

RETURN THIS FORM BY JUNE 3, 2023

CONSENT TO JOIN AS FLSA OPT-IN PLAINTIFF AND RELEASE OF CLAIMS FORM
Chandler, et al. v. International Marine and Industrial Applicators, LLC,
Case No. 2:22-cv-00339-BJR

Name/Address Changes:

I received the NOTICE OF COLLECTIVE ACTION SETTLEMENT AND RELEASE OF CLAIMS involving Defendant International Marine and Industrial Applicators, LLC (“Defendant”), which informed me that, if the settlement is approved by the Court, I will receive compensation for my federal claims if I return this Consent to Join as FLSA Opt-in Plaintiff and Release of Claims Form (“Release”) by **June 3, 2023**. By signing this Release, I acknowledge my acceptance of the settlement and understand that I am bound by the terms of the Release and the final judgment if the Court approves the settlement.

By signing and returning this Release, I hereby consent to join the *Chandler, et al. v. International Marine and Industrial Applicators, LLC* lawsuit as an opt-in plaintiff and make a claim against Defendant under the Fair Labor Standards Act (“FLSA”).

By signing and returning this release, I acknowledge that I am currently or was formerly employed by Defendant as a non-exempt traveler between February 18, 2019 and September 30, 2022, and that during this time period there were occasions when I worked more than 40 hours per week and received a per diem allotment during that workweek.

By signing and returning this Release, I agree that in exchange for my total settlement payment, I hereby knowingly, voluntarily, and completely release the Released Parties defined below from/for all known and unknown claims for unpaid wages, overtime compensation, liquidated damages, penalties, interest, and attorneys’ fees and costs under the FLSA, 29 U.S.C. § 201, *et. seq.*, arising from my employment with Defendant accrued up to and including September 19, 2022.

I understand that the Released Parties include Defendant and Defendant’s current and former parent, subsidiaries, sister companies, and any other affiliated companies.

I also acknowledge that I have carefully read the Release and fully understand its meaning, intent and terms, have had the opportunity to consult with counsel, and have voluntarily entered into it.

Date: _____

Signature: _____

Mail, Fax, or Email to Simpluris:

Chandler, et al. v. International Marine and Industrial Applicators, LLC
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799
Email: IMIASettlement@simpluris.com
Fax: (714) 824-8591
Telephone: (833) 512-8326

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ALPHONSA CHANDLER; NICHOLAS GORE;
BRENT MERITY; and ERIC VAUGHAN, each
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

INTERNATIONAL MARINE AND INDUSTRIAL
APPLICATORS, LLC, a Florida Corporation,
Defendant.

No. 2:22-cv-00339-BJR

**NOTICE OF COLLECTIVE
ACTION SETTLEMENT,
CONSENT TO JOIN AS FLSA
OPT-IN PLAINTIFF, AND
RELEASE OF CLAIMS**

TO: All persons who are or were employed by Defendant International Marine and Industrial Applicators, LLC (“Defendant” or “IMIA”) as a traveler at any time during the past three years and were paid an hourly rate and received a per diem allotment.

RE: RIGHT TO JOIN LAWSUIT AS A PARTY PLAINTIFF TO RECOVER ALLEGED UNPAID OVERTIME WAGES

The purpose of this notice is to inform you of your right to join a lawsuit filed on behalf of current and former employees of IMIA who worked as travelers and received a per diem.

What is this lawsuit about?

Plaintiffs Alphonsa Chandler, Nicholas Gore, Brent Merity, and Eric Vaughan brought this lawsuit under a federal law called the Fair Labor Standards Act (FLSA) and Washington State Law. Plaintiff claims that IMIA owes additional overtime pay to employees who worked as Travelers. This lawsuit seeks to recover underpaid and unpaid overtime wages, liquidated damages, attorneys’ fees and costs from IMIA.

IMIA denies Plaintiffs’ claims. IMIA maintains that it properly paid its traveler employees all of their overtime wages at the proper overtime rate and that it fully complied with the FLSA in the manner and method in which it compensated traveler employees. IMIA asserts that per diem was properly paid to employees to reimburse them for their reasonable expenses incurred while working as traveler employees, and so the per diem was properly excludable from overtime pay under the FLSA.

The Court has not yet determined which party is correct or who will win at trial and has taken no position on the merits of Plaintiff’s claims.

1. Why did I get this Notice?

You are receiving this Notice because the Court has permitted Plaintiffs to send it to current and former employees who worked as travelers for IMIA and received a per diem at any time from February 18, 2019, until September 19, 2022. If you worked as a traveler for IMIA and received a per diem during that period and worked more than forty hours in any workweeks, then you are eligible to participate in this lawsuit. The purpose of this notice is to inform you and others of your right to participate, how to join the case by opting in as a party plaintiff, and how your rights may be affected.

2. How do I join?

To participate in the lawsuit as a party plaintiff, you must fill out and send the enclosed Consent to Join as FLSA Opt-In Plaintiff and Release of Claims Form to the address below postmarked no later than **June 3, 2023**. You may email the attachment, fax, or mail the signed Form to:

Chandler, et al. v. International Marine and Industrial Applicators, LLC
c/o Settlement Administrator

P.O. Box 26170

Santa Ana, CA 92799

Email: IMIASettlement@simpluris.com

Fax: (714) 824-8591

3. What happens if I opt to join as a party plaintiff?

If you opt to join this lawsuit as a party plaintiff, you will be bound by any rulings or judgments, whether favorable or unfavorable, made over the course of this lawsuit. Your interests will be represented by the Plaintiff's attorneys at the law firms of Rekhi & Wolk, P.S. and Terrell Marshall Law Group PLLC in Seattle, Washington.

A tentative Settlement has been reached in this case, subject to Court Approval. A lump sum of up to \$2,500,000.00 will be paid by Defendant as the Gross Settlement Amount, to settle this matter upon final approval of the settlement, in consideration of the entry of a final judgment and the dismissal of this lawsuit with prejudice and the release of claims referenced herein.

The Gross Settlement Amount will be distributed as follows:

- \$750,000 for funding of the Washington claims for employees that worked in Washington State.
- \$1,000,000 for funding of the Federal claims for employees that worked for IMIA at any location in the United States
- \$750,000 for attorneys' fees, costs, and service awards

Each employee's settlement offer is based on a formula that took into consideration a number of factors specific to that employee, including: 1) the number of eligible weeks the employee worked as a non-exempt traveler and received overtime pay and per diem from February 18, 2019 until September 19, 2022; 2) payroll earnings information provided by Defendant; and 3) work location.

Considering these factors and the data Defendant provided, Class Counsel determined each potential Settlement Class Member's individual settlement offer by allocating to each his/her pro rata share of the total settlement reached for each claim.

4. Can IMIA retaliate against me for opting to join as a party plaintiff?

The law does not allow employers to retaliate against employees for participating in a lawsuit against them. If you currently work for IMIA and believe the company is retaliating against you for participating in or joining the lawsuit, or if someone is threatening to retaliate against you for participating in or joining the lawsuit, you have the right to contact an attorney, including Plaintiff's attorney, to protect your rights.

5. What if I opt not to submit a consent to join as a party plaintiff?

If you do not wish to join, you will not be affected by any rulings or judgment, and you will not be a party to any settlement for the FLSA claim. You may instead choose to bring your own action or do nothing. The FLSA has time limits called statutes of limitations. If you do not join this lawsuit or start your own lawsuit, your limitations period will continue to run and eventually your right to bring an action may be time barred. Keep this in mind when making your decision on how to proceed.

THIS NOTICE AND ITS CONTENT HAS BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON.