

Exhibit 1

**STIPULATION OF CLASS, COLLECTIVE,
AND REPRESENTATIVE ACTION SETTLEMENT**

1. INTRODUCTION

1.1. This Stipulation of Class, Collective, and Representative Action Settlement and Release is made and entered into by and between the following parties: Harold Jones, Jr., Tierre Crummie, Genea Knight, Michael East, Marcellous Ross, Sandra Turner, and George Azevedo, Jr., individually and on behalf of all those similarly situated, and CertifiedSafety, Inc., through their respective counsel of record.

2. DEFINITIONS

2.1. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement also shall be applicable.

2.2. “Actions” means the following lawsuits:

2.2.1. *Jones v. CertifiedSafety, Inc., et al.*, No. 3:17-cv-02229-EMC (“*Jones*”);

2.2.2. *Crummie v. CertifiedSafety, Inc., et al.*, No. 3:17-cv-03892-EMC (“*Crummie*”) (*Jones* and *Crummie* are, collectively, “*Jones I*”);

2.2.3. *Ross v. CertifiedSafety, Inc., Chevron Corporation, and Chevron U.S.A, Inc.*, No. 3:18-cv-04379 (“*Ross*”);

2.2.4. *Jones v. CertifiedSafety, Inc., Andeavor F/K/A Tesoro Corporation, and Tesoro Refining & Marketing Company LLC*, No. 3:19-cv-01338-EMC (“*Jones II*”);

2.2.5. *Jones v. CertifiedSafety, Inc. and Phillips 66 Company*, No. 3:19-cv-01380-EMC (“*Jones III*”);

2.2.6. *Jones v. CertifiedSafety, Inc. and CITGO Petroleum Corporation*, Case No. 3:19-cv-01381-HSG (“*Jones IV*”);

2.2.7. *East v. CertifiedSafety, Inc. and United Refining Company*, 3:19-cv-01427-EMC (“*East*”); and

2.2.8. *Jones v. CertifiedSafety, Inc., Shell Oil Company, and Shell Oil Products Company, LLC*, No. 3:19-cv-01428-EMC (“*Jones V*”).

2.3. “Andeavor” means Andeavor (f/k/a Tesoro Corporation) and Tesoro Refining & Marketing Company LLC, defendants in *Jones II*, and each of their current and former parents, subsidiaries, owners, or affiliates and related business entities.

2.4. “CertifiedSafety’s Counsel” means Winston & Strawn LLP.

- 2.5. “CertifiedSafety” means CertifiedSafety, Inc., a defendant in each of the Actions.
- 2.6. “Chevron” means Chevron Corporation and Chevron U.S.A. Inc., defendants in *Ross*.
- 2.7. “CITGO” means CITGO Petroleum Corporation, a defendant in *Jones IV*.
- 2.8. “Class Counsel Award” means the total amount to be paid to Class Counsel, including Class Counsel Fees and Class Counsel Expenses.
- 2.9. “Class Counsel Expenses” means the amount of reasonable litigation expenses Class Counsel incurred in connection with these Actions, up to \$70,000.00, including their pre-filing investigation, their filing of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- 2.10. “Class Counsel Fees” means the amount of up to \$2,100,000.00 (35 percent of the Gross Settlement Amount) to compensate Class Counsel for their attorneys’ fees incurred in connection with these Actions, including their pre-filing investigation, their filing of these Actions and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- 2.11. “Class Counsel” means Schneider Wallace Cottrell Konecky Wotkyns LLP.
- 2.12. “Class List” means a list of Rule 23 Class Members and Opt In Plaintiffs that CertifiedSafety will compile from its records. The Class List shall include each Rule 23 Class Member’s and each Opt In Plaintiff’s full name, last known address to the extent available in CertifiedSafety’s business records, last known personal email address (if any), Social Security number, workweeks of active employment by CertifiedSafety in each Sub-Class during the applicable Subclass periods, and an indication of who is an Opt In Plaintiff.
- 2.13. “Class Representatives” means Harold Jones, Jr., Tierre Crummie, Genea Knight, Michael East, Marcellous Ross, Sandra Turner, and George Azevedo, Jr.
- 2.14. “Class Representative Service Payment(s)” means the amounts to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Actions on behalf of Class Members.
- 2.15. “Combination Checks” means checks for Individual Settlement Payments made payable to Opt In Plaintiffs who are also Rule 23 Class Members that do not opt out of the Rule 23 component of the Settlement.
- 2.16. “Complaints” means the Complaints filed in each of the Actions, and all amendments thereto.

- 2.17. “Court” means the United States District Court for the Northern District of California.
- 2.18. “Defendants” means Andeavor, CertifiedSafety, Chevron, CITGO, Phillips 66, Shell, and United.
- 2.19. “Effective Date” means the latest of: (i) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment (*i.e.*, 30 days from the entry of judgment); (ii) if there is an appeal of the Court’s judgment, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition. The Parties intend that the settlement shall not become effective until the Court’s judgment has become completely final and until there is no recourse by an appellant or objector who seeks to contest the settlement.
- 2.20. “Final Approval” means the Court order granting final approval of the Settlement Agreement.
- 2.21. “FLSA-Only Workweeks” means all Workweeks worked by each Opt In Plaintiff that are not included in any of the Sub-Classes.
- 2.22. “FLSA Settlement Checks” means checks for Individual Settlement Payments made payable to Opt In Plaintiffs who are not Rule 23 Class Members or who opt out of the Rule 23 component of the Settlement.
- 2.23. “Gross Settlement Amount” means the total amount of \$6,000,000.00 that CertifiedSafety is required to pay under this Settlement Agreement to satisfy the Individual Settlement Payments to Participating Individuals, the Class Representative Service Payments to Class Representatives, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award, and the LWDA Payment. The Gross Settlement Amount shall also include any interest that accrues in the escrow account created by the Settlement Administrator. Except for CertifiedSafety’s portion of the payroll taxes on Individual Settlement Payments to Participating Individuals, CertifiedSafety will never be required to pay more than \$6,000,000.00 under this Settlement. The Gross Settlement Amount is non-reversionary.
- 2.24. “Individual Settlement Payment” means payment of an Individual Settlement Share. Individual Settlement Payments will be made via (1) FLSA Settlement Checks, (2) Rule 23 Settlement Checks, or (3) Combination Checks as applicable for each Participating Individual.
- 2.25. “Individual Settlement Share” means each Participating Individual’s share of the Net Settlement Amount calculated in accordance with the calculations described in Paragraph 4.13.2.

- 2.26. “LWDA Payment” means the amount to be paid to the Labor and Workforce Development Agency attributable to Plaintiffs’ claims pursuant to the California Private Attorney General Act of 2004 (“PAGA”).
- 2.27. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deduction of the Class Representative Service Payments to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award, and the LWDA Payment.
- 2.28. “Notice(s) of Settlement” means the notices that the Court orders to be sent to all Rule 23 Class Members and Opt In Plaintiffs advising them of their rights under this Settlement Agreement, substantially in the form as Exhibits A, B, and C attached hereto or as approved by the Court.
- 2.29. “Opt In Plaintiff” means any individual on whose behalf Class Counsel has filed a consent to join any one of the Actions, before the date of Preliminary Approval.
- 2.30. “Participating Individuals” means (a) any Rule 23 Class Members who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement, and (b) all Opt In Plaintiffs. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the release of the Released Claims.
- 2.31. “Parties” means Plaintiffs and CertifiedSafety.
- 2.32. “Phillips 66” means Phillips 66 Company, a defendant in *Jones III*.
- 2.33. “Plaintiffs” means the named plaintiffs in the Actions, Harold Jones, Jr., Genea Knight, Terre Crummie, Marcellous Ross, and Michael East.
- 2.34. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.
- 2.35. “Qualified Settlement Account” means the account established by the Settlement Administrator, into which the Gross Settlement Amount shall be deposited.
- 2.36. “Response Deadline” means the deadline by which:
- 2.36.1. Rule 23 Class Members must postmark or email any request to be excluded from the Settlement;
- 2.36.2. Rule 23 Class Members must postmark or email any objection with the Court and serve them on Counsel for the Parties; and
- 2.36.3. Any Rule 23 Class Member or Opt-In Plaintiff must postmark or email

any dispute of the information in his or her Notice of Settlement.

2.36.4. The Response Deadline shall be sixty (60) calendar days from the initial mailing of the Notices of Settlement by the Settlement Administrator, unless the 60th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

- 2.37. “Released Parties” means (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 a Participating Individual worked for Andeavor, Chevron, CITGO, Phillips 66, Shell, and United, on a joint-employer or alleged joint employer basis with CertifiedSafety. The Released Parties (including Andeavor, Chevron, CITGO, Phillips 66, Shell, and United) are intended to be third party beneficiaries of this Agreement, and as third party beneficiaries, each Released Party in its individual capacity has the right to institute an action to enforce the terms of this Agreement to the extent applicable to such Released Party. To the extent that a Participating Individual has worked as a direct employee of Andeavor, Chevron, CITGO, Phillips 66, Shell, or United (i.e., not as an employee of CertifiedSafety or on an alleged joint employer basis with CertifiedSafety), Andeavor, Chevron, CITGO, Phillips 66, Shell, and United are not by this Settlement intended to be released from any claims that the Participating Individual may have against them with respect to such direct employment.
- 2.38. “Rule 23 Class Members” means all individuals in each of the Sub-Classes.
- 2.39. “Rule 23 Settlement Checks” means checks for Individual Settlement Payments payable to Rule 23 Class Members who are not Opt In Plaintiffs.
- 2.40. “Rule 23 Workweeks” means all Workweeks worked by each Rule 23 Class Member that are included in any of the Sub-Classes.
- 2.41. “Settlement Administration Costs” means the expense payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement.
- 2.42. “Settlement Administrator” means Heffler Claims Group, the third-party class action settlement administrator mutually agreed to by the Parties to handle the administration of this Settlement, subject to approval by the Court.
- 2.43. “Settlement Agreement” means this Stipulation of Class, Collective, and

Representative Action Settlement and Release.

- 2.44. “Settlement” means the Parties’ agreement to compromise the Action, the material terms of which are set forth in this Settlement Agreement.
- 2.45. “Shell” means Shell Oil Company and Shell Oil Products Company LLC, defendants in *Jones V.*
- 2.46. “Sub-Classes” means the following classes:
- 2.46.1. “Alaska Rule 23 Class” means all current or former Safety Attendants and Safety Foremen employed by CertifiedSafety in the State of Alaska at any time from April 23, 2016, to and including the date of Preliminary Approval.
 - 2.46.2. “California Rule 23 Class” means all current or former Safety Attendants and Safety Foremen employed by CertifiedSafety, or who attended pre-employment training conducted by CertifiedSafety, in the State of California at any time from April 21, 2013, to and including the date of Preliminary Approval.
 - 2.46.3. “Illinois Rule 23 Class” means all current or former Safety Attendants and Safety Foremen employed by CertifiedSafety in the State of Illinois at any time from March 14, 2016, to the date of Preliminary Approval.
 - 2.46.4. “Minnesota Rule 23 Class” means all current or former Safety Attendants and Safety Foremen employed by CertifiedSafety in the State of Minnesota at any time from March 12, 2016, to the date of Preliminary Approval.
 - 2.46.5. “Ohio Rule 23 Class” means all current or former Safety Attendants and Safety Foremen employed by CertifiedSafety in the State of Ohio at any time from April 23, 2016, to the date of Preliminary Approval.
 - 2.46.6. “Washington Rule 23 Class” means all current or former Safety Attendants and Safety Foremen employed by CertifiedSafety in the State of Washington at any time from April 21, 2014, to the date of Preliminary Approval.
- 2.47. “United” means United Refining Company, a defendant in *East*.
- 2.48. “Workweeks” means the number of weeks during which a Rule 23 Class Member and/or Opt In Plaintiff was employed by CertifiedSafety during the applicable limitations period(s). Each Workweek runs from Monday to Sunday.
- 2.48.1. In addition, Workweeks attributed to California Rule 23 Class Members shall include any Workweek in which an individual attended a pre-employment training conducted by CertifiedSafety in the State of

California at any time from April 21, 2013, to Preliminary Approval.

3. RECITALS

- 3.1. Plaintiff Harold Jones filed the first lawsuit in the Actions, *Jones*, against CertifiedSafety on April 1, 2017, in the United States District Court for the Northern District of California. In his initial *Jones* complaint, Plaintiff Jones alleged that CertifiedSafety violated the Fair Labor Standards Act and the wage and hour laws of California by failing to pay Safety Attendants and Safety Foremen earned wages, failing to provide legally compliant meal and rest periods, and failing to reimburse for work-related expenditures. On this basis, Plaintiff Jones brought claims against CertifiedSafety, on behalf of a putative FLSA collective and putative California class, for unpaid minimum wages and overtime wages, failure to provide meal and rest periods, failure to reimburse necessary business expenditures, inaccurate wage statements, failure to pay final wages, unfair competition, and civil penalties under the PAGA.
- 3.2. Plaintiff Tierre Crummie filed *Crummie* in the Superior Court of California, County of Alameda, on April 24, 2017. In *Crummie*, Plaintiff Crummie brought similar claims against CertifiedSafety, on behalf of a putative California class, under the wage and hour laws of California. CertifiedSafety removed *Crummie* to the United States District Court for the Northern District of California on July 10, 2017.
- 3.3. Plaintiff Jones filed his First Amended Complaint in *Jones* on June 26, 2017, which added an additional representative plaintiff, Plaintiff Genea Knight. Plaintiff Knight brought similar claims against CertifiedSafety, on behalf of a putative Washington class, under the wage and hour laws of Washington, in addition to FLSA claims.
- 3.4. Thereafter, the parties stipulated to conditional certification of the FLSA Collective in *Jones*, which was granted on October 24, 2017. To date, 384 Safety Attendants have successfully opted in to the *Jones* action.
- 3.5. Plaintiffs Jones, Knight, and Crummie agreed to a first mediation session in January 2018 before employment mediator Jeffrey A. Ross, and engaged in the informal discovery necessary for a productive mediation. In advance of mediation, CertifiedSafety provided Plaintiffs informal discovery, and the parties took depositions of witnesses.
- 3.6. Plaintiffs Jones and Knight deposed CertifiedSafety's Rule 30(b)(6) designee on January 10, 2018. CertifiedSafety took the depositions of Plaintiff Crummie on January 11, 2018, and Plaintiff Jones and Plaintiff Knight on January 15, 2018.
- 3.7. The first mediation session did not lead to a settlement, and litigation continued.
- 3.8. On February 8, 2018, pursuant to the parties' stipulation, Plaintiffs Jones and Knight filed their Second Amended Complaint to assert additional claims under

the California Labor Code, and to proffer additional factual allegations relating to CertifiedSafety's mandatory training.

- 3.9. On May 15, 2018, the Court issued an order consolidating *Jones* with *Crummie*. The consolidated action is referred to herein as *Jones I*.
- 3.10. On July 18, 2018, Plaintiff Marcellous Ross filed *Ross* against CertifiedSafety, Chevron, Valero Energy Corporation, and Valero Refining Company-California. Plaintiff Ross alleged similar wage and hour claims against these defendants, on behalf of a putative FLSA collective and putative California class. Plaintiff Ross agreed to voluntarily dismiss Valero Energy Corporation, and Valero Refining Company-California via stipulation on September 12, 2018.
- 3.11. In late-2018, Plaintiffs filed a motion for leave to file a Third Amended Consolidated Complaint in *Jones I*, and a motion for leave to file a First Amended Complaint in *Ross*. The proposed amendments would have significantly expanded both the *Jones I* and *Ross* actions, by adding Michael East and George Azevedo, Jr., as additional named plaintiffs and class representatives; joint employer allegations against CertifiedSafety's oil refinery clients including but not limited to Shell, Andeavor, Phillips 66, and Citgo; and additional Rule 23 classes and state law causes of action under Alaska, Illinois, and Minnesota law. The Court granted the motions in part on February 20, 2019, declining to permit the addition of the refinery defendants and the additional state law claims, but permitting smaller-scale amendments. Plaintiffs filed their operative Third Amended Consolidated Complaint in *Jones I* and their operative First Amended Complaint in *Ross* on March 6, 2019.
- 3.12. Plaintiffs then proceeded to file new actions to bring the wage and hour claims, including those under Illinois and Minnesota law, against CertifiedSafety and refineries on a joint employer basis.
- 3.13. Plaintiff Jones filed *Jones II* on March 12, 2019, which alleges similar wage and hour claims under the FLSA, California, Washington, and Minnesota law against CertifiedSafety and Andeavor/Tesoro on behalf a putative FLSA collective and putative California, Washington, and Minnesota classes, including claims for (1) Violation of the FLSA, (2) Failure to Pay for All Hours Worked (Cal. Lab. Code § 204), (3) Failure to Pay Minimum Wage & Liquidated Damages (Labor Code §§ 1182.11, 1182.12, 1194, 1197, and 1197.1); (4) Failure to Pay Overtime Wages (Cal. Labor Code § 510); (5) Failure to Authorize and Permit and/or Make Available Meal and Rest Periods (Cal Labor Code §§ 226.7 and 512); (6) Failure to Reimburse for Necessary Business Expenditures (Cal. Labor Code § 2802); (7) Failure to Provide Timely and Accurate Itemized Wage Statements (Cal. Labor Code § 226); (8) Waiting Time Penalties (Cal. Labor Code §§ 201-203); (9) Failure to Pay Minimum Wage (RCW 49.46.090, RCW 49.12.150); (10) Failure to Pay Overtime Wages (RCW 49.46.130); (11) Failure to Authorize and Permit and/or Make Available Meal and Rest Periods (RCW 49.12.020); (12) Failure to Pay Unpaid Wages on

Termination (RCW 49.48); (13) Willing Refusal to Pay Wages (RCW 49.52.050); (14) Violations of the Washington's Consumer Protection Act (RCW 19.86); (15) Failure to Pay Minimum Wage (Minn. Stat. §§ 177.21 *et seq*); (16) Failure to Pay Overtime Wages (Minn. Stat. §§ 177.21 *et seq*); (17) Failure to Pay for All Hours Worked (Minn. Stat. § 181.14); (18) Unpaid Wages on Termination (Minn. Stat. § 181.14); (19) Failure to Keep Accurate Payroll Records (Minn. Stat. § 177.30); (20) Unlawful Business Practices (Cal. Bus. & Prof. Code §§ 17200 *et seq*); (21) Penalties Pursuant to § 2699(a) of the California Private Attorney General Act; and (22) Penalties Pursuant to § 2699(f) of the California Private Attorneys General Act.

- 3.14. Plaintiff Jones filed *Jones III* on March 14, 2019, which alleges similar wage and hour claims under the FLSA, California, and Washington law against CertifiedSafety and Phillips 66 on behalf a putative FLSA collective and putative California, and Washington classes.
- 3.15. Plaintiff Jones filed *Jones IV* on March 14, 2019, which alleges similar wage and hour claims under the FLSA, California, and Illinois law against CertifiedSafety and CITGO on behalf a putative FLSA collective and putative California, and Washington classes.
- 3.16. Plaintiff Michael East filed *East* on March 18, 2019, which alleges similar wage and hour claims under the FLSA and California law against CertifiedSafety and United on behalf a putative FLSA collective and a putative California class.
- 3.17. Plaintiff Jones filed *Jones V* on March 18, 2019, which alleges similar wage and hour claims under the FLSA, California, and Washington law against CertifiedSafety and Shell on behalf a putative FLSA collective and putative California, and Washington classes
- 3.18. Plaintiffs and CertifiedSafety participated in a second mediation session before employment mediator Paul Grossman, which took place on April 23, 2019. In advance of mediation, CertifiedSafety provided Plaintiffs with informal discovery, including documents and data for each of the Sub-Classes.
- 3.19. At the time of mediation, Plaintiffs and Class Counsel intended to file additional actions to bring wage and hour claims under Ohio and Alaska law on behalf of putative Ohio and Alaska classes, in addition to claims under the FLSA. Sandra Turner would be the named plaintiff and class representative for the Ohio class. George Azevedo, Jr. would be the named plaintiff and class representative for the Alaska class.
- 3.20. As a result of the mediation, the Parties agreed to settle the Actions on a class, collective, and representative basis. As a result of the Settlement, the Parties agree that Plaintiffs will amend the operative complaint in *Jones I* to add (1) Sandra Turner and George Azevedo, Jr. as named plaintiffs and class representatives, and (2) Ohio and Alaska law wage and hour claims, brought by

Turner and Azevedo, respectively, individually and on behalf of putative Rule 23 Ohio and Alaska classes.

- 3.21. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations and claims set forth in these Recitals. In agreeing to this Settlement Agreement, Class Representatives and Class Counsel have considered: (a) the facts developed during discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Class Representatives and Class Counsel have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the Class (as defined above) and the Class Representatives to settle their claims against Defendants pursuant to the terms set forth herein.
- 3.22. Defendants deny the allegations in the Actions and deny any and all liability, including any liability for alleged failure to pay overtime compensation or any alleged wage payment, wage and hour or similar violation. This Settlement Agreement shall not be construed as an admission by Defendants of any fault, liability or wrongdoing, which Defendants expressly deny.
- 3.23. The Parties recognize that notice to the Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants Final Approval of it and the Effective Date occurs.

4. TERMS OF AGREEMENT

Plaintiffs (on behalf of themselves, Rule 23 Class Members, and Opt In Plaintiffs) and CertifiedSafety agree as follows:

- 4.1. Terms of Agreement Subject to Court Approval. All terms set forth in this Settlement Agreement are subject to Court approval. The Parties stipulate to class, collective, and/or representative treatment of the Actions only for purposes of the Settlement. Plaintiffs shall apply to the Court for approval of the Settlement Agreement. Defendants shall not oppose this application. If the Court denies approval of the Settlement for any reason, the Settlement will be void. If the Court denies approval of the Settlement, the Parties agree to meet and confer in good faith to address the Court's concerns and attempt to agree to an amended Settlement. The Parties agree that certification for purposes of the Settlement is not an admission that class, collective, or representative treatment is proper under the standard applied to contested motions and that this Settlement will not be admissible in this, or any other, legal process as evidence that (i) a class or collective should be certified, (ii) representative treatment is appropriate, or (iii) Defendants are liable to Plaintiffs or any of the Rule 23 Class Members or Opt In Plaintiffs.

- 4.2. Funding of the Gross Settlement Amount. CertifiedSafety shall make a one-time deposit of the Gross Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator. The funds in the Qualified Settlement Account shall be used to pay: (1) Individual Settlement Payments; (2) the Class Counsel Award; (3) the Class Representative Service Payments; (4) Settlement Administration Costs; and (5) the LWDA Payment. CertifiedSafety shall deposit the Gross Settlement Amount within fourteen (14) calendar days of the Effective Date.

As set forth herein, one-third of each Individual Settlement Share shall be allocated as wages. CertifiedSafety shall separately pay all employer's share of withholdings and taxes associated with the wage-portion of the Individual Settlement Shares, including but not limited to all required FICA and FUTA taxes on such amounts ("CertifiedSafety's Payroll Taxes"). CertifiedSafety shall pay CertifiedSafety's Payroll Taxes separately from, and in addition to, the Gross Settlement Amount. The Settlement Administrator shall calculate the employer share of taxes and provide CertifiedSafety with the total amount of CertifiedSafety's Payroll Taxes within seven (7) calendar days of the Effective Date. CertifiedSafety shall deposit the amount of CertifiedSafety's Payroll Taxes within fourteen (14) calendar days of the Effective Date.

- 4.3. Class Representative Service Payments. In exchange for a general release, and in recognition of their efforts and work in prosecuting the Actions, CertifiedSafety agrees not to oppose any application or motion for Class Representative Service Payments to Plaintiffs in the following amounts:

- 4.3.1. Harold Jones, Jr.: \$15,000.00
- 4.3.2. Genea Knight: \$15,000.00
- 4.3.3. Tierre Crummie: \$15,000.00
- 4.3.4. Marcellous Ross: \$10,000.00
- 4.3.5. Michael East: \$10,000.00
- 4.3.6. George Azevedo, Jr.: \$5,000.00
- 4.3.7. Sandra Turner: \$5,000.00

The Class Representative Service Payments, which shall be paid from the Gross Settlement Amount, shall be in addition to the Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. Any reduction in the amount of the Class Representative Service Payments by the Court will not revert to Defendants, but shall be returned to the Net Settlement Amount to be distributed to Participating Individuals. The Settlement Administrator shall issue an IRS Form 1099 for the Class Representative Service Payments. Class Representatives shall be solely and legally responsible to pay any and all

applicable taxes on the payments made pursuant to this paragraph and shall hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

- 4.4. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement. The estimate of the Settlement Administration Costs is up to \$66,000.00. If the Settlement Administration Costs exceed \$66,000.00, such cost will be deducted from the Net Settlement Amount. Any portion of the Settlement Administration Costs that are not used or which are not allowed by the Court will be part of the Net Settlement Amount for distribution to Participating Individuals. These costs, which shall be paid from the Gross Settlement Amount, shall be used to administer the Settlement, including, *inter alia*, preparing the required tax reporting on the Individual Settlement Payments, issuing 1099 and W-2 IRS Forms, printing, distributing, and tracking the Notices of Settlement, calculating Individual Settlement Payments, processing claims exclusion requests, resolving disputes, distributing the Gross Settlement Amount as directed by the Court and as set forth herein, and providing necessary reports and declarations as requested by the Parties. No fewer than ten (10) calendar days before the Final Approval hearing, the Settlement Administrator shall provide the Court and all counsel for the Parties with a statement detailing the Settlement Administration Costs and its administration of the Notice of Settlement process. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. An IRS Form 1099 shall be issued to the Settlement Administrator.
- 4.5. Payment of Class Counsel Award. Defendants agree not to oppose any application or motion by Class Counsel for an award of Class Counsel Fees not to exceed \$2,100,000.00, and Class Counsel Expenses not to exceed \$70,000.00. The Class Counsel Award shall be paid out of the Gross Settlement Amount. To the extent the Court does not approve the full amount of Class Counsel Fees or Class Counsel Expenses, or any portion of the Class Counsel Award is not awarded to Class Counsel, the remaining amounts shall be returned to the Net Settlement Amount for distribution to Participating Individuals. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph. IRS Form 1099 shall be provided to Class Counsel for the payments made pursuant to this Paragraph.
- 4.6. LWDA Payment. Subject to Court approval, the Parties agree that the amount of \$50,000.00 from the Gross Settlement Amount shall be designated as payment in satisfaction of penalties pursuant to the PAGA, of which seventy-five percent (75%), or \$37,500.00, shall be paid to the LWDA, and twenty-five percent (25%), or \$12,500.00, shall be distributed pro rata based on Workweeks to California Rule 23 Class who are Participating Individuals, in accordance with the formula set forth in Paragraph 4.13.2.

- 4.7. Net Settlement Amount. The Net Settlement Amount shall be available for distribution to Participating Individuals in accordance with the notice procedure and formula set forth in this Settlement Agreement.
- 4.8. Notice Procedure. The Settlement Administrator shall be responsible for the following notice procedure.
- 4.8.1. Content of Notices of Settlement. All Notices of Settlement shall state the recipient's estimated Individual Settlement Share. The Parties agree to three separate Notices of Settlement:
- 4.8.1.1. Class Notice Form A (substantially in the form attached hereto as Exhibit A) will be sent to each Rule 23 Class Member who is not also an Opt In Plaintiff. Class Notice Form A will, *inter alia*, specifically advise the Rule 23 Class Member: (1) of the total estimated amount he or she will receive based on his or her Rule 23 Workweeks; (2) of the total number of his or her Rule 23 Workweeks; (3) that if he or she does not opt-out of the Settlement, he or she will agree to be bound by any judgment in the Actions and by this Settlement Agreement and will release CertifiedSafety and all other Released Parties from the applicable Released Claims; and (4) that, if he or she cashes, endorses, or negotiates his or her Individual Settlement Payment, he or she will also release FLSA claims against the Released Parties for those states in which he or she worked as a Rule 23 Class Member.
- 4.8.1.2. Class Notice Form B (substantially in the form attached hereto as Exhibit B) will be sent to each Opt In Plaintiff who is not also a Rule 23 Class Member. Class Notice Form B will, *inter alia*, specifically advise the Opt In Plaintiff: (1) of the total estimated amount he or she will receive based on his or her FLSA-Only Workweeks; (2) of the number of his or her FLSA-Only Workweeks; (3) that by virtue of having consented to be an Opt-In Plaintiff in one of the Actions, he or she agreed to be and is bound by any judgment in the Actions and by this Settlement Agreement and has therefore released CertifiedSafety and all other Released Parties from the Opt In Plaintiff Released Claims (as defined in Paragraph 4.19.1).
- 4.8.1.3. Class Notice Form C (substantially in the form attached hereto as Exhibit C) will be sent to each Rule 23 Class Member who is also an Opt In Plaintiff. Class Notice Form C will, *inter alia*, specifically advise the Opt In Plaintiff and Rule 23 Class Member: (1) of the total

estimated amount he or she will receive based on his or her FLSA-Only Workweeks; (2) the additional estimated amount he or she will receive based on the weighting of his or her Rule 23 Workweeks; (3) that by virtue of having consented to be an Opt-In Plaintiff in one of the Actions, he or she agreed to be and is bound by any judgment in the Actions and by this Settlement Agreement and has therefore released CertifiedSafety and all other Released Parties from the Opt In Plaintiff Released Claims (as defined in Paragraph 4.19.1); and (4) that if he or she does not opt-out of the Rule 23 component of the Settlement, he or she will agree to be bound by any judgment in the Actions and by this Settlement Agreement and will release CertifiedSafety and all other Released Parties from the applicable Released Claims.

- 4.8.2. Settlement Website and Toll-Free Call Center. The Settlement Administrator will create a website for the Settlement, which will allow Rule 23 Class Members and Opt In Plaintiffs to view the Notices of Settlement (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and CertifiedSafety's counsel with a preview of the proposed website. Class Counsel and CertifiedSafety's counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free call center to field telephone inquiries from Rule 23 Class Members and Opt In Plaintiffs during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Individual Settlement Payment checks.
- 4.8.3. Delivery of the Class List. Within fourteen (14) calendar days after Preliminary Approval, CertifiedSafety shall provide the Class List to the Settlement Administrator only. The Class List shall remain confidential and shall not be disclosed to anyone, except to carry out reasonable efforts described below, and pursuant to express written authorization by CertifiedSafety.
- 4.8.4. Notice by First-Class U.S. Mail and Email. Within fourteen (14) calendar days of receiving the Class List, the Settlement Administrator shall send, via regular First Class U.S. Mail and email (if email addresses are available) using the most current mailing and personal email addresses identified, the Notices of Settlement to Rule 23 Class Members and Opt In Plaintiffs.

4.8.5. Procedure for Lost and Undeliverable Mail.

4.8.5.1. Any Notices of Settlement sent by U.S. Mail that are returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be sent to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Rule 23 Class Member involved, and shall re-mail the Notice of Settlement. For Opt In Plaintiffs only, the Settlement Administrator shall promptly work with Class Counsel to obtain forwarding addresses. Class Counsel shall use their best efforts to locate forwarding addresses for Opt In Plaintiffs whose Notices of Settlement are returned as non-delivered.

4.8.5.2. The Response Deadline for any Rule 23 Class Member or Opt In Plaintiff who is re-mailed a Notice of Settlement shall be extended fifteen (15) calendar days from the original sixty (60) calendar day deadline.

4.8.5.3. If, after performing a skip-trace search, a Notice of Settlement mailed to a Rule 23 Class Member is again returned to the Settlement Administrator as non-deliverable, that individual will be deemed a Participating Individual, and the Settlement Administrator will have no further obligation to undertake efforts to obtain an alternative address.

4.8.5.4. If, after performing a skip-trace search and/or using a forwarding address provided by Class Counsel, the Notice of Settlement mailed to an Opt In Plaintiff is again returned to the Settlement Administrator as non-deliverable, the Settlement Administrator will have no further obligation to undertake efforts to obtain an alternative address.

4.9. Request for Exclusion Procedure. Class Notice Forms A and C shall provide Rule 23 Class Members with instructions on how to exclude themselves, or “opt out,” from the claims in this Settlement associated with membership in any of the Sub-Classes.

4.9.1. Rule 23 Class Members who wish to opt out shall notify the Settlement Administrator in writing that they want to exclude themselves (*i.e.*, opt out) from the Rule 23 component of the Settlement. The request to opt out sent to the Settlement Administrator must be postmarked no later than the Response Deadline. Rule 23 Class Members shall be permitted to rescind their opt out statements in writing by submitting a rescission statement to the Settlement Administrator by email or postmarked mail no later than

ten (10) business days before the Court's Final Approval hearing, orally at the Final Approval hearing, or as otherwise ordered by the Court.

- 4.9.2. Rule 23 Class Members who are Opt In Plaintiffs shall be permitted to exclude themselves from the Rule 23 component of the Settlement only.
- 4.9.3. The proposed order granting Preliminary Approval of the Settlement will provide, and the Class Notice Forms A and C will instruct Rule 23 Class Members, that, to be valid, a written request to opt out of the Sub-Classes must include the person's 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 Rule 23 component of the class action Settlement of the CertifiedSafety Cases. I understand that by requesting exclusion, I will not be eligible to receive any payment or other benefit associated with the Rule 23 component of the class action Settlement involving CertifiedSafety.
- 4.9.4. A Rule 23 Class Member who does not properly and timely submit a request to opt out in the manner and by the deadline specified above will automatically become a Participating Individual and will be bound by all terms and conditions of the Settlement Agreement, including its release of the applicable Released Claims, if the Settlement Agreement is approved by the Court, and will be bound by the Final Approval order, regardless of whether he or she has objected to the Settlement Agreement.
- 4.9.5. A Rule 23 Class Member who is not an Opt In Plaintiff who properly and timely submits a request to opt out of the Settlement Agreement will not become a Participating Individual, and will not be bound by the Settlement Agreement as to the Rule 23 component of the Settlement. Rule 23 Class Members who timely opt out of the Rule 23 component of the Settlement and who are not Opt In Plaintiffs will not release any of the Released Claims. Rule 23 Class Members who are Opt In Plaintiffs and who exclude themselves from the Rule 23 component of the Settlement will release the Opt In Plaintiff Released Claims (i.e., claims under the FLSA) only.
- 4.9.6. Counsel for the Parties shall not discourage Rule 23 Class Members from participating in, objecting to, or opting out of the Settlement.
- 4.9.7. If five percent (5%) or more of the Rule 23 Class Members opt out, CertifiedSafety shall have the right, in its sole discretion, to void and revoke the Settlement Agreement and its stipulation to class certification. After the Settlement Administrator sends its report of the final number of Rule 23 Class Members who are not Opt In Plaintiffs who have opted out, CertifiedSafety shall have seven (7) calendar days to notify the Class Counsel in writing of their intent to revoke the Settlement Agreement and the conditional class certification.

- 4.10. Objections Procedure. Rule 23 Class Members who wish to object to the Rule 23 component of the Settlement Agreement must mail to the Court by the Response Deadline a notice of objection, signed by the objector, stating: (i) the objector's name; (ii) current address; (iii) telephone number; (iv) dates of employment with CertifiedSafety; (v) last 4-digits of his or her Social Security number; and (vi) the basis of the objection, including the reasons why the objector believes 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. The objector must mail a copy of his or her objection to the Court by the Response Deadline. The objector must also mail a copy of his or her objection to Class Counsel and counsel for CertifiedSafety by the Response Deadline. The postmark date of the objection shall be deemed the exclusive means for determining that the notice of objection is timely. Objectors shall be permitted to withdraw their objections in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than ten (10) business days before the Court's Final Approval hearing, orally at the Final Approval hearing, or as otherwise ordered by the Court. A Rule 23 Class Member who does not mail a written objection in the manner and by the deadline specified in this paragraph will be deemed to have waived any objection and will be foreclosed from making any objections to the Settlement (whether by appeal or otherwise). A Rule 23 Class Member who files and serves timely notices of objection will have a right to appear at the Final Approval hearing to have his or her objections heard by the Court.
- 4.11. Disputed Information on Notices of Settlement. Each Rule 23 Class Member and Opt In Plaintiff shall have an opportunity to dispute the number of Workweeks attributed to him or her in the Notices of Settlement, and must mail and/or email such a dispute to the Settlement Administrator on or before the Response Deadline. Rule 23 Class Members and Opt In Plaintiffs may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting CertifiedSafety's records, CertifiedSafety's records will be presumed determinative. However, if a Rule 23 Class Member or Opt In Plaintiff produces evidence to the contrary, the Parties will evaluate the evidence and will make the final decision as to the number of eligible workweeks that should be applied.
- 4.12. Weekly Reports Regarding Requests for Exclusion and Disputes. The Settlement Administrator shall provide CertifiedSafety's Counsel and Class Counsel a weekly report which certifies: (a) the number of Rule 23 Class Members who have submitted valid or defective letters requesting exclusion from the Settlement; (b) whether any Rule 23 Class Member or Opt In Plaintiff has submitted a challenge to any information contained in his or her Notice of Settlement; and (c) the number of returned, undeliverable and/or re-mailed Notices of Settlement. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

4.13. Individual Settlement Share Calculations. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Shares that Rule 23 Class Members and Opt In Plaintiffs may receive under the terms of this Settlement Agreement. Should any question arise regarding the determination of eligibility for participation in the Settlement or the amount of any Individual Settlement Payment under the terms of this Settlement Agreement, Class Counsel and CertifiedSafety's Counsel will meet and confer in an attempt to reach an agreement. Any unresolved disputes concerning the administration of the Settlement Agreement will be resolved by the Court, under the laws of the State of California.

4.13.1. When calculating the Individual Settlement Payments for purposes of the Notices of Settlement, the Settlement Administrator will assume that each individual listed on the Class List is a Participating Individual. When calculating the Individual Settlement Payments to Participating Individuals following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Rule 23 Class Members who validly request exclusion from the Rule 23 component of the Settlement but will assume that all Opt In Plaintiffs cash their FLSA Settlement Checks.

4.13.2. Each Participating Individual will receive a share of the Net Settlement Amount based on the number of the Participating Individual's Workweeks. Specific calculations of Participating Individuals' Individual Settlement Shares shall be made as follows:

4.13.2.1. Each Participating Individual shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of Workweeks the Participating Individual worked for CertifiedSafety at any time (1) in the State of California from April 21, 2013 to and including the date of Preliminary Approval, (2) in the State of Washington from April 21, 2014 to and including the date of Preliminary Approval, (3) in the State of Minnesota from March 12, 2016 to and including the date of Preliminary Approval, (4) in the State of Illinois from March 14, 2016 to and including the date of Preliminary Approval, (5) in the State of Alaska from April 23, 2016 to and including the date of Preliminary Approval, (6) in the State of Ohio from April 23, 2016 to and including the date of Preliminary Approval, and (7) if the Participating Individual is an Opt In Plaintiff, in all states other than California, Washington, Minnesota, Illinois, Alaska, and Ohio, from the three years preceding the date that Class Counsel filed a Consent to Join form on behalf of the Opt In Plaintiff to and including the date of Preliminary Approval.

- 4.13.2.2. Each Workweek generally will be equal to one (1) settlement share except, to reflect the increased value of state law claims and differing average rates of pay by state, workweeks during which work was performed in certain states shall receive additional weighting. Specifically:
- 4.13.2.2.1. Workweeks during which work was performed in California (and/or Workweeks in which a Participating Individual attended pre-employment training conducted by Certified Safety in California) will be equal to three (3) settlement shares;
 - 4.13.2.2.2. Workweeks during which work was performed in Washington and Alaska will be equal to two (2) settlement shares;
 - 4.13.2.2.3. Workweeks during which work was performed in Minnesota will be equal to 1.7 (one point seven) settlement shares;
 - 4.13.2.2.4. Workweeks during which work was performed in Illinois will be equal to 1.3 (one point three) settlement shares;
 - 4.13.2.2.5. Workweeks during which work was performed in Ohio will be equal to 1.1 (one point one) settlement shares; and
 - 4.13.2.2.6. Any Workweeks during which an Opt In Plaintiff performed work in any state other than California, Washington, Alaska, Minnesota, Illinois, and Ohio will be equal to 1 (one) settlement share.
- 4.13.2.3. Any Rule 23 Class Members who are also Opt In Plaintiffs, who exclude themselves from the Rule 23 component of the Settlement, will receive credit under the Settlement for all of their Workweeks nationwide from the three years preceding the date that Class Counsel filed a Consent to Join form on behalf of the such persons to and including the date of Preliminary Approval. Workweeks in California, Washington, Alaska, Minnesota, Illinois, and Ohio will be included in this calculation for such persons, but none of the Workweeks will be subject to any weighting (i.e., all Workweeks will be equal to one (1)

settlement share.

4.13.2.4. The total number of settlement shares (as weighted) for all Participating Individuals will be added together and the Net Settlement Amount shall 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.

4.14. Allocation of Individual Settlement Shares. One-third of each Individual Settlement Share shall be allocated as wages, one-third of each Individual Settlement Share shall be allocated as penalties, twenty-three and one-third percent of each Individual Settlement Share shall be allocated as interest, and ten percent of each Individual Settlement Share shall be allocated as expense reimbursements. Individual Settlement Shares will be paid out to Participating Individuals subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Individual Settlement Shares, for which Participating Individuals shall be issued a form W-2. Participating Individuals will also be issued a form 1099 for the portions of the Individual Settlement Shares that are allocated to penalties, expense reimbursements, and interest.

4.15. Payment of Settlement Amounts. The Settlement Administrator shall have the authority and obligation to make all payments, credits, and disbursements, calculated in accordance with the methodology set out in this Settlement Agreement and orders of the Court.

4.15.1. The Settlement Administrator's duties include, and are not limited to, reporting payments under the Settlement to all required taxing and other authorities, taking and transmitting the appropriate employee's and employer's share of withholdings and taxes with respect to the wage-portion of the Individual Settlement Shares, and issuing IRS Forms W-2 and 1099. No person shall have any claim against Defendants, counsel for any of the Defendants, Plaintiffs, Class Representatives, Rule 23 Class Members, Opt In Plaintiffs, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement.

4.15.2. With respect to Participating Individuals whose Notices of Settlement are undeliverable via U.S. Mail, as provided in Paragraph 4.8.5, settlement checks shall be sent to the last mailing address obtained by the Settlement Administrator with respect to the Participating Individual. If the settlement checks are not negotiated within the timeframe set forth in Paragraph 4.17, the corresponding funds shall be handled as provided in Paragraph 4.17.

- 4.16. Distribution Timing. Within thirty (30) calendar days of the Effective Date, the Settlement Administrator shall issue payments to: (1) Participating Individuals; (2) the LWDA; (3) Class Representatives; (4) Class Counsel; and (5) itself, for Court-approved services performed in connection with the Settlement.
- 4.17. Non-Negotiated Settlement Checks. Any checks issued by the Settlement Administrator to Participating Individuals shall be negotiable for one hundred and eighty (180) calendar days. Any funds from checks that are returned as undeliverable or are not negotiated within one hundred and eighty (180) calendar days after issuance shall be tendered to the State Controller's Office Unclaimed Property Division (or similar/equivalent state agency) for the state where the Participating Individual most recently worked for CertifiedSafety.
- 4.18. Settlement Administrator's Final Report(s). Within ten (10) business days after the Response Deadline, the Settlement Administrator shall provide CertifiedSafety's Counsel, Class Counsel, and counsel for Andeavor, Chevron, CITGO, Phillips 66, Shell, and United, respectively, a report showing: (i) the names of Rule 23 Class Members and Opt In Plaintiffs; (ii) the Individual Settlement Payments owed to each Rule 23 Class Member and Opt In Plaintiff; (iii) the final number of Rule 23 Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices of Settlement. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Participating Individuals (including the total number of Rule 23 Class Members who do not request exclusion and the total number of Opt In Plaintiffs), the average recovery per Rule 23 Class Member who does not request exclusion, the average recovery per Opt In Plaintiff, the median recovery per Rule 23 Class Member who does not request exclusion, the median recovery per Opt In Plaintiff, the largest and smallest amounts paid to Rule 23 Class Members who do not request exclusion, the largest and smallest amounts paid to Opt In Plaintiffs, and the number and value of checks not cashed.
- 4.19. Class and Collective Releases. Upon the Final Approval by the Court of this Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Participating Individuals, on behalf of themselves and their heirs and assigns, hereby release claims as follows (the "Released Claims") against the Released Parties:
- 4.19.1. Opt In Plaintiffs: Opt In Plaintiffs release the Released Parties from the following rights or claims (the "Opt In Plaintiff Released 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.

- 4.19.2. 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 or deposit 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.*
- 4.19.3. 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.*

4.19.4. 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.*

4.19.5. 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.*

4.19.6. 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.*

4.19.7. 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.*

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

4.20. Individual Settlement Share Checks.

4.20.1. Individual Settlement Payments will be made via (1) FLSA Settlement Checks, (2) Rule 23 Settlement Checks, or (3) Combination Checks, as applicable.

4.20.1.1. FLSA Settlement Checks: Opt In Plaintiffs who are not Rule 23 Class Members or who opt out of the Rule 23 component of the Settlement shall receive an FLSA Settlement Check. The Settlement Administrator shall include a restrictive endorsement on the back of checks substantially as follows: "This check is issued in full and final settlement of your claims under the under the Fair Labor Standard Act ("FLSA") in *Jones, et al. v. CertifiedSafety, Inc., et al.*, Case No. 3:17-cv-02229-EMC (N.D. Cal.), and related cases 3:17-cv-03892-EMC, 3:18-cv-04379-EMC, 3:19-cv-01338-EMC, 3:19-cv-01380-EMC, 3:19-cv-01381-EMC, 3:19-cv-01427-EMC, and 3:19-cv-01428-EMC. By signing it you acknowledge that you have released all claims against CertifiedSafety and the other Defendants and Released Parties arising under the Fair Labor Standards Act."

4.20.1.2. Rule 23 Settlement Checks: Rule 23 Class Members who are not Opt In Plaintiffs shall receive a Rule 23 Settlement Check. The Settlement Administrator shall include a restrictive endorsement on the back of checks substantially as follows: "This check is issued in full and final settlement of your claims in *Jones, et al. v. CertifiedSafety, Inc., et al.*, Case No. 3:17-cv-02229-EMC (N.D. Cal.), and related cases 3:17-cv-03892-EMC, 3:18-cv-04379-EMC, 3:19-cv-01338-EMC, 3:19-cv-

01380-EMC, 3:19-cv-01381-EMC, 3:19-cv-01427-EMC, and 3:19-cv-01428-EMC (the “Actions”). By not opting out of the Settlement, you have released CertifiedSafety, Inc. and other Released Parties of claims under California, Washington, Alaska, Minnesota, Illinois, and Ohio law, as defined in the Settlement Agreement and Notice of Settlement. By signing, cashing, or otherwise negotiating this check, you acknowledge that release of state law claims and further consent to and affirm your release of claims under the Fair Labor Standard Act arising from your work for CertifiedSafety in these states, against CertifiedSafety, Inc. and the other Defendants and Released Parties.”

4.20.1.3. Combination Check: Class Representatives and Opt in Plaintiffs who are also Rule 23 Class Members and do not opt out of the Rule 23 component of the Settlement shall receive a Combination Check. The Settlement Administrator shall include a restrictive endorsement on the back of checks substantially as follows: “This check is issued in full and final settlement of your claims in *Jones, et al. v. CertifiedSafety, Inc., et al.*, Case No. 3:17-cv-02229-EMC (N.D. Cal.), and related cases 3:17-cv-03892-EMC, 3:18-cv-04379-EMC, 3:19-cv-01338-EMC, 3:19-cv-01380-EMC, 3:19-cv-01381-EMC, 3:19-cv-01427-EMC, and 3:19-cv-01428-EMC (the “Actions”). By not opting out of the Settlement, you have released CertifiedSafety, Inc. and other Defendants and Released Parties of claims under California, Washington, Alaska, Minnesota, Illinois, and Ohio law, as defined in the Settlement Agreement and Notice of Settlement. By signing, cashing, or otherwise negotiating this check, you acknowledge that you have released all claims against CertifiedSafety and the other Defendants and Released Parties arising under the Fair Labor Standards Act and under California, Washington, Alaska, Minnesota, Illinois, and Ohio law, as defined in the Settlement Agreement and Notice of Settlement.”

4.20.2. Class Counsel shall make their best efforts to ensure each Class Representative and Opt In Plaintiff signs and endorses or negotiates the check (with the release language) for his or her Individual Settlement Share.

4.21. General Release by Class Representatives Only. As of the Effective Date, and with the exceptions set forth herein, Class Representatives shall release the Released Claims against the Released Parties, and Class Representatives make the additional following general release in favor of the Released Parties:

4.21.1. Class Representatives individually hereby unconditionally waive and

forever release any and all demands, damages, debts, liabilities, actions, causes of action and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, which they ever had or now have against the Released Parties arising or accruing at any time before the Effective Date. Class Representatives may hereafter discover facts in addition to or different from those which they now know or believe to be true, but stipulate and agree that, upon the Effective Date, they fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity and without regard to the subsequent discovery or existence of such different or additional facts. Class Representatives are deemed by operation of the order granting Final Approval to have agreed not to sue or otherwise make a claim against any of the Released Parties for any claim.

Class Representatives acknowledge that they have had the opportunity to review, and have reviewed, California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Being fully informed of this provision of the Civil Code and understanding its provisions, Class Representatives agree to waive any rights under that section and any rights and benefits each may have under laws of any state that are similar to California Civil Code section 1542. Class Representatives expressly acknowledge that this Settlement Agreement and the release contained herein extends to all claims that they have or might have against the Released Parties, including those which are presently unknown to them.

4.21.2. Each Class Representative acknowledges and agrees that no other wages, monies, expense reimbursements, or benefits are owing to him or her other than those set forth in this Settlement Agreement.

4.22. Final Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark a letter requesting exclusion from the Settlement, or objections to the Settlement Agreement, and with the Court's permission, a Final Approval hearing shall be conducted to finally determine the fairness of the Settlement, including the amounts properly payable for (a) Individual Settlement Payments; (b) the LWDA Payment; (c) the Class Counsel Award;

(d) the Class Representative Service Payments; and (e) all Settlement Administration Costs. Class Counsel will be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval hearing.

- 4.23. Judgment and Continued Jurisdiction. After entry of the Final Approval order and judgment, the Court shall retain continuing jurisdiction, solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Agreement.
- 4.24. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement Agreement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Rule 23 Class Members to submit letters requesting exclusion from the Settlement or written objections to the Settlement Agreement or to appeal from the Court's final judgment. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Opt In Plaintiffs to not cash, deposit, or otherwise negotiate their FLSA Settlement Checks.
- 4.25. Nullification of Settlement Agreement. In the event: (i) Certified Safety rescinds this Settlement Agreement as set forth herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter a final judgment as provided herein, which becomes final as a result of the occurrence of the Effective Date; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, and if the Parties are unable to reach an amended Settlement addressing the Court's reasons for denying approval of the Settlement, the Parties shall be returned to their respective statuses as of the date and time immediately before the execution of this Settlement Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought before the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review (unless otherwise agreed to by the Parties).
- 4.26. No Admission. Nothing contained herein, nor the consummation of the Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement

Agreement.

- 4.27. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:

Carolyn Hunt Cottrell
David C. Leimbach
Michelle S. Lim
Scott L. Gordon
SCHNEIDER WALLACE COTTRELL
KONECKY WOTKYNS LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

To Certified Safety's Counsel:

Laura R. Petroff
Emilie C. Woodhead
Jason S. Campbell
WINSTON & STRAWN LLP
333 S. Grand Ave., 38th Floor
Los Angeles, California 90071

- 4.28. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Class Members are not relying on any statement or representation by the Parties in this regard. Participating Individuals understand and agree that each will be solely responsible for the payment of any taxes and penalties assessed on the payments which are issued to them, as described herein, and will defend, indemnify, and hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

5. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

- 5.1. Promptly after execution of this Settlement Agreement, Plaintiffs shall move the Court for approval of the Settlement and obtain entry of orders accomplishing the following:
- 5.1.1. Granting leave to amend the operative complaint in *Jones I* to add (1) Sandra Turner and George Azevedo, Jr. as named plaintiffs and class representatives, and (2) Ohio and Alaska law wage and hour claims, brought by Turner and Azevedo, respectively, individually and on behalf of putative Rule 23 Ohio and Alaska classes).
 - 5.1.2. Preliminarily approving the Settlement as to the Rule 23 Class Members and approving the Settlement as to the Opt In Plaintiffs;
 - 5.1.3. Approving as to form and content the proposed Notices of Settlement;
 - 5.1.4. Directing the mailing of the Notices of Settlement;
 - 5.1.5. Appointing Class Representatives and Class Counsel as representatives of the Opt In Plaintiffs and preliminarily appointing Class

Representatives and Class Counsel as representatives of the Rule 23 Class Members;

- 5.1.6. Preliminarily approving the application for payment of reasonable attorneys' fees and litigation-related expenses and costs payable to Class Counsel;
 - 5.1.7. Preliminarily approving the Class Representative Service Payments to Class Representatives;
 - 5.1.8. Preliminarily approving settlement administration services to be provided by the Settlement Administrator, and its estimated fees and costs up to \$66,000.00; and
 - 5.1.9. Scheduling the Final Approval hearing.
- 5.2. The Parties shall submit this Settlement Agreement in support of Plaintiffs' unopposed motion for Preliminary Approval of the Settlement. Plaintiffs shall not file the unopposed motion for Preliminary Approval or any other documents until CertifiedSafety has approved their contents.
- 5.3. Class Counsel will file a motion for Final Approval of the Settlement and supporting documents with the Court at least thirty-five (35) days before Final Approval hearing. Plaintiffs shall not file the motion for Final Approval or any other documents until CertifiedSafety has approved their contents. Supporting documents include: (a) a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notices of Settlement required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts; (b) a proposed order granting Final Approval; (c) a proposed final judgment. Class Counsel will send CertifiedSafety's Counsel the motion for Final Approval of the Settlement for review, comments, and changes before filing the motion. CertifiedSafety shall have five (5) business days in which to provide its comments. The Parties will meet and confer and agree upon the proposed order granting Final Approval and the proposed final judgment.
- 5.4. Defendants will not oppose Final Approval of the Settlement.
- 5.5. As described in Paragraph 5.3, Class Counsel will submit a proposed order and judgment for Final Approval. The proposed order and judgment shall include the following findings and orders:
- 5.5.1. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
 - 5.5.2. Approving the payment of the Class Representative Service Payments to Class Representatives;

- 5.5.3. Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- 5.5.4. Ordering that the Settlement be disbursed pursuant to the terms in the Settlement Agreement; and
- 5.5.5. Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders.

6. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

- 6.1. Following entry of the Court's Final Approval order and judgment of the Settlement Agreement, the Parties will each act to assure their timely execution and the fulfillment of all their provisions, including but not limited to the following:
 - 6.1.1. Should an appeal be taken from the Final Approval of the Settlement Agreement, all Parties will support the Final Approval order on appeal.
 - 6.1.2. Class Counsel and CertifiedSafety's Counsel will reasonably assist the Settlement Administrator as needed or requested in the process of identifying and locating Class Members entitled to payments from the Gross Settlement Amount and assuring delivery of such payments.
- 6.2. Class Counsel will ensure that the Settlement Administrator will certify to the Court completion of all payments required to be made by this Settlement Agreement.

7. ADDITIONAL TERMS.

- 7.1. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 7.2. Amendment or Modification. Unless otherwise provided herein, this Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.
- 7.3. Entire Agreement. This Settlement Agreement, any supplemental written agreement subsequently incorporated, and any attached Exhibits, constitute the entire Settlement Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

- 7.4. Authorization to Enter Into Settlement Agreement. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.
- 7.5. Mutual Full Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
- 7.6. Binding on Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.
- 7.7. Class Member Signatories. It is agreed that, because the Rule 23 Class Members are so numerous, it is impossible or impractical to have each member execute this Settlement Agreement. The Notices of Settlement will advise all Rule 23 Class Members of the binding nature of the release and, upon Final Approval, such shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.
- 7.8. California Law Governs. All terms of this Settlement Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.
- 7.9. Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.
- 7.10. Class Representatives' Waiver of Right to be Excluded. Class Representatives agree that by signing this Settlement Agreement, they are bound by the terms herein stated and further agree not to request to be excluded from the Settlement.
- 7.11. Confidentiality Preceding Preliminary Approval. Prior to filing the motion for preliminary approval of the Settlement, Class Representatives and Class Counsel agree that the terms of this Settlement (including, but not limited to, the Settlement Amount), the negotiations leading to this Settlement, and all documents related to the Settlement shall not be discussed with, publicized or

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press releases except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

7.12. Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(l) and CertifiedSafety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: 11 / 19 / 2019 _____
Harold Jones, Jr.

Dated: _____
Genea Knight

Dated: _____
Tierre Crummie

Dated: _____
Marcellous Ross

Dated: _____
Michael East

Dated: _____
Sandra Turner

Dated: _____
George Azevedo, Jr.

Dated: _____
CERTIFIEDSAFETY, INC.

By: Anthony Spencer
Its: Chief Executive Officer

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press releases except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

- 7.12. Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(l) and CertifiedSafety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: _____

Harold Jones, Jr.

Dated: 11 / 20 / 2019

Genea Knight

Genea Knight

Dated: _____

Tierre Crummie

Dated: _____

Marcellous Ross

Dated: _____

Michael East

Dated: _____

Sandra Turner

Dated: _____

George Azevedo, Jr.

Dated: _____

CERTIFIEDSAFETY, INC.

By: Anthony Spencer
Its: Chief Executive Officer

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press releases except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

- 7.12. Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(l) and CertifiedSafety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: _____
Harold Jones, Jr.

Dated: _____
Genea Knight

Dated: 11/19/19

Tierre Crummie (Nov 19, 2019)
Tierre Crummie

Dated: _____
Marcellous Ross

Dated: _____
Michael East

Dated: _____
Sandra Turner

Dated: _____
George Azevedo, Jr.

Dated: _____
CERTIFIEDSAFETY, INC.

By: Anthony Spencer
Its: Chief Executive Officer

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims "have been resolved by the parties." Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press release except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

7.2.2 Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(f) and Certified Safety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: _____
Harold Jones, Jr.

Dated: _____
Gene Knight

Dated: _____
Terry Crumrine

Dated: 11-20-2019
Margaret Ross
Margaret Ross

Dated: _____
Michael East

Dated: _____
Sandra Turner

Dated: _____
George Azevedo, Jr.

Dated: _____
CERTIFIED SAFETY, INC.

By: Anthony Spencer
Esq. Chief Executive Officer

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press releases except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

- 7.12. Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(l) and CertifiedSafety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: _____
Harold Jones, Jr.

Dated: _____
Genea Knight

Dated: _____
Tierre Crummie

Dated: _____
Marcellous Ross

Dated: 11 / 21 / 2019

Michael East

Dated: _____
Sandra Turner

Dated: _____
George Azevedo, Jr.

Dated: _____
CERTIFIEDSAFETY, INC.

By: Anthony Spencer
Its: Chief Executive Officer

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press releases except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

- 7.12. Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(l) and CertifiedSafety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: _____
Harold Jones, Jr.

Dated: _____
Genea Knight

Dated: _____
Tierre Crummie

Dated: _____
Marcellous Ross

Dated: _____
Michael East

Dated: 11 / 20 / 2019
Sandra S. Turner
Sandra Turner

Dated: _____
George Azevedo, Jr.

Dated: _____
CERTIFIEDSAFETY, INC.

By: Anthony Spencer
Its: Chief Executive Officer

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press releases except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

7.12. Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(l) and CertifiedSafety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: _____
Harold Jones, Jr.

Dated: _____
Genea Knight

Dated: _____
Tierre Crummie

Dated: _____
Marcellous Ross

Dated: _____
Michael East

Dated: _____
Sandra Turner

Dated: 11 / 21 / 2019

George Azevedo, Jr.

Dated: _____
CERTIFIEDSAFETY, INC.

By: Anthony Spencer
Its: Chief Executive Officer

promoted to the public, except as necessary to effectuate and/or enforce the terms of this Settlement Agreement and to prepare the motion for preliminary approval. Notwithstanding the foregoing, Class Representatives and Class Counsel may tell the public in general only that certain claims “have been resolved by the parties.” Class Representatives and Class Counsel will not publish or publicize the Settlement Amount and will not issue any press releases except that Class Representatives and Class Counsel may disclose in legal proceedings a summary of the terms of the Settlement.

7.12. Notice to Government Agencies. Plaintiffs will provide notice and documents to appropriate entities as required by California Labor Code §2699.3(1) and CertifiedSafety will provide notice and documents to appropriate entities as required by 28 U.S.C. § 1715.

Dated: _____
Harold Jones, Jr.

Dated: _____
Genea Knight

Dated: _____
Tierre Crummie

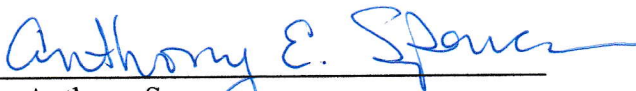
Dated: _____
Marcellous Ross

Dated: _____
Michael East

Dated: _____
Sandra Turner

Dated: _____
George Azevedo, Jr.

Dated: _____
CERTIFIEDSAFETY, INC.


By: Anthony Spencer
Its: Chief Executive Officer

APPROVED AS TO FORM:

Dated: 11/21/19

SCHNEIDER WALLACE COTTRELL
KONECKY WOTKYNYS LLP



Carolyn Hunt Cottrell
David C. Leimbach
Michelle S. Lim
Scott L. Gordon
Attorneys for Plaintiffs

Dated: 11/20/19

WINSTON & STRAWN LLP



Laura R. Petroff
Emilie C. Woodhead
Jason S. Campbell
Attorneys for Defendant

EXHIBIT A

**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 [insert
preliminary approval date], 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.**

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”).¹ 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 [insert preliminary approval date]. Because you fit this definition, **you may be entitled to receive money from the Settlement, as described below.**²

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*

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 [INSERT URL].

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. 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 _____, 2019 at _____, 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, Alaska, California, Illinois, Minnesota, Ohio, and Washington law.

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 [INSERT URL]. 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 (see Section 11, below), settlement administration costs (up to \$[insert]), 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. 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 [insert date of preliminary approval] ("Alaska Rule 23 Class Members");
- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in California at any time from April 21, 2013 to [insert date of preliminary approval] ("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 [insert date of preliminary approval] ("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 [insert date of preliminary approval] (“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 [insert date of preliminary approval] (“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 [insert date of preliminary approval] (“Washington Rule 23 Class Members”); and
- Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Actions prior to [insert date of preliminary approval] (“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 [insert date of preliminary approval].
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 \$____. 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 ____ Rule 23 Workweeks from April 21, 2013 through [insert date of preliminary approval]

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.

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 [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. 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 shall be tendered to the State Controller's Office Unclaimed Property Division (or similar/equivalent state agency) for the state where the Participating Individual most recently worked for CertifiedSafety, so that the Participating Individual can claim those monies at a later time.

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 [INSERT]. 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 Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **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 [INSERT DATE]. 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 [INSERT DATE]. 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 [insert date (ten (10) business days before the Court's Final Approval hearing)], orally at the Final Approval hearing, or as otherwise ordered by the Court.

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, 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 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 [insert amount]. 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 [INSERT URL]. 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.

EXHIBIT B

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.

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 [INSERT URL].

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 _____, 2019 at _____, 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, Alaska, California, Illinois, Minnesota, Ohio, and Washington law.

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 [INSERT URL]. 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 (see below), settlement administration costs (up to \$[insert]), 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. 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 [insert date of preliminary approval] ("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 than California, Washington, Minnesota, Illinois, Alaska, and Ohio, from three years prior

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.

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 [insert date of preliminary approval]. 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.
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 \$____. 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 ___ FLSA-only Workweeks from three years prior to your Opt-In Date through [insert date of preliminary approval].

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 [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. 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 shall be tendered to the State Controller's Office Unclaimed Property Division (or similar/equivalent state agency) for the state where the Participating Individual most recently worked for CertifiedSafety, so that the Participating Individual can claim those monies at a later time.

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. If you do not cash your FLSA Settlement Check, you will still be able to claim the money at a later time by contacting the State

Controller's Office Unclaimed Property Division (or similar/equivalent state agency) for the state where you most recently worked for CertifiedSafety.

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 [insert amount]. 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 [INSERT URL]. 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.

EXHIBIT C

**NOTICE OF CLASS AND COLLECTIVE 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

YOU WORKED FOR CERTIFIEDSAFETY AT SOME TIME BETWEEN APRIL 21, 2013 AND [insert date of preliminary approval] AND YOU ALSO FILED AN OPT-IN FORM TO ASSERT FAIR LABOR STANDARDS ACT CLAIMS IN A LAWSUIT. YOU MAY THEREFORE BE ENTITLED TO PAYMENT FROM A PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

PLEASE READ THIS NOTICE CAREFULLY.

1. Why Did I Get This Notice?

A proposed class and 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 (1) 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 [insert preliminary approval date], and (2) you submitted an opt-in form to become an Opt In Plaintiff and assert federal Fair Labor Standards Act (“FLSA”) claims in 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 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 the 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.*

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 [INSERT URL].

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.

Separately, you are also 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 also an Opt In Plaintiff. Therefore, you may additionally 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 federal FLSA claims and you will release your federal FLSA claims if the Court grants Final Approval of the Settlement.

If you opt out of the Rule 23 Classes under the Settlement, you will still receive a Settlement check for releasing your federal FLSA claims. However, you will not receive any enhanced Workweek weighting, as explained in this Notice, for your work as a Safety Attendant or Safety Foreman in Alaska, California, Illinois, Minnesota, Ohio, and/or Washington. All of your Workweeks nationwide as a Safety Attendant or Safety Foreman will be unweighted.

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 as a Rule 23 Class Member, or object to the Settlement as a Rule 23 Class Member. The United States District Court for the Northern District of California has preliminarily approved the Settlement as fair and reasonable with respect to the Rule 23 Classes, and 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. The Court will hold a Final Approval hearing on _____, 2019 at _____, to make a final fairness determination with respect to the Rule 23 Classes, 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., Terre 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, Alaska, California, Illinois, Minnesota, Ohio, and Washington law.

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 or 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 Rule 23 Class Members and 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 [INSERT URL]. 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. Deductions from this amount will be made for attorneys’ fees and costs for Class Counsel (see below), settlement administration costs (up to \$[insert]), 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. 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 [insert date of preliminary approval] (“Alaska Rule 23 Class Members”);
- All individuals who worked for CertifiedSafety as Safety Attendants and Safety Foremen in California at any time from April 21, 2013 to [insert date of preliminary approval] (“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 [insert date of preliminary approval] (“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 [insert date of preliminary approval] (“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 [insert date of preliminary approval] (“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 [insert date of preliminary approval] (“Washington Rule 23 Class Members”); and
- Individuals who filed an Opt-In Consent Form to assert federal FLSA claims in the Actions prior to [insert date of preliminary approval] (“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, Workweeks in all states other than California, Washington, Minnesota, Illinois, Alaska, and Ohio, from three years prior to the Opt-In Date through [insert date of preliminary approval] (“FLSA-only Workweeks”).
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 and Rule 23 Class Member, you will receive either a Combination Check, or an FLSA Settlement Check if the Court grants Final Approval of the Settlement. You will receive a Combination Check if you do not request exclusion from the Rule 23 component of the Settlement, as discussed in this Notice. The Combination Check will provide payment to you for both the Rule 23 component and FLSA component of your share of the Settlement. If you request exclusion from the Rule 23 component of the Settlement, you will only receive an FLSA Settlement Check. The FLSA Settlement Check will provide payment for only for the FLSA component of the settlement.

According to records maintained by CertifiedSafety, your Combination Check is estimated to be at least \$____. 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 comprised of the Rule 23 component of your share of the Settlement (estimated to be at least \$____) and the FLSA component of your share of the Settlement (estimated to be at least \$____). These amounts are based on the following numbers of Workweeks you worked for CertifiedSafety, as shown by company records:

You are estimated to have worked ____ Rule 23 Workweeks from April 21, 2013 through [insert date of preliminary approval]

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.

You are estimated to have worked ___ FLSA-only Workweeks from three years prior to your Opt-In Date (which is three years preceding the date that Class Counsel filed a an Opt In Consent Form on your behalf) through [insert date of preliminary approval].

If this Notice reports that you have zero (0) FLSA-only Workweeks, then all of your Workweeks are attributed to the Rule 23 Classes.

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 [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. 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 Settlement checks that are sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies shall be tendered to the State Controller's Office Unclaimed Property Division (or similar/equivalent state agency) for the state where the Participating Individual most recently worked for CertifiedSafety, so that the Participating Individual can claim those monies at a later time.

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, Participating Individuals 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.

(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.

(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.

(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.

(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.

(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.

(g) Opt In Plaintiffs: 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.

(h) 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 Rights?

- **Do Nothing:** If you do not timely and validly opt-out of the Rule 23 Classes, you will automatically receive your Combination Check. You may also receive a FLSA Settlement Check. You 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 [INSERT]. 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 Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **If you request exclusion (opt out) of the Settlement, you will not be bound by the Settlement with respect to the Rule 23 Classes, and you will not have any right to object, appeal or comment on the Settlement. As 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 with respect to federal FLSA claims.**

If you request exclusion (opt out) of the Settlement, you will receive credit under the Settlement for all of your Workweeks nationwide from the three years preceding the date that Class Counsel filed a Consent to Join form on your behalf to and including [insert date of preliminary approval]. Workweeks in California, Washington, Alaska, Minnesota, Illinois, and Ohio will be included in this calculation, but none of the Workweeks will be subject to any weighting (i.e., all Workweeks will be equal to one (1) settlement share).

- **Object:** If you received this Notice and wish to object to the Settlement as it pertains to the Rule 23 Classes, you must submit a written statement objecting to the Settlement by [INSERT DATE]. 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 [INSERT DATE]. 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 file 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 [insert date (ten (10) business days before the Court's Final Approval hearing)], orally at the Final Approval hearing, or as otherwise ordered by the Court.

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, 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 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 [insert amount]. 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 [INSERT URL]. 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.