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15	Attorneys for Plaintiffs	Attorneys for Plaintiffs		
16	[Additional counsel appear on signature pag	[Additional counsel appear on signature page]		
17	UNITED STA	TES DISTRICT COURT		
18	NORTHERN DIS	STRICT OF CALIFORNIA		
19	SAN JOSE DIVISION			
20	PAUL VELIZ, et al., On behalf of	Case No. 03-01180 RS		
21	Themselves and All Others Similarly Situated,	[E-FILING]		
22	Plaintiffs,	CLASS ACTION		
23	VS.	STIPULATION AND [PROPOSED] ORDER REGARDING RELEASE OF CLAIMS		
24	CINTAS CORPORATION, an Ohio corporation; PLAN ADMINISTRATOR	ARISING FROM PREVIOUS CLASS ACTION SETTLEMENT AND ORDER THEREON		
25	for the Cintas Partners' Plan; and DOES 1-25, inclusive,			
26	Defendants.			
27	2 510114411101			
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STIPULATION REGARDING RELEASE OF CLAIMS ARISING FROM CLASS ACTION SETTLEMENT, CASE NO. 03-01180

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WHEREAS, on March 19, 2003, plaintiffs filed *Veliz v. Cintas Corporation*, Case No. C-03-1180-RS, in the United States District Court for the Northern District of California ("*Veliz Action*") against defendants (collectively "Cintas"), alleging that Cintas had failed to pay all overtime wages due under the FLSA and certain state laws and deprived them of certain benefits protected by ERISA;

WHEREAS, Cintas contends that certain *Veliz* Action plaintiffs' claims are barred or limited by a Class Action Settlement entered by the Los Angeles County Superior Court on February 5, 2003 in the related cases *Vaca et al. v. Cintas Corp.*, Case No. BC 250459 and *Barajas et al. v. Cintas Corp.*, Case No. BC 251276;

NOW THEREFORE, the parties, through their respective counsel of record, hereby stipulate:

1. The plaintiffs listed in Schedule A to this Stipulation hereby acknowledge that, by virtue of the Class Action Settlement described above, they have released any and all claims, known or unknown, for any failure to compensate for overtime up through and including June 1, 2002, under California or other state law or federal statute, ordinance, regulation, common law or other source of law, whether or not such claims are in the nature of back pay, damages, penalties, attorneys' fees and/or injunctive relief, whether in contract, tort, or pursuant to a statutory remedy, including, but not limited to any claims that were or could have been brought for unpaid wages and penalties under any of the following: (1) California Labor Code sections 1194 et seq.; California Labor code sections 201 et seq.; California Labor Code Sections 500 et seq.; the applicable wage orders of the California Industrial Welfare Commission; and the Fair Labor Standards Act, 29 U.S.C. §201 et seq.; (2) any claims for conversion of overtime compensation or pay; (3) any claims for unfair business practices (including unlawful, deceptive, or unfair business practices prohibited by the California Business and Professions Code sections 17200 et seq.) relating in any way to a failure to pay overtime compensation; and (4) any claims for attorney's fees, costs of prosecution, and the like ("Released Claims"). The parties acknowledge that the plaintiffs listed in Schedule A hereto are not seeking recovery on any of the Released Claims for periods preceding June 2, 2002.

1	2.	Neither this stipulation	n nor the Order thereon shall constitute or imply any	
2	admission, c	concession or adjudication	n by any party regarding any claim raised in or by the Veliz	
3	Action.			
4	3.	Each party shall bear i	ts own costs, attorneys' fees, and litigation expenses related	
5	to the prosecution and/or defense of the pre-June 2, 2002 aspects of the claims brought by the			
6	plaintiffs listed on Schedule A.			
7	4.	This stipulation may b	be executed in counterparts and the executed counterparts	
8	may be exchanged electronically or by facsimile, but all such counterparts taken together shall			
9	constitute but one and the same stipulation. 5. This stipulation constitutes the entire agreement of the parties.			
10	IT IS	S SO STIPULATED.		
11 12	Dated: Dece	ember 17, 2008	TRABER & VOORHEES	
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14				
15			128 No. Fair Oaks Avenue, Suite 204 Pasadena, CA 91103	
16			Telephone: (626) 585-9611 Fax: (626) 577-7079	
17	Dated: Dece	ember 17, 2008	SQUIRE, SANDERS & DEMPSEY L.L.P.	
18			1-1	
19			JOSEPH A. MECKES	
20			One Maritime Plaza, Third Floor San Francisco, CA 94111-3482	
21			Telephone: (415) 954-0200 Fax: (415) 393-9887	
22			Attorneys for Defendants	
23			Attorneys for Defendants	
24			* * * ORDER	
25			ONDER	
26	Based upon the stipulation of the parties and for good cause shown, the Court orders that			
27	the plaintiffs listed on Schedule A hereto shall not be entitled to any relief on any of the Release			
28				
J				

1	Claims for periods preceding June 2, 2002. The court further orders that the parties shall bear
2	their own costs, fees and expenses with respect to any such claims.
3	IT IS SO ORDERED.
4	Dated: December 17, 2008 UNITED STATES MAGISTRATE III 2:E
5	Dated: December 17, 2008 UNITED STATES MAGISTRATE JUSTE
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1	SCHEDULE A
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3	 Karim S. Abdella Ron Ballesteros
4	3. James L. Barefield II4. Joel A. Christison
	5. Billy K. Forsythe
5	6. Thomas G. Orgill7. Miguel Perez, Jr.
6	8. Mark T. Pynchon
7	9. Victor Ramirez 10. Gilbert Rodriguez
8	11. Warren R. Runyan, Jr. 12. Jose Tarango
9	13. Jesus Viramontes
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