

**NOTICE OF CLASS ACTION SETTLEMENT  
AND HEARING DATE FOR COURT APPROVAL**

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

**IF YOU WORKED FOR CERTIFIEDSAFETY AS A SAFETY ATTENDANT OR  
SAFETY FOREMAN AT ANY TIME BETWEEN APRIL 21, 2013 AND JANUARY 22,  
2020, YOU MAY BE ENTITLED TO PAYMENT FROM A PROPOSED CLASS  
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>> IF YOU ELECT TO PARTICIPATE IN THE  
SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY.**

**1. Why Did I Get This Notice?**

A proposed class 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”).<sup>1</sup> You received this Notice of Settlement (“Notice”) because the records of CertifiedSafety, Inc. (“CertifiedSafety”) show you performed work as a Safety Attendant and/or Safety Foreman for CertifiedSafety sometime between April 21, 2013 and January 22, 2020. Because you fit this definition, **you may be entitled to receive money from the Settlement, as described below.**<sup>2</sup>

**NOTE:** *You are a member of one or more classes of employees that worked in the following states: Alaska, California, Illinois, Minnesota, Ohio, and/or Washington. For each of these states, Plaintiffs in the Actions allege state law wage and hour claims on behalf of CertifiedSafety Safety Attendants and Safety Foremen who worked in those states. For each of these states, there is a separate class, each of which covers a specific time period, as explained in this Notice. Together, these classes are referred to as the “Rule 23 Classes.” Unless you opt out of the Settlement, you will receive money for your state law claims as a Rule 23 Class Member, and you will release those state law claims. If you cash or deposit your Settlement check, you will also release your*

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<sup>1</sup> 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.

<sup>2</sup> 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](http://www.CertifiedSafetySettlement.com).

*federal Fair Labor Standards Act (“FLSA”) claims relating to your work in Alaska, California, Illinois, Minnesota, Ohio, and/or Washington.*

## **2. Why Should You Read This Notice?**

This Notice explains the Settlement that has been reached in the Actions. It explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) from the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of the Settlement in the event that the Court denies your objection.

The United States District Court for the Northern District of California has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval hearing on May 28, 2020, at 1:30, before the Honorable District Judge Edward M. Chen at the San Francisco Courthouse, Courtroom 5 - 17<sup>th</sup> 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 class 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 Rule 23 Class Members. 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](http://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 Rule 23 Class Members and Opt In Plaintiffs, as defined in this Section. 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 Section 11, 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 Rule 23 Classes and the FLSA collective. 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;
- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in Alaska at any time from April 23, 2016 to January 22, 2020 ("Alaska Rule 23 Class Members");
- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in California, or who attended pre-employment training conducted by CertifiedSafety in California, at any time from April 21, 2013 to January 22, 2020 ("California Rule 23 Class Members");

- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in Illinois at any time from March 14, 2016 to January 22, 2020 (“Illinois Rule 23 Class Members”);
- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in Minnesota at any time from March 12, 2016 to January 22, 2020 (“Minnesota Rule 23 Class Members”);
- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in Ohio at any time from April 23, 2016 to January 22, 2020 (“Ohio Rule 23 Class Members”);
- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in Washington at any time from April 21, 2014 to January 22, 2020 (“Washington Rule 23 Class Members”); and
- Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Actions prior to January 22, 2020 (“Opt In Plaintiffs”).

## **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 Workweeks for all Rule 23 Class Members, during the time periods specified in the previous section of this Notice (“Rule 23 Workweeks”). The tally will also include, for Opt In Plaintiffs only, Workweeks in all states besides California, Washington, Minnesota, Illinois, Alaska, and Ohio, from three years prior to the Opt-In Date through January 22, 2020.
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 a Rule 23 Class Member, you will receive a Rule 23 Settlement Check if the Court grants Final Approval of the Settlement and if you do not request exclusion from the Settlement, as discussed in this Notice. You do not have to opt in to the Actions to receive your Rule 23 Settlement Check.

According to records maintained by CertifiedSafety, your Rule 23 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 Workweeks you worked for CertifiedSafety as a Rule 23 Class Member, as shown by company records:

You are estimated to have worked <<Total rule 23 workweeks>> Rule 23 Workweeks from April 21, 2013 through January 22, 2020.

**Note that your Rule 23 Workweeks only include Workweeks for Alaska, California, Illinois, Minnesota, Ohio, and Washington, during the time periods set forth in Section 4 of this Notice. Please also note that if you cash, deposit, or otherwise negotiate your Rule 23 Settlement Check, you will also release your federal FLSA claims relating to your work in Alaska, California, Illinois, Minnesota, Ohio, and Washington, as applicable, even if you did not opt in to the federal FLSA component of the Actions.**

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.

If you participate in the Settlement, you will have 180 days to cash the Rule 23 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, Rule 23 Class Members 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”):

(a) California Rule 23 Class Members: The California Rule 23 Class Members release the Released Parties from the following rights or claims: any and all claims under California law, based on or arising out of the same factual predicates of the Actions, the Complaints, and/or the allegations in the Complaints, including (a) all claims that were or could have been raised in the Actions; and (b) all claims that are based on or relate to the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, bonuses, incentive compensation, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys’ fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. As to California Rule 23 Class Members who are not Opt In Plaintiffs, those who cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks shall also release any and all claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from or related to their work for CertifiedSafety in California, based on these same factual predicates. Those California Rule 23 Class Members who are not Opt In Plaintiffs, and who do not cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks, shall not release any claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

(b) Washington Rule 23 Class Members: The Washington Rule 23 Class Members release the Released Parties from the following rights or claims: any and all claims under Washington law, based on or arising out of the same factual predicates of the Actions, the Complaints, and/or the allegations in the Complaints, including (a) all claims that were or could have been raised in the Actions; and (b) all claims that are based on or relate to the purported

payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, bonuses, incentive compensation, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. As to Washington Rule 23 Class Members who are not Opt In Plaintiffs, those who cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks shall also release any and all claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from or related to their work for CertifiedSafety in Washington, based on these same factual predicates. Those Washington Rule 23 Class Members who are not Opt In Plaintiffs, and who do not cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks, shall not release any claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

(c) Alaska Rule 23 Class Members: The Alaska Rule 23 Class Members release the Released Parties from the following rights or claims: any and all claims under Alaska law, based on or arising out of the same factual predicates of the Actions, the Complaints, and/or the allegations in the Complaints, including (a) all claims that were or could have been raised in the Actions; and (b) all claims that are based on or relate to the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, bonuses, incentive compensation, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. As to Alaska Rule 23 Class Members who are not Opt In Plaintiffs, those who cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks shall also release any and all claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from or related to their work for CertifiedSafety in Alaska, based on these same factual predicates. Those Alaska Rule 23 Class Members who are not Opt In Plaintiffs, and who do not cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks, shall not release any claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

(d) Minnesota Rule 23 Class Members: The Minnesota Rule 23 Class Members release the Released Parties from the following rights or claims: any and all claims under Minnesota law, based on or arising out of the same factual predicates of the Actions, the Complaints, and/or the allegations in the Complaints, including (a) all claims that were or could have been raised in the Actions; and (b) all claims that are based on or relate to the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, bonuses, incentive compensation, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. As to Minnesota Rule 23 Class Members who are not Opt In Plaintiffs, those who cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks shall also release any and all claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from

or related to their work for CertifiedSafety in Minnesota, based on these same factual predicates. Those Minnesota Rule 23 Class Members who are not Opt In Plaintiffs, and who do not cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks, shall not release any claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

(e) Illinois Rule 23 Class Members: The Illinois Rule 23 Class Members release the Released Parties from the following rights or claims: any and all claims under Illinois law, based on or arising out of the same factual predicates of the Actions, the Complaints, and/or the allegations in the Complaints, including (a) all claims that were or could have been raised in the Actions; and (b) all claims that are based on or relate to the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, bonuses, incentive compensation, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. As to Illinois Rule 23 Class Members who are not Opt In Plaintiffs, those who cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks shall also release any and all claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from or related to their work for CertifiedSafety in Illinois, based on these same factual predicates. Those Illinois Rule 23 Class Members who are not Opt In Plaintiffs, and who do not cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks, shall not release any claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

(f) Ohio Rule 23 Class Members: The Ohio Rule 23 Class Members release the Released Parties from the following rights or claims: any and all claims under Ohio law, based on or arising out of the same factual predicates of the Actions, the Complaints, and/or the allegations in the Complaints, including (a) all claims that were or could have been raised in the Actions; and (b) all claims that are based on or relate to the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, bonuses, incentive compensation, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy. As to Ohio Rule 23 Class Members who are not Opt In Plaintiffs, those who cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks shall also release any and all claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from or related to their work for CertifiedSafety in Ohio, based on these same factual predicates. Those Ohio Rule 23 Class Members who are not Opt In Plaintiffs, and who do not cash, deposit, or otherwise negotiate their Rule 23 Settlement Checks, shall not release any claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

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

**NOTE-If you cash, deposit, or otherwise negotiate your Rule 23 Settlement Check, you will also release your federal FLSA claims relating to your work in Alaska, California, Illinois, Minnesota, Ohio, and Washington, as applicable.**

## **8. What Are My Rights?**

- **Do Nothing:** If you do not timely and validly opt-out of the Rule 23 Classes, you will automatically become a Participating Individual and receive your Rule 23 Settlement Check, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If do not wish to be bound by the Settlement as a Rule 23 Class Member, you must submit a written request for exclusion from the Settlement (“opt-out”), postmarked by April 20, 2020. The written request for exclusion must contain your name (and any other names used while employed by CertifiedSafety), full address, and signature, and state the following (or substantially similar language): “I wish to opt-out of the Settlement as a Rule 23 Class Member in the CertifiedSafety Cases. I understand that by requesting exclusion, I will not be eligible to receive any payment or other benefit as a Rule 23 Class Member in the Settlement involving CertifiedSafety.” No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Jones v Certified Safety, c/o Settlement Administrator, PO Box 58245, Philadelphia, PA 19102-8245. **If you request exclusion (opt out) of the Settlement, you will not be entitled to any Settlement payment, you will not be bound by the Settlement, and you will not have any right to object, appeal or comment on the Settlement.**
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by April 20, 2020. You must mail the statement to the Court at the following address: United States District Court, Office of the Clerk, 450 Golden Gate Avenue, San Francisco, CA 94102-3489. You must also mail a copy of your objection to Class Counsel and counsel for CertifiedSafety, at the addresses in the next section of this Notice, by April 20, 2020. The statement must be signed by you, and state: (i) your name; (ii) your current address; (iii) your telephone number; (iv) your dates of employment with CertifiedSafety; (v) the last 4-digits of your Social Security number; and (vi) the basis of the objection, including the reasons why you believe that the Court should find that the proposed Settlement is not in the best interests of the Rule 23 Class Members and the reasons why the Settlement should not be approved. The objection must also state that it relates to the CertifiedSafety Cases.

If you mail a written objection, you may also, if you wish, appear at the Final Approval hearing to discuss your objection with the Court. To object, you must not also opt out of the Settlement. If you wish to object to the Settlement but fail to submit your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to the Court shall be the exclusive means for determining that an objection is timely.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than May 13, 2020, orally at the Final Approval hearing, or as otherwise ordered by the Court.

**If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of the Settlement in the event that the Court denies your objection. Thus, if the Court denies your objection, you will be issued a Rule 23 Settlement Check pursuant to the terms of the Settlement.**

**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, the Rule 23 Classes, and Opt In Plaintiffs 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, 38<sup>th</sup> 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 Rule 23 Classes. 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. 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 [CertifiedSafetySettlement.com](http://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