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22 Attorneys for Plaintiffs MARCO DIMERCURIO
23 and JOHN LANGLITZ

24 *Additional Counsel Listed on Following Page*

25 SUPERIOR COURT OF THE STATE OF CALIFORNIA

26 IN AND FOR THE COUNTY OF CONTRA COSTA

27 MARCO DIMERCURIO, and JOHN
28 LANGLITZ, on behalf of themselves and others
similarly situated,

Plaintiffs,

v.

MARTINEZ REFINING COMPANY LLC, and
DOES 1 THROUGH AND INCLUDING 25,

Defendants.

Case No. MSC20-01257

[ASSIGNED FOR ALL PURPOSES TO
JUDGE CHARLES S. TREAT, DEPARTMENT 12]

JUDGMENT

Compliance Hearing: April 19, 2024

Time: 9:00 A.M.

Dept.: 12

Judge: Honorable. Charles S. Treat

Complaint Filed: July 2, 2020

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Co-Counsel for Plaintiffs MARCO DIMERCURIO
and JOHN LANGLITZ

1 This above-entitled matter came before the Honorable Charles S. Treat, pursuant to the
2 motions filed by Plaintiffs Marco DiMercurio and John Langlitz (“Plaintiffs”) for Final Approval
3 of the Class Action Settlement and Attorneys’ Fees and Costs, filed on December 19, 2023. The
4 Court had signed an Order granting Plaintiffs preliminary approval of the class action settlement
5 and conditional class certification on October 16, 2023.

6 Plaintiffs’s Motion for Final Approval of the Class Action Settlement and
7 Attorneys’ Fees and Costs was scheduled for hearing on January 18, 2024 at 9:00 a.m. in
8 Department 12 before Honorable Charles Treat of the Contra Costa County Superior Court. The
9 Court issued a Tentative Ruling on January 17, 2024, which was not contested by any of the
10 parties. Accordingly, the Court adopted its Tentative Ruling as the Order of the Court. The
11 Court finds that the Parties have complied with the Preliminary Approval Order and that the
12 Settlement Agreement is fair, adequate, and reasonable.

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that judgment on the
14 merits be entered as follows:

15 **1. Incorporation of Defined Terms and the Settlement Agreement**

16 The proposed settlement agreement (the “Settlement Agreement” or “Agreement”) is
17 attached to the Supplemental Declaration of Aaron Kaufmann in support of Plaintiffs’ Motion For
18 Preliminary Approval Of Class Action Settlement & Conditional Class Certification as Exhibit 1
19 filed on September 12, 2023. The Court, for purposes of this Judgment Granting Final Approval
20 of Class Action Settlement and Dismissing Claims (the “Final Judgment”), adopts the terms and
21 definitions set forth in the Agreement.

22 **2. Release**

23 The Agreement contains language releasing Defendant from “any and all claims,
24 judgments, liens, losses, debts, liabilities, demands, contracts, disputed wages, obligations,
25 guarantees, penalties, costs, expenses, attorneys’ fees, damages, indemnities, actions, causes of
26 action, and obligations of every kind and nature in law, equity or otherwise, known or unknown,
27 suspected or unsuspected, disclosed or undisclosed, contingent or accrued, occurring up to the
28 execution of this Settlement Agreement, which the Plaintiffs now owns or holds or has at any

1 time heretofore owned or held, arising out of or in any way connected with the Plaintiffs’
2 employment, separation of employment, or any other relationship with, any Defendant or
3 Released Party, or any other transactions, occurrences, acts or omissions or any loss, damage or
4 injury whatever, known or unknown, suspected or unsuspected, resulting from any act or
5 omission by or on the part of said Defendant or Released Party, committed or omitted prior to the
6 date of the Preliminary Approval Order.” (Settlement Agreement III.G.) All Released Claims of
7 Plaintiffs and the Class are hereby released as against Defendant and all other Released Parties as
8 defined in the Settlement. As of the Effective Date of the Settlement, as defined in the Settlement,
9 all of the Released Claims of each Class Member who did not timely opt out, as well as the Class
10 Representatives’ Released Claims, are and shall be deemed to be conclusively released as against
11 Defendant. Except as to such rights or claims that may be created by the Settlement, all Class
12 Members as of the date of this Judgment who did not timely opt out are hereby forever barred and
13 enjoined from commencing or prosecuting any of the Released Claims, either directly,
14 representatively or in any other capacity, against Defendant.

15 **3. Retention of Jurisdiction**

16 Without affecting the finality of the Court’s judgment in any way, the Court retains
17 jurisdiction over this matter for purposes of resolving issues relating to the interpretation,
18 administration, implementation, effectuation, and enforcement of the Settlement Agreement.

19 **4. Terms of the Agreement & Claims Administration**

20 The parties and the Claims Administrator are hereby ordered to comply with the terms of
21 the Settlement Agreement. Additionally, the Court will hold a Compliance Hearing at 9:00 a.m.
22 on April 19, 2024, after the settlement has been completely implemented. Class Counsel shall
23 submit a compliance statement on April 9, 2024, one week before the date of the Compliance
24 Hearing.

25 **5. Final Judgment**

26 This document constitutes a final judgment. The Court finds that this Final Judgment
27 should be entered and that there is no just reason for delay in the entry of this Final Judgment as
28

1 to Plaintiffs and the Class and Defendant. Accordingly, the Clerk is hereby directed to enter
2 Judgment forthwith.

3 **IT IS SO ORDERED.**

4 Dated: _____, 2024

5 _____
6 HONORABLE CHARLES S. TREAT
7 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

8 **APPROVED AS TO FORM AND CONTENT:**

9 Dated: February 7, 2024

10 WEINBERG, ROGER & ROSENFELD
11 A Professional Corporation

12 By: _____

13 

14 KRISTINA L. HILLMAN
15 JANNAH V. MANANSALA
16 ROBERTA D. PERKINS
17 CAITLIN GRAY
18 ALEXANDER S. NAZAROV
19 MAXIMILLIAN D. CASILLAS
20 WINNIE VIEN

21 Attorneys for Plaintiffs MARCO DIMERCURIO
22 and JOHN LANGLITZ

23 Dated: February 7, 2024

24 LEONARD CARDER, LLP

25 By: _____

26 

27 DAVID POGREL
28 AMANDA EATON

Co-Counsel for Plaintiffs
MARCO DIMERCURIO and JOHN LANGLITZ

Dated: February 7, 2024

LAFAYETTE & KUMAGAI LLP

By: _____



GARY T. LAFAYETTE
BRIAN H. CHUN
INGRID AHUJA

Attorneys for Defendant
MARTINEZ REFINING COMPANY LLC

1 **PROOF OF SERVICE**
2 **(CCP §1013)**

3 I am a citizen of the United States and resident of the State of California. I am employed
4 in the County of Alameda, State of California, in the office of a member of the bar of this Court,
5 at whose direction the service was made. I am over the age of eighteen years and not a party to
6 the within action.

7 On February 12, 2024, I served the following documents in the manner described below:

8 **JUDGMENT**

- 9 **BY ELECTRONIC SERVICE:** By electronically mailing a true and correct copy
10 through Weinberg, Roger & Rosenfeld's electronic mail system from
maranda@unioncounsel.net to the email addresses set forth below.

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Attorneys for Defendant
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Co-Counsel for Plaintiffs
MARCO DIMERCURIO,
and JOHN LANGLITZ

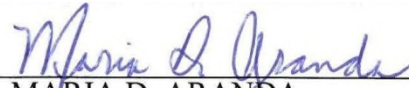
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1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed on February 12, 2024 at Emeryville, California.

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5 MARIA D. ARANDA
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