

NOTICE OF COLLECTIVE ACTION SETTLEMENT

*Jones, et al. v. CertifiedSafety, Inc., et al., Case No. 3:17-cv-02229-EMC (N.D. Cal.),
and related cases*

YOU FILED AN OPT-IN FORM TO ASSERT FAIR LABOR STANDARDS ACT CLAIMS IN A LAWSUIT AND MAY THEREFORE BE ENTITLED TO PAYMENT FROM A PROPOSED COLLECTIVE ACTION SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. YOU WILL RECEIVE AN ESTIMATED AMOUNT OF \$<<Total estimated award>>.

PLEASE READ THIS NOTICE CAREFULLY.

1. Why Did I Get This Notice?

A proposed collective action settlement (the “Settlement”) has been reached in *Jones, et al. v. CertifiedSafety, Inc., et al.*, Case No. 3:17-cv-02229-EMC (N. D. Cal.), and its related cases (the “Actions”).¹ You received this Notice of Settlement (“Notice”) because you submitted an opt-in form to become an Opt In Plaintiff and assert federal Fair Labor Standards Act (“FLSA”) claims in one of the Actions. **You are therefore entitled to receive money from the Settlement, as described below, if the Court grants Final Approval of the Settlement.**²

NOTE: *You are a member of the FLSA collective of Opt In Plaintiffs, which asserts federal law wage and hour claims under the federal FLSA. Because you opted in, you are an Opt In Plaintiff. You will receive money for your federal FLSA claims under the Settlement. Because you consented to join this action as an Opt In Plaintiff and to be bound by any judgment, you cannot opt out of the Settlement and you will release your federal FLSA claims if the Court grants Final Approval of the Settlement.*

2. Why Should You Read This Notice?

This Notice explains the Settlement that has been reached in the Actions. It explains your rights to share in the monetary proceeds of this Settlement. The United States District Court for the Northern

¹ The related cases are *Crummie v. CertifiedSafety, Inc., et al.*, No. 3:17-cv-03892-EMC; *Ross v. CertifiedSafety, Inc., Chevron Corporation, and Chevron U.S.A, Inc.*, No. 3:18-cv-04379-EMC; *Jones v. CertifiedSafety, Inc., Andeavor F/K/A Tesoro Corporation, and Tesoro Refining & Marketing Company LLC*, No. 3:19-cv-01338-EMC; *Jones v. CertifiedSafety, Inc. and Phillips 66 Company*, No. 3:19-cv-01380; *Jones v. CertifiedSafety, Inc. and CITGO Petroleum Corporation*, No. 3:19-cv-01381-HSG; *East v. CertifiedSafety, Inc. and United Refining Company*, No. 3:19-cv-01427-EMC; and *Jones v. CertifiedSafety, Inc., Shell Oil Company, and Shell Oil Products Company, LLC*, No. 3:19-cv-01428-EMC.

² The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at www.CertifiedSafetySettlement.com.

District of California has approved the Settlement as fair and reasonable as it applies to Opt In Plaintiffs, but it still needs to issue Final Approval of the Settlement as a whole, including as it applies to other individuals. The Court will hold a Final Approval hearing on May 28, 2020 at 1:30, to make a final fairness determination with respect to the state law class action claims in the Actions, before the Honorable District Judge Edward M. Chen at the San Francisco Courthouse, Courtroom 5 - 17th Floor, 450 Golden Gate Avenue, San Francisco, California 94102.

3. What Are the Actions About?

The Actions allege that individuals whom CertifiedSafety employed as non-exempt Safety Attendants and Safety Foremen were not compensated for all hours worked, were not paid minimum, straight time, overtime, or double time wages, were not provided meal and rest breaks, were not paid all wages due upon termination, were not provided timely and compliant itemized wage statements, and were not reimbursed for necessary business expenses. The Actions further allege that CertifiedSafety and certain oil refineries – Andeavor (f/k/a Tesoro Corporation) and Tesoro Refining & Marketing Company LLC, Chevron Corporation and Chevron U.S.A. Inc., CITGO Petroleum Corporation, Phillips 66 Company, Shell Oil Company and Shell Oil Products Company LLC, and United Refining Company – jointly employed the Safety Attendants and Safety Foremen, and therefore are jointly liable for the alleged wage and hour violations. CertifiedSafety and these oil refinery companies are together referred to as the “Defendants.” The Actions are brought by Plaintiffs and Class Representatives Harold Jones, Jr., Tierre Crummie, Genea Knight, Michael East, Marcellous Ross, Sandra Turner, and George Azevedo, Jr. (collectively, “Class Representatives”), and seek recovery of unpaid wages, statutory damages, civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), restitution, interest, and attorneys’ fees and costs. The claims in the Actions are brought under federal law and the applicable state laws of, Alaska, California, Illinois, Minnesota, Ohio, and Washington.

Defendants contend that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that the wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, and expense reimbursement, are lawful and have been lawful throughout the relevant time period. Andeavor (f/k/a Tesoro Corporation) and Tesoro Refining & Marketing Company LLC, Chevron Corporation and Chevron U.S.A. Inc., CITGO Petroleum Corporation, Phillips 66 Company, Shell Oil Company and Shell Oil Products Company LLC, and United Refining Company also deny the allegations that they jointly employed Safety Attendants and Safety Foremen. Defendants also contend that the Class Representatives’ claims do not meet the requirements for collective-action certification.

This Settlement is the result of good faith, arm’s length negotiations between the Class Representatives and Defendants, through their respective attorneys. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Opt In Plaintiffs. This Settlement is a compromise and is not an admission of liability on the part of Defendants. By

agreeing to settle, Defendants do not admit, and expressly deny, liability on any of the factual allegations or claims in the Actions.

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at www.CertifiedSafetySettlement.com. The Settlement website allows interested persons to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and the Notices of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

4. What Are the Terms of the Settlement?

CertifiedSafety has agreed to pay Six Million Dollars (\$6,000,000.00) to settle this lawsuit (the "Gross Settlement Amount"), inclusive of the claims of all Opt In Plaintiffs and state law Class Members (the "Rule 23 Class Members").³ Deductions from this amount will be made for attorneys' fees and costs for Class Counsel (up to \$2,100,000.00, plus attorneys' costs not to exceed \$70,000.00; see below), settlement administration costs (estimated to be \$66,000.00), and service awards in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) in total to Class Representatives Harold Jones, Jr., Tierre Crummie, Genea Knight, Michael East, Marcellous Ross, Sandra Turner, and George Azevedo, Jr. for their service to the Opt In Plaintiffs and the Rule 23 Class Members. The requested service awards are \$15,000.00 each for Class Representatives Jones, Knight, and Crummie; \$10,000.00 each for Class Representatives Ross and East; and \$5,000.00 each for Class Representatives Azevedo and Turner. After deductions of these amounts, what remains of the Gross Settlement Amount (the "Net Settlement Amount") will be available to pay monetary Settlement awards to (i) Class Representatives; (ii) Opt In Plaintiffs, and (iii) all Rule 23 Class Members who do not opt out of the Settlement Class (collectively, "Participating Individuals").

The following persons will be eligible to receive a monetary award from the Net Settlement Amount:

- Class Representatives;
- Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Actions prior to January 22, 2020 ("Opt In Plaintiffs"); and
- Rule 23 Class Members.

5. How Will the Net Settlement Amount Be Divided for Participating Individuals?

All Participating Individuals will receive a proportional share of the Net Settlement Amount based on the total number of eligible workweeks that the Participating Individual worked for CertifiedSafety during the relevant period, as follows:

1. The Settlement Administrator will tally the applicable number of weeks during which each Participating Individual worked for CertifiedSafety as a non-exempt Safety Attendant or Safety Foreman. The tally will include, for Opt In Plaintiffs, Workweeks in all states other

³ In addition to federal FLSA claims, Plaintiffs in the Actions allege state law wage and hour claims on behalf of the CertifiedSafety Safety Attendants and Safety Foremen who worked in Alaska, California, Illinois, Minnesota, Ohio, and/or Washington.

than California, Washington, Minnesota, Illinois, Alaska, and Ohio, from three years prior to the Opt-In Date (which is three years preceding the date that Class Counsel filed a an Opt In Consent Form on your behalf) through January 22, 2020. These Workweeks for Opt In Plaintiffs are referred to as “FLSA-only Workweeks.” The tally will also include Workweeks for all Rule 23 Class Members, during the time periods specified in the Settlement.

2. Each Workweek generally will be equal to one (1) settlement share. However, to reflect the increased value of state law claims and differing average rates of pay by state, Workweeks for Rule 23 Class Members will be weighted more heavily, as follows:
 - Workweeks during which work was performed in California (and/or Workweeks in which a California Rule 23 Class Member attended pre-employment training conducted by CertifiedSafety) as a California Rule 23 Class Member will be equal to three (3) settlement shares
 - Workweeks during which work was performed in Washington and Alaska as a Washington Rule 23 Class Member and Alaska Rule 23 Class Member, respectively, will be equal to two (2) settlement shares
 - Workweeks during which work was performed in Minnesota as a Minnesota Rule 23 Class Member will be equal to 1.7 (one point seven) settlement shares
 - Workweeks during which work was performed in Illinois as an Illinois Rule 23 Class Member will be equal to 1.3 (one point three) settlement shares
 - Workweeks during which work was performed in Ohio as an Ohio Rule 23 Class Member will be equal to 1.1 (one point one) settlement shares
3. The total number of settlement shares, as weighted, for all Participating Individuals will be added together and the Net Settlement Amount will be divided by that total to reach a per share dollar figure. The resulting per share dollar figure will then be multiplied by each Participating Individual’s number of settlement shares, as weighted, to determine his or her Individual Settlement Payment.
4. All Individual Settlement Share determinations will be based on CertifiedSafety’s timekeeping and/or payroll records. However, Participating Individuals may dispute their number of Workweeks, as discussed in the next section of this Notice.

6. How Much Can I Expect to Receive?

As an Opt In Plaintiff, you will receive a FLSA Settlement Check if the Court grants Final Approval of the Settlement.

According to records maintained by CertifiedSafety, your FLSA Settlement Check is estimated to be at least \$<<Total estimated award>>. This amount is an estimated amount, and your final Settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth above. This amount is based on the following number of FLSA-only Workweeks you worked for CertifiedSafety, as shown by company records:

You are estimated to have worked <<Total FLSA workweeks>> FLSA-only Workweeks from three years prior to your Opt-In Date through January 22, 2020.

If you wish to dispute the number of Workweeks as shown here, you may produce evidence to the Settlement Administrator establishing the dates and locations you contend to have worked for CertifiedSafety as a Safety Attendant and/or Safety Foreman. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by CertifiedSafety's records, your Individual Settlement Payment will be determined based on CertifiedSafety's records. Any disputes must be postmarked by April 20, 2020, and should be mailed to Jones v Certified Safety, c/o Settlement Administrator, PO Box 58245, Philadelphia, PA 19102-8245. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Individual Settlement Payments to Participating Individuals will be allocated one-third (1/3) as wages, one-third (1/3) as penalties, twenty-three and one-third percent (23 and 1/3%) as interest, and ten percent (10%) as expense reimbursements. None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals should consult with their own tax advisors concerning the tax consequences of the Settlement.

You will have 180 days to cash the FLSA Settlement Check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be redistributed to those Participating Individuals that cashed their Settlement checks. If the amount of uncashed checks to be redistributed is less than \$10 per person, the uncashed check monies will be donated to Legal Aid at Work as a charitable recipient.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment. If you fail to keep your address current, you may not receive your Individual Settlement Payment.

7. What Are the Releases?

Upon the final approval of the Settlement by the Court and payment of the monetary amounts due under the Settlement, Opt In Plaintiffs release claims as follows (the "Released Claims") against (1) CertifiedSafety, including its current or former parents, subsidiaries, or affiliate entities, and each of their owners, officers, directors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, managing agents, and agents; and (2) Andeavor, Chevron, CITGO, Phillips 66, Shell, and United, including their current or former parents, subsidiaries, or affiliate entities, and each of their owners, officers, directors, members, managers, employees, attorneys, insurers, assigns, shareholders, successors, predecessors, managing agents, and agents, to the extent Plaintiffs allege that the Participating Individual worked for Andeavor, Chevron, CITGO, Phillips 66, Shell, and United, on a joint-employer or alleged joint employer basis with CertifiedSafety (collectively the "Released Parties"):

Opt In Plaintiffs release the Released Parties from the following rights or claims: any and all claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, based on or arising out of the same factual predicates of the Actions.

The Released Claims set forth above shall include all the above claims through the date of Preliminary Approval of the Settlement.

8. What Are My Options?

You will receive an FLSA Settlement Check. Because you have already opted in to the FLSA collective, you have affirmatively elected to become a participant in this lawsuit and to be bound by any judgment rendered. Therefore, you will be bound by the Settlement including its release provisions, whether or not you cash your FLSA Settlement Check.

9. Can Defendants Retaliate Against Me for Participating in the Actions?

No. Your decision as to whether or not to participate in the Actions will in no way affect your work or employment with Defendants or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in the Actions.

10. Who Are the Attorneys Representing the Parties in the Actions?

Class Representatives, Opt In Plaintiffs, and the Rule 23 Classes are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell
David C. Leimbach
Michelle S. Lim
Scott L. Gordon
SCHNEIDER WALLACE COTTRELL KONECKY WOTKINS LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

CertifiedSafety is represented by the following attorneys:

Laura R. Petroff
Emilie C. Woodhead
Jason S. Campbell
Tristan R. Kirk
WINSTON & STRAWN LLP
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071-1543
Telephone: (213) 615-1700
Facsimile: (213) 615-1750

11. How Will the Attorneys for the Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$6,000,000.00. You do not have to pay the attorneys who represent the Opt In Plaintiffs. The Settlement Agreement provides that Class Counsel will receive attorneys' fees of up to thirty-five percent (35%) of \$6,000,000.00 (*i.e.*,

\$2,100,000.00) plus their out-of-pocket costs, up to \$70,000.00. Class Counsel will file a motion for attorneys' fees and costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval hearing.

12. Where Can I Get More Information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement and other documents for this case at the Settlement website, which can be accessed at www.CertifiedSafetySettlement.com. The Settlement Agreement contains the complete terms of the proposed Settlement, and is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR CERTIFIEDSAFETY FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THE ACTIONS.

Jones v Certified Safety
c/o Settlement Administrator
PO Box 58245
Philadelphia, PA 19102-8245