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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PAUL VELIZ, et al.,  
Plaintiffs,

No. C 03-1180 SBA

**ORDER**

v.

Cintas Corporation, et al.,  
Defendants.

---

This matter comes before the Court on Plaintiffs’ Motion for Enforcement of the Court’s Order Regarding Facilitated Notice. The Court held a hearing on Plaintiffs’ Motion on October 19, 2004. Based upon the papers filed by the parties, and findings made by the Court during the October 19, 2004 hearing, the Court HEREBY GRANTS IN PART and DENIES IN PART Plaintiffs’ Motion.

**BACKGROUND**

This case involves numerous plaintiffs who work or have worked for Cintas Corporation (“Cintas”) as route drivers, usually called Sales Service Representatives (“SSRs”). SSRs deliver uniforms and other products to Cintas customers throughout the country. Cintas classifies these SSRs as exempt employees. Exempt employees are not entitled to overtime pay. Plaintiffs allege that Cintas’ classification violates the Fair Labor Standards Act (“FLSA”) and other statutes; that they are not exempt employees; and that they are entitled to overtime pay. How Plaintiffs are classified affects not only overtime pay, but their ERISA benefits as well. Plaintiffs bring this action challenging Cintas’ practice.

In the instant motion, Plaintiffs allege that Defendant has violated the Court’s May 25, 2004 Order, in which the Court ordered that Plaintiffs’ Fair Labor Standards Act claims could proceed as a conditional collective action pursuant to 29 U.S.C. § 216(b). The Order set forth the specific individuals to whom notice

1 should be sent, and directed Defendant to provide, within 30 days, a machine-readable mailing list of these  
2 individuals' names and addresses. The Order also set forth the specific language of the Notice to be sent. The  
3 "opt-in" period for individuals who wish to participate in the lawsuit was set to close on October 21, 2004.  
4 In light of this impending deadline, the Court granted Plaintiffs' *ex parte* request for expedited hearing of the  
5 instant motion. Plaintiffs assert that Defendant has violated this Order by: (1) sending out communications that  
6 undermine the Court approved Notice; (2) failing to provide a complete mailing list of individuals described in  
7 the Order; and (3) failing to properly post the court-approved Notice.

8 On October 19, 2004, the Court held a hearing on Plaintiffs' Motion. The Court made specific  
9 findings, and requested that Plaintiffs prepare a proposed order. On October 26, 2004, Plaintiffs filed a  
10 proposed order. On October 27, 2004, Cintas objected to Plaintiffs' Proposed Order and filed an alternative  
11 proposed order. On October 29, 2004, Plaintiffs filed a revised proposed order that made a correction to its  
12 October 26, 2004 proposed order but did not address the concerns raised in Defendant's objections. Because  
13 neither party's proposed order accurately reflects the Court's findings, the Court deems it necessary to issue  
14 this order.

### 15 DISCUSSION

#### 16 **1. Plaintiffs' Allegations that Defendant has not complied with the Court's Order 17 Regarding the Individuals who were to receive Notice.**

18 Plaintiffs assert that Defendant has failed to comply with the Court's May 25, 2004 Order by failing  
19 to provide the names and addresses of certain individuals. (Reply, 7.) The relevant portion of the Court's May  
20 25, 2004 Order reads as follows:

21 1. For good cause shown, the Court hereby ORDERS that plaintiffs'  
22 FLSA claim in this case shall proceed as a conditional collective  
action, under 29 U.S.C. § 216(b), on behalf of all persons who have  
worked for Cintas as:

23 (A) Service Sales Representatives, Commission Route Salespersons,  
24 Commission Route Sales Representatives, Route Drivers or other persons  
performing a service and/or delivery function on a non-hourly basis anywhere  
25 in the United States at any time from March 2000 to the present;

26 (B) such persons shall not include: (1) persons who, as part of their duties,  
27 cross state lines to make deliveries; or (2) persons who as part of their duties  
operate a vehicle with an average gross weight in excess of 10,000 pounds in  
28 interstate commerce. . . .

1 Plaintiffs assert that the Court’s Order should be read to require Cintas to provide mailing information  
2 for drivers who currently either cross state lines to make deliveries, or who drive vehicles that weigh in excess  
3 of 10,000 pounds in interstate commerce, but who performed other qualifying jobs previously. (Reply, 7-9.)  
4 During the October 19, 2004 hearing, the Court agreed with Plaintiffs’ construction. Accordingly, notice shall  
5 be issued to: persons who as part of their duties, cross state lines to make deliveries or operate a vehicle with  
6 an average gross weight in excess of 10,000 pounds in interstate commerce, but who previously performed  
7 a job, that fits the description in category A above, that did not require them to cross state lines to make  
8 deliveries or operate a vehicle with an average gross weight in excess of 10,000 pounds in interstate  
9 commerce.<sup>1</sup> This group of individuals shall hereinafter be described as “Drivers to be Noticed.”

10 On or before November 17, 2004, Cintas shall produce to Plaintiffs’ counsel a machine-readable list  
11 containing the names and addresses of all Drivers to be Noticed. Use and possession of the information  
12 provided by Cintas pursuant to this paragraph shall be limited to Plaintiffs’ counsel of record in this action, who  
13 may use the information solely for the purpose of providing notice of this action to the Drivers to be Noticed.

14  
15 Plaintiffs’ counsel shall mail the Court-approved FLSA Notice, attached hereto as Exhibit “A,” and  
16 Consent to Sue Form, attached hereto as Exhibit “B,” to all Drivers to be Noticed as soon as practicable, but  
17 no later than November 24, 2004. The mailing costs shall be borne by Cintas.

18 To be timely filed, Consent to Sue forms from Drivers to be Noticed must be received and file/stamped  
19 by the Court no later than January 14, 2005.

20 Cintas shall post the revised FLSA Notice and Consent to Sue Form in all Cintas workplaces where  
21 route drivers are or have been employed since March 19, 2000. Cintas shall ensure that the revised FLSA  
22 Notice and Consent to Sue Form remain posted and visible until January 14, 2005, and that Consent to Sue  
23 Forms be available without requiring route drivers to individually request such forms.

24 **2. Plaintiffs’ Assertion that Cintas is not Complying with the Court’s Order Requiring**

25  
26 <sup>1</sup>The statute of limitations on all FLSA claims asserted by any Cintas employee who is mailed the  
27 Notice, and who timely files a Consent to Sue form in this lawsuit or commences a separate suit or arbitration  
28 for such FLSA claims is hereby tolled from July 23, 2004 – the date the Court-approved Notice of this action  
should have been mailed to these Cintas employees – through and including the earlier of (a) the date upon  
which his or her Consent to Sue form or other action was filed or (b) November 24, 2004.

1                                   **Posting.**

2           The Court’s May 25, 2004 Order states that:

3                                   Cintas shall post the proposed FLSA Notice in all Cintas workplaces where  
4                                   persons described in Paragraph 1 of this Order are or have been employed  
5                                   since March 19, 2000, by displaying it, along with multiple copies of the  
6                                   Consent to Sue form, in a place visible and accessible to all Route Drivers.

7           (Order, ¶ 5.) Plaintiffs assert that Defendant has failed to comply with this provision of the Court’s Order.  
8           (Motion, 12.) At the October 19, 2004 hearing, the Court found that Plaintiffs had failed to provide sufficiently  
9           specific evidence that Cintas had not posted the notice in accordance with the Court’s May 25, 2004 Order.  
10           Accordingly, Plaintiffs’ request for permission to inspect, survey, or otherwise further investigate whether Cintas  
11           has fully complied with its obligation to post the Notice is DENIED.

12                                   **3.       The June 19, 2004 Letter from Cintas CEO Scott Farmer**

13           Plaintiffs assert that a June 19, 2004 Letter from Cintas CEO Scott Farmer (“Farmer Letter”)   
14           undermined the Court’s May 25, 2004 Order by coercing or discouraging participation in the lawsuit. (Motion   
15           to Enforce Court Order, 1.) Courts may restrain an employer from making communications with employees   
16           which are coercive, misleading, or which constitute an improper attempt to discourage potential class members   
17           from joining suit. *Burrell v. Crown Central Petroleum*, 176 F.R.D. 239, 241-245 (E.D. Tex. 1997). A   
18           showing of actual harm, however, is not necessary. *Id.* (citing *Hampton Hardware*, 156 F.R.D. 630, 632   
19           (N.D. Tex. 1994)). Before a district court can issue an order limiting a party’s contact with a potential class,   
20           the Supreme Court requires “a clear record and specific findings that reflect a weighing of the need for a   
21           limitation and the potential interference with the rights of the parties.” *Bernard v. Gulf Oil*, 452 U.S. 89, 101   
22           (1981).

23           The first issue is whether or not the Farmer Letter constitutes the type of communication justifying court   
24           intervention. *Hampton*, 156 F.R.D. at 632. Here, the Farmer Letter states, in relevant part, that “we think   
25           everyone will see the allegations of this lawsuit for what they really are, baseless.” (Declaration of Steven   
26           Pepich in Support of Motion (“Pepich Decl.”), Ex. 2.) During the October 19, 2004 hearing, the Court found   
27           that this statement, coming from the CEO of Cintas and sent to current Cintas employees, improperly serves   
28           to discourage the joining of the instant suit. *See Hampton*, 156 F.R.D. at 632. Indeed, although earlier in the   
          letter Farmer states that “[o]f course, the decision of whether or not to participate in the suit as a plaintiff is a

1 personal decision . . . and Cintas assures you that decision will not result in any ill effects on an SSR's career,"  
2 the Court found that this assurance was likely diminished by Farmer's later characterization of the lawsuit as  
3 "baseless."

4 The second issue is what type of corrective measure should be taken. A district court should only  
5 consider the narrowest possible relief that "limits speech as little as possible consistent with the rights of the  
6 parties under the circumstances." *Gulf Oil*, 452 U.S. at 102. During the hearing, the Court found that a  
7 corrective notice would serve to remedy any lingering ill effects of the Farmer Letter.<sup>2</sup> Accordingly, the  
8 Corrective Notice attached hereto as Exhibit "C" shall be sent, at the expense of Cintas, to each of the  
9 individuals who: (1) received the Farmer Letter, and (2) who were on the mailing list provided by Cintas  
10 pursuant to the May 25, 2004 Order, or who are on the list of Drivers to be Noticed, discussed *supra*.  
11 Individuals who meet these two criteria shall hereinafter be called "Farmer Letter Recipients to be Noticed."

12 On or before November 17, 2004, Cintas shall produce to Plaintiffs' counsel a machine-readable list  
13 containing the names and addresses of all Farmer Letter Recipients to be Noticed. Use and possession of the  
14 information provided by Cintas pursuant to this paragraph shall be limited to Plaintiffs' counsel of record in this  
15 action, who may use the information solely for the purpose of providing notice of this action to Farmer Letter  
16 Recipients to be Noticed.

17 Plaintiffs' counsel shall mail the Corrective Notice, along with the Court-approved Consent to Sue  
18 Form (Exhibit B), to all Farmer Letter Recipients to be Noticed as soon as practicable, but no later than  
19 November 24, 2004. The mailing costs shall be borne by Cintas.

20 To be timely filed, Consent to Sue forms from Farmer Letter Recipients to be Noticed must be received  
21 and file/stamped by the Court no later than January 14, 2004.<sup>3</sup>

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24 <sup>2</sup>Plaintiffs also assert that a March 27, 2003 e-mail from Robert Kohlhepp also merits corrective action.  
25 (Motion, 5.) This e-mail, however, was sent even before Defendant was served with the Complaint, and over  
a year before the Court's May 25, 2004 Order. Accordingly, the March 27, 2003 e-mail does not violate the  
Court's Order and corrective notice is not required for Mr. Kohlhepp's e-mail.

26 <sup>3</sup>The statute of limitations on all FLSA claims asserted by any Cintas employee who received the  
27 Farmer Letter and who timely files a Consent to Sue form in this lawsuit or commences a separate suit or  
28 arbitration for such FLSA claims is hereby tolled from July 23, 2004 – the date the Court-approved Notice  
of this action should have been mailed to these Cintas employees – through and including the earlier of (a) the  
date upon which his or her Consent to Sue form or other action was filed or (b) November 24, 2004.

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**CONCLUSION**

For the foregoing reasons, Plaintiffs' Motion to Enforce the Court's May 25, 2004 Order is GRANTED IN PART and DENIED IN PART.

IT IS SO ORDERED.

Dated: 11-12-04

/s/ Sandra Brown Armstrong  
SAUNDRA BROWN ARMSTRONG  
United States District Judge

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PAUL VELIZ, et al.,  
Plaintiffs,

No. C 03-1180 SBA

v.

NOTICE OF COLLECTIVE ACTION

Cintas Corporation, et al.,  
Defendants.

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To: All persons who, as part of their duties for Cintas Corporation, cross state lines to make deliveries or operate a vehicle in excess of 10,000 pounds in interstate commerce, and who previously worked as a Service Sales Representative, Commission Route Salesperson, Commission Route Sales Representative, Route Driver or other person performing a service and/or delivery function on a non-hourly basis anywhere in the United States at any time from March 2000 to the present, and during part of that time did not cross state lines to make deliveries or operate a vehicle in excess of 10,000 pounds in interstate commerce:

Re: Fair Labor Standards Act Lawsuit Filed Against Cintas Corporation

1. INTRODUCTION

This Notice is to inform you about a lawsuit in which the plaintiffs allege that you are “similarly situated” to the named plaintiffs, to advise you of how your rights may be affected by this lawsuit, and to instruct you on the procedure for participating in this lawsuit, if you decide that it is appropriate and if you choose to do so.

2. DESCRIPTION OF THE LAWSUIT

On March 19, 2003, fifteen (15) individual plaintiffs filed a complaint in the U.S. District Court for the Northern District of California against Cintas Corporation (“Cintas”). On May 19, 2003, those and other individuals filed an amended complaint on behalf of themselves and all other past and present employees of Cintas who have worked as Route Drivers. The amended complaint alleges that past and present Cintas Route Drivers are entitled to overtime pay under the federal Fair Labor Standards Act (“FLSA”).

The lawsuit alleges that Cintas violated the FLSA by failing to pay Route Drivers overtime for work performed in excess of forty (40) hours per week. Plaintiffs allege that they are entitled to recover unpaid overtime for such work performed after March 19, 2000. Plaintiffs also seek an additional equal amount as liquidated damages, as well as attorneys’ fees and costs. This litigation is currently in the early pretrial stage.

Cintas denies plaintiffs’ allegations and maintains that plaintiffs are exempt from the overtime provisions of the FLSA.

1 3. PERSONS ELIGIBLE TO RECEIVE THIS NOTICE

2 The U.S. District Court has ordered this FLSA Notice to be distributed to:

3 All persons who, as part of their duties for Cintas Corporation, cross state lines to make deliveries or  
4 operate a vehicle in excess of 10,000 pounds in interstate commerce, and who previously worked as a Service  
5 Sales Representative, Commission Route Salesperson, Commission Route Sales Representative, Route Driver  
6 or other person performing a service and/or delivery function on a non-hourly basis anywhere in the United  
7 States at any time from March 2000 to the present and during part of that time did not cross state lines to make  
8 deliveries or operate a vehicle in excess of 10,000 pounds in interstate commerce.

9 4. CINTAS ROUTE DRIVERS IN CALIFORNIA

10 If you worked for Cintas in California between May 14, 1997 and June 1, 2002, your ability to pursue  
11 a FLSA overtime claim in this lawsuit depends on whether you opted out of a class-wide settlement agreement  
12 between Cintas and Route Drivers regarding overtime payments. That settlement was approved by the Los  
13 Angeles Superior Court on February 5, 2003. If you did not opt out of the settlement, you do not have a claim  
14 for FLSA overtime payments for the time period covered by it. That settlement does *not* affect any California  
15 Route Driver's rights to challenge Cintas' overtime practices after June 1, 2002.

16 5. YOUR RIGHT TO PARTICIPATE IN THIS SUIT

17 If you fit in the description in paragraph number three (3) above, and if you believe that Cintas has failed  
18 to pay you all overtime compensation to which you are entitled, you may have the right to make a FLSA claim  
19 against Cintas in this lawsuit. To do so, you must complete, sign, and mail the enclosed Consent to Sue Form  
20 to plaintiffs' counsel so that it is received on or before January 14, 2004. It is entirely your own decision  
21 whether to join this lawsuit. You are not required to take any action unless you so desire.

22 6. ARBITRATION OR COURT

23 On April 5, 2004, the U.S. District Court ruled that the majority of Cintas Drivers who join this lawsuit  
24 must arbitrate their overtime claims before the American Arbitration Association ("AAA") while others may  
25 continue to litigate their overtime claims in court. If you join this lawsuit, by filing a timely Consent to Sue as  
26 described above, the Court will decide whether your claims will proceed in arbitration or before the court.  
27 Your rights under the FLSA will be the same whether you arbitrate before the AAA or litigate before the  
28 federal court.

You will likely be required to arbitrate your overtime claim against Cintas before one or more AAA  
arbitrators *unless*: (1) you did not sign an arbitration agreement with Cintas; (2) your employment is governed  
by a collective bargaining agreement and not an individual employment agreement; (3) you worked for Cintas  
in Arkansas or any other state where the Court later finds Cintas' arbitration agreements to be legally  
unenforceable; or (4) you later demonstrate to the Court that the circumstances of your signing the arbitration  
agreement were unconscionable.

The U.S. District Court also made several rulings regarding the enforceability of certain terms in some  
of Cintas' employment arbitration clauses. The "loser-pays" provision in the 1996 version was found  
unenforceable and unenforceable. Provisions in the 1996, 1999, 2001, and 2002 arbitration clauses that (1)  
limit claims and recovery to one year, or (2) fail to guarantee prevailing claimants' statutory right to recover  
attorneys' fees and costs, were found unconscionable and unenforceable under the laws of California,  
Colorado, Connecticut, Maryland, Michigan, New Jersey, New York, and North Carolina and under the laws  
of the Second, Fourth, Fifth, Sixth, Ninth, Tenth and Eleventh Circuit Courts of Appeal. The enforceability of  
these same clauses with respect to claimants who worked for Cintas in Illinois, Indiana, and Missouri will be

1 decided by the arbitrator[s]. The Court has not yet considered this issue for other states.

2 Whether plaintiffs' overtime claims proceed on a class-action and/or collective basis rather than an  
3 individual basis will be decided: (1) by the U.S. District Court for those Route Drivers who are permitted to  
4 litigate their overtime claims in court; and (2) by the arbitrator[s], with a right of review to the U.S. District  
5 Court, for these Route Drivers who arbitrate their overtime claims before the AAA.

6  
7  
8 7. EFFECT OF JOINING THIS SUIT

9 If you choose to join this lawsuit, you will be bound by the judgment on any claim you may have under  
10 the FLSA, whether favorable or unfavorable. While this lawsuit is proceeding, you may be required to respond  
11 under oath to written questions and/or to testify.

12  
13 8. NO LEGAL EFFECT IN NOT JOINING THIS SUIT

14 If you choose *not* to join this lawsuit, you will not be affected by the judgment, favorable or  
15 unfavorable, on any of the claims brought under the FLSA that are alleged in this action. If you do not file a  
16 Consent to Sue form, you will not receive any back overtime wages or other relief from the case if the plaintiffs  
17 prevail on their FLSA claims. Recovery under the FLSA would be obtainable by you *only* if you file your own  
18 lawsuit within the time provided by law and you prevail on your claims. Claims for overtime under the FLSA  
19 must be filed, if at all, within two years after a wage violation (or within three years if the violation was willful  
20 as defined by law). Any claims for overtime pay under federal law not filed within these time limits are likely  
21 to be denied as untimely.

22 Choosing *not* to sign and submit a Consent to Sue form will not affect your eligibility, if any, to recover  
23 overtime compensation under state law.

24  
25 9. NO RETALIATION PERMITTED

26 Federal law prohibits Cintas from taking adverse actions against persons who have exercised their  
27 rights under the FLSA to participate in this lawsuit.

28 10. YOUR LEGAL REPRESENTATION IF YOU JOIN

If you choose to join the suit, your interests will be represented by the named plaintiffs through their  
attorneys, as counsel for the proposed class. Counsel for the proposed class are:

Theodore J. Pintar  
Steven W. Pepich  
LERACH, COUGHLIN, STOIA & ROBBINS, LLP  
401 B Street, Suite 1700  
San Diego, CA 92101  
Telephone: 619-231-1058  
Fax: 619-231-7423

Michael Rubin  
Scott A. Kronland  
Eileen B. Goldsmith  
ALTSHULER, BERZON, NUSSBAUM RUBIN & DEMAIN  
177 Post Street, Suite 300  
San Francisco, CA 94108  
Telephone: 415-421-7151

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Fax: 415-362-8064  
  
Theresa M. Traber  
Vanessa Eisemann  
TRABER & VOORHEES  
128 No. Fair Oaks Avenue, Suite 204  
Pasadena, CA 91103  
Telephone: 626-585-9611  
Fax: 626-577-7079

11. FURTHER INFORMATION

For further information about this suit, you may contact a representative of plaintiffs' counsel at the following toll-free number: 1-800-851-7783.

12. DEADLINE

**Your notice of consent (enclosed) must be post-marked by January 14, 2005 or you may not be allowed to join the lawsuit.** You must file a notice of consent in order to be eligible to receive unpaid overtime wages if plaintiffs prevail in this lawsuit. If you have already filed a consent to sue form, you do not need to file another one at this time.

**THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, THE HONORABLE SAUNDRA BROWN ARMSTRONG, UNITED STATES DISTRICT JUDGE.**

**THE COURT HAS MADE NO DECISION IN THIS CASE ABOUT THE MERITS OF PLAINTIFFS' CLAIMS OR OF DEFENDANTS' DEFENSES.**

Dated: 11-12-04

/s/ Sandra Brown Armstrong  
SAUNDRA BROWN ARMSTRONG  
United States District Judge

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

PAUL VELIZ, et al, On behalf of  
Themselves and All Others Similarly  
Situating.

No. C 03-1180 SBA  
CONSENT TO SUE

Plaintiffs,

vs.

CINTAS CORPORATION, et al.

Defendants.

I am a current or former employee of Cintas Corporation, and I hereby consent to sue  
Cintas Corporation for unpaid overtime premiums under the federal Fair Labor Standards Act  
("FLSA"), 29 U.S.C. §216(b).

I worked in the position of \_\_\_\_\_ for Cintas Corporation in  
\_\_\_\_\_, \_\_\_\_\_ from on or about \_\_\_\_\_, \_\_\_\_\_, to on or  
(City) (State) (Month) (Year)  
about \_\_\_\_\_,  
(Month) (Year)

I hereby designate Altshuler, Berzon, Nussbaum, Rubin & Demain, Traber & Voorhees,  
and Lerach, Coughlin, Stoia & Robbins, LLP, to represent me in this action.

Dated: \_\_\_\_\_, 2004

Signed: \_\_\_\_\_  
(Signature)

Name (Print Legibly) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip Code)

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Return to: Veliz - Overtime Lawsuit, Lerach, Coughlin, Stoia & Robbins, LLP, 401 B Street,  
Suite 1700, San Diego, CA 92101-4297, to be received by January 14, 2005

Exhibit B

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IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

PAUL VELIZ, et al.,

No. C 03-1180 SBA

Plaintiffs,

**ORDER REGARDING CORRECTIVE  
NOTICE**

v.

Cintas Corporation, et al.,

Defendants.

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To: All persons among those who have worked for Cintas Corporation as Service Sales Representatives, Commission Route Salespersons, Commission Route Sales Representatives, Route Drivers or Other Persons Performing a Service and/or Delivery Function at any time from March 2000 to the present, and who received a letter from Cintas' Chief Executive Officer dated June 18, 2004 regarding UNITE and this lawsuit and who were or should have been on the mailing list provided pursuant to this Court's May 25, 2004 Order.

Re: Corrective Notice of Fair Labor Standards Act Lawsuit Filed Against Cintas Corporation

1. INTRODUCTION

You may have received a letter on or around June 18, 2004 from Cintas' CEO Scott Farmer regarding this lawsuit. Because the letter contained language that may have created some confusion or misunderstanding, the Court has ordered this Corrective Notice to be sent to you to eliminate any possible confusion caused by Mr. Farmer's letter.

You are being sent this Corrective Notice to allow you to make an informed choice as to whether to join this lawsuit. This decision is yours alone. Cintas may not retaliate against you for choosing to join this lawsuit. The Court takes no position on the merits of the plaintiffs' claims or Cintas' defenses at this early stage of the case.

2. DESCRIPTION OF THE LAWSUIT

On March 19, 2003, fifteen (15) individual plaintiffs filed a complaint in the U.S. District Court for the Northern District of California against Cintas Corporation ("Cintas"). On May 19, 2003, those and other individuals filed an amended complaint on behalf of themselves and all other past and present employees of Cintas who have worked as Route Drivers. The amended complaint alleges that past and present Cintas Route

1 Drivers are entitled to overtime pay under the federal Fair Labor Standards Act (“FLSA”).

2 The lawsuit alleges that Cintas violated the FLSA by failing to pay Route Drivers overtime for work  
3 performed in excess of forty (40) hours per week. Plaintiffs allege that they are entitled to recover unpaid  
4 overtime for such work performed after March 19, 2000. Plaintiffs also seek an additional equal amount as  
liquidated damages, as well as attorneys’ fees and costs. This litigation is currently in the early pretrial stage.

5 Cintas denies plaintiffs’ allegations and maintains that plaintiffs are exempt from the overtime provisions  
6 of the FLSA.

7 3. NO RETALIATION PERMITTED

8 Federal law prohibits Cintas from taking adverse actions against persons who have exercised their  
rights under the FLSA to participate in this lawsuit.

9 4. YOUR LEGAL REPRESENTATION IF YOU JOIN

10 If you choose to join the suit, your interests will be represented by the named plaintiffs through their  
11 attorneys, as counsel for the proposed class. Counsel for the proposed class are:

12 Theodore J. Pintar  
13 Steven W. Pepich  
14 LERACH COUGHLIN, STOIA & ROBBINS, LLP  
15 401 B Street, Suite 1700  
16 San Diego, CA 92101  
Telephone: 619-231-1058  
Fax: 619-231-7423

17 Michael Rubin  
18 Scott A. Kronland  
19 Eileen B. Goldsmith  
20 ALTSHULER, BERZON, NUSSBAUM RUBIN & DEMAIN  
177 Post Street, Suite 300  
San Francisco, CA 94108  
Telephone: 415-421-7151  
Fax: 415-362-8064

21 Theresa M. Traber  
22 Vanessa Eiseman  
23 TRABER & VOORHEES  
128 No. Fair Oaks Avenue, Suite 204  
24 Pasadena, CA 91103  
Telephone: 626-585-9611  
25 Fax: 626-577-7079  
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1 5. FURTHER INFORMATION

2 For further information about this suit, you may contact a representative of plaintiffs' counsel at the  
3 following toll-free number: 1-800-851-7783.

4 6. EXTENSION OF DEADLINE

5 Your deadline for joining this lawsuit was originally **October 21, 2004**. Because of potential confusion  
6 caused by Mr. Farmer's letter, the Court has extended your deadline for joining the suit until **January 14,**  
7 **2005. Your notice of consent (enclosed) must be post-marked by that date or you may not be allowed**  
8 **to join the lawsuit.** You must file a notice of consent in order to be eligible to receive unpaid overtime wages  
9 if plaintiffs prevail in this lawsuit. If you have already filed a consent to sue form, you do not need to file another  
10 one at this time.

11 **THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE UNITED**  
12 **STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, THE**  
13 **HONORABLE SAUNDRA BROWN ARMSTRONG, UNITED STATES DISTRICT JUDGE.**

14 **THE COURT HAS MADE NO DECISION IN THIS CASE ABOUT THE MERITS OF**  
15 **PLAINTIFFS' CLAIMS OR OF DEFENDANTS' DEFENSES.**

16 Dated: 11-12-04

17 /s/ Sandra Brown Armstrong  
18 SAUNDRA BROWN ARMSTRONG  
19 United States District Judge  
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