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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CATHERINE ANDERSON, as an individual
and on behalf of all others similarly situated;
JOSE RODRIGUEZ, as an individual on behalf
of himself and all other similarly situated,

Plaintiffs,

vs.

KINDER MORGAN, INC., a Delaware
corporation; and DOES 1 through 100, inclusive,
Defendants.

Case No.: 23STCV25789

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. SSC-17]*

**DECLARATION OF PLAINTIFF
CATHERINE ANDERSON IN SUPPORT
OF MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date:
Time:
Dept.: SSC-17

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I, CATHERINE ANDERSON, declare as follows:

1. I am an individual over the age of 18 and one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) in this case. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. I was employed by Defendant Kinder Morgan, Inc. (“Defendant”) from approximately September 9, 2001 through approximately February 1, 2023. During my employment, I worked as a non-exempt Customer Service Representative. During my employment with Defendant, I, along with other non-exempt employees, was required to follow its wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that throughout my employment with Defendant, I was not paid for all my time worked. Specifically, it is my understanding that Defendant rounded down my work time and/or rounded my hours worked, not properly recording and keeping track of all time worked.

4. I received bonuses throughout my employment with Defendant and do not believe that bonuses were included in calculating my regular rate of pay for purposes of calculating my overtime rate.

5. Defendant also failed to provide me with all required meal periods. Specifically, due to work demands imposed by Defendant, I was often unable to take a duty-free 30-minute meal period at the end of the fifth hour of work as. As a result, my meal periods were often late, short, missed, or otherwise unlawful. I was also not permitted to take a timely second meal period when I worked longer than 10.0 hours.

6. In addition, I was not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Specifically, as a result of the work demands placed on me by Defendant, Defendant did not authorize and permit one rest period for every four hours of work, or *major fraction thereof*.

7. Despite not receiving all meal and rest periods, Defendant did not provide a meal or rest premium for each missed, late, or short meal or rest period.

1 8. Because of all of the above issues at work, I do not believe I received accurate, itemized
2 wage statements nor do I believe I received all of the wages owed to me at the time of my separation of
3 employment.

4 9. I have worked closely with my lawyers on this case. I answered all of their questions
5 about my employment and made myself available to speak and meet with my lawyers whenever I was
6 needed, including the entire day of the mediation on September 5, 2024 and throughout the settlement
7 process.

8 10. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
9 my former co-workers and Defendant's current employees by helping them recover money owed to
10 them. As one of the named plaintiffs, I knew that I would be taking on certain risks that the other
11 employees would not have to take on. For example, I knew that there was a risk that I could be liable
12 for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public
13 record and could stigmatize me and may affect my future employability, I accepted that burden for the
14 benefit of other employees of Defendant because I wanted Defendant to pay its current and former
15 employees for all unpaid wages according to the law and face the consequences of not doing so.

16 11. I have been actively involved in this case since joining this lawsuit. Without revealing
17 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
18 numerous occasions. I estimate that I have spent approximately 20-25 hours meeting with my lawyers
19 concerning the case and my responsibilities as a class representative, which included, among other
20 things, gathering various employment and non-employment related documents for use in the lawsuit,
21 responding to written discovery, reviewing documents with my lawyers and answering their questions,
22 answering follow up questions and providing guidance regarding Defendant's timekeeping policies and
23 practices, and other policies and procedures that Defendant required me and the non-exempt, hourly
24 paid employees to follow, and helping develop a strategy as to what documents/information to obtain
25 from Defendant.

26 12. In connection with the settlement in this case, I spent additional time reviewing the
27 settlement agreement and discussing the agreement and approval process with my attorneys. I made
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1 sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted
2 to understand everything before I signed it.

3 13. As part of the proposed Settlement, I have also agreed to a release of certain claims
4 related to my employment with Defendant that extends beyond the release of claims applicable to
5 members of the Class as defined in the Settlement.

6 14. I believe my claims are typical of the members of the Class because they were required
7 to follow the same policies and procedures I was required to follow when I worked for Defendant. I
8 believe Defendant's policies and procedures were the same for all non-exempt, hourly paid employees
9 in California. Since the same policies and procedures applied to myself and the other non-exempt,
10 hourly paid employees, I believe they were not paid all wages earned, did not receive all meal and rest
11 periods, did not receive accurate wage statements, were not paid all wages owed upon separation of
12 employment, and were not reimbursed for all necessary business expenses.

13 15. I understand that as the proposed class representative, I am responsible for representing
14 the interests of all members of the class in litigation to recover money damages for the Class and I
15 consider the interests of the Class and put the interests of the Class before my own interests. As far as
16 I am aware, I have no conflicts with any of the other Settlement Class members.

17 16. I understand that my attorneys will request that the Court award me a Service Award of
18 \$2,500.00 for my service and efforts on the case. This proposed \$2,500.00 Service Award is not
19 contingent upon me supporting the proposed Settlement.

20 I have reviewed this written statement and fully understand all of its contents. I declare under
21 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

22 Executed on OCTOBER 9, 2025 at Compton, California.

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24 
Catherine Anderson (Oct 9, 2025 13:50:57 PDT)

25 CATHERINE ANDERSON
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