

## Notice of Your Rights Regarding a Class Action for Marathon Operators & Maintenance Workers Employed at the former Martinez, California Refinery.

**A COURT AUTHORIZED THIS NOTICE.  
THIS IS NOT A SOLICITATION FROM A LAWYER.  
YOU ARE NOT BEING SUED.**

- Plaintiffs Anthony Alfaro and Aaron Dietrich (“Plaintiffs”) have sued Marathon Refining Logistics Service LLC (“Marathon”) alleging failure to pay California “reporting time pay” for standby time at Marathon’s Martinez Refinery and Chemical Plant, and derivative claims for failure to timely pay all wages at the time of separation from employment, failure to provide accurate pay statements, violation of the Unfair Competition Law Act, and penalties under the Private Attorneys General Act.
- The Court has authorized the lawsuit to proceed as a class action on behalf of current and former Operators employed by Marathon at the Refinery and Chemical Plant and Maintenance Workers employed at the Refinery at any time from June 24, 2015 through October 31, 2020.
- The Court has not decided whether Marathon did anything wrong. There is no money available now, and no guarantee there will be. However, your legal rights may be affected, and you have a choice to make now:

<b>YOUR OPTIONS AND LEGAL RIGHTS IN THIS LAWSUIT</b>	
<b>DO NOT RESPOND AND REMAIN IN THE CLASS</b>	<p><b>Stay in the lawsuit, but give up certain rights.</b></p> <p>If you do not respond to this Notice, you will remain in the lawsuit and will keep the possibility of getting money or benefits, if any, that may come as a result of a trial in this lawsuit if the employees who sued win. But you will be bound by any decisions in the lawsuit and will give up any rights to sue Marathon separately for the same legal claims in this case.</p>
<b>OPT OUT - REMOVE YOURSELF FROM THE LAWSUIT) BY (DEADLINE 11/7/2023)</b>	<p><b>Get out of the lawsuit. Get no benefits from the lawsuit, if any but keep certain rights.</b> If you do not want to be part of the lawsuit and be bound by the decisions in the lawsuit, you can remove yourself—or “opt out.” If you opt out of the lawsuit, you keep any rights to sue Marathon separately for the same legal claims in this case. However, if money or benefits are later awarded, you will not receive them.</p> <ul style="list-style-type: none"><li>• Your rights and options—and the deadlines to exercise them—are explained in this notice. To opt out of participation in this lawsuit, you must act before November 7, 2023.</li></ul>

- Plaintiffs must still prove their claims against Marathon. If they successfully obtain money or benefits, you will be notified about your eligibility for a share.

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## BASIC INFORMATION

### 1. Why did I get this notice?

Marathon's records show that, at some time from June 24, 2015 through October 31, 2020, you worked for Marathon in California as either (1) an Operator at the Martinez Refinery ("the Refinery") or Chemical Plant ("the Chemical Plant"), or (2) a Maintenance Worker at the Refinery. The Court has authorized the lawsuit to proceed on a class basis, but has not decided the merits of the case or whether or not any workers are entitled to any additional compensation. The lawsuit *Wood, et. al. v. Marathon Refining Logistics Service, LLC.*, Civil Action No. 4:19-cv-04287-YGR (the "Lawsuit") is proceeding in U.S. District Court, Northern District of California.

### 2. What is this lawsuit about?

The Lawsuit claims that during periods when employees were away from the facility and on "mandatory standby," they were "reporting to work" and, as a result should be entitled to what is called "reporting-time" pay. Specifically, Plaintiffs allege five claims: (1) Marathon failed to pay "reporting time pay" for standby time when Operators and Maintenance Workers were not required to report in person to the Refinery and Chemical Plant; (2) Marathon did not provide itemized pay statements; (3) Marathon's failure to pay reporting time pay timely also triggered an obligation to pay waiting time penalties to former Operators and Maintenance Workers, (4) Unfair Competition claim, and (5) civil penalties under the Private Attorneys General Act. The Lawsuit seeks reporting time pay, as well as penalties, interest, and attorneys' fees and costs.

### 3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Plaintiffs Alfaro and Dietrich) sue on behalf of other people who they allege have similar claims. The people together are called the "Class" or "Class Members." The company they sued, in this case Marathon, is called the Defendant. A class action allows the Court to resolve the claims of all the Class Members at the same time – except for those people who choose to exclude themselves ("opt out") from the class.

### 4. How does Marathon answer?

Marathon denies all of Plaintiffs' claims. Marathon claims Plaintiffs' union representatives negotiated multiple collectively-bargained agreements that address in part bargaining unit members' voluntarily enrollment on overtime standby lists and related and intertwined terms and conditions regarding the distribution of standby, and that various Operating Units and Maintenance crafts entered other alternative arrangements regarding standby, and were permitted to enter trades and other arrangements to distribute standby overtime opportunities. Marathon further contends on call standby is not "reporting" to work, and is fully compliant with longstanding California law regarding uncompensated on call time. Further, if an employee reported to work for standby, the employee was paid. Indeed, if a union member believed Marathon used the program improperly, the member could file a grievance.

### 5. Has the Court decided who is right?

No. The Court has not decided whether Plaintiffs or Marathon is correct.

### 6. What are Plaintiffs asking for on behalf of the Class?

The class period runs from June 24, 2015 through October 31, 2020 for the claim under the Unfair Competition Law (UCL) involving unpaid reporting time pay. For this claim, Plaintiffs are seeking to recover between two (2) and four (4) hours of pay for each shift during which an Operator was assigned to Standby and was not required to physically report to the Refinery or Chemical Plant for work in person, or that a Maintenance Worker was assigned

to Standby and was not required to physically report to the Refinery. Plaintiffs further allege derivative claims for various penalties under the Labor Code and Wage Order.

Marathon denies all of Plaintiffs' claims and asserts that the collectively bargained standby overtime arrangements and opportunities for individual participation are fully compliant with the law. Marathon further denies that reporting time penalties are available forms of relief under the UCL or, even if recoverable, are subject to reporting requirements on wage statements.

**7. Is there any money available now?**

No reporting time pay or penalties are available now because the Court has not yet decided whether Marathon did anything wrong, nor have the two sides settled the case. There is no guarantee that money will be obtained.

**WHO IS IN THE CLASS?**

**8. Who is in the Class?**

As to claims for reporting time pay, wage statements, and unfair business practices, the **Operator Class** includes:

All Operators working at the Refinery and Chemical Plant of Marathon Refining Logistics Services LLC ("Marathon") in Martinez, California, who were assigned standby coverage at any time from June 24, 2015, four years prior to the filing of this complaint, up to and continuing through October 31, 2020, when Marathon ended operations at the facility, including the period June 24, 2015 through October 1, 2018, when Tesoro Refining and Marketing Company LLC owned and operated the refinery.

As to claims for reporting time pay, wage statements, and unfair business practices, the **Maintenance Worker Class** includes:

All Maintenance Workers working at the Refinery of Marathon Refining Logistics Services LLC ("Marathon") in Martinez, California, who were assigned standby coverage at any time from June 24, 2015, four years prior to the filing of this complaint, up to and continuing through October 31, 2020, when Marathon ended operations at the facility, including the period June 24, 2015 through October 1, 2018, when Tesoro Refining and Marketing Company LLC owned and operated the refinery.

As to the claim for waiting time penalties, the Court certified two sub-classes, as follows:

Operator Waiting Time Penalty Subclass

All Operators employed and separated from employment (either by involuntary termination or resignation) at the Refinery and Chemical Plant of Marathon Refining Logistics Services LCC ("Marathon"), in Martinez, California, who were assigned standby coverage at any time from June 24, 2016 through October 31, 2020, when Marathon ended operations at the facility, including the period June 24, 2016 through October 1, 2018, when Tesoro Refining and Marketing Company LLC owned and operated the refinery, and who, upon separation from employment, did not timely receive all wages owed as a result of reporting obligations.

Maintenance Worker Waiting Time Penalties Sub-Class

All Maintenance Workers employed and separated from employment (either by involuntary termination or resignation) at the Refinery of Marathon Refining Logistics Services LCC ("Marathon"), in Martinez, California, who were assigned standby coverage at any time from June 24, 2016 through October 31, 2020, when Marathon ended operations at the facility, including the period June 24, 2016 through October 1, 2018, when Tesoro Refining and Marketing Company

LLC owned and operated the refinery, and who, upon separation from employment, did not timely receive all wages owed as a result of reporting obligations.

If you are still not sure whether you are included, you can get free help by calling or writing to the lawyers in this case (the lawyers' contact information is listed below).

## **YOUR RIGHTS AND OPTIONS**

You must decide now whether to stay in the Class or ask to be excluded.

### **9. What happens if I do not opt out of the lawsuit?**

If you do not opt out of the lawsuit, you are staying in the Class. If you stay in the Class and the Plaintiffs obtain money or penalties, you will be notified about how to apply for a share.

Keep in mind that if you do nothing now, regardless of whether the Plaintiffs win or lose, you will not be able to sue, or continue to sue, Marathon as part of any other lawsuit about the same legal claims that are the subject of this lawsuit. This means that if you do nothing, it is Plaintiffs' position you *may* only be able to sue for Reporting Time Pay and related violations that occurred *after* October 31, 2020. Marathon denies that any class member who remains in the class may separately sue for any alleged violations, including those after October 31, 2020. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action.

### **10. Why would I ask to be excluded?**

If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you will not get any money or penalties from this lawsuit even if the Plaintiffs obtain them. However, you may then be able to sue or continue to sue Marathon for reporting time pay and related relief. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you proceed with your own lawsuit against Marathon after you exclude yourself, you will have to pursue your claims separately from this case and you may need to hire and pay your own lawyer for that lawsuit. If you do exclude yourself in order to pursue your own lawsuit against Marathon, you should talk to your own lawyer soon, because your claims may be subject to certain deadlines (the legal term for this is “statutes of limitations”).

### **11. How do I ask the Court to exclude me from the Class?**

To ask to be excluded, you must send an “Exclusion Request” either by email or by mail, stating that you want to be excluded from *Wood et al. v. Marathon*. Be sure to include your first and last name and address and sign the letter (if by mail). You may email your Exclusion Request to [WoodVMarathon@cptgroup.com](mailto:WoodVMarathon@cptgroup.com) or mail your Exclusion Request postmarked by November 7, 2023, to: Wood et al. v. Marathon, c/o CPT Group, Inc.; 50 Corporate Park; Irvine, CA 92606.

## **THE LAWYERS REPRESENTING YOU**

### **12. Do I have a lawyer in this case?**

Yes. The Court decided that the law firms of Weinberg, Roger & Rosenfeld, P.C. of Emeryville, California and Leonard Carder, LLP, of Oakland, California are qualified to represent you and all Class Members in this lawsuit. Together the law firms are called “Class Counsel.” More information about these law firms, their practices, and their lawyers' experience is available at [www.unioncounsel.net](http://www.unioncounsel.net) and [www.leonardcarder.com](http://www.leonardcarder.com). Contact information for Class Counsel is provided in question 20, below.

### **13. How will the lawyers be paid?**

If Class Counsel gets money for benefits for the Class, they may ask the Court for fees and expenses. You will not have to pay these fees and expenses directly. If the Court grants Class Counsel's request, the fees and expenses would either be deducted from any money obtained for the Class or paid separately by Marathon.

## **WHAT HAPPENS NEXT**

### **14. How and when will the Court decide who is right?**

Unless the case is resolved by a motion, Class Counsel will have to prove the Plaintiffs' claims at a trial. During the trial, a jury or the Judge will hear all of the evidence and reach a decision about whether the Plaintiffs or Marathon are right about the claims in the lawsuit.

### **15. Do I have to come to the trial?**

You do not need to attend the trial, unless you are called as a witness. That is, as a class member, you are subject to potentially being called as a trial witness. Class Counsel will present the case for the Plaintiffs, and Marathon will present the defenses. If you are not a trial witness, you or your own lawyer may attend the trial to observe at your own expense.

## **GETTING MORE INFORMATION**

### **16. Are more details available?**

You may contact the lawyers:

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**Please do not contact the Court for more information regarding this lawsuit.**