

Notice of Settlement of Class Action

If you are an employee who worked for Capital Building Service Group, Inc. as a store cleaner (including as a crew lead) in Minnesota from May 20, 2012 through January 15, 2016, a Proposed Class Action Settlement May Affect Your Rights. You May Be Entitled to Money.

A U.S. FEDERAL COURT HAS AUTHORIZED THIS NOTICE. IT IS NOT FROM A LAWYER. YOU ARE NOT BEING SUED.

You are receiving this notice because you have been identified as someone eligible to receive money from a proposed settlement of a class action lawsuit. The lawsuit was brought by a group of current and former employees (“Plaintiffs”) of Capital Building Services Group, Inc. (“Capital” or “Defendant”). The lawsuit is captioned *Hussein, et al. v. Capital Building Services Group, Inc.*, No. 15-cv-2498 and is pending before Judge Susan R. Nelson in the United States District Court for the District of Minnesota.

The Plaintiffs in this case brought claims on behalf of all other cleaners (including crew leads) who worked for Capital in Minnesota. The lawsuit alleges violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, Minnesota Fair Labor Standards Act, Minn. Stat. § 177.24, and Minnesota Payment of Wages Act, Minn. Stat. § 181.001, *et seq.* Plaintiffs allege that Capital failed to pay them for all hours worked, failed to pay minimum wage, and failed to pay all overtime earned. Plaintiffs further allege that Capital violated state and federal labor laws by failing to provide pay stubs, by deducting time for meal and rest breaks not taken, by requiring employees to purchase their own cleaning supplies, by failing to compensate employees for travel between stores, by requiring new employees to be paid on a credit card without authorization, and by charging fees to access wages.

Defendant has denied and continues to deny all of the allegations in the Plaintiffs’ Complaint and that the practices complained of violated federal or Minnesota law. The Court has not made a determination regarding the merits of Plaintiffs’ claims or Capital’s defenses.

Rather than continue to litigate these matters, the Plaintiffs and Capital have reached a settlement. The settlement provides that Capital will pay the class \$425,000. Class members may elect to receive a one-time payment, which will be based on Capital’s records and a good faith estimation of the amount of wages allegedly owed.

The Court has preliminarily approved the settlement. However, settlement money cannot be distributed until after the Court grants final approval of the settlement.

The Court has certified the following Class for settlement purposes:

All individuals employed by Defendant as cleaners (including crew leads) in Minnesota from May 20, 2012 through January 15, 2016.

Your legal rights are affected by the Court’s decision to certify a Class, and you have a **choice** to make now. Please read the following pages carefully, including the *Summary of Your Rights* and the *Settlement Benefits and My Options* sections, which are below.

A Summary of Your Rights and Choices:

*Your Legal Rights Are Affected Even If You Do Not Act.
Read This Notice Carefully.*

You May:	Effect of Choosing the Option:	Due Date:
<i>Participate by Signing the Settlement Participation Form</i>	By signing the settlement participation form included in this Notice, you will receive a settlement payment, but you will be bound by the terms of the settlement and give up your right to sue Capital yourself on the claims raised in this case.	<u><i>Postmarked on or before May 26, 2016</i></u>
<i>Do Nothing</i>	If you do nothing, you will <u>NOT</u> receive a settlement payment. You will also give up your right to sue Capital yourself on the Minnesota Fair Labor Standards Act and Minnesota Payment of Wages Act claims raised in this case. You will not give up your right to sue Capital yourself under federal law.	<u><i>None.</i></u>
<i>Exclude Yourself</i>	You can elect to get out of the Class and keep your right to sue Capital yourself on your own about the claims in the lawsuit. To exclude yourself from participating in the settlement you <u>must</u> send in a signed exclusion request.	<u><i>Postmarked on or before May 26, 2016</i></u>
<i>File Objection</i>	If you do not get out of the Class, you can remain a part of the Class and still write to the Court explaining why you disagree with the settlement.	<u><i>Postmarked on or before May 26, 2016</i></u>

<i>Appear at the Hearing</i>	If you do not get out of the class, you can also ask to speak to the Court about the fairness of the settlement. You must send written notice of your desire to appear in advance.	<i>Postmarked on or before May 26, 2016</i>
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BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

The Court directed this Notice be sent to you because Capital's records show that you worked for Capital as a cleaner (or crew lead) in Minnesota from May 20, 2012 through January 15, 2016. Therefore, you may be entitled to money under the terms of the settlement.

If you are a member of the Class, as defined in Question 4 below, this proposed settlement will affect your legal rights. Therefore, it is important that you read this notice carefully. You have choices to make before the Court decides whether to approve the settlement.

2. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more people called "Representative Plaintiffs" sue one or more defendants on behalf of other people who may have similar claims. All these people together are a "Class" or "Class Members." The court can determine whether it will allow a lawsuit to proceed as a class action. In a class action, one court resolves the common issues for everyone in the Class except for those people who choose to exclude themselves from the Class.

3. WHAT IS THIS CLASS ACTION ABOUT?

The lawsuit alleges that Capital violated the Fair Labor Standards Act, Minnesota Fair Labor Standards Act, and Minnesota Payment of Wages Act, and seeks payment for wages wrongfully withheld during the Class period. Plaintiffs allege that Capital failed to pay them for all hours worked, failed to pay minimum wage, and failed to pay all overtime earned. Plaintiffs further allege that Capital violated state and federal labor laws by failing to provide pay stubs, by deducting time for meal and rest breaks not taken, by requiring employees to purchase their own cleaning supplies, by failing to compensate employees for travel between stores, by requiring new employees to be paid on a credit card without authorization, and by charging fees to access wages. Capital has vigorously denied and continues to deny all of Plaintiffs' allegations that it has violated state or federal law.

The Plaintiffs and Capital have reached a settlement in this case to avoid further litigation. The Court has not ruled on the merits of the Plaintiffs' claims or on Capital's defenses. Rather, the Court has simply certified the Class for settlement purposes and tentatively approved the proposed settlement.

4. WHO ARE THE CLASS MEMBERS?

In order to determine if you are entitled to benefits from this settlement, you first must determine if you are a Class Member. The Court has defined the Class (the "Class Definition") as follows:

All employees who worked for Capital as cleaners (including crew leads) in Minnesota from May 20, 2012 through January 15, 2016.

If you fall within the definition of a Class Member, you may qualify for a payment pursuant to the criteria set forth in the Settlement Agreement. If you are not a Class Member as described in the Class Definition, you are not a Class Member and you do not qualify for settlement benefits.

5. WHY IS THE CLASS ACTION BEING SETTLED?

This matter is being settled because both sides have agreed to a settlement of this case to avoid the costs and risks of trial. Capital does not admit it violated the law.

SETTLEMENT BENEFITS AND MY OPTIONS

6. WHAT ARE THE SETTLEMENT BENEFITS?

The Settlement Agreement, if approved, provides monetary benefits to the Class. Class Members will receive checks in amounts which will be determined based on a formula devised by Class Counsel, which shall primarily be based on (1) the weeks worked by each Class Member, and (2) the compensation earned by each Class Member. Each Class Member will receive a minimum payment from the settlement in the amount of \$100.00; although, some may receive more. As part of the settlement, Capital has agreed to pay \$425,000 to the Class, which includes attorneys' fees and costs as explained in Question 14 below. The total amount Capital has agreed to pay is referred to as the Settlement Fund.

As described below, if the settlement is approved, the lawyers representing the Class Members ("Class Counsel") will have their attorneys' fees, litigation costs, and costs of administering the settlement paid from the Settlement Fund. The remaining amounts of the Settlement Fund will be distributed to the Class Members by check.

Checks that are not cashed within 90 days after mailing will be donated to Mid-Minnesota Legal Aid.

PARTICIPATING IN THE SETTLEMENT

7. HOW DO I RECEIVE SETTLEMENT BENEFITS?

If you are a Class Member as defined in Question 4 above, you must fill out the settlement participation form below in order to receive settlement benefits. **All settlement participation forms MUST be postmarked on or before May 26, 2016.**

You should seek the advice of a tax professional if you have questions about the tax implications of this settlement.

8. IF I PARTICIPATE IN THE SETTLEMENT, WHAT AM I GIVING UP?

If the Court approves the settlement, you will have released Capital from any further claims based on the same allegations made in this lawsuit, including claims for unpaid wages; unpaid overtime compensation; unpaid minimum wages from May 20, 2012 through January 15, 2016, and you cannot ever sue them about these issues again. Should you have any questions about the scope of the release, you may contact Class Counsel at the numbers or addresses listed in Question 13 below.

DOING NOTHING

9. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you remain a Class Member as defined in Question 4 above, but you will ***NOT*** receive money. You will be included in the Class, and you will be bound by the terms and conditions of the settlement; except, you will not release any claims under federal law.

EXCLUDING YOURSELF FROM THE CLASS

10. WHY WOULD I WANT TO BE EXCLUDED FROM THE CLASS?

You do not have to take part in the settlement. You can exclude yourself from the settlement by “opting out.” If you exclude yourself, you will not get the benefits of the settlement, nor can you object to the settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit against Capital regarding the issues raised in this lawsuit.

If you have sued Capital for claims based on, or related to, the matters raised in this lawsuit and want to continue with your suit, you are encouraged to seek legal counsel about protecting your legal rights. If you want to continue with your current lawsuit, you will need to personally ask, through a signed exclusion request, to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court’s judgment in this case. Similarly, if you wish to start your own lawsuit against Capital for claims covered by this lawsuit, you must exclude yourself from the Class. Should you do so, you will have to represent yourself, or hire and pay your own lawyer, for that lawsuit and prove your own claims. If you exclude yourself so you can start or continue your own lawsuit against Capital for claims covered by this lawsuit, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

11. HOW DO I EXCLUDE MYSELF FROM THE CLASS?

If you are a Class Member and want to be excluded from the Class, you must send in a written request that includes all of the following information:

- Your legal name, current address and telephone number;

- The name and number of the lawsuit: *Hussein, et al. v. Capital Building Services Group, Inc.*, No. 15-cv-2498.
- The dates and location(s) where you worked for Capital;
- A statement, signed by you, indicating “I understand I am requesting to be excluded from the Parties’ settlement and that I will receive no money from the Parties’ settlement. I understand that if I am excluded from the Parties’ settlement, I may bring a separate legal action seeking damages, but might recover nothing, or less than what I would have recovered if I had remained in the Parties’ settlement in this case.”

All exclusion requests must be mailed to Class Counsel, who is administering this settlement, at the following address:

Adam W. Hansen
Nichols Kaster, PLLP
4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

All exclusion requests MUST be postmarked on or before May 26, 2016. Class Counsel will provide all exclusion requests to the Court and Capital’s lawyers after this date.

Any exclusion request must include your personal signature, which shall be the Court’s indication that you wish to be excluded from the Class. You cannot exclude yourself by phone or by email. If you do not follow these instructions properly, you will lose your right to exclude yourself. There are no exceptions.

UNLESS YOU PROPERLY SIGN AND MAIL IN A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE, AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE LITIGATION REGARDING MATTERS RESOLVED IN THIS SETTLEMENT. IF YOU WANT TO EXCLUDE YOURSELF FROM THIS SETTLEMENT, IT IS IMPORTANT THAT YOU FOLLOW THESE INSTRUCTIONS CAREFULLY.

OBJECTING TO THE SETTLEMENT

12. HOW DO I OBJECT TO THE SETTLEMENT?

If you do not like the settlement, but do not want to be excluded from it, you may file an objection to it. This means you can tell the Court that you disagree with the settlement or some of its terms. For example, you can say you do not think the settlement is fair or adequate or that you object to the amount of the attorneys’ fees, costs, or expenses. The Court will consider your views, but the Court may approve the settlement anyway.

You can object only if you do not exclude yourself from the Class. If you exclude yourself, you cannot object.

To object, either you, or a lawyer of your own choosing, must prepare an objection that includes all of the following information:

1. The name and title of the lawsuit, *Hussein, et al. v. Capital Building Services Group, Inc.*, No. 15-cv-2498.;
2. A written statement of objections clearly specifying the grounds, or reasons, for each objection;
3. A statement indicating if you, or your lawyer, will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections; and
4. Copies of documents (if any) you, or your lawyer, will present at the Final Approval Hearing.

Your objection must be postmarked **no later than May 26, 2016**. Any objection postmarked after that date may be rejected. Objections must be mailed to Class Counsel at the following address:

Adam W. Hansen
Nichols Kaster, PLLP
4600 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

Class Counsel will file all objections with the Court, and provide all objections to Capital's lawyers, after May 26, 2016. Objections postmarked after May 26, 2016 will be untimely, and may not be considered by the Court.

THE LAWYERS REPRESENTING YOU

13. DO I HAVE A LAWYER REPRESENTING MY INTERESTS IN THIS CASE?

Yes. The Court has appointed the following law firm to represent you and other Class Members. These lawyers are referred to as Class Counsel and include:

Paul Lukas, Adam Hansen, and Carl Engstrom of the law firm Nichols Kaster, PLLP. Class Counsel can be reached at the following addresses and numbers:

Nichols Kaster, PLLP
4600 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

Email: ahansen@nka.com
Phone: 1-877-448-0492
Fax: 612-215-6870

You will not be charged directly by Class Counsel for their services, but they will ask the Court to award them a fee from the Settlement Fund.

If you want, you may hire your own attorney. However, you will be responsible for any fees and expenses that attorney charges you.

14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for reimbursement of their out of pocket expenses and an award of attorneys' fees based on their work in this litigation. The amount of attorneys' fees to be awarded will be determined by the Court. Under the terms of the Settlement Agreement, and subject to Court approval, Class Counsel can petition the Court for a fee \$151,666.66 of the \$425,000 Settlement Fund. Attorneys' fees, litigation costs, and settlement administration costs payable to Class Counsel have been factored into the value of the settlement.

All attorneys' fees, litigation costs, and administration costs will be paid from the Settlement Fund. Payment of these funds will reduce the Settlement Fund by an equal amount.

The Settlement Agreement provides further details about the fees and costs payable to Class Counsel. A copy of the Settlement Agreement may be obtained from Class Counsel or the Court.

15. HOW WILL THE REPRESENTATIVE PLAINTIFFS BE PAID?

To compensate the Representative Plaintiffs and certain opt-in Plaintiffs for their work in this litigation on behalf of the Class, certain Plaintiffs will receive extra incentive compensation. The settlement agreement allocates a total of \$25,000 to be shared among nine Plaintiffs who filed the case or joined this case prior to class certification. In addition, five Plaintiffs will receive extra compensation totaling \$33,000 for claims that are individual to those Plaintiffs. These five Plaintiffs have given up their right to sue Capital for any reason (including for wrongful termination). These Plaintiffs' individual claims have been factored into the value of the settlement.

THE COURT'S FINAL APPROVAL HEARING

16. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

On July 7, 2016 at 9:30 a.m., the Court will hold a Final Approval Hearing. At this hearing, the Court will consider if the settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to

Speak at the hearing. After the hearing, the Court will decide whether or not to approve the settlement.

The Hearing will be held before the Honorable Susan R. Nelson at the United States Courthouse in St. Paul: 774 Federal Building, 316 North Robert Street, St. Paul, Minnesota, 55101.

17. DO I HAVE TO ATTEND THE HEARING?

No. Class Counsel will answer any questions the Court may have, but you may appear at your own expense. If you send a written objection, the Court will consider it. If you want, you may also pay your own lawyer to attend the hearing.

18. IF I HIRE MY OWN LAWYER, CAN MY LAWYER APPEAR AT THE FINAL APPROVAL HEARING TO TELL THE COURT ABOUT MY OPINIONS REGARDING THE SETTLEMENT?

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing. You may also appear without a lawyer and directly tell the Court your opinions about the settlement - as long as your Notice of Appearance and any written objections you may have filed are postmarked by May 26, 2016. Note that if you choose to have a lawyer appear on your behalf, the cost of having that lawyer appear will be at your own expense.

GETTING MORE INFORMATION

19. WHERE DO I OBTAIN MORE INFORMATION?

If you want additional information, you may call or write Class Counsel at the address and phone number listed above.

In addition, Class counsel has created a specific website describing the case:

<http://www.nka.com/case/capital-building-services-group-inc/>

The specific terms of the settlement have also been filed with the Court. You can look at, and copy, these documents at any time during regular office hours at Clerk of the Court, United States District Court, District of Minnesota, 300 South Fourth Street, 202, U.S. Courthouse, Minneapolis, MN 55415. If you have a Public Access to Court Electronic Records ("PACER") account, you may view the documents on the Court's Case Management/Electronic Court Filing website: www.pacer.gov.

DATE:

Susan R. Nelson
United States District Court Judge

**CAPITAL BUILDING SERVICES GROUP, INC.
SETTLEMENT PARTICIPATION FORM**

[YOU MUST FILL OUT THIS FORM TO PARTICIPATE IN THE SETTLEMENT]

I worked for Capital Building Services Group, Inc. as a cleaner (which includes work as a crew lead) in Minnesota on one or more occasions from May 20, 2012 through January 15, 2016. I wish to participate in the settlement as described in this Notice. I understand that by participating in this settlement, I give up the right to sue Capital based on the claims raised in this lawsuit under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, Minnesota Fair Labor Standards Act, Minn. Stat. § 177.24, and Minnesota Payment of Wages Act, Minn. Stat. § 181.001, *et seq.*

Date: _____

Signature

Full Name: _____

Address: _____

City, State Zip: _____

Best Phone Number(s): _____

Email: _____

Return this form by
fax, email or mail to:

Nichols Kaster, PLLP, Attn: Adam Hansen
Fax: (612) 338-4878
Email: forms@nka.com
Address: 4600 IDS Center, 80 S. 8th Street, Minneapolis, MN 55402
Web: www.nka.com

**IN ORDER TO PARTICIPATE IN THE SETTLEMENT, THIS
FORM MUST be postmarked on or before May 26, 2016.**