

IN THE MATTER OF THE ARBITRATION OF  
JOHNNIEA ARMSTEAD, SANDRA MARSHALL, AVERRI LEMALLE, JOSEPH  
PEARSON, ROLAND ROSS, JOHN SANDERS, KENNETH WILLIAMSON  
on behalf of themselves and other similarly situated,

v.

INDUSTRIAL SECURITY SERVICES CORPORATION

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**NOTICE TO POTENTIAL CLAIMANTS**

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TO: All Current and Former Security Officers Employed by ISSC at Any Time During the Time Period of October 11, 2003 to Present who meet any one of the following criteria (1) individuals who were required to be at work 15 minutes prior to beginning a shift and were not compensated for their time, (2) individuals who were written-up and/or terminated for not arriving 15 minutes prior to their shift, and (3) non-exempt individuals whom the 15 minute policy applied. *Id.*

RE: Right to Join Arbitration Seeking Unpaid Compensation from ISSC

DATE: April 30, 2007

**1. PURPOSE OF NOTICE**

The purpose of this notice is to inform you of your right to join an arbitration suit filed against ISSC Corporation ("ISSC"). This notice is also intended to advise you of how your rights under the Fair Labor Standards Act ("FLSA") may be affected by this suit and to instruct you on the procedure for participating in this suit, should you decide that it is appropriate to do so.

**2. DESCRIPTION OF THE ARBITRATION**

A suit has been brought by Claimants Johnniea Armstead, Sandra Marshall, Averri LeMalle, Joseph Pearson, Roland Ross, John Sanders, Kenneth Williamson, on behalf of themselves and other similarly situated current and former employees of ISSC seeking to recover unpaid wages. Claimants contend that as security officers they had to be at work 15 minutes prior to beginning a shift and they were not compensated for their time. Moreover, Claimants contend that if they did not arrive 15 minutes prior to their shift, they were written-up and subject to termination. Furthermore, Claimants contend that this additional time (for which Claimants were not compensated) required Claimants who were full-time to work in excess of 40 hours per work week without being paid overtime by ISSC. As such, Claimants contend that they are owed unpaid wages.

ISSC has filed a response to this action and is denying any liability on its part to Claimants. ISSC claims Claimants was paid for all of their hours of work and are not owed any compensation.

The Arbitration is pending before Professor Raymond L. Britton.

Claimants' attorneys in this case are:

Todd Slobin  
Mark Lazarz  
**SHELLIST ★ LAZARZ LLP**  
3D/International Tower  
1900 West Loop South, Suite 1910  
Houston, Texas 77027  
Telephone: (713) 621-2277  
Toll Free Telephone: (800) 607-5776  
Facsimile: (713) 621-0993  
[www.eeoc.net](http://www.eeoc.net)

### **3. COMPOSITION OF THE CLASS**

Claimants filed suit on their own behalf and on behalf of all similarly situated employees. Claimants contends that those similarly situated to them are current and former security officers who were employed by ISSC at any time during the time period of October 11, 2003 to present who were not paid for time that they were required to be at work.

This Notice is only for the purpose of determining the identity of those persons who wish to be involved in this case and has no other purpose. Your right to participate in this suit may depend upon a later decision by the Arbitrator that you and the representative Claimants, are actually "similarly situated."

**You are eligible to file a consent form and seek to join this lawsuit EVEN IF:**

- **You did not keep track of the actual hours you worked.**
- **You were told you would only be paid for your scheduled work time and you performed work beyond that scheduled time.**
- **You did not complain to ISSC that you performed work without being properly paid.**

### **4. HOW TO PARTICIPATE IN THIS SUIT**

Enclosed you will find a form entitled "Consent to Become a Claimant" ("Consent Form"). If you choose to join this suit, and thus participate in any recovery that may result from this arbitration, you must read, sign, and return the Consent Form. A self-addressed, stamped envelope is enclosed for your convenience. Should the enclosed envelope be lost or misplaced, the Consent Form Should be sent to:

Overtime Lawsuit Against ISSC  
1900 West Loop South, Suite 1910  
Houston, Texas 77027  
Facsimile: (713) 621-0993

**The signed Consent Form must actually be filed with the Arbitrator by July 30, 2007.** It is your responsibility to ensure the consent form is received by Claimants' attorneys in sufficient time for it to be filed with the Arbitrator on or before this date. If your signed Consent Form is not actually filed with the Arbitrator on or before July 30, 2007, you will not participate in any recovery obtained from ISSC in this suit. If you have any questions about filling out or sending the Consent Form, please contact Claimants' attorneys listed above. If you lose the enclosed Consent Form, one may also be obtained from a website set up for this case at [www.eeoc.net](http://www.eeoc.net).

#### **5. EFFECT OF JOINING THIS SUIT**

If you choose to join this suit, you will be bound by the judgment, whether it is favorable or unfavorable. You will also be bound by, and will share in, any settlement that may be reached on behalf of the class. If you would like additional information to be able to decide whether or not to join this case, an informational website has been established at [www.eeoc.net](http://www.eeoc.net).

By joining this suit, you designate the representative Claimants as your agent to make decisions on your behalf concerning the litigation and your rights under the FLSA, the method and manner of conducting this litigation, the entering of an agreement with Claimants' attorneys concerning fees and costs, and all other matters pertaining to this lawsuit and your rights under the FLSA. These decisions and agreements made and entered into by the representative Claimants will be binding on you if you join this suit.

The representative Claimants in this matter have entered into a contingency fee agreement with Claimants' attorneys, which means that if there is no recovery, there will be no attorneys' fees or costs chargeable to you. If there is a recovery, Claimants' counsel will receive a part of any settlement obtained or money judgment entered in favor of all members of the class. Because attorneys' fees are recoverable under the FLSA, the total amount of recovery by settlement or judgment will be increased by the amount of attorneys' fees. You may request a copy of the contingency fee agreement in this matter from Claimants' attorneys at the address, telephone number, facsimile number, or e-mail address above.

#### **6. NO RETALIATION PERMITTED**

Federal law prohibits an employer, including ISSC, from discharging or in any other manner discriminating or retaliating against you because you have exercised your rights under the Fair Labor Standards Act and joined this suit.

**7. NO LEGAL EFFECT IN NOT JOINING THIS SUIT**


If you choose not to join this lawsuit, you will not be affected by any judgment or settlement rendered in this case, whether favorable or unfavorable to the class. You will not be entitled to share any amounts recovered by the class. You will be free to file your own lawsuit, subject to any defenses that might be asserted. The pendency of this lawsuit will not stop the running of the statute of limitations as to any claims you might have until you opt-in to it.

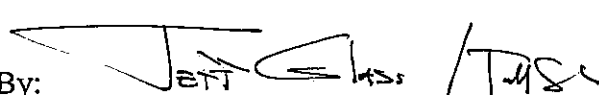
**8. FURTHER INFORMATION**

If you have questions about the lawsuit or your rights, you should contact Claimants' attorneys' toll free at (800) 607-5776. You will have the opportunity to discuss in detail the nature of this case, including the terms by which they may represent you. If you would like additional information about these firms or your right to overtime in this case, more information is available from the attorneys' websites at [www.eeoc.net](http://www.eeoc.net).

Claimants

ISSC, Defendant

By:   
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Todd Slobin  
Attorney for Claimants

By:   
\_\_\_\_\_  
Jeff Glass  
Attorney for Respondent

**This notice has been authorized by Professor Raymond L. Britton, the Arbitrator to whom this case has been assigned. The Arbitrator has taken no position on the merits of Claimants' claims or of the Respondents' defenses.**