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14 Attorneys for Plaintiffs PAUL VELIZ, *et al.*

15 **IN ARBITRATION PROCEEDINGS**
16 **BEFORE THE AMERICAN ARBITRATION ASSOCIATION**

17 _____)
18 PAUL VELIZ, *et al.*,)
19 Claimants,)
20 vs.)
21 CINTAS CORPORATION, *et al.*,)
22 Respondents.)
23)
24)
25)
26)
27)
28)
_____)

Case No.: 11 160 01323 04
**[PROPOSED] FINAL AWARD (1)
CONFIRMING FINAL
CERTIFICATION OF CLASSES AND
COLLECTIVE ACTION; AND (2)
GRANTING FINAL APPROVAL OF
CLASS AND COLLECTIVE ACTION
SETTLEMENT**
Date : June 3, 2011
Time : 2:30 p.m.
Courtroom 3, 17th Floor, United States
District Court, Northern District of
California
Arbitrator: Hon. Bruce Meyerson

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1 **INTRODUCTION**

2 Claimants have made an unopposed application for final approval of the Settlement
3 Agreement (“Agreement”) which the Arbitrator and Court preliminarily approved on December 8,
4 2010. See Arbitration Preliminary Approval Order (December 8, 2010 Order); *Veliz* Litigation
5 Dkt. #1639. The Arbitrator has read and carefully considered the Agreement and the exhibits
6 appended thereto (attached hereto as Exhibit 1), as well as the briefs and arguments of counsel.
7 Accordingly, it is hereby ORDERED as follows:

9 **DEFINITIONS**

10 1. This Award incorporates by reference the Definitions contained in the Agreement,
11 and all terms used in this Award shall have the same meaning as set forth in the Agreement.
12

13 **JURISDICTION**

14 2. This Arbitrator has jurisdiction over the subject matter of this arbitration and all
15 matters relating thereto, and over all parties to this arbitration.

16 **CONFIRMATION OF SETTLEMENT CLASSES**

17 3. The Arbitrator confirms as final its preliminary designation, in ¶5 of the December
18 8, 2010 Order, of the class of FLSA Plaintiffs as an FLSA collective action for purposes of
19 settlement.
20

21 4. Pursuant to AAA Supplementary Class Arbitration Rules 4 and 8, the Arbitrator
22 confirms as final his preliminary certification, in ¶6 of the December 8, 2010 Order, of the
23 following classes for purposes of settlement:

- 24 a. An FLSA settlement class consisting of all plaintiffs who filed FLSA
25 Consent-to-Sue forms in the FLSA collective action and whose FLSA
26 claims were determined by the Court to be arbitrable.
27
28

1 b. State Law Subclasses consisting of all persons employed by Cintas as
2 Route Drivers in the following states from and through and including the
3 dates shown, to the extent such persons in the following states were not, or
4 arguably were not, a party to a binding arbitration agreement with Cintas:
5

State	State Law Class Period
California	from March 19, 1999 through August 22, 2010
Colorado	from May 26, 2000 through August 22, 2010
Connecticut	from May 26, 2001 through August 22, 2010
Illinois	from March 19, 2000 through August 22, 2010
Indiana	from May 26, 2000 through August 22, 2010
Kansas	from May 4, 2001 through August 22, 2010
Kentucky	from May 4, 1999 through August 22, 2010
Maine	from May 4, 1998 through August 22, 2010
Maryland	from April 20, 2001 through August 22, 2010
Massachusetts	from May 4, 2002 through August 22, 2010
Minnesota	from May 4, 2001 through August 22, 2010

State	State Law Class Period
New Jersey	from March 19, 2001 through August 22, 2010
New Mexico	from May 4, 2003 through August 22, 2010
New York	from May 26, 1997 through August 22, 2010
Ohio	from May 4, 2002 through August 22, 2010
Oregon	from May 4, 2002 through August 22, 2010
Pennsylvania	from May 4, 2001 through August 22, 2010
Washington	from May 4, 2001 through August 22, 2010
Wisconsin	from May 4, 2002 through August 22, 2010

5. The Arbitrator confirms as final the appointment of the following individuals as representatives of the FLSA Collective Action and the State Law Sublasses: Paul Veliz (California), Carl Russell (California), David Anderson (California), Tom Jaramillo (Colorado), Barbara Cowles (Connecticut), Tade Wasmer (Illinois), Mark Anthony Feagin (Kansas), William Hehr II (Kentucky), R. Patrick Durkin (Massachusetts), Aaron Collins (Maryland), Randall Bowles (Maine), Jason Koste (Minnesota), Fred Migdol (New Jersey), Edward P. Garcia (New Mexico), Ronald Gardner (New York), Anthony Edwards (Ohio), Colby Jackson (Oregon), Brian Gilbert (Pennsylvania), Doug Choate (Washington), Robert DeGroot (Wisconsin), John Cruz

1 (Indiana), Edward Evans (Kansas), Timothy Coleman (Maryland), Thomas Dollhopf (Wisconsin),
2 Sean Eaton (Wisconsin), and Brian Gamble (Indiana).

3 6. The Arbitrator confirms as final the appointment of plaintiffs' law firms, Robbins,
4 Geller, Rudman & Dowd LLP, Altshuler Berzon LLP, and Traber & Voorhees, as Class Counsel
5 for the FLSA Collective Action and the State Law Subclasses.

6 7. If, for any reason, the Settlement ultimately does not become effective, this order
7 certifying the classes and collective action under Supplementary Class Arbitration Rule 8 and
8 FLSA §216(b) shall be vacated; the parties shall return to their respective positions in this lawsuit
9 as those positions existed immediately before the parties executed the Settlement Agreement; and
10 nothing stated in the Settlement Agreement or any other papers filed with this Arbitrator in
11 connection with the settlement shall be deemed an admission of any kind by any of the parties or
12 used as evidence against, or over the objection of, any of the parties for any purpose in this action
13 or in any other action.

14 **SETTLEMENT APPROVAL**

15 8. The Notice, Proof of Claim Form, and Request for Exclusion form given to class
16 members pursuant to the Arbitrator's December 8, 2010 Order constituted the best notice
17 practicable under the circumstances, was accomplished in all material respects, and fully met the
18 requirements of Supplementary Class Arbitration Rule 8, the FLSA, and due process.

19 9. Pursuant to Supplementary Class Arbitration Rule 8, this Arbitrator grants final
20 approval to the Settlement Agreement and the settlement set forth therein, and orders the parties
21 to implement, and comply with, its terms. The Arbitrator finds that the Settlement is fair,
22 reasonable, and adequate in all respects, and that it is binding on all class members who did not
23 timely request exclusion from the Settlement pursuant to the procedures set forth in the Arbitrator
24 December 8, 2010 Order. The Arbitrator specifically finds that settlement is rationally related to
25 the strength of plaintiffs' claims given the risk, expense, complexity, and duration of further
26 litigation. This Arbitrator also finds that the Settlement Agreement is the result of arms'-length
27 negotiation between experienced counsel representing the interests of the class and defendants,
28 after thorough factual and legal investigation. The Arbitrator further finds that the response of the

1 class to the Settlement Agreement supports final approval. Specifically, no class member
2 objected to the proposed settlement.

3 10. The Arbitrator finds that the proposed plan of allocation is rationally related to the
4 relative strengths and weaknesses of the respective claims asserted. The mechanisms and
5 procedures set forth in the Agreement by which payments are to be calculated and made to class
6 members filing timely claims are fair, reasonable, and adequate. Payment shall be made
7 according to those allocations and pursuant to the procedure set forth in the Agreement.

8 11. The Arbitrator has reviewed claimants' request for enhancement payments of
9 \$2,500 each to Michael Brown, Ricardo Brown, Michael Clayton, Dennis Fedor, Drew Fuehring,
10 Wilfredo Huertas, Daniel Peterson, Derrick Samuels, Kelly Smith and Edwin Sullivan; and
11 \$1,000 each to Paul Veliz, Carl Russell, David Anderson, Tom Jaramillo, Barbara Cowles, Tade
12 Wasmer, Mark Anthony Feagin, William Hehr II, R. Patrick Durkin, Aaron Collins, Randy
13 Bowles, Jason Koste, Fred Migdol, Edward P. Garcia, Ronald Gardner, Anthony Edwards, Colby
14 Jackson, Brian Gilbert, Doug Choate, Robert DeGroot, John Cruz, Edward Evans, Timothy
15 Coleman, Thomas Dollhopf, Sean Eaton, Brian Gamble, and Paul Kushner. The Arbitrator finds
16 that these requested enhancement payments are fair and reasonable, and shall be paid to the
17 designated individuals in addition to any other Settlement Payment to which they are entitled
18 under the Agreement.

19 12. Claimants' request to permit the late filing of claims received through ~~May 1, 2011~~
20 is granted. The Arbitrator has discretion to approve the payment of untimely claims. *See, e.g., In*
21 *re Gypsum Antitrust Cases*, 565 F.2d 1123, 1128 (9th Cir. 1977); *Zients v. LaMorte*, 459 F.2d 628
22 (2d Cir. 1972). Claimants have shown good cause why the ~~48~~¹³⁶ claims that were not postmarked
23 by, or received by, the claims-filing deadline of April 7, 2011 should be accepted, and they are
24 therefore deemed timely. For example, some claimants submitted written explanations that they
25 experienced personal or family medical emergencies shortly before the claims-filing deadline of
26 April 7, 2011, that precluded them from filing their claims by the deadline. Others explained that
27 they did not timely receive the notice packet because it had been mailed to a former address and
28 was not forwarded to the current address until after the April 7 deadline. Others explained that

June 3, 2011

1 they had requested a remailed notice packet before the April 7 deadline, but did not receive the
2 packet in time to submit the claim form by April 7. The acceptance of these ¹³⁶ ~~118~~ claims will not
3 materially affect timely claimants' recovery, and does not delay the process of final approval or
4 calculating or distributing the settlement proceeds. Under these circumstances, the Arbitrator
5 finds good cause to deem these ¹³⁶ ~~118~~ claim forms timely submitted. \$19,186.90

6 13. Claimants have requested approval of the payment of an additional ~~\$19,816.90~~
7 from the settlement for claims administration, for a maximum amount of \$81,186.90. Claimants
8 have demonstrated that their original estimate for the cost of claims administration was based on
9 an estimate of a class size of 20,000. After Cintas produced the class member mailing list, the
10 class proved to be significantly larger, resulting in increased costs to the Claims Administrator. In
11 addition, claimants asked the Claims Administrator to provide telephone support, which has
12 proved to be a valuable and necessary tool for communicating with class members during the
13 claims administration period. The Arbitrator finds that these additional expenses are reasonable
14 and necessarily incurred. Therefore, claimants' request for approval of the payment of up to
15 \$81,186.90 from the settlement for claims administration is granted. It is not necessary to provide
16 further notice to the class of this revised claims administration figure. Claimants' original request
17 for reasonable litigation costs to be paid from the settlement was \$720,000. The settlement notice
18 informed all class members of that requested amount. No class members objected to that
19 requested amount. In their motion for attorneys' fees and costs, claimants have revised their cost
20 request to less than \$695,000. Therefore, the additional amount requested at this time for claims
21 administration does not affect the overall amount of settlement proceeds that the notice informed
22 class members would be available for the payment of class members' claims.

23 14. A list of those class members who timely and validly requested exclusion from the
24 Settlement is attached hereto as Exhibit 2.

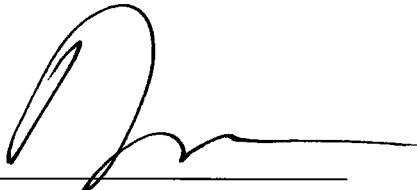
25 15. By operation of this Award, all claims released by ¶¶69-71 of the Agreement are
26 fully, finally, and forever released and discharged, except as to those class members who timely
27 and validly requested exclusion from the settlement. The Arbitrator has reviewed the releases as
28 set forth in ¶¶69-71 of the Settlement, Section D of the Proof of Claim Form, and the [Proposed]

1 Judgment, and finds the releases to be fair, reasonable, and enforceable under the FLSA and all
2 other applicable laws.

3 16. The Arbitration is hereby dismissed with prejudice, each party to bear its own
4 attorneys' fees and costs, except as provided by the Agreement and the orders of the Court and
5 Arbitrator.

6
7 IT IS SO ORDERED.

8
9 Dated: JUNE 3, 2011



Hon. Bruce Meyerson (Ret.)
Arbitrator

EXHIBIT 1

EXHIBIT 2

NAME	CITY	STATE
ALBRIGHT,JOHNATHON	BRANDON	FL
ALDRIDGE,MIKE	FRANKLIN	OH
ALLAN,BENJAMIN A	SNOHOMISH	WA
ANDERSON,JOHN R	MORROW	GA
ANDREWS,ROBERT	LAGUNA HILLS	CA
BAGATTI,CHRISTOPHER P	MADRID	IA
BAKER,JOSHUA	COLUMBIA CITY	IN
BALCOM,SCOTT	TAMPA	FL
BARNES,JAMES	POOLER	GA
BARUXES,BRANDT J	OLMSTED FALLS	OH
BAUGH,CHAD	PIQUA	OH
BAUM,MICHAEL	LYNCHBURG	VA
BAUR,KARL	WEST CHESTER	PA
BAYDO,ADAM	PUYALLUP	WA
BLEVINS,RICK	LIMA	OH
BREAUX,MURPHY	HOUMA	LA
CAILLAVET,COLIN	BILOXI	MS
CALDER,MAGGI	DELRAY BEACH	FL
COLAVITO,MARC	CENTENNIAL	CO
COY,AARON	BURTON	MI
DANIEL,LEE	ROMEO	MI
DAVIS,MARK	KOKOMO	IN
DECKER,HARMONY	WALDEN	NY
DEVINE,ROBERT	ST PETERSBURG	FL
DONLEY,NICK	CINCINNATI	OH
DUJMOVICH,MICHAEL	MUNCIE	IN
EDWARDS,STEVEN	TEMPLE	TX
ESTEP,JEFFREY T	REDKES	IN
FENTON,SUE	TRAVERSE CITY	MI
FLAGG,JAMES	ROMEONVILLE	IL
FORD,JERRY	BAKERSFIELD	CA
FORMOSO,JUAN M	MIAMI	FL

NAME	CITY	STATE
FORTE,JAMES	PHILADELPHIA	PA
FRANKS,JEROME	ARVADA	CO
GILLY,GEORGE	OREFIELD	PA
GLOVER,MARK	MAYFIELD	KY
GONZALEZ,JESUS	TRAVERSE CITY	MI
GRANT,NATALIE	SAINT LOUIS	MO
GRIFFIN,JEFFREY P	CHARLOTTE	NC
GROME,DAVID	HARRISON	OH
HADDAD,EDWARD	LOWELL	MA
HAINES,BYRON	TACOMA	WA
HANSEL,WILLIAM	ORE CITY	TX
HARRINGTON,MATTHEW	NOBLESVILLE	IN
HARRIS,ROY RON	RUSH	KY
HERNANDEZ,SERGIO	MIAMI	FL
HERNANDEZ,VICTOR	ALTOONA	IA
HOLBROOK,DARREN C	WESTERVILLE	OH
HOLJES,RYAN	EASTON	PA
HOLZMAN,FRANK	SLATINGTON	PA
HORTOBAGYI,SANDRA	WILLOUGHBY	OH
HOWER,WHITNEY	SPRINGFIELD	MO
HULTQUIST,CARL	NAMPA	ID
HUTCHERSON,LYNETTE	ORANGE PARK	FL
IVESON,JOHN	MADISON HEIGHTS	MI
JENKS,THOMAS	POUGHKEEPSIE	NY
JOHANNESMANN,CLINTON C	DAPHNE	AL
JOHNSON,BRAD	PINE GROVE MILLS	PA
JOHNSON,PHILIP	SHREVEPORT	LA
JUSTUS,ADAM	FORT WORTH	TX
KINKEAD,MICHAEL	BETHLEHEM	PA
KLEMENT,ROBERT	WAUKESHA	WI
KOERNER,CURT	OLATHE	KS
KOSISKO,MATTHEW	LYNN	IN

NAME	CITY	STATE
LANGFORD,BILL	HERMITAGE	TN
LEAVY,DEREK	LAFAYETTE	CA
LEPLEY,RICHARD	CASPER	WY
LIBERATORE,JOSEPH	WEBB CITY	MO
LOTZER,DIANA	ROMEDEVILLE	IL
LUCAS,CHARLES J	PECULIAR	MO
LUIKART,JAMES	STAFFORD	VA
MACHADO,KEVIN	PAWTUCKET	RI
MARQUES,JOSE	UNION	NJ
MATTEUCCI,ANTHONY	WILLOUGHBY	OH
MATTHEWS,CLINT	MAUMEE	OH
MCCONNELL,JAMES	BATTLE GROUND	IN
MCFADDEN,JAMES	COLUMBUS	OH
MCMAHON,ROBERT	LINCOLN	RI
MENDOZA,MARTIN	BOULDER CITY	NV
MONTGOMERY,MATTHEW P	OAKLAND	TN
MOSER,THEARON	N LAS VEGAS	NV
MULARCIK,BRYAN	ASHVILLE	OH
MULLIS,ED	NEWBURGH	IN
NARBONE,JAMES	OAK LAWN	IL
OCON,CARLOS	MINNEOLA	FL
ORTEGA,ROBERTO	HIALEAH	FL
PEELMAN,BRAD	CLINTON	IN
PETHERAM,PAULA	KENNEWICK	WA
PLONK,JAMES	HANOVER	PA
PULLUM,JOHN	FLINT	MI
REEDY JR,ROBERT	KUTZTOWN	PA
RICHARDSON,WILLIAM	PLANT CITY	FL
ROE,FIONA M	WOODSTOCK	GA
ROECK,DAVID	CINCINNATI	OH
SALMON,DAVID J	TRENTON	IL
SALO,TIMOTHY D	RAMSEY	MN

NAME	CITY	STATE
SAUL,KATHERINE	CARY	IL
SCARBOROUGH,BRET	ELK RIVER	MN
SCARBOROUGH,BRIAN	DENVER	CO
SCHIFFERSTEIN,WILLIAM	HARAHAN	LA
SCHWEITZER,LARRY L	LOUISVILLE	KY
SCLAFANI,JOHN	APEX	NC
SMITH,BRANDON	CULLODEN	WV
SMITH,SHANN	ANTHEM	AZ
SUGGS,RANDALL	WEST MONROE	LA
SULLIVAN,GREGORY	PORTER	TX
SUTTER,JOHN MICHAEL	MINDEN	LA
SWEESY,CURTIS	PALM SPRINGS	CA
TABOR,JEREMY	DODGE CITY	KS
VAN SICKLE,BETHANY A	CANDLER	NC
VANDEWEGE,NATHAN	ROSEMOUNT	MN
VESELY,EDWARD	NEWBURGH	NY
WALKER,BRENT	OWASSO	OK
WEAVER,JACKSON	SCOTT DEPOT	WV
WILLIAMS,HARTWELL	NORTH PLAINFIELD	NJ
WILLIAMS,MATTHEW	CHRISTIANSBURG	VA