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13
 14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

17 JENNIFER ANDERSON, on behalf of herself
 and on behalf of a Class of all other persons
 18 similarly situated

19 Plaintiff,

20 vs.

21 CHEVRON U.S.A., INC., a Delaware
 Corporation; and DOES 1 through 100,
 22 inclusive,

23 Defendants.

Case No.: 3:17-cv-00103-EMC

CLASS ACTION

Assigned For All Purposes To:
Hon. Edward M. Chen

**JOINT STATUS REPORT AND REQUEST
 TO CONTINUE STATUS CONFERENCE**

Current Status Conference

Date: August 16, 2018

Time: 10:30 a.m.

Location: Courtroom 5, 17th Floor

Complaint Filed: September 7, 2016

Removed: January 9, 2017

1 **JOINT STATUS REPORT**

2 Plaintiff, Jennifer Anderson (“Plaintiff”), on behalf of herself and other similarly situated
3 employees of Defendant Chevron U.S.A. Inc. (“Defendant”) (collectively, “the Parties”), by and
4 through their respective counsel of record, hereby provide the following update on the litigation.

5 The parties completed the first session of mediation on **October 16, 2017** in San Francisco
6 with **Michael Dickstein, Esq.**, and made substantial progress towards arriving at a resolution. The
7 parties left their initial mediation session – after allowing time for further internal analysis – with an
8 agreement to reengage after 30 days through continued negotiations facilitated by Mr. Dickstein.
9 Counsel for the parties and the *Vincent Clack, Orlando Sampayo and Albert Vega Jr., et al. v.*
10 *Chevron Corporations, et al.*, Los Angeles Superior Court Case No. BC649514, (the “Clack” case).¹
11 Counsel agreed to mediate the case jointly and have been working diligently on resolving the matter
12 making continued moves after the **October 16, 2017** mediation through the mediator.

13 Plaintiffs continue to confer and correspond with each other and with Mr. Dickstein and are
14 working to determine if a Settlement of both matters is possible and to address the necessary
15 procedure for seeking approval of a global resolution.

16 **RECITALS**

17 Plaintiff, Jennifer Anderson (“Plaintiff”), on behalf of herself and other similarly situated
18 employees of Defendant Chevron U.S.A. Inc. (“Defendant”) (collectively, “the Parties”), by and
19 through their respective counsel of record, hereby stipulate to, and jointly request, the Court to enter
20 the concurrently provided [Proposed] Order approving the Parties’ Joint Stipulation to Continue their
21 upcoming Status Conference currently set for **August 16, 2018 and other related dates**. This
22 Stipulation is based on the following:

23 1. Plaintiff filed her Class Action Complaint on **September 7, 2016** in Contra Costa
24 County Superior Court (Case No. MSC16-01724). On **November 16, 2016**, Plaintiff filed her First
25 Amended Class Action Complaint (“FAC”), which is the operative pleading, asserting the following

26 _____
27 ¹ *Clack* is currently pending in Los Angeles County Superior Court before Hon. Carolyn B. Kuhl and was filed on
28 **February 6, 2017** with a proposed class limited to Operators who worked in the refineries and their claims for failure to
provide rest periods and derivative claims. *Clack* was currently stayed by the Superior Court pending resolution of this
(Anderson) action.

1 causes of action against Defendant: (1) Failure to pay wages pursuant to the FLSA [29 U.S.C. §§
2 206, 207]; (2) Failure to pay overtime compensation; (3) Failure to provide meal periods; (4) Failure
3 to provide rest periods; (5) Failure to provide accurate itemized wage statements; (6) Failure to pay
4 wages for hours worked; (7) Failure to pay wages due and payable twice monthly; (8) Failure to
5 comply with written request to inspect or copy records; (9) Failure to reimburse business expenses;
6 (10) Failure to pay wages upon termination of employment; (11) Unlawful competition and unlawful
7 business practices; and (12) Violations of the Private Attorneys' General Act ("PAGA"). (See Dkt.
8 #1, Exhibit A for FAC).

9 2. Defendant removed the action to this Court on **January 9, 2017** (Dkt. No. 1), asserting
10 that the Court has subject matter jurisdiction arising under a federal question pursuant to 28 U.S.C. §
11 1331, specifically with regard to Plaintiff's First Cause of Action for Failure to Pay Wages pursuant
12 to the FLSA, 29 U.S.C. §§ 206, and 207. Plaintiff has not yet challenged this jurisdiction or sought
13 remand.

14 3. On **May 5, 2017**, the Court conducted its Initial Case Management Conference with
15 the Parties and, in advance of the Conference, counsel conducted meet and confer discussions and
16 exchanged correspondence, including regarding the possibility of early amicable resolution of
17 Plaintiff's class and collective claims through private mediation.

18 **Stipulation and Request for Continued Status Conference**

19 4. Per the **May 5, 2017** Case Management Conference, the Court set a further conference
20 as well as a mediation completion deadline for **September 14, 2017**.

21 5. The Parties had trouble agreeing on a mediation date based on the conflicting
22 schedules of all involved as well as the inclusion of counsel in a related case, *Vincent Clack, Orlando*
23 *Sampayo and Albert Vega Jr., et al. v. Chevron Corporations, et al.*, Los Angeles Superior Court
24 Case No. BC649514, (the "*Clack*" case).

25 6. Ultimately, all counsel agreed to schedule mediation in an attempt to negotiate a
26 global resolution. A mediation date was arranged with **Michael Dickstein Esq.** on **October 16, 2017**
27 in San Francisco, California. As a result, the parties stipulated to continue the mediation completion
28 deadline to **November 1, 2017** and the Case Management Conference to **November 9, 2017 at 10:30**

1 **a.m.**, which the Court approved on **September 5, 2017**. (Dkt. No. 28). On **October 30, 2017**, the
2 Court changed the start time of the Conference to **November 9, 2017** at **1:30 p.m.** (Dkt. No. 29)
3 Then, on **November 1, 2017**, the Court changed the start time back to 10:30 a.m. (Dkt. No. 30). The
4 Court also required submission of a Case Management Statement by **November 2, 2017**.

5 7. As they had planned, the parties completed the first session of mediation on **October**
6 **16, 2017** in San Francisco with **Michael Dickstein, Esq.**, and made substantial progress towards
7 arriving at a resolution. The parties left their initial mediation session – after allowing time for
8 further internal analysis – with an agreement to reengage after 30 days through continued
9 negotiations facilitated by Mr. Dickstein. Counsel for the parties and the *Clack* plaintiffs continue to
10 confer and correspond with each other and with Mr. Dickstein and are working to determine if a
11 Settlement of both matters is possible and to address the necessary procedure for seeking approval of
12 a global resolution.

13 8. The parties have engaged in continued settlement discussions, both directly with each
14 other and through the mediator. The mediator recently conveyed Plaintiff's new demand. Defendant
15 is evaluating the demand and has also engaged an expert to calculate

16 9. The parties are making progress and continue to communicate with the mediator on an
17 ongoing basis. However, given that the parties are attempting to resolve two separate actions, with
18 over a dozen claims, and the complexity of the allegations, defenses, and alleged damages/penalties,
19 the settlement process has taken longer than the parties expected. Further, Defendant's counsel started
20 trial in another matter on February 20, 2018 which is expected to last approximately four (4) weeks.

21 10. The parties have all conducted a first round of written discovery and the first session
22 of Plaintiff's deposition was completed in Tennessee. In order to save costs and resources, the parties
23 elected to focus of ongoing settlement discussions before engaging in further discovery.

24 10. The parties therefore respectfully request the Court to continue the upcoming Status
25 Conference set for **August 16, 2018**, at 10:30 a.m. to **September 28, 2018** at 10:30 a.m., or to a date
26 thereafter that is convenient to the Court.

27 11. The parties are continuing to engage in active settlement discussions.

28 ///

1 Dated: August 13, 2018

QUINTILONE & ASSOCIATES

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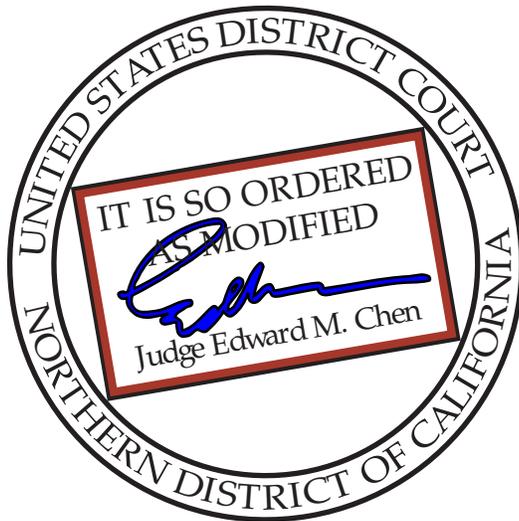
4 By: _____
5 RICHARD E. QUINTILONE II,
6 GEORGE A. ALOUPAS
7 Attorneys for Plaintiff JENNIFER ANDERSON,
8 on behalf of herself and on behalf of a Class of all
9 other persons similarly situated and the collective

10 Dated: August 13, 2018

DUANE MORRIS, LLP

11 By: _____ /s/
12 ROBERT D. EASSA,
13 DELIA A. ISVORANU
14 Attorneys for Defendant, CHEVRON U.S.A. INC.

15 IT IS SO ORDERED as modified above.



1 **PROOF OF SERVICE**

2 I, the undersigned, declare as follows:

3 I am a citizen of the United States, over the age of 18 years, and not a party to the within action. I am an
4 employee of or agent for Quintilone & Associates, whose business address is 22974 El Toro Rd., Suite 100,
Lake Forest, CA 92630-4961.

5 On **August 13, 2018**, I served the foregoing document(s):

6 **JOINT STIPULATION TO CONTINUE STATUS CONFERENCE**

7 on the following parties in this action addressed as follows:

8 **SEE ATTACHED SERVICE LIST**

9 _____ (**BY MAIL**) I caused a true copy of each document, placed in a sealed envelope with postage fully
10 paid, to be placed in the United States mail at Lake Forest, California. I am "readily familiar"
11 with this firm's business practice for collection and processing of mail, that in the ordinary course
of business said document(s) would be deposited with the U.S. Postal Service on that same day. I
understand that the service shall be presumed invalid if the postal cancellation date or postage
meter date on the envelope is more than one day after the date of deposit for mailing contained on
this affidavit.

12 _____ (**BY OVERNIGHT DELIVERY**) I caused a true copy of each document, placed in a sealed
13 envelope with delivery fees provided for, to be deposited in a box regularly maintained by Federal
Express or Overnight Express. I am readily familiar with this firm's practice for collection and
14 processing of documents for overnight delivery and know that in the ordinary course of
Quintilone & Associates' business practice the document(s) described above will be deposited in a
15 box or other facility regularly maintained by Federal Express or Overnight Express or delivered to
a courier or driver authorized by Federal Express or Overnight Express to receive documents on
16 the same date it is placed at Quintilone & Associates for collection.

17 _____ (**BY FACSIMILE**) By use of facsimile machine number 949.458.9679, I served a copy of the
18 within document(s) on the above interested parties at the facsimile numbers listed above. The
transmission was reported as complete and without error. The transmission report was properly
issued by the transmitting facsimile machine.

19 X (**BY E-MAIL**) I caused a true and correct copy of each document to be delivered by Electronic
20 Mail.

21 Executed on **August 13, 2018**, at Lake Forest, California

22 X (**FEDERAL**) I declare that I am employed in the office of a member of the bar of this court at
23 whose direction the service was made.

24 _____ (**STATE**) I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

25 

26 RICHARD E. QUINTILONE II

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8 **Marinelli**

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10 **Q&A Case No.: 16.01263**
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