

1 JAY SMITH (CA Bar No. 166105)  
(Email: js@gslaw.org)  
2 JOSHUA F. YOUNG (CA Bar No. 232995)  
(Email: jyoung@gslaw.org)  
3 **GILBERT & SACKMAN**  
**A LAW CORPORATION**  
4 3699 Wilshire Boulevard, Suite 1200  
Los Angeles, California 90010  
5 Telephone: (323) 938-3000  
Fax: (323) 937-9139

6 RANDY RENICK (CA Bar No. 179652)  
(Email: rrr@hadsellstormer.com)  
7 CORNELIA DAI (CA Bar No. 207435)  
(Email: cdai@hadsellstormer.com)  
8 **HADSELL STORMER RENICK & DAI LLP**  
9 128 North Fair Oaks Avenue, Suite 204  
Pasadena, California 91103-3645  
10 Telephone: (626) 585-9600  
Fax: (626) 577-7079

11 Attorneys for Plaintiffs Michelle Kendig and Jim Kendig  
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  
former employees,

18 Plaintiffs,  
19

20 v.

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

24 Defendants.  
25

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

Assigned to Hon. Michael W. Fitzgerald

**DECLARATION OF JOSHUA F. YOUNG  
IN SUPPORT OF MOTION FOR  
ATTORNEYS' FEES AND  
REIMBURSEMENT OF COSTS**



1 5. A selection of class actions in which I have participated are described  
2 briefly below:

- 3 a. *Clack v. Chevron Corp. et al., Los Angeles Superior Court Case No.*  
4 *BC649514; Filed February 6, 2017.* A motion for final approval of a  
5 settlement agreement in a refinery rest break case is pending.
- 6 b. *Valliere v. Tesoro Refining & Marketing Co., Northern District of*  
7 *California Case No. 3:17-cv-00123-JST; Filed January 1, 2017.* A motion  
8 for preliminary approval of a settlement agreement in a refinery rest break  
9 case is pending.
- 10 c. *Berlanga v. Equilon Enterprises LLC dba Shell Oil Products US, et al.,*  
11 *Case No. 4:17-cv-00282-MMC; Filed January 19, 2017.* Judge Maxine M.  
12 Chesney approved a settlement in a rest break case at Shell's refinery in  
13 Martinez, California on January 22, 2019.
- 14 d. *Buzas v. Phillips 66 Company, Northern District of California Case No.*  
15 *4:17-cv-00163; Filed January 12, 2017.* Judge Yvonne Gonzalez Rogers  
16 approved a settlement in a rest break case at Phillips 66's refineries in  
17 California. Final approval was granted on March 6, 2018.
- 18 e. *Bogdanovich et al. v. Angelus Sanitary Can Machine Co. et al., Los*  
19 *Angeles Superior Court Case No. BC499656; Filed January 22, 2013.*  
20 Plaintiffs alleged violations of California wage and hour laws, including  
21 meal periods provided after five hours of work. I was appointed Plaintiffs'  
22 Class Counsel after a contested class certification motion. The Los Angeles  
23 Superior Court certified a class on April 28, 2015. Final approval of a \$4.5  
24 million settlement in the case was granted in 2016.
- 25 f. *Gardner v. Shell Oil Company et al.; Northern District of California Case*  
26 *No. C 09-05876 CW; Filed November 17, 2009.* Judge Claudia Wilken  
27 granted approval of a settlement involving the a nearly identical class of  
28 employees as this case at Shell's Martinez refinery. Final Approval was

1 granted on October 1, 2012.

2 g. *Landre v. Shell Oil Company et al.; Central District of California Case No.*  
3 *CV10-5906 RGK; Filed July 7, 2010.* Plaintiffs filed suit against Shell Oil  
4 Company and other defendants for meal break and other claims at Shell's  
5 Southern California facilities, including the Carson Terminal and adjacent  
6 facilities at issue in this case. The case was settled in a global settlement  
7 with the *Gardner* case, above.

8 h. *United Steelworkers v. Shell Oil Company et al.; Central District of*  
9 *California Case No. CV08-0370 R-FMO; Filed April 25, 2008.* Plaintiffs  
10 sued Shell Oil Company and Tesoro Refining and Marketing Company  
11 over meal break and other claims. The case was settled in a global  
12 settlement with the *Gardner* case, above.

13 i. *United Steelworkers v. ConocoPhillips Co.; Central District of California*  
14 *Case No. 08-2068-PSG; Filed February 15, 2008.* Plaintiffs alleged  
15 various violations of the California Labor Code and the UCL. After a  
16 contested class certification motion, I was appointed class co-counsel to the  
17 class of approximately 900 members. The case settled after class  
18 certification for approximately \$15.5 million.

19 j. *United Steelworkers v. Chevron; Los Angeles Superior Court Case No.*  
20 *BC389675; Filed April 24, 2008.* Plaintiffs alleged various violations of the  
21 California Labor Code and the UCL. While our class certification motion  
22 was pending the case settled. I was appointed class co-counsel to the class  
23 of approximately 2,000 members. The case settled for approximately \$20  
24 million.

25 k. *United Steelworkers v. BP Products North America; Superior Court of Los*  
26 *Angeles County; Case No. BC389739; Filed April 25, 2008.* Plaintiffs  
27 alleged various violations of the California Labor Code and the UCL. The  
28 case settled prior to class certification for approximately \$5 million,

1 exclusive of attorney's fees, and I was then appointed class co-counsel to  
2 the class of approximately 500 members.

- 3 1. *United Steelworkers v. TXI; Superior Court of San Bernardino County:*  
4 *Case No. 802861; Filed May 19, 2008.* Plaintiffs brought an action for  
5 California Labor Code and UCL violations. I have served as lead counsel in  
6 this case from its inception. The case, brought on behalf of approximately  
7 200 workers, was settled on a classwide basis for approximately \$1.4  
8 million, plus \$100,000 in attorney's fees and costs.
- 9 m. *United Steelworkers v. ExxonMobil Pipeline Co.; Superior Court of Los*  
10 *Angeles County; Case No. BC393523; Filed June 27, 2008.* Plaintiffs  
11 brought an action for California Labor Code and UCL violations. The case  
12 settled for approximately \$450,000 for 40 class members.
- 13 n. *United Steelworkers v. ExxonMobil Refinery; Superior Court of Los*  
14 *Angeles County; Case No. BC393524; Filed June 27, 2008.* Plaintiffs  
15 brought an action for California Labor Code and UCL violations. The case  
16 brought on behalf of approximately 420 workers, was settled for  
17 approximately \$4.9 million, exclusive of fees.
- 18 o. *United Steelworkers v. BP Pipeline; Superior Court of Los Angeles County;*  
19 *Case No. BC393634; Filed July 1, 2008.* Plaintiffs brought an action for  
20 violations of the California Labor Code and UCL. The case settled prior to  
21 class certification for approximately \$500,000, exclusive of attorney's fees,  
22 and I was then appointed class co-counsel for approximately 50 members.
- 23 p. *United Steelworkers v. Marspring Corporation; Superior Court of Los*  
24 *Angeles County; Case No. BC394819; Filed July 18, 2008.* Plaintiffs  
25 brought an action for violations of the California Labor Code and UCL.  
26 The case settled prior to class certification for approximately \$100,000,  
27 exclusive of attorney's fees, and I was then appointed class counsel to the  
28 30 class members.



1 11. Attorneys and paralegals at my firm keep contemporaneous time records,  
2 maintained on a daily basis, which describe all legal tasks performed in six-minute (0.1-  
3 hour) increments. My firm uses a timekeeping program called Westlaw Time & Billing  
4 by eBillity. The software allows each timekeeper to enter and describe tasks they have  
5 completed in increments of 0.1-hour. The software also allows each timekeeper to use a  
6 timer which tracks the amount of time spent completing each task. Attorneys who bill  
7 time out of the office record their time manually into the system.

8 12. Attorneys at Gilbert & Sackman have expended a total of 160.7 hours on  
9 this matter through June 23, 2020, and the lodestar for Gilbert & Sackman for work  
10 performed on this matter to date is \$116,317.50. A summary of our firm's hours is as  
11 follows:

	<u>Title/Year of Graduation</u>	<u>Hours</u>	<u>Current Hourly Rate</u>	<u>Lodestar</u>
12	Joshua Young	150.8	\$750	\$113,100
13	Mitzi Marquez- 14 Avila	9.9	\$325	\$3,217.50

15 13. These hours include:

- 16
- 17 a. 30.9 hours performing due diligence and researching the case, attending  
18 union meetings to gather facts about the case and inform putative class  
19 members of the impending filing, preparing and filing the initial  
20 Complaint, communicating with the California Labor Workforce  
21 Development Administration, coordinating service of the Complaint,  
22 reviewing Defendants' removal to this Court, and conferring with opposing  
23 counsel regarding the initial pleadings.
- 24 b. 7 hours preparing the Rule 26 report, attending the Rule 26(f) conference,  
25 and preparing initial disclosures;
- 26 c. 56.6 hours reviewing documents and preparing for the mediation on August  
27 23, 2019, including preparation of a detailed damages model;  
28

1 communicating with class members about the status of the mediation; and  
2 attending the mediation;

- 3 d. 66.2 hours preparing the settlement agreement, reviewing bids from third-  
4 party administrators, preparing the Motion for Preliminary Approval of the  
5 settlement agreement, attending informational meetings with class  
6 members regarding the settlement, addressing raised by the settlement,  
7 including the concerns of employees working alternate shift schedules and  
8 employee concerns regarding the calculation of shifts worked by various  
9 employees, and preparing this motion.

10 14. I have personal knowledge of the hourly rates charged by other attorneys  
11 with comparable experience in the Los Angeles area, as well as for the attorneys at  
12 Gilbert & Sackman who worked on this matter. I believe that Gilbert & Sackman's  
13 hourly rates are fully consistent with the reasonable market rates in the Los Angeles  
14 area for attorneys with comparable experience, skill, and reputation. Indeed, Gilbert &  
15 Sackman's attorneys have been awarded fees at similar rates in other cases (January 22,  
16 2019, Order by Hon. Maxine M. Chesney granting fee motion in *Berlanga v. Equilon*  
17 *Enterprises LLC dba Shell Oil Products US, et al.*, Northern District of California Case  
18 No. 4:17-cv-00282-MMC, where fees were claimed for Joshua F. Young at a rate of  
19 \$725/hour; March 9, 2018, Order by Hon. Yvonne Gonzalez Rogers granting fee motion  
20 in *Buzas v. Phillips 66 Company*, Northern District of California Case No. 4:17-cv-  
21 00163, where fees were claimed for Joshua F. Young at a rate of \$700/hour). The  
22 requested rate represents an annual \$25 increase from these prior Orders granting  
23 attorneys' fees motions.

24 15. Attorneys in my firm have exercised billing judgment and excluded time  
25 entries that were duplicative, inefficient, or were arguably for administrative tasks.

26 16. The lodestar offered for evaluation of Plaintiffs' fee request includes time  
27 through June 23, 2020, but does not include all the time spent preparing and filing this  
28 motion for attorneys' fees and costs, resolving disputes filed by class members



1 regarding their settlement awards, responding to any objections by class members to the  
2 settlement, and preparing our motion for final approval. I anticipate that I will spend  
3 approximately 50 hours performing these tasks.

4 17. Gilbert & Sackman's representation in this case over the past year has  
5 required our small firm of 10 attorneys to forgo significant other fee-generating work so  
6 that we could devote our time to vigorously and successfully litigating this case. The  
7 matter was pursued on a wholly contingency basis.

8 18. I have spoken with the *Kendig* class representatives and the United  
9 Steelworkers union regarding Class Counsel's request for 25% of the common fund in  
10 attorneys' fees, and there has been no objection. To date, no class member has objected  
11 to the Settlement Agreement's provisions.

12 19. Class Counsel's work does not end with the approval of the Joint Settlement  
13 Agreement, nor with the approval of this application for attorneys' fees and costs.  
14 Continuing work will include supervising the claims process, answering settlement class  
15 members' questions and, if necessary, litigating any appeals or other motions that may  
16 yet be filed in the matter.

### 17 COSTS

18 20. **Total Costs Claimed** – Gilbert & Sackman maintains records regarding  
19 costs expended in each case. I have reviewed the records of costs expended in this  
20 matter. According to our records, Gilbert & Sackman has incurred \$3,745.97 in costs as  
21 of June 23, 2020. This amount is calculated using the same rates our firm charges for  
22 both contingency-fee and non-contingency-fee matters. These costs were reasonably  
23 incurred for the benefit of the Settlement Class and include costs associated with  
24 document production, travel, legal research, engaging a mediator, photocopying,  
25 postage, and other reasonable and customary litigation expenses.

26 21. **Copies.** My firm made 312 black and white copies in connection with this  
27 matter. My firm's billing rate charged to clients for black and white copies is 25 cents  
28 per page. The total charge for copies made in this action is \$78.

