriate when the settlement falls within the range of possible approval; appears to be the product of serious, informed, non-collusive negotiations; does not improperly grant preferential treatment to class representatives or segments of the class; and has no obvious deficiencies. *See Grady v. RCM Techs., Inc.*, 671 F. Supp. 3d 1065,1072–73 (C.D. Cal. 2023). "Closer scrutiny is reserved for the final approval hearing." *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016).

In order to determine whether a proposed settlement is fair, adequate, and reasonable, courts must balance a number of factors. These factors may include, among others: "the strength of plaintiff's case; the risk, expense, complexity, and the likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement. This list is not exclusive and different factors may predominate in different factual contexts." *Torrisi v. Tucson Elec. Power Co*., 8 F.3d 1370, 1378 (9th Cir. 1993) (citation and internal quotations omitted.) "Under certain circumstances, one factor alone may prove determinative in finding sufficient grounds for court approval." *Nat'l Rural Telecom. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525-526 (C.D. Cal. 2004) (citation omitted).

These factors support the conclusion that the proposed Settlement is "fair, adequate and reasonable."

A. The Settlement is the Product of Serious, Informed and Non-Collusive Arm's Length Negotiations.

The fairness and reasonableness of a settlement agreement is presumed "where that agreement was the product of non-collusive, arm's length negotiations conducted by capable and experienced counsel." *In re Netflix Privacy Litig*., 2013 U.S. Dist. LEXIS 37286, *11 (N.D. Cal. Mar. 18, 2013). The settlement negotiations between the Parties have been, at all times, adversarial and non-collusive in nature. The proposed settlement here was reached in October 2024, subject to a condition precedent regarding a going-forward primary relief agreement between Defendant and the union, after a substantial exchange of information, exhaustive analysis, extensive investigation, and a full day of arm's-length negotiations before the Honorable Carla Woehrle (Ret.). Renick Decl. ¶¶ 56–57. During this process, Class Counsel, who are experienced wage and hour practitioners, also worked closely with the Named Plaintiffs and other Class Members to gain knowledge about the Primary Relief policies and practices and the general working conditions of operators and lab workers at the Refinery. Renick Decl. ¶ 56. The proposed Settlement is, therefore, presumptively fair and reasonable.

B. Strength of Plaintiffs' Case and the Risk, Expense, Complexity, and Likely Duration of Further Litigation.

In evaluating the fairness, reasonableness, and adequacy of the Settlement, the Court should weigh the strength of Plaintiffs' case against the risk and expense of continued litigation. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000). While Plaintiffs believe in the merits of their case, they also recognize the inherent risks and uncertainty of litigation, including that the Class could receive nothing, and understand the benefit of providing significant settlement payments to the Class now. Plaintiffs' claims involve disputed legal issues and fact-specific arguments that the Parties have been litigating since inception of the action. Defendant's defenses, including those raised in their Motion for Summary Judgment, create a possibility the claims may fail on the merits. Renick Decl. ¶ 60.

If the proposed Settlement had not been achieved, continued litigation of the claims would take substantial time and possibly confer no benefit upon the Class. With class claims for violation of wage and hour laws, litigation can extend for many years due to the many hurdles facing plaintiffs in class actions. It was also likely that the action would continue to be fiercely litigated by the Parties; accordingly, many more years of litigation, which inevitably involve significant expense, was a real possibility. By contrast, the Settlement will yield a prompt, certain, and substantial recovery for the Class, without need for additional time or judicial resources. Renick Decl. ¶ 60. Thus, on balance, these factors weigh in favor of the Settlement.

C. The Proposed Settlement is a Reasonable Compromise of Claims.

Plaintiffs' Counsel believes the proposed Settlement is in the best interest of the Class based on detailed knowledge of the factual and legal issues present in this action. Plaintiffs' Counsel considered, among other issues, the risks of an adverse summary judgment ruling, trial, appeals and other normal perils of litigation that affect the value of the claims in reaching the proposed Settlement. Renick Decl. ¶ 45.

After serious consideration of all facts and arguments, Plaintiffs and Plaintiffs' Counsel concluded the terms and amount of the proposed Settlement are fair and reasonable. The Settlement provides for the payment of $9,000,000. There are approximately 700 class members. The net settlement, after the deduction of fees, costs, service awards, and administration is $6,568,750. The average payment to each class member will be approximately $9,383.

Based on Plaintiffs' review of timecard and payroll data of all shifts during the class period, at the time of the October 22, 2024 Mediation, Plaintiffs were able to calculate Plaintiffs' estimated damages from the start of the Class Period, May 4, 2020, until the date of Mediation. In addition, Plaintiffs were able to estimate future damages through February 4, 2025.[3] Those numbers are set forth below:

	Principal	**Interest**	**Principal and Interest**
Unpaid Wages	$15,148,013.80	$3,663,860.05	$18,811,873.85
Waiting Time Penalties	$1,272,710.40	$0.00	$1,272,710.40

[3] The Settlement Agreement was contingent on Defendant reaching a "Going-Forward Agreement" with the Class Members' collective bargaining representative, the United Steelworkers. After protracted negotiations, the Going-Forward Agreement at both the Carson and Wilmington locations was reached and ratified by the employees on September 17, 2025. As a result of that Agreement, Class Members are now compensated for Primary Relief shifts, effectively bringing an end to the practices at issue in this litigation. Renick Decl. ¶ 7.

Wage Statement Penalties	$1,375,200.00	$0.00	$1,375,200.00
PAGA -Waiting Time	$25,127.00	$0.00	$25,127.00
PAGA - Wage Statement	$2,547,000.00	$0.00	$2,547,000.00
Totals	$20,368,051.20	$3,663,860.05	$24,031,911.25

The settlement amount of $9,000,000 is 37% of the total amount that Plaintiffs could have recovered on the reporting time, waiting time, wage statement, and PAGA claims. Renick Decl. ¶ 7.

The Class's primary claim is for the unpaid Primary Relief shifts and compensation for each Primary Relief shift. Plaintiffs believe that the decisions in *Ward v. Tilly's, Inc.*, 31 Cal.App.5th 1167 (2019), and *Herrera v. Zumiez, Inc.*, 953 F.3d 1063 (2020), provided clear guidance regarding an employer's reporting time pay requirements under California law and confirmed Defendant's failure to pay employees for all hours worked. Nonetheless, this is a novel issue in the law, and these claims have been found to be preempted by the Labor Management Relations Act under certain circumstances in other cases, including in *Wood v. Marathon Refining Logistics Services LLC*, Case No. 4:19-cv-04287-YGR, which has been proceeding against Defendant in the Northern District of California since 2019. Renick Decl. ¶ 8.

Plaintiffs also alleged claims for violations of Labor Code sections 203 and 226 and PAGA. The Settlement provides that $75,000 will be allocated to penalties under the PAGA, with 75% of the PAGA penalties ($56,250) being paid to the California Labor and Workforce Development Agency ("LWDA") and 25% of the PAGA penalties ($18,750) being paid to the aggrieved employees who are the Settlement Class Members and cannot opt out. Renick Decl. ¶ 9. This amount is reasonable and adequate given that the possible recovery on the PAGA claim is within the Court's discretion and varies tremendously from thousands to a few million dollars, and that there is "a substantial risk of recovering nothing" or very little. *See, e.g., Viceral v. Mistras Group, Inc*. No. 15-cv-02198-EMC, 2017 WL 661352, at *3 (N.D. Cal. Feb. 17, 2017).

Moreover, a settlement is not judged *solely* against what might have been recovered had Plaintiffs prevailed at trial, nor does the settlement have to provide 100% of the damages sought to be fair and reasonable. *Linney v. Cellular Alaska Partnership,* 151 F.3d 1234, 1242 (9th Cir. 1998); *In re Mego Fin. Corp. Sec. Litig.,* 213 F. 3d 454, 459 (9th Cir. 2000). "Naturally, the agreement reached normally embodies a compromise; in exchange for the saving of cost and elimination of risk, the parties each give up something they might have won had they proceeded with litigation." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 624 (9th Cir. 1982) (citation omitted). Indeed, "[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not . . . render the settlement inadequate or unfair." *Id.* at 628. Accordingly, the proposed Settlement is not to be judged against a speculative measure of what might have been achieved. *Linney,* 151 F.3d at 1234.

Past Distributions—As set forth in the Declaration of Randy Renick, the past distributions for comparable class settlements, in which counsel represented similar classes of employees at other refineries which run continuous 12-hour shifts, further support the reasonableness of this Settlement. Renick Decl. ¶ 30. Young Decl. ¶ 4.

Attorneys' Fees and Costs—Plaintiffs will seek an award of attorneys' fees of 25% of the Settlement, or $2,250,000. Plaintiffs' counsel has expended 1,722 hours on this matter to date and accumulated a lodestar of $1,352,160.00. Renick Decl. ¶ 23. At the time of Final Approval, Counsel estimates their total lodestar will be $1,438,238. Renick Decl. ¶ 24.

Accordingly, Plaintiffs will seek a multiplier of 1.56, which falls well within the Ninth Circuit's presumptively acceptable range of 1.0 to 4.0. *See Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1051 n.6 (9th Cir. 2002); *see also Samora v. Chase Dennis Emergency Med. Grp., Inc.,* No. 20-cv-02027-BLF, 2023 U.S. Dist. LEXIS 136096 at *5 (N.D. Cal. Aug. 4, 2023) (applying 3.55 multiplier); *Hubbard v. Henkel Corp.,* No. 19-cv-04346-JST, 2022 U.S. Dist. LEXIS 248140 at *10 (N.D. Cal. Jul. 25, 2022) (finding a multiplier of 2.69 reasonable); *Spann v. J.C. Penney Corp.,* 211 F. Supp. 3d 1244, 1265

(C.D. Cal. 2016) (multiplier of 3.07); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (applying 2.83 multiplier); *Craft v. City of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (court ordered attorneys' fee of 25% of the settlement fund, where lodestar cross-check showed a multiplier of 5.2). Renick Decl. ¶ 25. Plaintiffs' Counsel also intends to seek reimbursement for up to $70,000 in costs reasonably incurred in this action. Renick Decl. ¶ 25.

Plaintiffs' counsel has extensive experience litigating wage and hour claims on behalf of operators working 12-hour shifts at California refineries. Renick Decl. ¶¶ 16, 30. This experience includes having represented a similar class of workers with similar Primary Relief claims in *Guzman et al. v. Dow Agrosciences LLC et al.*, Case No. 3:22-cv-04962. Renick Decl. ¶ 16. Young Decl. ¶ 4(a). As a result of that experience, Plaintiffs' counsel was able to litigate this matter efficiently and effectively.

D. The Extent of Discovery and Stage of the Proceedings Support the Settlement.

The extent of discovery and the stage of proceedings favor approval of the Settlement. Class Counsel thoroughly investigated and researched the claims, potential defenses, and the developing body of law relating to the interpretation of wage orders and the employees' entitlement to wages. The Parties engaged in formal discovery, and Class Counsel made use of documents and data provided by Defendant to assess Defendant's potential liability. *See* Renick Decl. ¶¶ 52–53. Class Counsel deposed Defendant's Rule 30(b)(6) representative, Yolanda James, as well as Defendant's expert, Valentin Estevez. Renick Decl. ¶ 55. The Parties reached the proposed Settlement after fully briefing Defendant's motion for summary judgment, so all Parties were intimately aware of the case's strengths and weaknesses. Renick Decl. ¶ 51. Thus, the proposed Settlement has come at a time when the Parties have enough information to make an informed appraisal of the case, which strongly benefits the Class and favors approval.

The experience and views of counsel also favor settlement. Counsel's support is accorded "great weight" because Counsel has the greatest familiarity with the facts of the litigation, and thus "are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in the litigation." *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995); *see also Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal. 2004). The Parties have thoroughly investigated and evaluated the factual strengths and weaknesses of this case and engaged in sufficient investigation and discovery to support the Settlement. Renick Decl. ¶ 60. The litigation has reached the stage where the Parties have a clear view of the strengths and weaknesses of their cases sufficient to support the Settlement. *See Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979).

E. Class Counsel Are Experienced in Similar Litigation.

Experienced counsel, operating at arm's length, have weighed the strengths of the case and examined all of the issues and risks of litigation and endorse the proposed Settlement. This factor, too, weighs in favor of approval. *See Ontiveros v. Zamora*, 303 F.R.D. 356, 371 (E.D. Cal. 2014) ("The court gives considerable weight to class counsel's opinions regarding the settlement due to counsel's experience and familiarity with the litigation. Counsel's assertion that the settlement is fair, adequate and reasonable is a factor supporting the court's final approval of the agreement.") Indeed, "[t]he recommendations of plaintiffs' counsel should be given a presumption of reasonableness." *In re Omnivision Technologies, Inc.*, 559 F. Supp. 2d 1036, 10432 (N.D. Cal. 2007).

Class Counsel, having prosecuted numerous wage and hour class actions, are experienced and qualified to evaluate the Class claims and to evaluate the risks and potential outcome of further litigation and the propriety of settlement on a fully informed basis. Renick Decl. ¶¶ 16, 61. Young Decl. ¶ 4–5. Here, counsel on both sides agree this is a fair and reasonable settlement in light of the complexities of the case and the state of the law, and the uncertainties of the outcome of litigation. The opinion of counsel in support of the proposed Settlement is based on a realistic assessment of the strengths and weaknesses of their respective cases, extensive legal and factual research, the substantial discovery detailed above, as well as extensive motions practice. The opinion of counsel is also based on an assessment of the risks of proceeding with the litigation through trial and, if a verdict were recovered, through appeal, as compared to the value of a settlement at this time. Given the risks inherent in litigation and the defenses asserted, this Settlement is fair, adequate, and reasonable and in the best interests of the class and should be preliminarily approved. Renick Decl. ¶ 60.

F. The Settlement Proves a Fair Method of Allocation and Does Not Offer Preferential Treatment to the Class Representatives or Other Members of the Class.

This Settlement benefits all Class Members, as the Net Settlement Amount will be fairly distributed amongst Participating Class Members on a pro rata basis. Each Class Member will receive credits based on the number of "Work Weeks." "Work Weeks" shall mean the number of weeks worked by a Participating Class Member during the Class Period while assigned a 12-hour rotating shift and who was scheduled for one or more Primary Relief shift at the Los Angeles Refinery. The Administrator shall assign a minimum of four (4) Work Weeks worked to each Class Member who does not opt out of the Settlement. The amount to be paid per Work Week to Class Members will be calculated by dividing the Net Settlement Amount by the total number of Work Weeks for all Class Members; any person who opts out of the Settlement is not a Class Member. SA ¶ 52.

The formula for calculating a Class Member's payment, based on the number of Work Weeks worked during the Class Period, provides a fair and adequate method of distribution of the Settlement proceeds to Class Members. This information is available from Defendant's records, and the Administrator can apply the formula in a fair and transparent manner. This method is the fairest method of distribution to Class Members and does not grant preferential treatment to any Class Members. Renick Decl. ¶ 10.

The Settlement Agreement authorizes an additional service payment to each of the two Named Plaintiffs of $15,000 each. "[T]he Ninth Circuit has recognized that service awards to named plaintiffs in a class action are permissible and do not render a settlement unfair or unreasonable." *Harris,* 2011 U.S. Dist. LEXIS 48878, at *28 (citing *Staton v. Boeing Co.,* 327 F.3d 938, 977 (9th Cir. 2003)); *see also Resnick v. Frank*, 779 F.3d 934, 943 (9th Cir. 2015). Courts routinely approve incentive awards to compensate named plaintiffs for the work done on behalf of the class, the risks they incurred during the course of the class action litigation, and sometimes, to recognize their willingness to act as a private attorney general. *Resnick,* 779 F.3d at 943; *see also Rodriguez v. W. Publ'g Corp.,* 563 F.3d 948, 958 (9th Cir. 2009).

Class Counsel will request $15,000 on behalf of each of the two Named Plaintiffs, for approval by the Court at the time of the final fairness hearing, to compensate each for their time, effort, risks undertaken for the payment of costs in the event the action had been unsuccessful, fear of retaliation, and for a general release of all claims. The requested service payments are fair and reasonable because Plaintiffs were instrumental in achieving the Settlement in this case. Plaintiffs invested a great deal of personal time and effort into the investigation, prosecution, and the settlement of the case, which included taking on the risks of serving as the named representatives, providing factual information and documentation necessary to the prosecution of this class action, having their depositions taken, participating in the mediation session, and maintaining contact with Class Counsel, which will be set forth more fully in their declarations to be filed in conjunction with the final approval motion. Renick Decl. ¶ 26.

Moreover, the size of the incentive awards requested – $15,000 to each of the two Named Plaintiffs – is consistent with the range of incentive awards approved in class action cases in the Central District. *See Lavigne v. Herbalife, Ltd.*, No. LA CV 18-07480 JAK, 2023 U.S. Dist. LEXIS 207093 at *28–30 (C.D. Cal. Nov. 16, 2023) (granting incentive awards of $17,100.00 and $28,500.00 in $12,500,000.00 settlement).

G. The Settlement Does Not Have Any Obvious Deficiencies

Preliminary approval of the Settlement is appropriate as the Settlement does not have any obvious deficiencies.

/ / /

1. Class Notice, Settlement Administration, and Method of Notice

The Court's order preliminarily approving a class settlement must include, *inter alia*, that notice be given to all class members who would be bound by the settlement. Fed. R. Civ. P. 23(e)(1). "Adequate notice is critical to court approval of a class settlement under Rule 23(e)." *Hanlon*, 150 F.3d at 1025. A class settlement notice "is satisfactory if it 'generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'" *Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 575 (9th Cir. 2004) (citation omitted); *see* Fed R. Civ. P. 23(c)(2)(B). The proposed Notice, attached as Exhibit A to the Settlement Agreement, meets the requirements set forth in Rule 23. Renick Decl. ¶¶ 18, 21–22.

Further, as addressed more fully above, the Parties have agreed to use an experienced and well-regarded class action settlement administrator, AB Data Class Action Administration, to administer the Settlement. In order to decide on a settlement administrator, Class Counsel obtained bids from multiple administrators and determined, based on their experience and the proposals, that AB Data would provide the best services to Class Members. Renick Decl. ¶ 13.

As for the method of notice, each Class Member who does not opt out will receive his or her share of the Settlement. Class Members do not need to file a claim form to receive their share. Given the success of this method in five other similar actions, Class Counsel determined that no claim form should be required here and that all Class Members who do not opt out should participate in the Settlement. Renick Decl. ¶ 16. To increase notice to Class Members, Class Counsel intends to hold in-person meetings with Class Members at or about the time the Class Notice is mailed. Renick Decl. ¶ 19.

2. Uncashed Checks

The Settlement contemplates that any uncashed checks will be forwarded to the California State Controller's Office Unclaimed Property Fund to be held for the benefit of the Settlement Class Members to whom the payment was designated in accordance with California Code of Civil Procedure § 1300 *et seq.* Renick Decl. ¶ 27; SA ¶ 74.

3. Class Action Fairness Act Notice

The Settlement Agreement provides: "Within ten (10) calendar days after the filing of the Motion for Preliminary Approval, Defendant shall comply with the "Notification of Settlement" requirements of the Class Action Fairness Act (28 U.S.C. § 1715)." Renick Decl. ¶ 29; SA ¶ 71.

4. Differences Between the Settlement Class and the Class Proposed in the Operative Complaint

In the Second Amended Complaint filed on September 29, 2023, Plaintiffs alleged the following class: "All current and former operators of Marathon (or any of its affiliates or successors) who worked at the Los Angeles Refinery, and who have been assigned standby shifts that required them to be ready to answer a telephone and report to the refinery if called, since November 25, 2019." Dkt. 031, ¶ 6. Renick Decl. ¶ 3.

The Settlement Class, as defined in the Agreement, expands the class definition to include lab workers who were also assigned standby shifts. The Settlement Class also adjusts the first date of the Class Period from November 25, 2019, to May 4, 2020, a date that is three years prior to the date of filing of this case. SA ¶ 33. This adjustment aligns the Class Period with the applicable statutes of limitations for Plaintiffs' Labor Code claims. Renick Decl. ¶ 3.

5. Differences Between Released Claims and Claims in the Operative Complaint

For Class Members, the Settlement Agreement releases all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, where the claims in the Action are: (1) Failure to Pay Reporting Time Pay (Lab. Code § 218; Wage Order 1-2001; 8 C.C.R. §11010); (2) Failure to Pay for Travel Time Pay (Lab. Code §§ 218, 218.5, 1194, and 1199; Wage Order 1-2001; 8 C.C.R. § 11010) (3) Failure to Pay All Wages Earned at Termination (Lab. Code §§ 200–203); (4) Failure to Furnish Accurate Itemized Wage Statements (Lab. Code §§ 226 and 226.3) (5) Violation of the Unfair Competition Law ("UCL") (Bus. & Profs. Code §17200 et seq.); and (6) Private Attorneys General Act

("PAGA") (Lab. Code § 2698 et seq.) SA ¶¶ 63–64. Each of these claims was pled in the operative complaint or is a derivative of a claim pled therein. For the two Named Plaintiffs, they have executed a general release relinquishing all claims they have or might have had against Defendant resulting from any act committed or omitted prior to the Effective Date of the Settlement and to the extent permitted at law. Renick Decl. ¶¶ 4–5. SA ¶¶ 66–67.

VIII. THE PROPOSED CLASS SHOULD BE CONDITIONALLY CERTIFIED

Before granting preliminary approval of the Settlement, the Court should determine that the proposed Settlement Class meets the requirements of Rule 23. *See Amchem Prods. v. Windsor*, 521 U.S. 591, 620 (1997). On June 3, 2024, this Court certified a similar Primary Relief Class and appointed Plaintiffs as Class Representatives. This Settlement modestly revises the certified Primary Relief Class definition and meets the requirements of Rule 23.

A. The Proposed Class is Sufficiently Numerous and Ascertainable.

The numerosity requirement is met where "the class is so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Generally, courts will find a class sufficiently numerous if it consists of 40 or more members. *Vasquez v. Coast Valley Roofing, Inc.*, 670 F. Supp. 2d 1114, 1121 (E.D. Cal. 2009). Here, the proposed Class of 700 employees easily meets numerosity requirements.

B. There Are Questions of Law and Fact that Are Common to the Class.

The second Rule 23(a) requirement is commonality, which is satisfied "if there are questions of law or fact common to the class." FRCP 23(a)(2). The "commonality requirement has been 'construed permissively,' and its requirements deemed minimal." *Hanlon* at 1019–1020. Here, Plaintiffs assert that there are common questions of fact and law arising from the putative Class Members' employment at the Refinery, including whether Defendant maintain or maintained a policy that subjected Class Members to Primary Relief shifts during which Defendant exercised control and authority over Class Members and whether Defendant compensated Class Members for the Primary Relief shifts worked.

C. Plaintiffs' Claims Are Typical of the Proposed Class.

Typicality is "satisfied when each class member's claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant's liability." *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001) (quoting *Marisol v. Giuliani*, 126 F.3d 372, 376 (2nd Cir. 1997). As this Court previously determined, "Plaintiffs Mocherniak and Butel have claims that are typical of the class. Both worked at the Refinery during the class period and were assigned primary relief shifts without pay." Dkt. 75, p. 6.

D. Plaintiffs and Their Counsel Will Adequately Represent the Interests of the Proposed Settlement Class.

The final Rule 23(a) requirement asks whether "the representative parties will fairly and adequately protect the interests of the class." FRCP 23(a)(4). This requirement is satisfied if: (1) the proposed representative plaintiffs do not have conflicts of interest with the proposed class, and (2) the plaintiffs are represented by qualified and competent counsel. *Hanlon*, 150 F.3d at 1020. The Rule 23(a) adequacy requirement is met here as Plaintiffs have represented their former and current co-workers with a focus and zeal true to the fiduciary obligation that they have undertaken, producing documents, preparing declarations, having their depositions taken, preparing for and participating in mediation, and working closely with their attorneys throughout the case. Renick Decl. ¶¶ 26, 60.

The two firms representing Plaintiffs also satisfy the Rule 23(a)(4) adequacy-of-counsel requirement. *See Hanlon*, 150 F.3d at 1020 ("[W]ill the named plaintiffs and their counsel prosecute the action vigorously on behalf of the class?"). Class Counsel are experienced class action attorneys who have collectively certified many class actions by way of contested motion in state and federal court and have negotiated settlements which were finally approved on behalf of hundreds of thousands of class members. Renick Decl. ¶¶ 61–66. Class Counsel vigilantly safeguarded the interests of the Class by thoroughly investigating the claims, litigating two motions to dismiss, a motion for class certification, and a motion for summary judgment, marshalling considerable resources in preparing this case for mediation, and then settling the claims for valuable consideration despite the serious challenges described above. Renick Decl. ¶¶ 43–52.

E. Common Issues Predominate Over Individual Issues.

"In addition to meeting the conditions imposed by Rule 23(a), the parties seeking class certification must also show that the action is maintainable under Fed. R. Civ. P. 23(b)(1), (2) or (3)." *Hanlon*, 150 F.3d at 1022. This Court determined that the Class satisfied Rule 23(b)(3)'s predominance requirement as to its reporting time claim. Dkt. 075, pp. 8–14. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Class Members. *See Brinker Restaurant Corp. v. Superior Court,* 53 Cal. 4th 1004, 1033 (2012)

F. Class Settlement Is Superior to Other Available Means of Resolution.

Similarly, there can be little doubt that resolving all 700 Class Members' claims through a single class action is superior to a series of individual lawsuits. "From either a judicial or litigant viewpoint, there is no advantage in individual members controlling the prosecution of separate actions. There would be less litigation or settlement leverage, significantly reduced resources and no greater prospect for recovery." *Hanlon*, 150 F.3d at 1023.

IX. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminary approve the class settlement, conditionally certify the proposed settlement class, and enter the order submitted concurrently herewith.

DATED: October 17, 2025

Respectfully submitted,

HADSELL STORMER RENICK & DAI LLP

/s/- Randy Renick

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