

IN THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

**BOBBY ROBERTS and MARCUS
RONALD YOUNG on behalf of
themselves and other similarly
situated,**

Plaintiffs,

v.

**SUNOCO LOGISTICS PARTNERS
OPERATIONS, G.P., L.L.C., and
SUNOCO PARTNERS, L.L.C.,**

Defendants.

C. A. No. 4:05-cv-03693

NOTICE TO POTENTIAL PLAINTIFFS

TO: All current and former employees who worked as grade III and grade IV Pipeline Controllers in the Western and Eastern Area Control Centers during the period February 6, 2003 through present who are classified as exempt employees and thus allegedly denied overtime pay for hours worked in excess of 40 hours in a work week (other than "extra shift pay.")

RE: Right to Join Lawsuit Seeking Unpaid Overtime from **SUNOCO PARTNERS, L.L.C.** ("Sunoco").

DATE: TBD

1. PURPOSE OF NOTICE

The purpose of this notice is to inform you of your right to join a lawsuit filed against Sunoco. 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 LAWSUIT

A lawsuit has been brought by Bobby Roberts and Marcus Young (“Plaintiffs”) against Sunoco seeking to recover allegedly unpaid overtime wages. Plaintiffs, as Pipeline Controllers, contend that Sunoco required or permitted them to work more than 40 hours per work week, but did not pay them overtime for hours worked in excess of 40 in a work week. Plaintiffs assert that they were not paid for working beyond 40 hours per work week. They contend that they worked beyond their scheduled time in that they worked beyond 40 hours per work week and are owed unpaid overtime wages. Accordingly, Plaintiffs maintain that Pipeline Controllers should be classified as non-exempt employees, who are entitled to overtime wages.

Sunoco has filed a response to this action and is denying any liability on its part to Plaintiffs. It is Sunoco’s position that Plaintiffs, as Pipeline Controllers, were paid for all of their hours of work and are not owed any unpaid overtime because Sunoco properly classified them as exempt employees.

The lawsuit is pending in the United States District Court for the Southern District of Texas as Cause No. H-05-3693, before Judge David Hittner.

Plaintiffs’ attorneys in this case are:

Mark Lazarz
Todd Slobin
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

3. COMPOSITION OF THE CLASS

Plaintiffs have filed suit on their own behalf and on behalf of all similarly situated employees. Plaintiffs contend that those similarly situated to them are current and former employees who worked as grade III and grade IV Pipeline Controllers in the Western and Eastern Area Control Centers during the period February 6, 2003 through present who are classified as exempt employees and thus allegedly denied overtime pay for hours worked in excess of 40 hours in a work week (other than "extra shift pay."). Thus, the proposed class consists of those Pipeline Controllers who claim that they should be or should have been classified as non-exempt employees.

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 United States District Court that you and the representative Plaintiffs are actually "similarly situated."

You are eligible to file a consent 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, which resulted in your working beyond 40 hours in a workweek.**
- **You did not complain to Sunoco 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 Party Plaintiff" ("Consent Form"). If you choose to join this lawsuit, and thus participate in any recovery that may result from this lawsuit, you must read, sign, and return the Consent Form. You should be aware, however, that if you are or were employed with Sunoco after April 1, 2005, your claim may be subject to binding arbitration under the terms of Sunoco's ADR Program. 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 Sunoco
1900 West Loop South
Suite 1910
Houston, Texas 77027
Facsimile: (713) 621-0993

The signed Consent Form must actually be filed with the Court by _____. It is your responsibility to ensure the consent form is received by Plaintiffs' attorneys in sufficient time for it to be filed with the Court on or before this date. If your signed Consent Form is not actually filed with the Court on or before _____, you will not participate in any recovery obtained from Sunoco in this lawsuit. If you have any questions about filling out or sending the Consent Form, please contact Plaintiffs' attorneys listed above. If you lose the enclosed Consent Form, one may also be obtained from a link set up for this case at the website of Plaintiffs' law firm, namely, www.eeoc.net.

5. EFFECT OF JOINING THIS SUIT

If you choose to join this lawsuit, 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 the website of Plaintiffs' law firm, namely, www.eeoc.net.

By joining this lawsuit, you designate the representative Plaintiffs as your agents 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 Plaintiffs' 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 Plaintiffs will be binding on you if you join this lawsuit.

The representative Plaintiffs in this matter have entered into a contingency fee agreement with Plaintiffs' 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, Plaintiffs' 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 Plaintiffs' attorneys at the address, telephone number, facsimile number, or e-mail address above.

6. NO RETALIATION PERMITTED

Federal law prohibits an employer, including Sunoco, 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

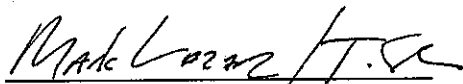
If you choose not to join this lawsuit, you will not be affected by any judgment or settlement rendered in this case, whether favorable or unfavorable to the class. You will not be entitled to share any amounts recovered by the class. You will be free to file your own lawsuit, subject to any defenses 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.

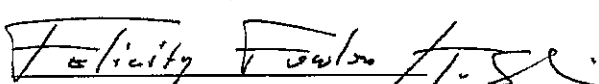
8. FURTHER INFORMATION

If you have questions about the lawsuit or your rights, you should contact Plaintiffs' 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 Plaintiffs' attorneys' websites at www.eeoc.net.

Bobby Roberts
Marcus Ronald Young
Plaintiffs

Sunoco
Defendant

By: 
Mark Lazarz
Attorney for Plaintiffs

By: 
Felicity Fowler
Attorney for Defendant

This notice has been authorized by Judge David Hittner, the Judge to whom this case has been assigned. The Court has taken no position on the merits of Plaintiffs' claims or of the Defendants' defenses.

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C. A. No. 4:05-cv-03693

Plaintiffs,

v.

**SUNOCO LOGISTICS PARTNERS
OPERATIONS, G.P., L.L.C., and
SUNOCO PARTNERS, L.L.C.,**

Defendants.

CONSENT TO BECOME PARTY PLAINTIFF

I understand that I may be eligible to join this lawsuit to recover allegedly unpaid overtime wages and liquidated damages from Defendant Sunoco Partners, L.L.C. I understand, however, that if I am or was employed with Sunoco after April 1, 2005, my claim may be subject to binding arbitration under the terms of Sunoco's ADR Program.

By filing this Consent to join this lawsuit, I understand that I designate the named Plaintiffs identified in the above caption, hereinafter the "Representative Plaintiff," as my agents to make decisions on my behalf concerning Fair Labor Standards Act Litigation against **SUNOCO PARTNERS, L.L.C.**, ("Sunoco") including the method and manner of conducting this litigation, entering into settlement agreements with Representative Plaintiffs' counsel concerning attorneys' fees and costs, and all other matters pertaining to Fair Labor Standards Act Litigation against Sunoco. These decisions and agreements, made and entered into by the Representative Plaintiffs, will be binding on me if I file this Consent.

I understand that Representative Plaintiffs have entered into Contingency Fee Agreements with the law firm of Shellist ★ Lazarz LLP, and/or the Representative Plaintiffs may in the future appoint other individuals to be

Representative Plaintiffs in Fair Labor Standards Act Litigation against Sunoco. I hereby consent to such appointment and agree to be bound by the decisions of such new Representative Plaintiff(s) for all purposes related to Fair Labor Standards Act Litigation against Sunoco, including my Contingency Fee Agreement.

By choosing to file this Consent, I understand that I will be bound by the judgment, whether it is favorable or unfavorable. I will also be bound by, and will share in, as the Court may direct, any settlement that may be negotiated on behalf of all plaintiffs.

I acknowledge and understand that if I do not file this Consent, I will not be affected by any judgment or settlement rendered or reached in this lawsuit, whether favorable or unfavorable to the Representative Plaintiffs, and I will not be entitled to share in any amounts recovered by the Representative Plaintiffs, whether by judgment, settlement, or otherwise.

I hereby consent to join this lawsuit.

Signature

Date

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: _____

Any other Name(s) you used or are known by: _____

Social Security Number: _____ - _____ - _____

Street Address: _____

Mailing Address: _____

City, State & ZIP Code: _____

Daytime Telephone: _____

Evening Telephone: _____

Cellular Telephone: _____

Alternate Telephone: _____

E-Mail Address: _____

Return this form to: Overtime Lawsuit Against Sunoco
Shellist ★ Lazarz LLP
3D/International Tower
1900 West Loop South, Suite 1910
Houston, Texas 77027
Facsimile: (713) 621-2277