

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

If you worked as an hourly employee at a Jiffy Lube store located in the Philadelphia-Camden-Wilmington area for more than 90 total days between December 1, 2014 and December 31, 2018, you could get a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

Hay una traducción completa de este documento en nuestra pagina de red: www.JiffyLubeNoPoachSettlement.com

- Jiffy Lube International, Inc. (“Jiffy Lube”) has agreed to pay \$2 million to settle a class action lawsuit on behalf of hourly employees who worked for a Jiffy Lube franchisee at a Jiffy Lube store located in the Philadelphia-Camden-Wilmington Metropolitan Statistical Area (“MSA”) for more than 90 total days between December 1, 2014 and December 31, 2018. For a list of stores included in the settlement go to: www.JiffyLubeNoPoachSettlement.com.
- The settlement resolves a lawsuit over whether Jiffy Lube violated the law by fostering an agreement among franchisees not to hire one another’s hourly employees (“no-poach policy”). Beginning in 2017, Jiffy Lube agreed not to enforce this policy. Although Jiffy Lube acknowledges the no-poach policy, it denies that it has violated any laws or that the no-poach policy caused any damages.
- Class counsel will seek up to 25% of the settlement fund (\$500,000) in attorneys’ fees, reimbursement of up to \$320,465 in litigation expenses, and a service award of up to \$5,000 to the Class Representative.
- This settlement avoids the costs and risks of continuing the lawsuit; pays money to current and former employees of Jiffy Lube franchisees in the Philadelphia-Camden-Wilmington MSA; and releases Jiffy Lube from liability to those employees.
- The federal court still must decide whether to approve this settlement. You have the right to make your views known to the Court.
- **Your legal rights are affected whether you act or don’t act.** Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Get a payment. Give up rights.
OBJECT	Write to the Court about why you don’t like the settlement. The deadline for submitting a written objection is April 9, 2024.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. The Final Fairness Hearing is scheduled for May 8, 2024.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be a part of another lawsuit against Jiffy Lube about the legal claims in this case. The deadline to exclude yourself is April 9, 2024.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice package?

You have been identified as an hourly employee who worked for a Jiffy Lube franchisee at a Jiffy Lube store in the Philadelphia-Camden-Wilmington MSA for a period of at least 90 days between December 1, 2014 and December 31, 2018.

The Court has approved and authorized the sending of this notice to you because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement at www.JiffyLubeNoPoachSettlement.com.

This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Eastern District of Pennsylvania, and the case is known as *Fuentes v. Jiffy Lube International, Inc.*, and the case number is 2:18-cv-05174-AB. The person who sued is called Plaintiff, and the company he sued, Jiffy Lube, is called the Defendant. Senior U.S. District Judge Anita Brody is in charge of this class action.

2. What is this lawsuit about?

The lawsuit alleges that beginning no later than 2000, Jiffy Lube included a provision in its franchise agreements that restricted Jiffy Lube franchisees from hiring certain hourly employees of other franchisees. Plaintiffs allege this no-poach policy violated antitrust laws and caused employees financial harm in violation of Section 1 of the Sherman Antitrust Act and Section 4 of the Clayton Antitrust Act. In October 2017, Jiffy Lube advised franchisees it no longer intended to enforce the no-poach policy. Beginning in 2019, Jiffy Lube agreed not to include the no-poach provision in future franchise agreements and not to enforce the no-poach policy.

Although it has agreed not to enforce the no-poach policy and not to include the provision in future franchise documents, Jiffy Lube denies Plaintiffs' allegations. Jiffy Lube denies that it violated the Sherman Antitrust Act or the Clayton Antitrust Act, and denies that the no-poach policy caused employees damages.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Victor Fuentes) sue on behalf of people who have similar claims. All these people are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Jiffy Lube. Instead, both sides have agreed to the Settlement. That way, Class Members can receive certain and substantial payments and both sides avoid the multi-year delay, risk, and cost of a trial and appeal. The Class Representative and the attorneys strongly believe the settlement is best for all Class Members given the risks of the case.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to determine whether you are a Class Member.

5. How do I know if I am part of the settlement?

Jiffy Lube records indicate that you are a member of the Class because you reside in the United States and worked as an hourly employee of a Jiffy Lube franchisee at a Jiffy Lube location in the Philadelphia-Camden-Wilmington MSA for a period of at least 90 days between December 1, 2014 and December 31, 2018. The list of Jiffy Lube stores included in the settlement can be found at www.JiffyLubeNoPoachSettlement.com.

The description of the Class is as follows:

All persons in the United States who between December 1, 2014 and December 31, 2018 (i) worked as an hourly employee; (ii) of a Jiffy Lube franchisee located in the Philadelphia-Camden-Wilmington MSA; and (iii) worked for a period of at least 90 days.

6. Are there exceptions to being included?

If you worked as an hourly employee of a Jiffy Lube franchisee located in the Philadelphia-Camden-Wilmington MSA between December 1, 2014 and December 31, 2018 but did not work for a period of at least 90 days at a store located in the Philadelphia-Camden-Wilmington MSA during that time, you are not a Class Member. You are also not a Class Member if you did not work as an hourly employee. If you worked as an hourly employee for a period of 90 days at a store outside the Philadelphia-Camden-Wilmington MSA, you are not a Class Member and your legal rights are not affected by this settlement.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-866-642-0757 or visit www.JiffyLubeNoPoachSettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

Jiffy Lube has agreed to pay \$2 million. After attorneys' fees, costs, service award, applicable payroll taxes, and settlement administration expenses are deducted, the remaining Net Settlement Fund will be distributed to Class Members. These funds will be distributed as described in Sections 9 and 10.

9. How will my payment be calculated?

The Net Settlement Amount (the amount remaining after deducting attorneys' fees, costs, applicable payroll taxes, administration expenses and any class representative service award) will be distributed to Class Members who participate in the settlement on a pro rata basis based on their estimated earnings during the Class Period. The exact amount of your payment is not yet known. Class Counsel worked with Jiffy Lube and the franchisees that employed Class Members to gather available information about the wages you earned during the Class Period. Our records show that between December 1, 2014 and December 31, 2018, you worked at one or more Jiffy Lube locations in the Philadelphia-Camden-Wilmington MSA where you earned approximately the amount stated in your Notice. For a detailed explanation of the steps taken to estimate your earnings and how the Settlement Administrator will calculate your settlement share, please go to the Settlement Website at www.JiffyLubeNoPoachSettlement.com and review the Allocation Plan document. You can use your Claim ID and PIN to review, correct, or provide more information with regard to your earnings data on the Settlement Website.

10. What if I disagree with the earnings estimate?

As explained in the Allocation Plan, your earnings estimate stated in Section 9 above was calculated using the best data available from Jiffy Lube and/or your employer. If you feel that your earnings estimate is incorrect, you have until **April 9, 2024** to contact the Settlement Administrator, via mail, email or the Settlement Website portal (www.JiffyLubeNoPoachSettlement.com) using your Claim ID and PIN and contest the earnings estimate. To support your request to adjust your earnings estimate, you must provide evidence of your actual earnings (e.g., documents such as pay stubs or W-2s). The website portal will allow you to submit this evidence electronically. The Settlement Administrator will rule on your request and its determination of your earnings estimate will be final. The Settlement Administrator will make its determination within **90** days of Notice being mailed.

11. Will taxes be withheld from my settlement payment?

Under the Settlement Agreement, one-third of your settlement payment is deemed unpaid wages and the Settlement Administrator will withhold taxes from this amount. The payroll taxes associated with these payments will be paid by the settlement fund. No taxes will be withheld from the other two-thirds of your settlement amount and you should contact your tax advisor as to whether any of this non-wage portion of your settlement payment is taxable. If the portion of your award allocated to wages is \$50 or less, a de minimis threshold will apply, and the entire award will be allocated as non-wage. Where the de minimis threshold is reached, the necessary taxes will be withheld on the wage portion of the settlement and the wage deposit will be made pursuant to the law of the relevant work states of Delaware, Maryland, New Jersey or Pennsylvania.

HOW YOU GET A PAYMENT

12. How can I get a payment?

If you want to participate in the Settlement and receive a payment, you do not need to do anything. You are requested (but not required) to provide your social security number via a secure portal on the Settlement Website. You can use your Claim ID and PIN to **securely and safely provide this information directly** to the Settlement Administrator. This will help the Settlement Administrator with tax withholding and reporting, and may allow you to receive the full amount of your payment sooner. For more details, you can review the Allocation Plan available on the Settlement Website. If the Court approves the settlement, your settlement payment will be automatically mailed to you net of any withholding tax payable on the unpaid wage portion. If your address changes, please let the Settlement Administrator know your new address.

13. When will I get my payment?

The Court will hold a hearing on **May 8, 2024** to decide whether to approve the settlement. If the Court approves the settlement, there may still be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the settlement at www.JiffyLubeNoPoachSettlement.com. Please be patient.

14. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you remain in the Class, which means you cannot sue, continue to sue, or be part of any other lawsuit against Jiffy Lube about the legal issues in *this* case. It also means that the Court's orders will apply to you and legally bind you. If you do not exclude yourself, you agree to the "Release" in Section 7 of the Settlement Agreement, available at www.JiffyLubeNoPoachSettlement.com, which describes exactly the legal claims that you give up if you get settlement benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep any right you may have to sue or continue to sue Jiffy Lube on your own about the legal issues in this case, you must take steps to get out. This is called excluding yourself—sometimes referred to as “opting out” of the Settlement Class.

15. How do I opt out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail entitled “**Request for Exclusion.**” **You must clearly state: “I want to be excluded from the settlement in *Fuentes v. Jiffy Lube International, Inc.* (Case No. 2:18-cv-05174-AB) (E.D. Penn.)”** Be sure to include your name, mailing address, telephone number, and your signature. Your exclusion request must be **postmarked no later than April 9, 2024** to: *Jiffy Lube No Poach* Settlement Administrator P.O. Box 301130 Los Angeles, CA 90030-1130

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Jiffy Lube in the future.

16. If I don’t exclude myself, can I sue Jiffy Lube for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Jiffy Lube for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **April 9, 2024**.

17. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive any money from this settlement. But, you may sue, continue to sue, or be part of a different lawsuit against Jiffy Lube.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Class Counsel in this case are Gibbs Law Group LLP (www.classlawgroup.com) in Oakland, CA. You will not be charged individually for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$500,000 for attorneys’ fees, reimbursement of up to \$320,465 in litigation expenses they incurred throughout this case, and a service award of up to \$5,000 to the Class Representative. The attorneys’ fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts. There will also be costs of approximately \$68,132 to administer the settlement. These amounts will be paid from the \$2,000,000 settlement fund before funds are allocated to Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the settlement or some part of it.

20. How do I tell the Court that I don’t like the settlement?

If you’re a Class Member, you can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Fairness Hearing, either personally or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Fuentes v. Jiffy Lube International, Inc.*, and the case number is 2:18-cv-05174-AB (E.D. Penn.)), (b) be submitted to the Court either by mailing them to the Office of the Clerk, United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, or by filing them in person at any location of the United States District Court for the Eastern District of Pennsylvania. Such objections must be received or filed, not simply postmarked, by **April 9, 2024**.

Be sure to include: (1) your name, mailing address, email address, and telephone number; (2) the specific legal and factual bases for your objections; (3) copies of all papers, briefs, or documents on which the objection is based; (4) whether you (or your attorney) intend to appear at the Final Fairness Hearing, and if so, a list of all persons, if any, who will be called to testify in support of the objection; (5) a statement that you are a member of the Settlement Class; (6) a detailed list of any other objections you (or your attorney) have submitted to any other class actions in any court, whether state or otherwise, in the last five years; (7) a detailed list of all cases in the previous five years in which you (or your attorney) have received payment or other consideration in connection with forgoing or withdrawing an objection, or forgoing, dismissing, or abandoning an appeal from a judgment approving the proposal; (8) the name, address, email address, and telephone number of any attorneys representing you; and (9) your signature, even if you are represented by counsel.

21. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

22. When and where is the Fairness Hearing?

The Court will hold a Fairness Hearing at 10:30 a.m. on **May 8, 2024**, by telephone, video, or in person at the James A. Byrne U.S. Courthouse, Courtroom 7-B (7th Floor), 601 Market Street, Philadelphia, PA 19106. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to Class Members. Be sure to check the Settlement Website, www.JiffyLubeNoPoachSettlement.com, for news of any such changes. You can also check whether the hearing date or any deadlines have changed by accessing the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov>.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must indicate your desire to speak at the hearing in your objection letter (*see* section 20 above). You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you do nothing, you'll receive a settlement payment as described above, as long as the Court approves the settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Jiffy Lube about the legal issues in this case, ever again.

GETTING MORE INFORMATION

26. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are available in the Settlement Agreement available at www.JiffyLubeNoPoachSettlement.com.

You can email the settlement administrator at info@JiffyLubeNoPoachSettlement.com or call 1-866-642-0757 toll-free; or visit the website at www.JiffyLubeNoPoachSettlement.com, where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

All the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.paed.uscourts.gov>. This case is called *Fuentes v. Jiffy Lube International, Inc.*, and the case number is 2:18-cv-05174-AB (E.D. Penn.)

You may also obtain case documents by visiting the office of the Clerk of Court for the United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, between 8:30 a.m. and 5:00 p.m., Monday through Friday, except court-observed holidays. More information about the clerk's office hours and other locations can be found at <https://www.paed.uscourts.gov>.

You can also contact Class Counsel with any questions:

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PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.