RANDY RENICK (CA Bar No. 179652)
(Email: rrr@hadsellstormer.com)
CORNELIA DAI (CA Bar No. 207435)
(Email: cdai@hadsellstormer.com)
SARAH CAYER (CA Bar No. 334166)
(Email: scayer@hadsellstormer.com)
HADSELL STORMER RENICK & DAI LLP
128 North Fair Oaks Avenue, Suite 204
Pasadena, California 91103-3645
Telephone: (626) 585-9600
Fax: (626) 577-7079
Attorneys for Plaintiffs Louis Butel and Pam Mocherniak

[*Additional counsel listed on the next page*]

UNITED STATES DISTRICT COURT

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,

Defendants.

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

DECLARATION OF RANDY RENICK IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; EXHIBITS

JAY SMITH (CA Bar No. 166105)
(Email: js@gslaw.org)
JOSHUA F. YOUNG (CA Bar No. 232995)
(Email: jyoung@gslaw.org)
NICOLE GRINSTEIN (CA Bar No. 320889)
(Email: ngrinstein@gslaw.org)
EMILY OLIVENCIA-AUDET (CA Bar No. 342116)
(Email: eolivencia@gslaw.org)
GILBERT & SACKMAN
A LAW CORPORATION
3699 Wilshire Boulevard, Suite 1200
Los Angeles, California 90010
Telephone: (323) 938-3000
Fax: (323) 937-9139

DECLARATION OF RANDY RENICK

I, Randy Renick, hereby declare and say:

1. I am a partner at the law firm of Hadsell Stormer Renick & Dai LLP. I am an attorney licensed to practice law in California and counsel of record for Plaintiffs in this action. I have reviewed the documents identified herein and am fully familiar with the facts set forth therein. Based on my own personal knowledge and on my familiarity with the documents, pleadings, and files in this action, I can state that the following information is true and accurate.

2. The proposed Joint Stipulation of Class Action Settlement and Release ("Agreement" or "SA") that is the subject of the Motion for Preliminary Approval is attached as Exhibit 1 to this declaration. The proposed Notice is attached as Exhibit A to Exhibit 1.

3. 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. 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. Settlement Agreement ("SA") ¶ 33. This adjustment aligns the Class Period with the applicable statutes of limitations for Plaintiffs' Labor Code claims.

4. For Class Members, the Settlement Agreement releases just those claims 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; IWC Wage Order 1-2001; 8 C.C.R. § 11010); (2) Failure to Pay for Travel Time (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) Private Attorneys General Act ("PAGA") (Lab. Code. §§ 2698 *et seq.*); and (6) Violation of the Unfair Competition Law ("UCL") (Bus. & Profs. Code § 17200). SA ¶¶ 63–65.

5. The two Named Plaintiffs 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. SA ¶¶ 66–67.

6. The settlement provides for payment of $9,000,000. SA ¶ 17. There are approximately 700 class members. The net settlement, after the deduction of the California Labor and Workforce Development Agency ("LWDA") portion of the PAGA penalties, attorneys' fees and costs, and administration costs is estimated to be $6,568,750. The average net payment to each class member will be approximately $9,383.

7. 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 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. 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
Wage Statement Statutory	$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. Notably, 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. The Settlement Agreement was contingent on Defendants 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 refineries 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.

8. 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 (9th Cir. 2020) provided clear guidance regarding an employer's reporting time pay requirements under California law and confirmed Defendant's failure to pay operators 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 proceeded against Defendant in the Northern District of California during the same period as this case.

9. 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 PAGA, with 75% of the PAGA penalties ($56,250) being paid to the 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. SA ¶ 48. 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 over a million dollars, and that there is "a substantial risk of recovering nothing" or very little. *See, e.g.*, *Shiferaw v. Sunrise Senior Living Mgmt., Inc.*, Case No. LA CV13-013-02171-JAK, 2017 U.S. Dist. LEXIS 2378985 at *46 (C.D. Cal. Mar. 29, 2017). Here, Plaintiffs face a substantial risk of recovering nothing on either the PAGA or class claims.

10. The proposed plan of allocation involves cash payment to members of the settlement class according to the total number of calendar weeks during the Class Period in which the Settlement Class Member was assigned primary relief, referred to as "Work Weeks." The Settlement Administrator will calculate the total number of Work Weeks worked by all participating Settlement Class Members during the Class Period. The Settlement Administrator will then divide the Net Settlement by the total number of Work Weeks worked by Participating Settlement Class Members during the Class Period, resulting in a credit value for each Work Week. The Settlement Administrator will then take the credit value and multiply it by each participating Settlement Class Member's Work Weeks. The Settlement Administrator will assign a minimum of four Work Weeks to each participating Settlement Class Member, and

anyone who opts out of the Settlement is not a Class Member. SA ¶ 52. The formula for calculating a Class Member's payment relies on information readily available from Defendant's records, and the Settlement Administrator is able to apply the formula in a fair and transparent manner. Thus, this method represents the fairest method of distribution to Class Members and does not grant preferential treatment to any Class Members.

11. There is no claim form. All Class Members who do not opt out will receive their share of the settlement. SA ¶ 26.

12. This is a non-reversionary settlement. SA ¶ 17. In addition to the Gross Settlement Amount, Defendant is obligated to pay its share of payroll taxes, including FICA and FUTA. *Id.*

13. The Settlement Agreement designated AB Data Class Action Class Action Administration ("AB Data") as the Settlement Administrator. After the Class was certified, we sought bids from three (3) Administrators with AB Data's bid being the most competitive. The bid was subsequently updated to account for settlement-related tasks, including: calculating Class Member shares, answering Class Member questions, maintaining the settlement website, resolving disputes, distributing checks to the Class and reporting to the Court.

14. AB Data will be retained to calculate each Class Member's share, determine the amount of payroll taxes owed by Defendant, send out notice to the Class Members, maintain a website containing the key documents in the case, including the settlement agreement, class notice, motions for approval, and motion for attorneys' fees, resolve any challenges any party lodges to all or part of a particular claim, and mail the settlement checks to the class members. SA ¶¶ 50-54, 60-62, 72-82, 93, 94, 96, 100. In the Settlement Agreement, the parties agreed that costs of administration are estimated to be no more than $20,000 and are to be paid out of the gross settlement amount. SA ¶ 49. To account for any unexpected contingencies, the Class Notice indicates that the costs of Administration will not

exceed $25,000.

15. Each class member who does not opt out will receive his or her share of the settlement. SA ¶ 26. Class members do not need to file a claim form to receive their share.

16. In five other lawsuits litigated by my firm and Gilbert & Sackman, ALC, involving the failure to fully compensate oil refinery workers, *Valliere v. Tesoro Refining and Marketing Company LLC*, Case No. 3:17-cv-00123-JST (N.D. Cal.) ("Tesoro"), *Berlanga, et al. v. Equilon Enterprises LLC, et al.*, Case No. 4:17-cv-00282-MMC (N.D. Cal.) ("Shell"), *Buzas v. Phillips 66 Company,* Case No. 4:17-cv-00163-YGR (N.D. Cal.) ("Phillips 66"), *Craig, et al. v. Corteva Inc., et al.*, Case No. 3:19-cv-07923-JCS (N.D. Cal.) ("Corteva") and *Guzman, et al. v. Dow Agrosciences LLC* (N.D. Cal.) ("Dow"), no claim form was required and class members who did not opt out were paid their share of the settlement. In *Tesoro*, two of 1560 class members opted out, and class members received checks which averaged $7,239.37. In *Shell*, none of the 497 class members opted out, and the class members received checks which averaged $11,419. In *Phillips 66*, three of 677 class members opted out of the Settlement, and class members received checks which averaged $5,881.20. In *Corteva*, none of the 223 class members opted out, and 222 of the 223 class members received checks which averaged $12,467.12. In *Dow*, a case with similar standby time claims, none of the 195 class members opted out, and class members received checks which averaged $14,106.04. Accordingly, the participation rate in these cases was over 99%. Given the success in those five matters, no claim form should be required here and all class members who do not opt out should participate in the settlement.

17. Based on our experience litigating this matter, we understand that all Class Members at the Los Angeles Refinery are fluent in English and that a Spanish or other language Class Notice is not necessary.

/ / /

18. The notice includes the following information: (1) contact information for class counsel to answer questions; (2) the address for a website, maintained by the settlement administrator or class counsel, that has links to the notice, motions for approval and for attorneys' fees and any other important documents in the case; and (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. SA, Exhibit 1 (hereinafter "Notice").

19. Plaintiffs were successful in reaching nearly all class members in the *Tesoro*, *Phillips 66*, *Shell, Corteva*, and *Dow* settlements by holding multiple in-person meetings in Northern and Southern California. During the meetings, Plaintiffs sought and obtained new addresses and contact information of former employees. Given the success in the *Tesoro*, *Phillips 66*, *Shell, Corteva*, and *Dow* settlements, Plaintiffs' Counsel intends to schedule meetings in Carson and Wilmington. At these meetings, Plaintiffs' Counsel intends to answer questions and describe the Settlement Agreement, approval and settlement payment process.

20. The Plan relies on U.S. Mail. SA ¶ 73(a). The Notice has been customized to include the number of weeks worked during the Class Period ("Work Weeks") and anticipated share of settlement for each class member. SA ¶ 73(b).

21. The Notice instructs class members who wish to opt out of the settlement to send a request, setting forth their name and information needed to be properly identified and to opt out of the settlement, to the Settlement Administrator. The Notice does not require any additional or extraneous information. The Notice Advises class members of the deadline, methods to opt out, and the consequences of opting out.

22. The Notice instructs class members who wish to object to the settlement to send their written objections only to the Court. The Notice makes clear that the

Court can only approve or deny the settlement and cannot change the terms of the settlement. The Notice clearly advises class members of the deadline for submission of any objections.

23. Plaintiffs will seek an award of attorneys' fees of 25% of the settlement, or $2,250,000. The current lodestar of Plaintiffs' Counsel is set forth in the chart below.

Firm	**Hours**	**Lodestar**	**Costs to Date**
Gilbert & Sackman	1302.1	$982,745	$42,000
Hadsell Stormer Renick & Dai LLP	419.9	$369,415	$21,000
Totals =	1722	$1,352,160	$63,000

24. At the time of Final Approval, counsels' total lodestar will be approximately $1,438.238, and Plaintiffs will seek a multiplier of 1.56. Plaintiffs' Counsel will provide a full detailing of the time spent on this case in Plaintiffs' Motion for an Award of Attorneys' Fees and Costs, which will also be posted by the Class Action Administrator on its website to allow class members at least 15 days to review the fee motion before the deadline to opt out or object to the Settlement.

25. Plaintiffs' Counsel intends to seek reimbursement for up to $70,000 in costs reasonably incurred in this action and will present a full accounting of costs incurred in the Motion for Attorneys' Fees and Costs. The costs are primarily for deposition transcripts, economic expert services and mediation. Costs for travel are negligible, if any.

26. The Settlement Agreement provides for additional compensation in an amount not to exceed $15,000 for each of the two Named Plaintiffs in recognition of the risks and burdens they undertook in the litigation, mediation, and settlement of this case. SA ¶ 44. The Service Award is in addition to whatever portion of the settlement proceeds each individual is otherwise entitled to receive. The enhancements are intended to compensate these individuals fairly in relationship to

the rest of the class in light of the additional burdens and risks they have undertaken by assisting in the prosecution of the lawsuit, including their participation in discovery, preparation of declarations, having their depositions taken, their participation in mediation, and their active assistance with the litigation. The named Plaintiffs have also agreed to a general release of all claims they might have against Defendant. SA ¶ 66. As they will set forth more fully in their declarations to be filed in conjunction with the final approval motion, Plaintiffs invested a great deal of personal time and effort into the investigation, prosecution, and 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, preparing declarations, participating in discovery, having their depositions taken, participating in the mediation session, and maintaining contact and working closely with Plaintiffs' Counsel. Such an award is not disproportionate to the recovery of the other Class Members, as the average payment to each class member will be approximately $9,383. *See Roe v. Frito-Lay, Inc.*, No. 14-cv-00751-HSG, 2017 U.S. Dist. LEXIS 53902 at *23–24 (N.D. Cal. Apr. 7, 2017) (discussing reasonable proportionality of incentive awards).

27. 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.* SA ¶ 74.

28. The proposed Notice provides that class members have sixty (60) days to opt out or object to the settlement, which will be at least fifteen (15) days after the motion for attorneys' fees and costs is filed and posted.

29. Class Action Fairness Act Notice is required and the agreement provides: "Within ten (10) calendar days after the filing of the Motion for Preliminary Approval, Marathon shall comply with the "Notification of Settlement"

requirements of the Class Action Fairness Act (28 U.S.C. § 1715) and give notice of such to Class Counsel." SA ¶ 71.

30. My firm and Gilbert & Sackman have served as Class Counsel in eight lawsuits representing similar classes of refinery operators for wage violations. The data for two recent cases and this matter are set forth below.

	Craig v. Corteva	**Guzman v. Dow**	**Butel v. Marathon (Proposed)**
Total Settlement Fund	$3,800,000.00	$3,800,000.00	$9,000,000.00
Total Number of Class Members	223	195	700
Total Number Sent Notice	222	194	700
Method of Notice	Mail	Mail	Mail
# and % of Claims Submitted	No Claim Required	No Claim Required	No Claim Required
Average Recovery per Member	$12,467.12	$14,106.04	$9,383 estimated.
Cy Pres Distributed	$0.00	$0.00	
Administrative Costs	$10,000.00	$8,950.00	Up to $20,000.00
Attorneys' Fees	$950,000.00	$950,000.00	$2,250,000 requested
Litigation Costs	$21,664.81	$16,265.62	Up to $70,000 requested

Plaintiffs' Factual Allegations

31. Defendant Marathon Refining and Logistics Services LLC is a multinational company headquartered in Findlay, Ohio, and incorporated in Delaware. Defendant has owned and/or operated the Los Angeles Refinery, located in Carson and Wilmington, California, since prior to the beginning of the class period, May 4, 2020. The Refinery includes an oil refinery, sulfur plant, terminal facilities, lubricants plant, and distribution facilities.

32. 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.

33. 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.

34. In addition to their 12-hour work shifts, employees are scheduled for standby shifts.

35. Defendant designates two-hour periods in which Class Members are on call and must make themselves available to Defendant and ready to report to the refinery within 90 minutes. These on-call shifts are referred to as the Class Members' Primary Relief shifts.

36. On both the Carson and Wilmington side of the Refinery, employees must be available 90 minutes before the shift change and 30 minutes after the shift change.

37. Employees must arrive at the Refinery in a condition to work a twelve-hour shift. They must be well-rested, sober, and have the rest of their day available in case they need to work.

38. 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 must remain available but do not receive any compensation.

39. If an employee fails to report or respond when called during a Primary Relief shift, they may face discipline up to and including termination.

40. 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.

41. Defendant contends that Plaintiffs are not entitled to wages for their Primary Relief shifts unless they are required to report to the Refinery.

Procedural Background

42. 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.

43. 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.

44. Defendant moved to dismiss the First Amended Complaint on July 24, 2023. Dkt. 015. 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 also 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.

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

a. 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.

b. 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.

46. Plaintiffs submitted the declarations of twelve Class Members in support of their motion, as well as a declaration from Plaintiffs' expert, Kirk Marangi. Defendant opposed class certification, Dkt. 043, and the Parties fully briefed the matter for the Court.

47. 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. Plaintiffs opposed the filing of this Notice. 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). Plaintiffs opposed Defendant's motion for reconsideration. Dkt. 067.

48. On May 29, 2024, the Court granted Defendant's motion for reconsideration and dismissed Plaintiffs' travel time claims. Dkt. 071.

/ / /

49. 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.

50. 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.

51. On September 6, 2024, Defendant filed their 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.

52. Both Parties engaged in extensive discovery to prepare for class certification, summary judgment, and mediation. Plaintiffs propounded written discovery on September 25, 2023, 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.

53. Defendant also propounded discovery on the Class Representatives beginning October 9, 2023. 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.

54. After Plaintiffs filed their motion for class certification, Defendant deposed and subpoenaed documents from the twelve declarant Class Members, including the Class Representatives, over the one-month period between Plaintiffs' filing of the motion and Defendant's opposition. Defendant also deposed Plaintiffs' expert, Kirk Marangi.

/ / /

55. Plaintiffs deposed Defendant's 30(b)(6) designee Yolanda James early in the litigation and would later depose Defendant's expert, Valentin Estevez.

56. By the time the Parties proceeded to mediation on October 22, 2024, the Parties were intimately familiar with the standby practices at Defendant's Los Angeles refinery. Plaintiffs had received sufficient records to fully evaluate liability and damages prior to the mediation. Plaintiffs had also 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, and analysis of documents provided by Class Members.

57. 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 were able to reach a settlement. 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. 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.

58. After the Parties reached a settlement, Plaintiffs 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 a going forward agreement in place. After multiple rounds of negotiations, the Going Forward Agreement at both the Carson and Wilmington locations was reached and ratified by the employees on September 17, 2025.

59. Settlement negotiations in this case were, at all times, adversarial, non-collusive, in good faith, and at arms' length. Class Counsel sought and obtained input from the Named Plaintiffs in this case regarding the terms of proposed settlement.

/ / /

60. While Plaintiffs firmly believe in the strength of their claims, Defendant's defenses create a possibility the claims may fail on the merits or may be preempted by the Labor Management Relations Act. Plaintiffs' Counsel considered, among other issues, the risks of an adverse summary judgment ruling and trial and other normal perils of litigation that affect the value of the claims in reaching the proposed Settlement. It was likely that the Parties would fiercely litigate this action; accordingly, many more years of litigation, which inevitably would involve significant additional expenses, were a real possibility. By contrast, the Settlement will yield a certain and substantial recovery for the Class, without need for additional time or judicial resources. Given the risks inherent in litigation and the defenses asserted, this Settlement is fair, adequate, reasonable, and in the best interests of the class. Based on the substantial discovery conducted into the claims here, as well as our extensive experience litigating similar claims on behalf of refinery workers, we were able to evaluate the factual strengths and weaknesses of the claims and strongly believe this to be an excellent settlement.

61. My firm has been appointed as class counsel in more than 75 matters. My firm and Gilbert & Sackman, ALC have been appointed as class counsel in a number of wage and hour cases brought on behalf of refinery workers, such as the present matter. They include: *Kendig v. ExxonMobil Oil Corp.*, Case No. 2:18-cv-09224, *Berlanga, et al. v. Equilon Enterprises LLC, et al.*, Case No. 4:17-cv-00282-MMC, *Clack v. Chevron Corporation, Chevron U.S.A. Inc. dba Chevron Products Company and ChevronTexaco Global Lubricants*, Case No. BC649514 and *Buzas v. Phillips 66 Company,* Case No. 4:17-cv-00163-YGR. My firm along with Gilbert & Sackman, ALC were also appointed class counsel in *Valliere v. Tesoro Refining and Marketing Company LLC*, Case No. 3:17-cv-00123-JST, on behalf of a class of Operators at Marathon Refining and Logistics Services LLC's Los Angeles Refinery, that involves the same class members, defendant and worksites at issue in this litigation.

62. My firm, Hadsell Stormer Renick & Dai LLP, has substantial litigation experience in wage and hour class actions, and is fully familiar with the legal and factual issues in this case, having handled dozens of wage and hour class actions as well as other types of class actions and complex litigation. I specialize in complex cases and class action litigation, including wage and hour, antitrust, employment, civil rights and public interest litigation. I am a graduate of Southwestern School of Law and have been specializing in complex litigation since 1995, first with Hadsell & Stormer, Inc., and from January 1, 2000, until December 31, 2007, with the Law Offices of Randy Renick. Since January 1, 2008, I have been a partner with Hadsell Stormer Keeny Richardson & Renick, LLP, and its successors Hadsell Stormer Richardson & Renick, LLP, Hadsell Stormer & Renick, LLP, and Hadsell Stormer Renick & Dai LLP. I was selected as a "Rising Star" by the Los Angeles Magazine and Law & Politics Magazine for 2004 and have also been selected as a "Super Lawyers®" each year for the last 20 years. I have been one of only a few plaintiff-side employment lawyers selected for inclusion on the "Best Lawyers in America" list each year since 2007. In 2020 and 2025 I was named by Best Lawyers as Lawyer of the Year Southern California for Litigation – Labor and Employment Pasadena. My C.V. is attached hereto as Exhibit 2.

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

64. Cornelia Dai is a partner with Hadsell Stormer Renick & Dai LLP, and was formerly an associate with Hadsell & Stormer, Inc. Ms. Dai's practice specializes in wage and hour class actions, individual employment cases, and other

civil rights and international human rights cases. She has litigated numerous wage and hour class actions during her career, including *Wang v. Chinese Daily News*, a class action in federal court involving violations of overtime and meal and rest break laws that ultimately settled after more than 10 years of litigation. Ms. Dai was also one of the plaintiffs' counsel in *South Central Farmers Feeding Families v. City of Los Angeles*, a case brought on behalf of over 300 low-income families in a struggle to preserve land for a much-needed urban community garden in South Los Angeles. In addition, she was one of the Doe plaintiffs' counsel in the state litigation of the international human rights case *Doe v. Unocal*.

65. Ms. Dai has been named to the Southern California Super Lawyers® list as a Rising Star or Super Lawyer each year since 2005 and has been listed in The Best Lawyers in America every year since 2012. For the years 2017, 2019, 2022, and 2023, she has been named Lawyer of the Year in Southern California by Best Lawyers for Litigation - Labor and Employment (Pasadena). In 2018, she was named Lawyer of the Year in Southern California by Best Lawyers for Employment Law – Individuals (Pasadena). In addition, for the years 2023 to 2025, she was named to the Top 50: Women Southern California Super Lawyers list, and for the years 2024 and 2025, she was named to the Top 100: Southern California Super Lawyers list. For the years 2022 to 2025, Ms. Dai has also been selected as one of the Lawdragon 500 Leading Plaintiff Employment Lawyers. Ms. Dai was featured in the July 2007 issue of Southern California Super Lawyers® - Rising Stars in an article entitled "For Abusive Employers, The Dai Has Been Cast." Ms. Dai serves on the Board of the California Employment Lawyers Association, the Executive Committee of the Los Angeles County Bar Association's Labor and Employment Law section, and the Board of the Foundation for Advocacy, Inclusion and Resources. In 2018, she published an article in the California Labor & Employment Law Review on independent contractor misclassification, "*Dynamex Operations West., Inc. v. Superior Court*: Employee's Perspective" (September 2018). Ms. Dai is frequently

asked to speak on employment and wage and hour topics by legal organizations and law schools. Ms. Dai is a 1995 graduate of U.C. Berkeley, and she earned her Juris Doctorate from U.S.C. Law School in 1999.

66. Sarah Cayer is an associate at Hadsell Stormer Renick & Dai LLP and was formerly a staff attorney at Inner City Law Center. She has litigated individual and class cases, including numerous wage and hour class actions. Ms. Cayer successfully represented tenants in some of the first jury trials following the COVID-19 pandemic-related shutdowns. She frequently speaks on public interest lawyering and early career developments at law schools and legal organizations. Ms. Cayer is a 2015 graduate of Oberlin College, and she earned her Juris Doctorate cum laude from Harvard Law School in 2020.

I declare under penalty of perjury pursuant to the laws of the United States and the State of California that the foregoing is true and correct and that this declaration was executed on October 17, 2025, at Pasadena, California.

/s/ Randy Renick
Randy Renick