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12

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

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

19 Plaintiffs,

20 v.

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

25 Defendants.
26
27

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

Assigned to Hon. Michael W. Fitzgerald

**DECLARATION OF RANDY RENICK IN
SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES AND
REIMBURSEMENT OF COSTS;
EXHIBIT**

1 **DECLARATION OF RANDY RENICK**

2 I, Randy Renick, hereby declare and say:

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

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

10 **EXPERIENCE OF COUNSEL**

11 3. Hadsell Stormer Renick & Dai LLP (“HSR&D”) and Gilbert & Sackman,
12 A Law Corporation (“G&S”), are Class Counsel in this action. The qualifications of
13 Gilbert & Sackman are set forth separately in the Declaration of Joshua Young.

14 4. My firm, Hadsell Stormer Renick & Dai LLP, has substantial litigation
15 experience in wage and hour class actions, and is fully familiar with the legal and
16 factual issues in this case, having handled dozens of wage and hour class actions as well
17 as other types of class action and complex litigation.

18 5. I specialize in complex cases and class action litigation, including wage
19 and hour, antitrust, employment, civil rights and public interest litigation. I am a
20 graduate of Southwestern School of Law and have been specializing in complex
21 litigation since 1995, first with Hadsell & Stormer, Inc., and from January 1, 2000 until
22 December 31, 2007 with the Law Offices of Randy Renick. Since January 1, 2008, I
23 have been a partner with Hadsell Stormer Keeny Richardson & Renick, LLP, and its
24 successors Hadsell Stormer Richardson & Renick, LLP and Hadsell Stormer & Renick,
25 LLP. I was selected as a “Rising Star” by the Los Angeles Magazine and Law &
26 Politics Magazine for 2004 and have also been selected as a “Super Lawyer” by Los
27 Angeles Magazine and Law & Politics Magazine for the last sixteen years. I have been
28 one of only a few plaintiff-side employment lawyers selected for inclusion on the “Best

1 Lawyers in America” list each year since 2007. My C.V. is attached hereto as Exhibit
2 1.

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

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

21 8. Ms. Dai has been named to the Southern California Super Lawyers® list as
22 a Rising Star or Super Lawyer each year since 2005 and has been listed in The Best
23 Lawyers in America every year since 2012. In 2017 and 2019, she was named a Lawyer
24 of the Year in Southern California by Best Lawyers for Litigation - Labor and
25 Employment (Pasadena). In 2018, she was named a Lawyer of the Year in Southern
26 California by Best Lawyers for Employment Law – Individuals (Pasadena). In 2011,
27 she was selected as one of the Top 75 Labor & Employment Lawyers in California by
28 the Daily Journal. Ms. Dai was also featured in the July 2007 issue of Southern

1 California Super Lawyers® - Rising Stars in an article entitled “For Abusive
2 Employers, The Dai Has Been Cast.” Ms. Dai serves on the Board of the California
3 Employment Lawyers Association, the Executive Committee of the Los Angeles
4 County Bar Association’s Labor and Employment Law section, and the Board of the
5 Impact Fund. In 2018, she published an article in the California Labor & Employment
6 Law Review on independent contractor misclassification, “Dynamex Operations West.,
7 Inc. v. Superior Court: Employee’s Perspective” (September 2008). Ms. Dai is
8 frequently asked to speak on employment and wage and hour topics by legal
9 organizations and law schools. Ms. Dai is a 1995 graduate of U.C. Berkeley, and she
10 earned her Juris Doctorate from U.S.C. Law School in 1999.

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

17 10. In pursuing this case aggressively from the outset, Class Counsel has
18 demonstrated a high degree of competence in the litigation of the claims at issue. Class
19 Counsel’s high-quality and effective representation is further evidenced by Defendants’
20 desire to mediate prior to protracted motion and discovery work, including class
21 certification. I strongly believe that the settlement is a fair, reasonable, and adequate
22 resolution of the claims of the Settlement Class and is preferable to continued litigation.

23 11. The Settlement Agreement provides that, *inter alia*, Class Counsel may
24 seek a reasonable award of attorneys’ fees and costs through the approval and
25 administration of the Settlement Agreement, obtaining dismissal of the action, and
26 defending against any appeals, as well as any associated expenses. *See* Dkt. 32-2, Ex. 1,
27 (“Joint Stipulation of Class Action Settlement and Release”), p. 12, ¶ 42. Plaintiffs seek
28 a reasonable fee award of 25% of the settlement fund, \$1,097,896, and the

1 reimbursement of \$7,607.77 (HSR&D: \$3,861.80; and G&S: \$3,745.97) in costs
2 incurred up until the filing of this motion. Plaintiffs will submit a supplemental
3 declaration before the hearing on Plaintiffs' motion for fees and costs with updated costs
4 and supporting documentation.

5 **WORK PERFORMED IN THIS MATTER**

6 12. **Due Diligence and Initiation of Lawsuit.** In the summer of 2018, my law
7 firm began evaluating the filing of a lawsuit against Defendants on behalf of refinery
8 operators for failure to comply with their duty to provide rest breaks in compliance with
9 California law as clarified by the California Supreme Court in *Augustus v. ABM*
10 *Security Services, Inc.*, 2 Cal. 5th 257 (Dec. 22, 2016) (modified on March 15, 2017).
11 We performed our due diligence, which included legal research, investigating the facts
12 and evidence available via witnesses and documents, and communications regarding
13 strategies and legal theories among ourselves and with the attorneys at Gilbert &
14 Sackman. We then participated in the research, preparation and filing of the class action
15 complaint against Defendants on September 18, 2018, which initiated the lawsuit in the
16 Los Angeles County Superior Court, captioned as *Michelle Kendig, et al., v.*
17 *ExxonMobil Oil Corp., et al.* The lawsuit, which was removed by Defendants to this
18 Court on October 26, 2018, alleges the following causes of action on behalf of operators
19 employed at Defendants' refinery, distribution, and pipeline facilities in or around
20 Torrance, California (the "Torrance Refinery"): (1) failure to authorize and permit duty
21 free rest periods; (2) failure to furnish accurate wage statements; (3) the California
22 Private Attorneys General Act; and (4) unfair competition. Plaintiffs sought unpaid
23 wages, statutory penalties, restitution, attorneys' fees and costs, interest, and injunctive
24 and declaratory relief for the time period from September 18, 2014 to the present.
25 Plaintiffs alleged that Defendants violated California's wage and hour laws by not
26 providing them with rest breaks, by failing to pay them premium wages for missed rest
27 breaks, and by failing to provide accurate wage statements. Plaintiffs' PAGA and unfair
28 competition claims are based on the same alleged violations. My firm spent 93.2 hours

1 while G&S spent 30.9 hours for a total of 124.2 hours on the case related to these tasks.

2 13. **Discovery.** Following the negotiation and entry of a stipulated protective
3 order on April 24, 2019, Plaintiffs turned their attention to obtaining written discovery
4 necessary to support their contemplated Motion for Class Certification and ultimately
5 for trial. The discovery propounded by Plaintiffs included Special Interrogatories,
6 Requests for Admission, and Requests for the Production of Documents. The discovery
7 was carefully tailored to focus on establishing Defendants' workplace policies and
8 practices as well timecard and payroll records for each of the Class Members.
9 Defendants produced their discovery in late July 2019. In addition, counsel met and
10 spoke with the Named Plaintiffs regularly to obtain information necessary to prosecute
11 the case and satisfy Plaintiffs' obligations under the Federal Code of Civil Procedure.
12 Counsel carefully reviewed both the documents produced by Defendants as well as
13 documents produced by the Named Plaintiffs, including collective bargaining
14 agreements, workplace manuals, employee handbooks, schedules, polices and
15 paychecks. My firm spent 33.3 hours while G&S spent 7 hours for a total of 40.3 hours
16 on the case related to these tasks.

17 14. **Mediation.** After the parties exchanged extensive written discovery and
18 documents, Class Counsel took steps to reach agreement with defense counsel to reach
19 agreement regarding mediation and to secure a date with mediator T. Warren Jackson in
20 Los Angeles. As part of preparation for the mediation, we reviewed Defendants' payroll
21 and timecard data containing all of the shifts worked by class members during the class
22 period as well as documents, including collective bargaining agreements, that reflected
23 the specific pay rate which applied to each of those shifts. Based on that data, we were
24 able to assess damages and perform damage calculations. We also interviewed operators
25 at the refinery and reviewed thousands of pages of relevant written materials, including
26 employee handbooks, training materials, and emergency protocol materials. We also
27 conducted further legal research and took the lead in drafting the mediation brief. In
28 addition, we conferred with the named plaintiffs in advance of the mediation. Based on

1 this extensive investigation and review of discovered materials, Plaintiffs were able to
2 thoroughly evaluate liability and determine damages. On August 23, 2019, the Parties
3 participated in mediation with Mr. Jackson and reached a settlement in principle of their
4 claims against the ExxonMobil Defendants only, but not Defendants PBF Energy
5 Limited or Torrance Refinery LLC. The following month, through further discussions
6 mediated by Mr. Jackson, Plaintiffs entered into a settlement that also included the
7 remaining Defendants PBF Energy Limited and Torrance Refinery LLC, thereby
8 settling their claims against all Defendants in this action for a total settlement amount of
9 \$4,391,585. My firm spent 88.8 hours while G&S spent 56.6 hours for a total of 145.4
10 hours on the case related to these tasks.

11 **15. Settlement Agreement and Preliminary Approval.** Over the following
12 six months, the parties engaged in robust negotiations to finally reach agreement on all
13 terms of the written settlement agreement. During this time, the parties addressed the
14 various deal points that were not a part of the original agreement, including notice to the
15 class, funding, and plan for distribution. In addition, I worked with the claims
16 administrator to formalize the administration process, including mailing of the Notice
17 and Claim Form, follow-up letters and calls, and to address other issues arising out of
18 the claim process. I also took the lead on drafting the settlement agreement and notice
19 and reviewing and addressing the responses and edits from defense counsel. The
20 agreement was ultimately reduced to writing. Dkt. 32-2, Ex. 1. During this time, my
21 firm also communicated with the named plaintiffs regarding the settlement. Thereafter,
22 my firm helped to draft and file the Motion for Preliminary Approval and supporting
23 documents. Following the Court's request for additional information, I prepared a
24 supplemental declaration providing this information for the Court's consideration. Dkt.
25 42. My firm spent a total of 82.8 hours while G&S spent 44.3 hours for a total of 127.1
26 hours on tasks relating to the written settlement agreement, coordinating with the
27 Claims Administrator, and obtaining preliminary approval.

28 **16. Claims Administration and Fee Motion.** Following the Court's order

1 granting preliminary approval, I worked closely with the named plaintiffs and the class
2 members, including conducting virtual meetings and conference calls with class
3 members, to ensure that class members fully understand the Settlement and Notice and
4 to answer their questions. In addition, I have remained in regular communication with
5 the Claims Administrator to ensure that the Court’s preliminary approval order is
6 followed with respect to the notice and claims process. My firm has also spent time
7 preparing Plaintiffs’ Motion for Attorney’s Fees and Reimbursements of Costs. During
8 this time and for these tasks, my firm spent 46.6 hours while G&S spent 21.9 hours for a
9 total of 68.5 hours.

10 17. I expect that my firm will spend an additional 50 hours in connection with
11 the Motion for Final Approval, including claims administration, hearing and other
12 related matters through the conclusion of this matter. Combined with the estimated
13 additional 50 hours G&S will spend, I estimate the lodestar for the 100 hours will be
14 approximately \$60,000. My firm’s total lodestar at the time of completion of this action
15 is estimated to be \$438,177.50.

16 **ALLOCATION OF THE SETTLEMENT**

17 18. The Settlement provides for cash payment to Class Members according to
18 the number of shifts worked by each class member during the class period; additional
19 service awards not to exceed \$7,500 for each of the two named Plaintiffs; \$50,000 to
20 penalties under the Private Attorneys General Act (“PAGA”), with 75% of the PAGA
21 penalties (\$37,500) being paid to the California Labor and Workforce Development
22 Agency (“LWDA”) and 25% of the PAGA penalties (\$12,500) being paid to Settlement
23 Class Members who do not opt out; an estimated \$30,000 to CAC Services for claims
24 administration; and reasonable attorneys’ fees and costs.

25 19. The total settlement amount is Four Million, Three Hundred and Ninety-
26 One Thousand, Five Hundred and Eighty-Five Dollars (\$4,391,585). After the
27 deduction of payment to the Labor & Workforce Development Agency (“LWDA”) for
28 PAGA penalties (\$37,500), 25% of the fund for attorneys’ fees (\$1,097,896), estimated

1 costs (\$30,000), incentive awards (15,000), and settlement administration costs
2 (\$30,000), the net settlement for distribution to the class is \$3,181,189.00. This
3 calculation assumes that Plaintiffs seek the full amount of estimated costs of \$30,000.
4 As Plaintiff's request for costs is only \$7,607.77, the amount available to the Class
5 increases by \$22,392.23, resulting in a slight increase to the amount to be distributed to
6 each Class Member. Plaintiffs will provide an exact calculation in connection with the
7 Motion for Final Approval. Defendants are also obligated to pay its share of payroll
8 taxes, including FICA and FUDA. The settlement is non-reversionary. Uncashed
9 settlement check(s) will be awarded cy pres pursuant to this Court's approval.

10 20. Class Counsel achieved a very successful result with a large recovery for
11 each of the 335 individual class members, with an average payment of approximately
12 \$9,500, a median payment of \$10,800 and a maximum payment of \$20,636.79.

13 21. Based on my assessment of damages, including review of timecard and
14 payroll data encompassing all shifts during the class period, the settlement amount
15 represents 56% of the damages incurred.

16 **ATTORNEYS' FEES**

17 22. The Settlement Agreement does not include a "clear sailing" provision.
18 Defendants have only agreed not to oppose a request for reasonable attorneys' fees.
19 Plaintiffs seek an award of attorneys' fees of 25% of the settlement fund, \$1,097,896.

20 23. My firm's billing records were compiled by my firm's in-house
21 bookkeeper from time sheets filled out by the individual attorney or paralegal at or
22 about the time the work was performed by recording the amount of time worked, broken
23 down by 1/10 hour periods, or were entered in the computer system by the individual
24 timekeeper. When the data was put on time sheets it was then entered on a weekly basis
25 by staff into our computer system and recorded therein. On a monthly basis, the
26 computer records are printed out, reviewed by the supervising partner for accuracy, and
27 thereafter stored in billing files for each case in our office. These computer printouts
28 constitute the standard billing records for this case, which are kept in the normal course

1 of business.

2 24. The lodestar for each of the individual timekeepers at current 2020 rates are
3 set forth below:

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

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9 25. My usual practice, and the usual practice of the other attorneys in my firm,
10 is to record only those hours that my firm would customarily bill to a commercial client
11 paying on an hourly basis. The time logs for this matter (including all billers) have been
12 carefully reviewed, and any biller's time that may have been duplicative or inefficient is
13 deleted from the billing records. While we also exercised billing judgment after
14 recording my time in this case, and the time of other attorneys in my office (thus
15 eliminating some of the time that had been originally recorded as an exercise of
16 reasonable billing judgment), I also exercised billing judgment before recording my
17 time, because I routinely did not enter time that I thought might be duplicative, and I
18 reduced time for work that I thought may have been inefficient.

19 26. Throughout the course of the litigation, I have overseen the assignment of
20 work to attorneys and paralegals in my office so that the necessary work would be
21 handled as efficiently as possible by the lowest-billing member of the team who could
22 feasibly, reliably, and efficiently perform each task. I made every effort to litigate this
23 action in an efficient and cost-effective manner by reducing duplication of effort and
24 assigning work to the lowest billing timekeepers available for each task wherever
25 feasible.

26 27. This matter was taken on a purely contingent basis by my firm. The
27 litigation of this case precluded my firm from taking other cases. My firm has 15
28 lawyers and, as a result, the number of cases my firm is able to take is limited, and my

1 firm must be extremely selective about the cases that we do take. My firm must
2 regularly decline to take cases that it believes are meritorious and would otherwise
3 accept if not for the issue of staffing. Taking on larger class action cases, such as the
4 present case, utilizes a significant portion of my firm's staff and resources and prevents
5 the firm from taking cases which are likely to be equally or more remunerative than the
6 present case. We took this matter on a pure contingency basis, expending this effort
7 without any guarantee of recovery. At various times, the litigation has consumed a
8 significant percentage of my time, along with that of my partner Cornelia Dai and
9 associate Elizabeth Song. My firm declines to represent scores of individuals each
10 month due in part to the need to focus on representation of existing clients.

11 28. In my experience, it is not uncommon for class actions to be litigated for
12 many years due to the inherent complexities of litigating on behalf of a class. Typically,
13 class action wage and hours cases such as this matter, take three to five years to resolve.
14 For example, the class action matter entitled *USW v. ConocoPhillips Company*, CV 08-
15 2068 PSG, United States District Court for the Central District of California, involved a
16 similar class of refinery workers against a similar defendant in the refinery business.
17 That case was filed in 2008 and did not resolve until after five years of heavy litigation
18 involving adjudication of class certification and summary adjudication issues and an
19 appeal.

20 29. Many cases take even longer to resolve. For example, in 2004, Plaintiffs
21 filed suit on behalf of a class of hourly newspaper employees alleging claims of unpaid
22 overtime and other wage and hour violations in *Wang v. Chinese Daily News*, Case No.
23 CV-04-1498 CBM, United States District Court for the Central District of California. I
24 joined the case as lead trial counsel on behalf of the Plaintiff class in 2006. After a jury
25 trial, a bench trial and multiple appeals, Plaintiffs obtained a favorable judgment for
26 more than \$5,200,000 in 2015—over a decade after the case was filed. In 2007, I
27 represented plaintiffs in a suit filed on behalf of a class of hourly workers against one of
28 several hotels for violation of a city service charge ordinance in *Lozano v. Hilton Los*

1 *Angeles Airport, et al.*, BC 377063, Superior Court of California for the County of Los
2 Angeles. It was heavily litigated with my firm successfully defending the underlying
3 Ordinance on Appeal in the published decision of *Garcia v. Four Points Sheraton LAX*,
4 188 Cal. App. 4th 364 (2010). It ultimately settled on the eve of trial in 2013—six years
5 after the lawsuit was filed.

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

17 31. Plaintiffs faced a considerable risk of further litigation here. Plaintiffs filed
18 the case following the California Supreme Court’s decision in *Augustus v. ABM Security*
19 *Services, Inc.*, 2 Cal. 5th 257 (2016). While Plaintiffs believed that the decision
20 provided clear guidance regarding employer’s rest break obligations under California
21 law and confirmed Defendants’ failure to provide its operators with lawful rest breaks,
22 district courts have since diverged in their interpretation and application of the decision.
23 *See, e.g., Bell v. Home Depot U.S.A., Inc.*, No. 2:12-cv-02499 JAM-CKD, 2017 U.S.
24 Dist. LEXIS 55442, at *5 (E.D. Cal. Apr. 10, 2017) (concluding *Augustus* not
25 applicable because the court did not consider an on-premises rest break policy which
26 does not require employees to remain on call). Moreover, Defendants PBF Energy
27 Limited and Torrance Refining Company LLC have taken the position that the class
28 period ended on September 20, 2018, when California Governor Gavin Newsom

1 approved Assembly Bill No. 2605, a law which exempts employees who hold safety-
2 sensitive positions at petroleum refineries from rest break laws to the extent they are
3 required to carry radios, respond to emergencies, and remain on the employer's
4 premises during their shifts. *See* Cal. Lab. Code § 226.75(a). Plaintiffs' position is that
5 based on the plain language of AB 2605, the exemption does not apply to "existing
6 cases filed before the effective date" of the law, as this one was. Cal. Lab. Code §
7 226.75(g).

8 HOURLY RATES

9 32. I am also familiar with the kinds of fees charged to individual clients in
10 contingency fee arrangements in employment and wage and hour cases. Hadsell
11 Stormer Renick & Dai LLP's standard contingency agreement provides for a
12 contingency payment to the firm of 48% of the Gross Settlement Amount whenever a
13 case reaches the appeal stage. This is a standard term for plaintiff-side litigation firms
14 in Los Angeles and San Francisco Bay Area.

15 33. During my years of law practice, I have become familiar with the kind of
16 fees that are prevalent in successful contingent cases in California. While I have gained
17 this knowledge in a variety of ways, I have gathered most of my information about these
18 matters in the course of preparing fee motions for my own firm and for other attorneys
19 who have requested my firm to submit fee declarations in support of their motions. In
20 this context, I have obtained numerous declarations from attorneys knowledgeable about
21 the rates charged by attorneys in the Los Angeles and the San Francisco Bay Area legal
22 markets and about the expected return for work done on cases in which any recovery of
23 a fee is contingent upon success on the merits.

24 34. I remain current on the rates charged by attorneys similar in stature and
25 experience to myself. My hourly rate as well as the rates for those working at my firm
26 are consistent with the rates of similarly experienced individuals in both the Northern
27 and Southern California legal communities.

28 35. My current rate is \$875 per hour. My hourly rate has been consistently

1 approved in class action cases by both state and federal courts over the past 10 years.

2 36. My 2018 hourly rate of \$825 was approved in three separate matters,
3 including by San Francisco Superior Court Judge Mary E. Wiss on October 3, 2018 in
4 *In Re Urethanes*, CJC-04-004367; United States District Court Judge Yvonne Gonzalez
5 Rogers on March 6, 2018 in *Buzas v. Phillips 66*, Case No. 4:17-cv-00163; and United
6 States District Judge Maxine Chesney on January 18, 2019 in *Berlanga v. Equilon*
7 *Enterprises*, Case No. 17-cv-00282. My 2017 rate of \$800 per hour was approved by
8 Los Angeles Superior Court Judge John Shepard Wiley in *Diaz et al. v. Accor Business*
9 *and Leisure North America, Inc.*, Case No. BC 621422 (Aug. 14, 2017).

10 37. My 2016 hourly rate of \$775 was approved by Los Angeles Superior Court
11 Judge Richard E. Rico in *Murphy v. CVS Caremark*, Case No. BC 464785. My 2015
12 hourly rate of \$750 was approved by Judge Consuelo Marshall, United States District
13 Court, Central District of California, in *Wang v. Chinese Daily News*, Case No. CV-04-
14 1498 (November 17, 2015), a wage and hour class action. It was also approved by
15 Judge Curtis Karnow, San Francisco Superior Court, in the matter of *Harmon Press v.*
16 *International Paper*, Case No. GC-04-432167, an antitrust class action. My 2014
17 hourly rate of \$675 was approved by Judge William F. Highberger, Los Angeles
18 Superior Court, in *Ochoa v Brisam LAX*, Case No. BC 493242 (April 29, 2014), and in
19 *Lozano v. Hilton Los Angeles Airport*, Case No. BC 377063 (February 10, 2014). My
20 2013 hourly rate of \$650 was also approved by Judge Richard Kramer, San Francisco
21 Superior Court, in *In Re Urethane Cases*, J.C.C.P Case Number 4367, on June 25, 2013,
22 and by United States District Court Judge Philip S. Gutierrez in *USW v. ConocoPhillips*
23 *Company*, CV 08-2068 (May 6, 2013).

24 38. My 2012 hourly rate of \$625 was also approved on multiple occasions,
25 including by Judge Richard Kramer, San Francisco Superior Court, in *Competition*
26 *Collision v. Crompton Corporation, et al.*, Case No. CGC-04-431278 (February 28,
27 2012). My rate was also approved by Judge Jane Johnson, Los Angeles Superior Court,
28 in two matters: *Barrientos v. Hilton Los Angeles Airport*, Case No. BC403925 (March

1 6, 2012) and *Diaz v. ABM Industries*, Case No. BC 362932 (May 21, 2012). It was also
2 approved by Judge Highberger in the related actions of *Waner v. Radisson Hotel LAX*,
3 Case No. BC 377065 (November 9, 2012), *Garcia v. Four Points Sheraton LAX*, Case
4 No. BC 377059 (October 23, 2013), *Chavez v. Marriott LAX*, Case No. BC 377062
5 (January 7, 2013), and *Chavez v. Renaissance Monturo Hotel Los Angeles*, Case No. BC
6 377060 (January 7, 2013). My 2012 hourly rate was also approved by Judge Rolf M.
7 Treu, Los Angeles Superior Court, in *Parker v. Zima Beauty Center, Inc.*, Case No. BC
8 392872 (November 5, 2012), and by Judge Nancy Wiebe Stock, Orange County
9 Superior Court, in *Andrade v. Terra Universal*, Case No. 00473739-CU-OE-CX (May
10 23, 2012).

11 39. My 2011 hourly rate of \$600 was approved by Judge Kramer in *In re*
12 *Urethane Cases*, J.C.C.P. No. 4367, and *Villa v. Crompton*, CGC-03-419116. My 2011
13 hourly rate was also approved by Judge Susan Illston, United States District Court,
14 Northern District of California, in *In Re: TFT-LCD (Flat Panel), Antitrust Litigation*,
15 Case No. MDL 3:07-md-1827. My 2010 hourly rate of \$600 was approved by Judge
16 Jacqueline Nguyen, United States District Court, Central District of California, in
17 *Morales v. Aramark Corp.*, Case No. 2:09-cv-05565. My 2009 hourly rate of \$550 was
18 approved by Judge Yvette M. Palazuelos, Los Angeles Superior Court, in *De La Rosa v.*
19 *ICC Collision Centers*, Case No. BC 389024, and by Judge Richard Kramer, San
20 Francisco Superior Court, in the *Label Stock Cases*, J.C.C.P. Nos. 4314, 4318 and 4326.

21 40. Cornelia Dai has been a partner at the firm since 2010, and she was
22 previously an associate with the firm from 2000 to 2009. Her current rate is \$775 per
23 hour. Her hourly rate has been consistently approved in wage and hour class actions.
24 Her 2018 rate of \$725 per hour was approved by Judge Yvonne Gonzalez Rogers,
25 United States District Court, Northern District on March 8, 2018 in *Buzas v. Phillips 66*
26 *Company*, Case No. 4:17-cv-00163, and by Judge Maxine Chesney, United States
27 District Court, Northern District, on January 18, 2019 in *Berlanga v. Equilon*
28 *Enterprises*, Case No. 17-cv-00282.

1 41. Her 2017 rate of \$700 per hour was approved by Los Angeles Superior
2 Court Judge John Shepard Wiley in *Diaz et al. v. Accor Business and Leisure North*
3 *America, Inc.*, Case No. BC 621422 (Aug. 14, 2017). Ms. Dai’s 2016 hourly rate of
4 \$675 was recently approved by Los Angeles Superior Court Judge Richard E. Rico in
5 *Murphy v. CVS Caremark*, Case No. BC 464785. Her 2015 hourly rate of \$650 was
6 approved by Judge Consuelo B. Marshall, United States District Court, Central District
7 of California, in *Wang v. Chinese Daily News*, Case No. CV-04-1498 (November 17,
8 2015). Her 2014 hourly rate of \$600 was approved by Judge William F. Highberger,
9 Los Angeles Superior Court, in *Ochoa v Brisam LAX*, Case No. BC 493242 (April 29,
10 2014), and in *Lozano v. Hilton Los Angeles Airport*, Case No. BC 377063 (February 10,
11 2014). Her 2013 hourly rate of \$575 was also approved by Judge Philip S. Gutierrez,
12 United States District Court, Central District of California, in *USW v. ConocoPhillips*
13 *Company*, CV 08-2068 (May 6, 2013). Her 2012 hourly rate of \$550 was approved by
14 Judge Jane Johnson, Los Angeles Superior Court, in *Diaz v. ABM Industries*, Case No.
15 BC 362932 (May 21, 2012). It was also approved by Judge William F. Highberger, Los
16 Angeles Superior Court, in the related actions of *Waner v. Radisson Hotel LAX*, Case
17 No. BC 377065 (November 9, 2012), *Garcia v. Four Points Sheraton LAX*, Case No.
18 BC 377059 (October 23, 2013), *Chavez v. Marriott LAX*, Case No. BC 377062 (January
19 7, 2013), and *Chavez v. Renaissance Montura Hotel Los Angeles*, Case No. BC 377060
20 (January 7, 2013). It was also approved by Judge Nancy Wieben Stock, Orange County
21 Superior Court, in *Andrade v. Terra Universal*, Case No. 00473739-CU-OE-CX (May
22 23, 2012).

23 42. Elizabeth Song joined Hadsell Stormer Renick & Dai LLP as an associate
24 attorney in November 2018. Previously, Ms. Song served as a public interest fellow at
25 Public Counsel’s Opportunity Under Law project. Ms. Song is a 2014 graduate of the
26 Yale Law School, and a former law clerk to the Honorable Dean D. Pregerson of the
27 U.S. District Court for the Central District of California and the Honorable Milan D.
28 Smith of the U.S. Court of Appeals for the Ninth Circuit. Ms. Song has represented

1 Plaintiffs in individual and class action cases in state, federal, and administrative
2 proceedings. Ms. Song's hourly rate is \$450.

3 43. Maria Stroud is a paralegal with nearly 20 years of experience working on
4 class actions and other complex matters. As a result of her many years of experience,
5 she is able to handle many tasks in class action cases which associates would otherwise
6 have to perform. Ms. Stroud's hourly rate is \$300. Her hourly rate of \$300 was
7 approved by Judge Yvonne Gonzalez Rogers, United States District Court, Northern
8 District, on March 8, 2018 in *Buzas v. Phillips 66 Company*, Case No. 4:17-cv-00163,
9 and by Judge Maxine Chesney, United States District Court, Northern District, on
10 January 18, 2019 in *Berlanga v. Equilon Enterprises*, Case No. 17-cv-00282.

11 **COSTS**

12 44. Set forth above are the costs incurred by Hadsell Stormer Renick & Dai
13 LLP in connection with this litigation:

14

15 Mediation	\$3350.00
16 Postage	\$23.10
17 Photocopies	\$488.70
Total	\$3861.80

18 45. The above costs are typically and customarily charged to clients. Plaintiffs
19 have not previously sought nor obtained reimbursement of any of these charges
20 described herein. All of the charges described herein were on behalf of Plaintiffs on a
21 contingent basis and have not been reimbursed. The costs are reasonable and were
22 necessarily incurred in order to advance the litigation for the benefit the class. These
23 costs are reflected in the books and records of Hadsell Stormer Renick & Dai LLP. I
24 have reviewed the expenses reported in this case that are included in Plaintiffs' Motion
25 for Attorneys' Fees and Reimbursement of Costs, and I affirm that they are true and
26 accurate.

27 46. I will submit a supplemental declaration prior to the hearing on Plaintiffs'
28 motion for fees and costs with any updated costs and supporting documentation for all

1 costs submitted.

2 I declare under penalty of perjury pursuant to the laws of the United States and
3 the State of California that the foregoing is true and correct and that this declaration was
4 executed on June 25, 2020, at Pasadena, California.

5
6 /s/ Randy Renick

7 Randy Renick
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EXHIBIT 1

Randy Renick, a partner with Hadsell Stormer Renick & Dai LLP in Pasadena, California, specializes in complex cases and class action litigation, including wage and hour, antitrust, employment, civil rights and public interest litigation. Mr. Renick was selected as a “Rising Star” by the Los Angeles Magazine and Law & Politics Magazine for 2004 and has also been selected as a “Super Lawyer” by Los Angeles Magazine and Law & Politics Magazine each year since 2005. He was one of only a few Plaintiff-side Employment Lawyers selected for the “Best Lawyers in America” each year since 2007.

Mr. Renick is regularly asked to give lectures regarding public interest and class action litigation to lawyers, law students and public interest organizations; including the National Employment Lawyers Association; the University of California at Los Angeles School of Law, State Bar of California Labor and Employment Section; Los Angeles County Bar Labor and Employment Section, California Employment Lawyers Association, The Coalition Against Slavery and Trafficking, and the Western Trial Lawyers Association.

Randy Renick is a graduate of Southwestern School of Law and has 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, Mr. Renick has been a partner with Hadsell Stormer & Renick LLP.

During his career, Mr. Renick has served as Lead or Class Counsel in a significant number of important individual and class action cases, including:

Wang v. Chinese Daily News, Case No. CV-04-1498 CBM, U.S. District Court for the Central District of California. Served as Lead Counsel in a jury trial representing a class of hourly newspaper employees involving claims of unpaid overtime and other wage and hour violations. After jury and bench trial, obtained a judgment in favor of his clients for more than \$5,200,000 in 2015. Opinion at (*Wang v. Chinese Daily News, Inc.* (9th Cir. 2010) 623 F.3d 743.)

City of Los Angeles Service Charge Cases, Lead Case BC377050, Los Angeles Superior Court, Judge William Highberger. Class Counsel in five separate actions on behalf of hourly workers against various Century Boulevard hotels alleging violations of the City of Los Angeles Service Charge Ordinance. Defended the constitutionality of the Ordinance on Appeal in the published decision of *Garcia v. Four Points Sheraton LAX* (2010) 188 Cal. App. 4th 36

Berlanga, et al. v. Equilon Enterprises LLC, et al., Case No. 4:17-cv-00282-MMC, United States District Court for the Northern District of California. Rest break case brought on behalf of Refinery Operators. Matter settled in 2019 for \$7,750,000 with 497 class members received average check in excess of \$11,000.

Buzas v. Phillips 66 Company, Case No. 4:17-cv-00163-YGR, United States District Court for the Northern District of California. Served as Co-Lead Counsel in action brought on behalf of 500 Oil Refinery Operators for rest break violations. Matter settled in 2018 for \$5,500,000.

Murphy v. CVS Caremark, BC 464785, Los Angeles Superior Court. Class Counsel in wage and hour class action brought on behalf of more than 70,000 hourly employees. Suit

alleged various violations, including the failure to pay employees while subject to employer control during security checks. Matter settled in 2017, prior to trial, for \$12,750,000.

Diaz v. Accor Business and Leisure North America, Inc. dba Sofitel Hotel Los Angeles at Beverly Hills, Case No: BC 621422, Los Angeles Superior Court. Reached settlement on behalf of class with 450 estimated members in the Settling Class. Upon final approval of settlement in 2017, Defendants will pay a total amount of \$690,000.00.

Diaz v. Grill Concepts Services, Inc., dba Daily Grill, Case No. BC 542720, Los Angeles Superior Court. Served as Lead Counsel in bench trial to recover back wages, interest and waiting time penalties against hotel restaurant under the City of Los Angeles' Airport Hotel Living Wage Ordinance. In January 2017, plaintiffs prevailed on all claims at trial, and received a favorable judgement of \$864,756.84. The verdict was approved on appeal. *Diaz v. Grill Concepts Services, Inc.* (2018) 23 Cal.App.5th 859.

Aguilar v. Flying Foods Group Pacific, Inc., Case No. BC 553539, Los Angeles Superior Court. Represented Class of employees with claims of unpaid overtime and other wage and hour violations failures. As Class Counsel, sought damages, restitution and other relief for the Class for the time period from August 1, 2010 to the present. Assuming the 2017 Settlement receives final approval from the court, Defendants shall pay a total amount of \$4,150,000.00.

Barrientos v. Hilton Los Angeles Airport, Case No. BC403925, Los Angeles Superior Court. The Lawsuit was filed on December 16, 2008, and the alleged class period dated back to December 16, 2004. Parties agreed to resolve the Lawsuit by way of settlement in 2011. Defendants paid \$2,500,000.

USW v. ConocoPhillips Company, CV 08-2068 PSG, United States District Court. Class Counsel brought on behalf of refinery operators for on-duty meal periods. Case settled in 2013, prior to trial, for \$15,500,000. Published opinion can be found at (*United Steel, Paper & Forestry, Rubber, Mfg. Energy v. ConocoPhillips Co.* (9th Cir. 2010) 593 F.3d 802.)

Ochoa v Brisam LAX, Case No. BC 493242, Los Angeles Superior Court. Class Counsel in wage and hour class action against hotel for failing to pay employees the Living Wage under the City of Los Angeles' Airport Hotel Living Wage Ordinance. Matter settled for \$390,000.

Parmer v. Ziba Beauty Center, Inc., Case No. BC 392872, Los Angeles Superior Court. For unpaid wages and statutory penalties, agreed upon resolution by Settling Parties at \$250,000 in 2012.

Andrade v. Terra Universal (2011), Case No. 00473739-CU-OE-CX, Orange County Superior Court. Parties agreed to settle this action for \$450,000. The settlement was made in 2011, after over a year of extensive discovery and hard-fought litigation, for an amount that was proposed by the mediator, retired Superior Court Judge Haley Fromholz.

Small v. Brinderson, Case No. 04CC00717, Orange County Superior Court. Served as Lead Counsel for certified class of more than 5,000 construction trade employees for overtime, meal and rest break claims. Case resolved in 2010 for \$5,250,000.

Diaz v. ABM Industries, Inc., Case No. BC362932, Los Angeles Superior Court. Lead Counsel for certified class of more than 5,000 employees seeking damages for employer's failure to provide meal periods. Case resolved in 2011 for \$4,900,000.

Morales v. Aramark Corporation., CV-09-05565, U.S. District Court for the Central District of California. Lead Counsel for class of more than 20,000 food service workers alleging claims for meal and rest period, and overtime violations. Case resolved in 2010 for \$3,900,000.

Navarro v. Pacifica Hosts Hotels, Inc. (2008), Case No. BC352017, Los Angeles Superior Court. Class Counsel for class of more than 4,000 hourly employees at 19 hotels in California with claims of unpaid overtime, missed meal and rest breaks. Matter settled for in 2008 for \$6,500,000.

John Amaro v. the Ritz-Carlton, Huntington Hotel & Spa, Case No. BC 376739, Los Angeles Superior Court. Lead Counsel for class of 800 hotel workers alleging employer failed to pay wages and provide meal and rest breaks. Settled case in 2008 for \$975,000.

Soto v. Starwood Hotels & Resorts Worldwide, Inc., Case No. BC 352849, Los Angeles Superior Court. Class Counsel for hourly hotel workers at Westin LAX hotel alleging meal and rest break and overtime violations. Settled in 2007 for \$3,000,000.

Hernandez v. Tyco International (US) Inc., Case No. BC315749, Los Angeles Superior Court. Lead Counsel for class of 450 hourly production employees with claims for unpaid overtime, meal and rest break violations. Case resolved in 2008 with settlement of \$4,900,000.

De La Rosa v. ICC Collision Centers, Case No. BC 389024, Los Angeles Superior Court. Represented class of body shop workers who were denied overtime. Case settled in 2009 for nearly \$250,000.

Rogers v. Weyerhaeuser Corp., Case No. CV-05-06076 NM, U.S. District Court for the Central District of California. Class Counsel for 125 hourly employees alleging meal and rest break and overtime violations against employer. Settled in 2005 for \$1,500,000.

Pinney v. Great Western Bank, Case No. BC 146276 and CV-95-2110-IH, U.S. District Court for the Central District of California and LA Superior Court. Served as counsel in securities fraud and invasion of privacy class action. The matter settled in 1996 for more than \$16 Million.

Levitan v. TV Fanfare Media Inc., Case No. BC 241713, Los Angeles Superior Court. Served as Lead Counsel in Wage and Hour Class Action Case representing class of individuals misclassified as Independent Contractors. Los Angeles Superior Court Judge Charles W. McCoy granted final approval to the \$1.85 Million settlement in April of 2004.

Ruiz v. Jackson (2004), Case No. SC076090, Los Angeles Superior Court. In 2004, obtained jury verdict of \$825,000 on behalf of Philippine plaintiff brought to Los Angeles and forced to work 18 hours per day for more than one year without pay. Prevailed on all claims including false imprisonment, fraud, assault, battery and negligence against defendants, one of

whom was a lawyer and executive at Sony Pictures. Jury found that the defendants had wrongfully imprisoned Plaintiff by means of violence and threats.

Paige v. State of California, Case No. CV 94-0083 CBM U.S. District Court for the Central District of California. Served as Co-Lead Trial Counsel in the two-month class action trial involving claims against California Highway Patrol alleging discrimination in promotions against Non-White Officers.

Mesfun v. Hagos, Case No. CV 93-02182 MMM U.S. District Court for the Central District of California. Served as Lead Counsel in jury trial involving allegations of False Imprisonment and Labor Code Violations in front of Judge Margaret Morrow. Obtained a jury verdict on Labor Code claim against Defendant.

Mr. Renick also has substantial experience litigating antitrust class action cases in both state and federal courts. Mr. Renick is intimately familiar with the management and organization required to aggressively litigate complicated class action cases involving multiple cases and numerous co-counsel. Some of the antitrust matters in which he has served as counsel include:

In Re TFT-LCD (Flat Panel) Antitrust Litigation, MDL 7269 (Judge Illston) United States District Court, Northern District of California. Antitrust class action on behalf of direct purchasers of LCD screens alleging a nationwide class for price-fixing. The case settled for more than \$400,000,000.

In Re Dynamic Random-Access Memory Antitrust Litigation, MDL 1486 (Judge Hamilton) United States District Court, Northern District of California. Antitrust class action on behalf of direct purchasers of dynamic random-access memory (DRAM) alleging a nationwide class for price-fixing. The case settled for more than \$330,000,000.

In Re Vitamin Cases, J.C.C.P. No. 4076, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of vitamins. The case was settled for \$96,000,000.

In Re California Indirect Purchaser MSG Antitrust Cases, Master File No. 304471, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of Monosodium Glutamate. The case settled for more than \$11,000,000.

In Re Methionine Antitrust Litigation, MDL 1311, CRB, United States District Court, Northern District of California. A nationwide class action on behalf of direct purchasers of methionine alleging price-fixing. The case was settled for \$107,000,000.

In Re California Polychloroprene Cases, J.C.C.P. 4376, Los Angeles Superior Court. Statewide class on behalf of indirect purchasers for Polychloroprene. The matter settled for in excess of \$4,500,000.

In Re Urethane Cases, J.C.C.P. No. 4367, San Francisco Superior Court. Settlements of over \$9,000,000 in antitrust class action on behalf of all California indirect purchasers of urethane and urethane chemicals.

In Re The Harman Press et al. v. International Paper Co. et al., (Consolidated Cases) Master File No. CGC-04-432167, San Francisco Superior Court. Antitrust class action on behalf of all California indirect purchasers of publication paper.

In Re Label Stock Cases, J.C.C.P. No. 4314, San Francisco Superior Court. Antitrust class action on behalf of all California indirect purchasers of high pressure label stock.

In Re Richard Villa et al. v. Crompton Corporation et al., Consolidated Case No. CGC-03-419116, San Francisco Superior Court. Settlements of over \$2,000,000 antitrust class action on behalf of California indirect purchasers of EPDM.

In Re Russell Reidel et al. v. Norfalco LLC et al., Consolidated Case No. CGC-03-418080, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of sulfuric acid.

In Re Smokeless Tobacco Cases I-IV, J.C.C.P. Nos. 4250, 4258, 4259 and 4262, San Francisco Superior Court. Certified antitrust class action on behalf of California consumers of smokeless tobacco products. The case settled for \$99,000,000 with over \$25,000,000 allocated cy pres.

In Re Electrical Carbon Products Cases, J.C.C.P. No. 4294, San Francisco Superior Court (Private Entity Cases). Settlement of antitrust class action on behalf of California indirect purchasers of electrical carbon products.

In Re Laminate Cases, J.C.C.P. No. 4129, Alameda Superior Court. Antitrust class action on behalf of California indirect purchasers of high pressure laminate.

In Re Compact Disk Cases, J.C.C.P. No. 4123, Los Angeles Superior Court. Antitrust class action on behalf of California consumers of prerecorded compact disks. Settled for more than \$100,000,000.

In Re Purchaser Auction House Cases, Master Case No. 310313. San Francisco Superior Court. Antitrust class action on behalf of California auction buyers and sellers.

In Re Western States Wholesale Natural Gas Litigation, MDL 1566. Settlements of over \$150,000,000 in antitrust class action on behalf of California buyers of natural gas.

In Re NBR Cases, J.C.C.P. No. 4369, San Francisco Superior Court. Antitrust class action on behalf of California indirect purchasers of NBR.

In Re Intel Corp. Microprocessor Antitrust Litigation, MDL 05-1717 (JJF) USDC, District of Delaware. Antitrust class action on behalf of all consumers in the United States that indirectly purchased Intel x86 microprocessors.

In Re Vitamin C Antitrust Litigation, MDL 06-1738 (DTG)(JO), USDC, Eastern District of New York. Antitrust class action on behalf of all California indirect purchasers of Vitamin C.