

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

(1) WILLIAM SMOOT, Individually and
For Others Similarly Situated,

Plaintiff,

v.

(1) TJ INSPECTION, INC.,

Defendant.

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Case No. 5:23-cv-00113-PRW

SETTLEMENT CLAIM FORM AND RELEASE

To claim my estimated settlement in the amount of \$_____, I confirm that I read the Notice regarding the overtime settlement with TJ Inspection, Inc. (“TJ”). I am making an informed, knowledgeable, and voluntary decision to sign this Consent Form and Release so I can obtain my settlement payment.

In consideration for the payment of my settlement share, I waive and release any and all wage and hour claims, causes of action, rights, and demands, including any claim for wages, overtime, distributions, compensation, expenses, interest, actual or compensatory damages, liquidated damages, treble damages, punitive damages, attorney’s fees, and costs against the Released Parties (as defined herein), and including without limitation the claims in the Lawsuit, which have accrued at any time up to and including March 31, 2023 (the “Released Claims”). This release includes without limitation all claims arising from, attributable to, or related to the FLSA and any similar state or local law relating to wages and/or hours worked. This release only applies to workweeks during which I worked for or through TJ.

“Released Parties” means TJ and all of its past, present, and future insurers, benefit plans, occupational illness/injury plans, predecessors, successors, transferees, assigns, parent companies, subsidiaries, affiliates, divisions, and customers, and each of their respective employees, owners, officers, directors, managers, members, trustees, and attorneys.

I also agree that I shall not voluntarily pursue, promote, assist, or participate in any other claims, demands, charges, complaints, causes of action, or suits whatsoever against the Released Parties within the scope of such Released Claims. However, I understand that nothing herein limits my ability to communicate with any government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information, without notice to any of the Released Parties, and nothing herein limits my right to receive an award from a government agency for information provided to such government agency.

In further consideration of the payment of my settlement share, I agree to keep the terms and existence of the settlement with TJ and any amounts that I receive as part of the settlement with TJ confidential, which means that I agree not to disclose this information to any third parties, including, but not limited to, any current or former employees or contractors of the Released Parties, the media, or the press, or on any websites or blogs or through social media. I further understand that I may disclose such confidential information only to my spouse, my tax advisor, or my legal counsel, and as to all such persons to whom disclosure is made, I acknowledge that such disclosure must be made with the condition that the persons receiving the confidential information maintain it in strict confidence. However, the foregoing does not prevent me from engaging in communications with governmental agencies, co-workers, or a labor union, regarding the terms and conditions of my employment with TJ or that otherwise qualify as protected activity under Section 7 of the National Labor Relations Act (“NLRA”).

I UNDERSTAND MY SIGNED CLAIM FORM MUST BE POSTMARKED, FAXED, TEXTED OR EMAILED BY SEPTEMBER 29, 2023, OR I WILL NOT RECEIVE A SETTLEMENT PAYMENT.

By signing, dating, and submitting this Claim Form and Release, I understand that I will have been deemed to have agreed to participate in this Settlement pursuant to the Fair Labor Standards Act.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

THIS INFORMATION WILL BE TREATED AS CONFIDENTIAL

(Sign Your Name Here)

(Date)

Printed Name

Cell Phone

Email Address

Emergency Contact

This is the address/contact information we have on file for you:

Aaron Castleberry
526 Highland Oaks Dr
Greenville, TX 75402-8037

If you would like your check mailed to a different address, please provide it in the space below:

Name: _____

Address: _____

Phone: _____

Email: _____