

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS, PLEASE READ IT CAREFULLY.

Shakeera Myers, et al. v. Loomis Armored US, LLC,
United States District Court for the Western District of North Carolina,
Civil Action No. 3:18-cv-00532-FDW-DSC.

NOTICE OF PROPOSED CLASS AND COLLECTIVE-ACTION SETTLEMENT

Re: Settlement of claims on behalf of employees who were employed by Loomis Armored US, LLC (“Loomis” or “Defendant”) as Armored Service Technicians or similar positions, for alleged unpaid wages against Loomis.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	<p>Receive money and release your Fair Labor Standards Act (“FLSA”) and North Carolina Wage and Hour Act (“NCWHA”) claims, if any, as well as any other wage and hour claims you may have.</p> <p>In order to receive a Settlement payment, you must fully complete the Claim Form and I.R.S. Form W-9, provided along with this Notice, and return them to the Settlement Administrator by March 22, 2020. The I.R.S. Form W-9 can also be found at: https://www.irs.gov/pub/irs-pdf/fw9.pdf</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>If you do not wish to participate in the Settlement, you may exclude yourself by following the instructions in Section 11.B below. If you request exclusion, do not submit a Claim Form.</p> <p>Only those individuals who exclude themselves will retain any right they may have to pursue their own lawsuit or claims under the NCWHA in the future. Individuals who request exclusion will not release any NCWHA claims as part of this Settlement, but also will not receive any monetary award as part of the Settlement.</p>
OBJECT	<p>If you were employed by Loomis as an Armored Service Technician or similar position, and at any time between October 1, 2016, and December 16, 2019, subject to deductions from your paycheck for certain equipment and/or worked more than forty (40) hours in a workweek(s), and do not exclude yourself by following the instructions in Section 11.B below, you can write the Court about why you object to the Settlement.</p>
DO NOTHING	<p>If you do nothing, you will not receive any monetary award available to you under the Settlement, but you will still release any claims you may have under the NCWHA. You will not, however, release any claims under the FLSA.</p>

**These Rights and Options – And the Deadlines to Exercise Them –
Are Explained in this Notice.**

1. INTRODUCTION

The Court has preliminarily approved a proposed Settlement in this case. This is a Court-authorized Notice. This is not a solicitation from a lawyer.

Your estimated Settlement payment (if you choose to participate) is included in the Claim Form enclosed with this Notice. Settlement payments will be made if the Court approves the Settlement and after any appeals are resolved.

You have received this Notice because records indicate you were employed by Loomis as an Armored Service Technician or in a similar position sometime during the period from October 1, 2015 to December 16, 2019.

If you fully complete and mail the enclosed Claim Form and I.R.S. Form W-9 to the Settlement Administrator so that they are postmarked on or before **March 22, 2020** if returned by U.S. Mail, or received by **March 22, 2020** if returned by fax or electronic upload, and the Settlement is approved by the Court, you will be mailed a check. Your estimated check amount is included in the Claim Form enclosed with this Notice. You also will release all wage and hour claims you may have against Loomis, as described in Section 15, below.

Alternatively, if you wish, you can exclude yourself from the Settlement. But if you exclude yourself and wish to pursue claims against Defendant, you will have to file a new lawsuit and represent yourself or hire a lawyer to represent you in that new lawsuit.

If you were employed by Loomis as an Armored Service Technician or in a similar position (“AST”) at any time between October 1, 2016 and December 16, 2019, you can also object to the Settlement (but if you object, you cannot opt-out).

2. WHAT IS THIS CASE ABOUT?

A former Armored Service Technician, Plaintiff Shakeera Myers, has sued Loomis alleging that she and other ASTs were not paid correctly for all hours worked, including alleged unpaid overtime pay, which they believe violates the FLSA and NCWHA, and were subject to unlawful deductions in violation of the NCWHA. Based on these allegations, Plaintiff Myers seeks to recover unpaid wages, liquidated damages, pre- and post-judgment interest, and attorneys’ fees and costs.

Defendant denies Plaintiff’s allegations that it violated the FLSA or North Carolina

law, or failed to properly pay its employees for all hours worked and claimed overtime and has further denied Plaintiff's allegation that it is liable to Plaintiff under any circumstances. Without admitting any liability, Defendant agreed to settle these claims to avoid the costs, risk, and disruption of further litigation.

The Court has not decided in favor of any party in this case. Instead, at a mediation, the parties agreed to settle the case instead of proceeding further in court. The Court has granted preliminary approval of the parties' proposed Settlement. Loomis will pay to resolve the claims of ASTs who send back the Claim Form enclosed with this Notice.

3. WHAT IS A "COLLECTIVE ACTION," WHAT IS A "CLASS ACTION," AND WHO IS INVOLVED?

Under the FLSA, if a court decides that a case should be treated as a "collective action," a group of "similarly situated" individuals may seek to recover unpaid overtime wages and related damages. In a collective action, individuals who "opt in" to the lawsuit by filing consents to join, become party-plaintiffs. They are sometimes referred to as "opt-in plaintiffs." The individuals who initiate the lawsuit, referred to as "named plaintiffs," bring the action on behalf of themselves and other individuals who are believed to have similar claims and may consent to join the action.

This type of "opt-in" collective action is different from the better-known "class action," where participants do not need to file a written consent to join. In a class action, the "named plaintiffs" sue on behalf of all individuals within a defined group or "class." If a court decides that the case should be treated as a "class action," all individuals who are in the defined group automatically become "class members" unless they file a written request with the court asking to be excluded. In federal courts, these types of cases are sometimes referred to as "Rule 23" class actions.

The named plaintiff here – Shakeera Myers – filed this case as both a collective action under the FLSA and a class action under North Carolina state law. The proposed collective action under the FLSA would include armored service technicians, including armed drivers, armed messengers, and armed guards, or in similar positions who worked for Loomis in North Carolina at any time from October 1, 2015 through December 16, 2019 and who opt-in to this case by filing a written consent with the Court. Additionally, Ms. Myers sought to bring a class action under North Carolina state law on behalf of a class of ASTs, including armed drivers, armed messengers, and armed guards, or in similar positions, who worked for Loomis in North Carolina at any time from October 1, 2016 through December 16, 2019.

In both types of cases, named plaintiffs may request the court to certify the case as a class and/or collective action. If the court grants that request, the same court resolves the

issues in the case for all potential opt-in plaintiffs and class members. The U.S. District Court for the Western District of North Carolina is the court in charge of this collective action and class action. Here, the Court has granted certification to Plaintiff's class and collective action and authorized Notice to be sent to eligible ASTs before the Court decides whether to grant final approval of the Settlement.

4. WHAT SETTLEMENT PAYMENT WILL I RECEIVE IF I SEND IN THE CLAIM FORM?

If you fully complete the enclosed Claim Form and I.R.S. Form W-9 and submit them to the Settlement Administrator so that it is postmarked by **March 22, 2020** if returned by U.S. Mail, or received by **March 22, 2020** if returned by fax or electronic upload, and the Settlement is approved by the Court, you will receive a check for at least the amount stated in the Claim Form enclosed with this Notice. You may receive a larger amount if not all eligible ASTs return a Claim Form. This Settlement amount will be treated as 50% wages income subject to standard payroll deductions and 50% non-wage income and shall be equally divided and reported on I.R.S. Forms W-2 (50%) and I.R.S. Forms 1099 (50%).

5. WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?

The Court certified the following collective/classes, meaning that these groups will be able to receive payment from the Settlement, if they send back the Claim Form and I.R.S. Form W-9 enclosed:

a. **FLSA Collective Members:** All current and former armored service technicians, including armed drivers, armed messengers, and armed guards, or in similar positions who worked for Loomis Armored US, LLC in North Carolina at any time from October 1, 2015 through December 16, 2019, and who were not compensated at the appropriate one and one-half (1.5) times their regular hourly rate for all hours worked in excess of forty (40) per week.

b. **Rule 23 Settlement Class Members:** All current and former armored service technicians, including armed drivers, armed messengers, and armed guards, or in similar positions, who worked for Loomis Armored US, LLC in North Carolina at any time from October 1, 2016 through December 16, 2019, and who were not compensated at the appropriate one and one-half (1.5) times their regular hourly rate for all hours worked in excess of forty (40) per week, and/or from those wages defendant deducted amounts for bulletproof vests or firearms.

6. WHAT ARE THE BENEFITS AND TERMS OF THIS SETTLEMENT?

Pursuant to the Settlement, Loomis agreed to pay a total of \$1,500,000.00 (the “Gross Settlement Amount”) to cover all alleged unpaid wages, overtime compensation, unlawful deductions, violations of wage and hour laws, liquidated damages, penalties, interest, Class Counsel’s attorneys’ fees, costs and expenses, service awards of up to \$64,500.00 for Named Plaintiff Shakeera Myers and opt-in plaintiffs Trevon Conyers, Shamekia Butler, Michael Smith, Craig Abbott, Charles Peppers, Marvin Blue, Kenneth Brooks, Richard Jackson, and Berry Packer, costs of administering the Settlement, mediation costs and fees, and all other settlement-related payments and costs.

There will be a hearing for final approval of the Settlement. If the Court approves the Settlement, and you fully complete the enclosed Claim Form and I.R.S. Form W-9 and submit it to the Settlement Administrator so that it is postmarked no later than **March 22, 2020** if returned by U.S. Mail, or received by **March 22, 2020** if returned by fax or electronic upload, you will be eligible to receive the Settlement payment listed in your enclosed Claim Form. If you receive a payment, you will be responsible for paying any income taxes you owe as a result of the payment. You also agree to hold Defendant harmless and indemnify Defendant for any liabilities, costs and expenses, including attorneys’ fees, incurred by Defendant due to your failure to pay taxes on your Settlement payment.

After Settlement funds are used to pay (i) Class Counsel’s attorneys’ fees, costs and expenses approved by the Court, (ii) service awards to the named Plaintiff and early opt-in plaintiffs, and payment of other alleged damages to the named Plaintiff, approved by the Court, and (iii) costs of Settlement administration, the remaining amount will be distributed to all eligible individuals who return a Claim Form. You can be both a Participating FLSA Collective Member and a Participating Rule 23 Settlement Class Member. Each Participating FLSA Collective Member and Participating Rule 23 Settlement Class Member who timely returns the Claim Form will be entitled to receive a share of the Net Settlement Amount, proportionate to their estimated actual damages as compared to the total estimated damages for the entire class. Individual Settlement Amounts will only be distributed to eligible ASTs who return a Claim Form.

The Settlement distribution process will be administered by an independent, third-party Settlement Administrator approved by the Court.

If you submit a Claim Form and are sent a Settlement check but fail to cash your check within 180 days after it is mailed, the Settlement Administrator will distribute that money to the UNC Highway Safety Research Center and the North Carolina Justice Center. If you return a Claim Form but fail to cash your check, you will still be bound by the Settlement. If you do not return a Claim Form, but do not exclude yourself from the Settlement, you will still release any claims you may have under the NCWHA.

7. WHO IS CLASS COUNSEL?

The Court appointed the following lawyers as Class Counsel to represent the Settlement classes:

<p>Gilda Adriana Hernandez, Esq. Charlotte Smith, Esq. THE LAW OFFICES OF GILDA A. HERNANDEZ, PLLC 1020 Southhill Drive, Suite 130 Cary, NC 27513 Tel: (919) 741-8693 Fax: (919) 869-1853 rkreuz@gildahernandezlaw.com</p>	<p>Charles Robert Ash, IV, Esq. Matthew L. Turner, Esq. SOMMERS SCHWARTZ, P.C. One Towne Square, Suite 1700 Southfield, MI 48076 248-355-0300 248-746-4001 (fax) crash@sommerspc.com mturner@sommerspc.com</p>
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You do not need to hire your own lawyer because class counsel is working on your behalf in this case. You may, however, choose to hire your own lawyer, but you must do so at your own expense.

8. ARE ATTORNEYS' FEES, COSTS, EXPENSES BEING SOUGHT?

Yes. Class Counsel has handled this case on a “contingent fee” basis and has not received any fees for their work. Class Counsel has also advanced the costs of filing and pursuing this case on behalf of the ASTs. As part of the Settlement, Class Counsel will ask the Court to approve fees in the amount of one-third of the Gross Settlement Amount (\$500,000.00), plus reimbursement of litigation costs in the amount of \$35,000. The Court may choose to award less than these amounts. The Court will make a final decision about the reasonableness of Class Counsel’s request at the final fairness hearing. Attorneys’ fees, costs, and expenses will not be deducted from your estimated Settlement payment, but your proportional share of the attorneys’ fees will be allocated to you as income and reported on an I.R.S. Form 1099-Misc. Class Counsel’s Fees and expenses will be paid from the Gross Settlement Amount before your payment is calculated.

9. ARE PLAINTIFF AND ANY OTHERS RECEIVING ADDITIONAL PAYMENT?

Yes, if approved by the Court. Plaintiff Shakeera Myers will ask the Court to approve a service award in the amount of \$20,000 for herself, in bringing this action on behalf of herself and all others similarly situated, recognition of her cooperation and contributions as named plaintiff, contributions to written discovery, deposition, along with providing a declaration and a general release of all claims; a service award of \$12,500 for early opt-in plaintiff Trevon Conyers who joined the action immediately after it was filed, assisting in

providing documents, details about Defendant's compensation practices and policies, cooperation and participation in written discovery, deposition, and providing a declaration as well as a general release of all claims; a service award of \$5,000.00 for early opt-in plaintiffs Craig Abbott, Michael Smith, Shamekia Butler, and Charles Peppers, due to their early cooperation and participation in discovery and depositions as well as providing declarations, documents, a general release of all claims, and information in furtherance of mediation; a service award in the amount of \$4,000 for early opt-in Plaintiff Marvin Blue for his cooperation and participation in discovery, a general release of all claims, and sitting for a deposition; a service award in the amount of \$3,000 for Kenneth Brooks for his cooperation and participation in discovery, a general release of all claims, and making himself available for a deposition; and service awards in the amount of \$2,500 for early opt-in Plaintiffs Richard Jackson and Berry Packer for their general release of all claims and cooperation and participation in discovery. The service awards recognize early opt-in plaintiffs who joined the lawsuit prior to conditional certification of the classes and preliminary approval of the Settlement. The Court may deny these requests or award less than these amounts. The Court will make a final decision about the service awards at the final fairness hearing. Service awards will be paid from the Gross Settlement Amount before your payment is calculated.

10. HOW ARE THE SETTLEMENT ADMINISTRATOR'S EXPENSES BEING PAID?

Costs of administering this Settlement will be paid from the Gross Settlement Amount before your payment is calculated.

11. WHAT ARE MY OPTIONS REGARDING THE SETTLEMENT?

A. Timely Submit a Fully Completed Claim Form: If you want to claim your share of the Settlement, you need to complete the enclosed Claim Form and I.R.S. Form W-9 and submit them to the Settlement Administrator so that they are postmarked on or before **March 22, 2020** if returned by U.S. Mail, or received by **March 22, 2020** if returned by fax or electronic upload:

Myers v. Loomis Armored US, LLC Settlement Administrator
Attn: Settlement Administrator
P. O. Box 58731
Philadelphia, PA 19102
Fax: (240) 201-9002

Alternatively, you may electronically upload your documents via the following secure mail page:

<https://securefiles.angeiongroup.com/filedrop/LoomisArmored>

You should inform the Settlement Administrator of any changes in your address until you have received your Settlement check and tax reporting form(s). If you fail to update your address, you may not receive your check and/or tax forms.

B. Request to be Excluded: If you were employed by Loomis as an AST or in a similar position after October 1, 2016, and you do not want to participate in the Settlement or to receive a Settlement payment, you can request to exclude yourself in writing. Such written requests must clearly state that you wish to be excluded from the Settlement. Your request should say at the top of the letter, “Request for Exclusion from Settlement in *Myers v. Loomis Armored US, LLC.*, No. 3:18-cv-00532-FDW-DSC,” and should include your name, address, telephone number, and signature. All written requests for exclusion must be sent by First-Class U.S. Mail to the Settlement Administrator at *Myers v. Loomis Armored US, LLC* Attn: Exclusion Request, P.O. Box 58220, Philadelphia, PA 19102 and must be postmarked on or before **March 22, 2020**.

If You Exclude Yourself, You Are Not Allowed to Submit a Claim Form and You Will Not Receive Any Monies from the Settlement.

Failure to include the required information or to timely submit your request to be excluded will result in your remaining a member of the Rule 23 Settlement Class and being bound by any final judgment.

If you validly and timely request exclusion from the Rule 23 Settlement Class, you will not be bound by any final judgment, and you will not be prevented from filing or prosecuting any individual claim you may otherwise have against Defendant under the NCWHA.

C. Object: If you are a Rule 23 Class Member – in other words, if you were employed by Loomis as an AST or in a similar position after October 1, 2016,– and you do not request to be excluded, you may object to the terms of the Settlement, to Class Counsel’s request for attorneys’ fees, costs, and expenses, and/or to Plaintiffs’ request for service awards. If you object and the Settlement is approved, you will still be prevented from bringing your own individual lawsuit asserting claims related to the matters released through this Settlement, and you will be bound by the final judgment entered by the Court. If you object, you may, but are not required to, hire an attorney to represent you. If you hire an attorney, you will be responsible for your own attorneys’ fees, costs and expenses.

If you object to the Settlement, to the requested attorneys’ fees, costs, expenses, and/or to the requested service awards, you must, on or before **March 22, 2020**, file a written objection with the U.S. District Court for the Western District of North Carolina, Charlotte Division at:

Clerk of Court
Charles R. Jonas Federal Building
401 West Trade Street
Charlotte, NC 28202

You must also serve copies of your objection by mailing them to Class Counsel (at the addresses listed in Section 7, above) and Defense Counsel at:

Jerry H. Walters, Esq.
LITTLER MENDELSON, P.C.
Bank of America Corporate Center
100 North Tryon Street, Suite 4150
Charlotte, NC 28202

Your written objection should be labeled at the top of the page with the name and case number of this lawsuit (“*Shakeera Myers v. Loomis Armored US, LLC*, No. 3:18-CV-00532-FDW-DSC”) and must state the nature of your objection and the arguments supporting the objection. Any Rule 23 Settlement Class Member – that is, any AST who was employed by Loomis at any point after October 1, 2016 –who submits a proper, timely objection may appear at the final fairness hearing, either in person or through a lawyer hired at his or her own expense.

Members of the Rule 23 Settlement Class who do not make proper objections by the deadline will lose the right to make objections and will not have the right to appeal approval of the Settlement or speak at the final fairness hearing.

The Court will consider any objections that are timely filed. This does not mean, however, that the Court will necessarily take action based on any objection. If the Court rejects your objection, you will still be bound by the terms of the Settlement and the Release of Claims described in Section 15 below.

D. Do Nothing: If you do nothing, and/or fail to timely send in a completed Claim Form, you will receive nothing from the Settlement. And, if at any time between October 1, 2016 and December 16, 2019 you were employed by Loomis as an AST or in a similar position, you will still be considered to have released all claims described in Section 15 below, except you will still have the right under federal law to file a complaint under the FLSA if the deadline to file such a claim has not already expired and if you have not previously submitted a consent to join this litigation or otherwise released these claims.

However, if you do nothing, you will not receive any money pursuant to this Settlement.

12. WHAT HAPPENS IF THE COURT APPROVES THE SETTLEMENT?

If the Court approves the proposed Settlement, Settlement checks will be issued to eligible ASTs who have timely submitted a completed Claim Form and I.R.S. Form W-9 and have not excluded themselves from the Settlement.

The Settlement will also be binding on all individuals who do not timely and properly request exclusion. This means that all individuals who do not exclude themselves cannot bring their own lawsuits against Defendant for wage claims based on alleged violations of the NCWHA or any other wage and hour laws (other than the FLSA) that arose while you were employed by Loomis from any time prior to the date of the Court's final approval of Settlement. This includes, but is not limited to, claims for improper deductions, back pay, liquidated damages, penalties, interest, and attorneys' fees, costs and expenses.

In addition to these claims, if you timely submit a fully completed Claim Form, you will also release wage and hour claims that could be brought under the FLSA against Defendant that arose while you were employed by Loomis, any time prior to the date of the Court's final approval of Settlement. This includes, but is not limited to, claims for back pay, liquidated damages, penalties, interest, and attorneys' fees, costs and expenses.

The scope of these releases is explained more fully in Section 15 below.

13. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE SETTLEMENT?

If the Court does not approve the proposed Settlement, the case will proceed in court as if no Settlement had been reached. If the case proceeds in court, there is no guarantee that the classes will receive any payment for these claims.

14. WHEN IS THE HEARING ON FINAL APPROVAL OF THIS SETTLEMENT?

The Court will hold this hearing on **April 8, 2020 at 9:30 a.m.**, in Courtroom #1-1, Charles R. Jonas Federal Building, United States Courthouse, 401 West Trade Street, Charlotte, NC 28202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. Either during or after this hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

If there are written objections to the Settlement, the Court may consider them at that time. If you file an objection, you do not have to come to Court to talk about it if you do not wish to do so. The Court will, however, listen to people who have asked to speak at the hearing. You do not have to attend this hearing. Class Counsel will answer questions the Court may have about the Settlement. You may also pay your own lawyer to attend the hearing, but it is not required.

The time and date of this hearing may be changed without further notice.

15. WHAT CLAIMS ARE BEING RELEASED?

a. All individuals who were employed by Loomis as an AST or in a similar position at any time between **October 1, 2016 and December 16, 2019 unless they properly exclude themselves from the lawsuit, and regardless of whether they return a Claim Form**, will release all wage and hour claims, arising on or before the date of the Court's final approval of Settlement, whether known or unknown, which were or could have been asserted in this lawsuit against the Defendant, including, without limitation, claims for wages, overtime, wage deductions, retaliation for complaining about any alleged violations of any wage and hour law, and any related damages, equitable relief, or any other relief related to any alleged failure to pay all wages or other compensation owed, or properly record or credit hours worked. This release includes all federal, state, and local statutory claims and common law claims related to hours worked and unpaid wages, *but it does not include claims based on the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.*

b. Additionally, all individuals who were employed by Loomis as an AST or in a similar position at any time between **October 1, 2015 and December 16, 2019, and who return a Claim Form**, also release Defendant from any and all claims arising under the Fair Labor Standards Act, as amended, 29 U.S.C. § 201, *et seq.*, which they have or might have, known or unknown, asserted or unasserted, of any kind whatsoever, up to and including the date of the Court's final approval of the Settlement.

A more complete statement of the claims released by individuals bound by the Settlement can be found in Article VI of the Settlement Agreement ("Release of Claims"), which is accessible at www.LoomisArmoredSettlement.com or by contacting the Settlement Administrator at Myers v. Loomis Armored US, LLC, P. O. Box 58731, Philadelphia, PA 19102 or by telephone at (844) 334-7535.

16. IF I AM A CURRENT EMPLOYEE WITH LOOMIS AND I CHOOSE TO PARTICIPATE IN THIS SETTLEMENT, AM I PROTECTED FROM POSSIBLE RETALIATION?

Yes. It is against the law to retaliate or discriminate against an individual who decides to participate in this Settlement. Defendant will not discriminate or retaliate against you in any way because of your decision to participate or not in the case or this Settlement.

17. ARE THERE MORE DETAILS AVAILABLE?

For additional information you may contact the Settlement Administrator at *Shakeera Myers v. Loomis Armored US, LLC*, P. O. Box 58731, Philadelphia, PA 19102, or call (844) 334-7535. You also may contact Class Counsel, the attorneys representing the ASTs in this matter. Their contact information is located at paragraph 7 above.

NO INQUIRIES ABOUT THIS SETTLEMENT SHOULD BE DIRECTED TO THE COURT, THE CLERK OF COURT, OR DEFENDANT.