

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

JOSEPH DaROSA, on behalf of himself
and similarly situated employees,

Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
:
:
:
:
:
:
:
:
:
:

Civil Action No. 1:19-CV-10791

**PLAINTIFF’S MOTION FOR CONDITIONAL CERTIFICATION
AND ISSUANCE OF NOTICE PURSUANT TO SECTION 216(b) OF
THE FLSA AND MEMORANDUM IN SUPPORT THEREOF**

I. Introduction

Plaintiff Joseph DaRosa was employed by Defendant Speedway LLC (“Speedway”) as a General Manager (“GM”) and contends that he and fellow employees who worked as GMs were misclassified as exempt from overtime protections, despite the fact that they spent most of their time working alone (or with only one other employee) and almost all of their time performing the same non-managerial tasks as other hourly employees at their stores such as assisting customers, running the cash register, stocking shelves, unloading the truck, counting inventory, and cleaning bathrooms, stores, and parking lots. Accordingly, Plaintiff brings this proposed collective and class action on behalf of himself and all others similarly situated against Defendant Speedway, LLC (“Speedway”), and seeks to recover unpaid overtime wages under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207, as well as the Massachusetts Minimum Fair Wage Act (“the

Wage Act”), M.G.L. ch. 151 § 1A.¹ In addition to Plaintiff DaRosa, nine other individuals have joined this action as opt-in Plaintiffs.

Plaintiff now seeks permission, pursuant to 29 U.S.C. § 216(b), to issue notice to all Speedway employees who have worked as a GM at any Speedway Level 1 through 5 store location during the last three years.² To obtain the issuance of notice, Plaintiff must show that he and other employees who have worked as Speedway GMs in Level 1 through 5 stores are “similarly situated.” At this stage, Plaintiff need only make only a minimal showing that similarly situated individuals exist in order to meet the “lenient” evidentiary burden required for notice to issue pursuant to 29 U.S.C. § 216(b). See, e.g., Trezvant v. Fidelity Employer Services Corp., 434 F. Supp. 2d 40, 43 (D. Mass. 2006) (noting that the “fairly lenient standard [] typically results in conditional certification of the representative class.”).

As described in detail below, Plaintiff easily satisfies this lenient standard. Speedway has uniformly denied its GMs overtime pay based on a company-wide policy of classifying these employees as exempt from overtime protections. This policy alone is enough to warrant conditional certification. See Cunha v. Avis Budget Car Rental, LLC, 221 F. Supp. 3d 178, 182 (D. Mass. 2016) (“damage managers at Avis are all classified as salaried employees who are exempt from overtime under FLSA [and] [t]hat alone may be sufficient to issue notice.”). Unsurprisingly, under this lenient standard, innumerable courts have granted conditional certification when defendants have denied overtime pay pursuant to a uniform company policy

¹ Plaintiff does not seek class certification of his state law claims in this Motion. Employees may pursue “hybrid” actions in which they assert federal FLSA claims under 29 U.S.C. § 216(b) alongside Rule 23 class claims based on state law, as Plaintiff has done in this case. See, e.g., Murillo v. Pac. Gas & Elec. Co., 266 F.R.D. 468, 472 (E.D. Cal. 2010).

² As detailed infra in Part II, Speedway internally categorizes its stores into “Levels” based on store characteristics.

of classifying a group of employees, such as store managers, as exempt from the FLSA protection. See Roberts v. TJX Companies, Inc., C.A. No. 13-cv-13142-ADB, 2017 WL 1217114, *3, 6–7 (D. Mass. March 31, 2017) (conditionally certifying an estimated class of 3000 assistant store managers); Kane v. Gage Merchandising Services, Inc., 138 F. Supp. 2d 212, 214–15 (D. Mass. 2001) (conditionally certifying class of “Crew Coordinators” who had been uniformly exempted from overtime pay).³ Indeed, under the higher burden imposed at the second stage of certification, courts routinely maintain that employees are “similarly situated” when subjected to a common policy classifying a group of employees as exempt from overtime. See, e.g., Morgan v. Family Dollar Stores, Inc., 551 F.3d 1233, 1263 (11th Cir. 2008) (store managers exempted from overtime were “similarly situated”); Rivet v. Office Depot, 207 F. Supp. 3d 417, (D.N.J. 2016) (finding Assistant Store Managers exempted from overtime were “similarly situated” and granting final certification); Pendlebury v. Starbucks Coffee Co., 518 F.

³ Similarly, conditional certification, or “stage-one motion[,] is routinely granted in cases where the plaintiffs present some evidence of a policy potentially impacting all of a group of employees.” McKnight v. Honeywell Safety Products USA, Inc., C.A. No. 16-132 S, 2017 WL 3447894 (D.R.I. Aug. 11, 2017) (citing Torrezani v. VIP Auto Detailing, Inc., 318 F.R.D. 548, 552, 557–58 (D. Mass. 2017) (granting conditional certification based on policy of paying auto dealership workers “straight-time” hourly wage for hours in excess of forty per week); Tapia v. Zale Del., Inc., C.A. No. 13-cv-1565-BAS, 2016 WL 1385181, at *11–12 (S.D. Cal. Apr. 6, 2016) (granting conditional certification for nationwide class based on Defendant’s use of similar payroll procedures at all its stores, and evidence that the payroll practice results in unpaid overtime); Norceide v. Cambridge Health Alliance, C.A. No. 10-11729-NMG, 2014 WL 775453, at *1, 8 (D. Mass. Feb 24, 2014) (granting conditional certification to a class of 2,872 hourly workers based on defendant’s allegedly policy of refusing to compensate for missed breaks and unscheduled work, despite class containing various positions across three different hospitals). See also Ferreira v. Modell’s Sporting Goods, Inc., C.A. No. 11Civ. 2395(DAB), 2012 WL 2952922, at *3 (S.D.N.Y. July 16, 2012) (granting conditional certification based on plaintiff’s testimony regarding his work at multiple store locations and evidence of defendant’s uniform policy of misclassifying Assistant Managers as exempt from overtime requirements).

Supp. 2d 1345, 1364 (S.D. Fla. 2007) (Starbucks managers claiming they were misclassified as executive employees were similarly situated).⁴

Plaintiff does not only rely on the company-wide policy of classifying GMs as exempt to establish that Plaintiff and opt-ins are similarly situated; Plaintiff also offers seven declarations describing the actual (non-managerial) responsibilities of the GM position. These declarations specify job duties and narrow the collective to GMs at Speedway Level 1 through 5 locations, as GMs at Level 6 stores have more staff because Level 6 stores have the highest volume of sales among the Speedway locations.

Accordingly, the Court should authorize, pursuant to 29 U.S.C. § 216(b), the issuance of notice to GMs who have worked at Speedway Level 1 through 5 stores in the last three years, giving them notice of the pendency of these claims and their rights under the FLSA and the opportunity to join this case if they so choose. As discussed infra, Part III, early notice is both a crucial case management tool and necessary to effectuate the aims of the FLSA. See Hoffmann-La Roche Inc. v. Sperling, 493 U.S. 165, 169 (1989).

II. FACTUAL BACKGROUND

Speedway holds itself out as “the nation’s second largest company owned and operated convenience store chain.” Dkt 14-3 at p. 11 (according to Speedway’s website, the company operates “2,740 stores located in 22 states.”) The company internally categorizes these stores

⁴ See also Garcia v. Freedom Mortgage Corp., 790 F. Supp. 2d 283, 287 (D.N.J. 2011) (plaintiffs were similarly situated where the record showed that they “were subject to the same policy and practice of Defendant to treat such Plaintiffs as employees exempt from the overtime requirements of the FLSA”); Indergit v. Rite Aid Corp., 293 F.R.D. 632, 644 (S.D.N.Y. 2013) (store managers were similarly situated despite the defendant’s assertion that job duties varied based on “season, location, store volume, and store type” as the class members engaged in a “fundamental mix of similar duties”); Galdo v. PPL Elec. Utilities Corp., C.A. No. 14-5831, 2016 WL 454416, *2 (E.D. Pa. Feb. 5, 2016) (denying motion to decertify class of workers challenging employers classification as overtime-exempt administrative employees).

into Level 1 (small convenience stores) to Level 6 (large truck stops) based on store characteristics. See Dishno Decl., at ¶¶ 11–14.⁵ Speedway requires all its employees to follow a uniform Code of Business Conduct, see Code of Business Conduct (attached here as Exhibit A) (“Code of Conduct”) and to operate in accordance with the “Speedway mentality.” See Declaration of April Dishno (attached here as Exhibit B) (“Dishno Decl.”), at ¶ 9; Declaration of Bernadette Lambus (attached here as Exhibit C) (“Lambus Decl.”), at ¶ 2 (referring to the “Speedway way”); Dkt. 14-3 (referring to the “Speedway Way” and Code of Business Conduct).

Speedway maintains a GM position at all Speedway store locations. See Dishno Decl., at ¶ 1–3 (describing the GM position at the Terre Haute and Indianapolis, **Indiana**, and Elizabethtown, **Kentucky** locations); Lambus Decl., at ¶ 1 (describing the GM position at the Albemarle, **North Carolina** location); Exh. D, Declaration of Joseph DaRosa (DaRosa Decl.) at ¶ 1 (describing GM position at the Brockton, **Massachusetts** location); Exh. E, Declaration of Norma Remyse (Remyse Decl.) at ¶¶ 1–3 (describing GM position at the Leslie, Haslett, and Okemos, **Michigan** locations); Exh. F, Declaration of Mechelle Nellis (Nellis Decl.), at ¶¶ 1–2 (describing the GM position at the Fishing Creek, Lemoyne, Carlisle, Columbia, and Camp Hill, **Pennsylvania** locations); Exh. G, Declaration of Sarah Frias (Frias Decl.) at ¶ 1 (describing the GM position at the Bronx, **New York** location); Exh. H, Declaration of Cira Burke (Burke Decl.) at ¶ 1 (describing the GM position at the Madison and Windsor **Wisconsin** locations).

⁵ Because discovery has not yet been conducted, Plaintiff has limited knowledge of Speedway’s internal structure. Based on pre-discovery investigation, however, Speedway appears to have a longstanding practice of internally categorizing stores into “Levels” that corresponds to store sales and size. Speedway currently classifies stores as Level 1 through 6: Level 6 stores are the highest-volume stores and include franchise food restaurants, while Levels 1 through 5 locations are standard convenience stores. See Dishno Decl., at ¶¶ 11–15.

Speedway uses a uniform job description for the GM position that applies to all store locations. See “GM Job Description” (attached here as Exhibit I); Dishno Decl. at ¶ 10. The GM responsibilities are the same across all stores, see Dishno Decl. at ¶ 8; Lambus Decl. at ¶ 6; DaRosa Decl. at ¶ 8; Remyense Decl. at ¶ 7; Nellis Decl. at ¶ 6; Frias Decl. at ¶ 6; and Burke Decl. at ¶ 5. The Level 6 stores are different only in that they are larger and have a greater number of employees assigned to them, such as multiple co-managers. See Dishno Decl., at ¶ 15.

Plaintiff was employed as a GM at the Speedway store located at 296 North Pearl Street, Brockton, MA 02301, until approximately October 2018. See Dkt. 1 (Complaint) at ¶ 9; DaRosa Decl., at ¶ 1. Opt-in plaintiffs April Dishno, Bernadette Lambus, Sarah Frias, Norma Remyense, Mechelle Nellis, and Cira Burke were also employed as Speedway GMs. See Dishno Decl., at ¶¶ 1–3, Lambus Decl., at ¶¶ 1–2; Frias Decl., at ¶¶ 1–2; Remyense Decl., at ¶¶ 1–3; Nellis Decl., at ¶¶ 1–2; Burke Decl. at ¶ 1. Opt-in plaintiff Lambus was employed as a GM at a Speedway convenience location in Albemarle, NC, from approximately January 2016 through April 2017. Lambus Decl., at ¶ 1. Opt-in plaintiff April Dishno was employed as a GM for Speedway at Speedway store locations in Terre Haute and Indianapolis, IN, from July 2014 until July 2015, and at a Speedway location in Elizabethtown, KT, from approximately October 2017 to October 2018. See Dishno Decl., at ¶¶ 1–3. Opt-in plaintiff Frias was employed as a GM for Speedway at the location in the Bronx, NY, for approximately six months, and also at the Tarrytown, NY location from approximately 2017 until approximately July 2019. See Frias Decl., at ¶¶ 1–2. Opt-in plaintiff Remyense was employed as a GM at three different Speedway locations (Okemos, Haslett, and Leslie) in Michigan from approximately 2010 until approximately July 2019. See Remyense Decl., at ¶¶ 1–3. Opt-in plaintiff Nellis worked for Speedway as a GM from approximately December 2015 to May 2019, at six different Speedway stores in Pennsylvania.

See Nellis Decl., at ¶¶ 1–2. Opt-in plaintiff Cira Burke worked for Speedway as a GM from approximately August 2014 to September 2018 at three Speedway stores: two of them located in Madison, WI and one located in Windsor, WI. See Burke Decl. at ¶ 1. In total, opt-in plaintiffs and Plaintiff attest from eight different states attest to the uniformity of the GM position across Speedway convenience store locations.

The company uniformly pays the GM position on a salary-basis – and uniformly classifies the position exempt from overtime. See Dishno Decl. at ¶ 5, Lambus Decl., at ¶ 3; Frias Decl., at ¶ 3; DaRosa Decl., at ¶ 2; Remyse Decl., at ¶ 4; Nellis Decl., at ¶ 5; Burke Decl., at ¶ 4. As GMs, Plaintiff and opt-ins were all salaried and earned between \$38,000 and \$47,500. Dkt. 1 (Complaint) at ¶ 9; Dishno Decl., at ¶ 5, Lambus Decl., at ¶ 3; Frias Decl., at ¶ 3; DaRosa Decl., at ¶ 2; Remyse Decl., at ¶ 4; Nellis Decl., at ¶ 3; Burke Decl., at ¶ 2.

All GMs were denied overtime, despite regularly working over forty-hour weeks; Plaintiff and opt-ins regularly worked between fifty-five and eighty-five hours per week. See Dkt. 1 (Complaint) at ¶ 11–12; Dishno Decl., at ¶ 6–7 (estimating an average of fifty-five to sixty-five-hour weeks, and up to seventy); Lambus Decl., at ¶¶ 4–5 (estimating an average of seventy-five to eighty-five-hour weeks); Frias Decl., at ¶¶ 4–5; DaRosa Decl., at ¶¶ 3–4; Frias Decl., at ¶¶ 5–6 (estimating that she worked upwards of fifty plus hours a week at all three Speedway locations); Nellis Decl., at ¶ 4 (noting she worked as much as 90 hours a week); Burke Decl., at ¶ 3 (estimating an average of 55-60 hours per week at three locations).

Despite the title of “manager,” Plaintiff and opt-ins Dishno, Lambus, Remyse, Frias, Nellis, and Burke generally worked alone, or with only one other employee in the store. See Dkt. 1 (Complaint) at ¶ 10; DaRosa Decl., at ¶ 6 (also estimating 90%); Dishno Decl., at ¶ 9 (remembering working alone or with only one other employee 75% of the time); Frias Decl., at ¶

8 (estimating 80%); Lambus Decl., at ¶ 7 (estimating 80–90%); Frias Decl., at ¶ 7 (estimating 90%); Nellis Decl., at ¶ 7 (same); Remyne Decl., at ¶ 8 (estimating 80%); Nellis Decl., at ¶ 7 (estimating 90%); Burke Decl., at ¶ 7 (estimating 85%). Level 6 Speedway locations, in contrast, have more staffing. See Dishno Decl., at ¶ 15.

Across all locations and Levels, though, GM duties primarily consisted of the same non-managerial responsibilities of the hourly employees at their stores: assisting customers; running the cash register; stocking shelves; stocking coolers; making coffee and preparing sandwiches and pizza; unloading the trucks; counting inventory; cleaning the stores, bathrooms, and gas pumps; and, taking out the trash. See Dkt. 1 (Complaint) at ¶ 10; Dishno Decl., at ¶ 8; Lambus Decl., at ¶ 6; Frias Decl., at ¶ 6; DaRosa Decl., at ¶ 5; Frias Decl., at ¶ 7; Burke Decl., at ¶ 5. These non-managerial tasks comprised up to ninety percent of Plaintiff and opt-ins’ work. See Dishno Decl., at ¶ 8; Lambus Decl., at ¶ 6; Frias Decl., at ¶ 6; DaRosa Decl., at ¶ 5; Frias Decl., at ¶ 7; Nellis Decl., at ¶ 6; Burke Decl., at ¶ 5. In sum, GMs worked excessive overtime, and primarily performed non-managerial tasks, either alone or with one other employee.

Speedway uses a uniform training program for the GM position. In order to attain the GM position, employees must complete an approximately six-week, standardized training, following the Speedway checklist. See Dishno Decl. at ¶ 4. This training program trains the employee in the “Speedway mentality” and prepares the employee to fulfill the GM position at any Speedway location. See Dishno Decl., at ¶ 10. Because the training prepares employees working to fulfill the GM position at any Speedway location, employees are regularly transferred and maintain the same position, responsibilities, and title across store locations. See, e.g., Dishno Decl. at ¶ 4; Frias Decl. at ¶ 1–2; Remyne Decl., at ¶ 1–3.

III. STATUTORY FRAMEWORK

The FLSA allows workers to bring an action either on an individual basis or on a collective basis for herself “and other employees similarly situated.” 29 U.S.C § 216(b).⁶ Similarly situated individuals may not be a party to a collective action under the FLSA unless they affirmatively opt-in. *Id.* To provide those individuals with an opportunity to determine whether they wish to participate in a case by opting in, district courts should authorize notice to similarly situated individuals. *See Kane v. Gage Merchandising Services, Inc.*, 138 F.Supp.2d 212, 214 (D. Mass. 2001) (citing *Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 169 (1989)).

The collective action provision of the FLSA is remedial and aimed at efficient resolution of similar claims. As the Supreme Court has explained, “[a] collective action allows ... plaintiffs the advantage of lower individual costs to vindicate rights by the pooling of resources. The judicial system benefits by efficient resolution in one proceeding of common issues of law and fact arising from the same alleged discriminatory activity.” *Hoffman-LaRoche Inc.*, 493 U.S. at 170. The Court also observed that “the broad remedial goal of the statute should be enforced to the full extent of its terms.” *Id.* at 173. District courts have subsequently understood conditional certification as to be a case management tool, used to facilitated notice to potential class members. *Roberts*, 2017 WL 1217114, at *2.

⁶ “This is in contrast to an approach that applies the standards of Fed.R.Civ.P. 23 (numerosity, commonality, typicality, and adequacy of representation) when determining whether to order notice to a potential class.” *Lapan v. Dick's Sporting Goods, Inc.*, C.A. No. 13-11390-RGS, 2014 WL 4206212, *1 (D. Mass. Aug. 20, 2014). Thus, the “requisite showing of similarity of claims under the FLSA is considerably less stringent than the requisite showing under Rule 23 of the Federal Rules of Civil Procedure. All that need be shown by the plaintiff is that some identifiable factual or legal nexus binds together the various claims of the class members in a way that hearing the claims together promotes judicial efficiency and comports with the broad remedial policies underlying the FLSA.” *Lewis v. Wells Fargo & Co.*, 669 F. Supp. 2d 1124, 1127 (N.D. Cal. 2009) (emphasis added).

The FLSA requires employers to pay their employees at least “one and one-half times the regular rate” for any hours worked in excess of a forty-hour workweek. 29 U.S.C. § 207(a)(1). The overtime requirement has multiple exceptions. The one at issue in this case excludes “any employee employed in a bona fide executive ... capacity.” *Id.* § 213(a)(1). An employer seeking to establish that an employee is an exempted “executive” bears the burden of showing: (1) the employee's salary is at least \$455 per week, (2) the employee’s “primary duty” is management, (3) the employee “customarily and regularly directs the work of two or more other employees,” and (4) the employee “has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight.” 29 C.F.R. § 541.100(a). Each of these requirements must be met for the exemption to apply. Marzuq v. Cadete Enterprises, Inc., 807 F.3d 431, 435 (1st Cir. 2015). The regulations set forth four non-exclusive factors that courts should consider in determining an employee’s primary duty: (1) the relative importance of the exempt duties as compared with other types of duties; (2) the amount of time spent performing exempt work; (3) the employee's relative freedom from direct supervision; and (4) the relationship between the employee's salary and the wages paid to other employees who perform similar nonexempt duties. 29 C.F.R. § 541.700(a).

However, whether the Plaintiffs are similarly situated to these factors does not need to be considered at the first stage of certification. See, e.g., Pendlebury, 518 F.Supp.2d at 1349 (considering the “salient factors in an exemption analysis” at the *second-stage* of certification, in response to a motion to de-certify). As set forth below, at this time, the Court need only determine whether Plaintiff and other GMs were common victims of a single Speedway policy to deny overtime pursuant an FLSA exemption. See Trezvant, 434 F.Supp.2d at 43 (explaining

plaintiff need only make ““a modest factual showing or assert[] *substantial* allegations that ‘the putative class members were together the victims of a single decision, policy, or plan that violated the law’ ”) (quoting Thiessen v. Gen. Elec. Capital, 267 F.3d 1095, 1102 (10th Cir. 2001)); Roberts, 2017 WL 1217114, at *2 (explaining the plaintiff’s burden is met at the first stage by showing that “ ‘there are other employees ... who are similarly situated with respect to their job requirements and with regard to their pay provisions,’ on which the criteria for many FLSA exemptions are based, who are classified as exempt pursuant to a common policy or scheme.”) (quoting Myers v. Hertz Corp., 624 F.3d 537,555 (2d Cir. 2010) (quoting Family Dollar Stores, Inc., 551 F.3d at 1259); Kane, 138 F.Supp.2d at 213.

IV. LEGAL ARGUMENT

A. The Court Need Only Find that Plaintiff Has Made a Modest Showing that Similarly Situated Class Members Exist In Order To Issue Notice

The majority of district courts in this Circuit (like those around the country) have adopted a two-step approach in determining whether plaintiffs are “similarly situated for purposes of class certification under 216(b). Roberts, 2017 WL 1217114, at *2; Trezvant, 434 F.Supp.2d at 43. In the first step of the analysis, the court must “decide whether the potential class should receive notice of the action,” Kane, 138 F.Supp.2d at 214, and “[o]nly a preliminary finding of ‘similarly situated’ plaintiffs is necessary to authorize notice.” Trezvant, 434 F.Supp.2d at 43.⁷

Conditional certification and the issuance of notice is appropriate where the defendant has made the “blanket determination” that their managers are exempt from overtime. See

⁷ The second step usually occurs *after* discovery, at which point the party opposing certification may move to decertify the class. Kane, 138 F.Supp.2d at 214. Not until the second stage, do courts consider factors such as: 1) the disparate factual and employment settings-e.g. whether plaintiffs were employed in the same corporate department, division, and location; 2) the various defenses available to defendant which appear to be individual to each plaintiff; and 3) fairness and procedural considerations. Id. (citation omitted).

Damassia v. Duane Reade, Inc., 250 F.R.D. 152, 158 (S.D.N.Y. 2008) (holding that employees may be considered similarly situated where their employer admits that it categorically treats those employees as exempt from overtime, without regard for factors like “sales volume . . . location . . . work shift . . . tenure . . . [or] management style”); Youngblood v. Family Dollar Stores, Inc., C.A. No. 09 Civ. 3176(RMB), 2011 WL 4597555, at *5 (S.D.N.Y. Oct. 4, 2011) (“That Family Dollar makes such a blanket determination is evidence that differences in the Store Manager position, to the extent there are any, are not material to the determination of whether the job is exempt from overtime requirements.”); Pendlebury, 518 F. Supp. 2d at 1352 (“Plaintiffs’ similarly situated status is further underscored by Defendant’s own policy and practice of classifying all store managers . . . as exempt.”). Accordingly, “a policy of treating at least some of a discrete class of employees [] as exempt from FLSA requirements” is in itself “sufficient for this Court to determine that a ‘similarly situated’ group of potential plaintiffs exists given the adopted lenient standard for court-facilitated notice.” Kane, 138 at F.Supp.2d at 213.

Moreover, a consistent job title, consistent job descriptions (as to the major areas of responsibility, notwithstanding some “theoretical variations in the actual duties performed”), and uniform classification of the position as overtime-exempt at multiple store locations (regardless of store location, size, or even differing doing business as names of the locations), weighs in favor of conditional certification. Roberts v. TJX Companies, Inc., 2017 WL 1217114, at *3–4 (granting conditional certification and authorizing notice to an estimated 3000 assistant store managers); see also Lichy v. Centerline Communications LLC, C.A. No. 15-cv-13339-ADB, 2018 WL 152453, at *3 (D. Mass. March 28, 2018) (“at the conditional certification stage, courts routinely grant certification where the proposed class members’ job titles or duties are not exactly

the same, as long as they are similar”); Litz v. Saint Consulting Group, Inc., C.A. No. 11-10693-GAO, 2012 WL 549057, at *2 (D. Mass. Feb. 17, 2012) (conditionally certifying class of Project Managers on the basis the employees had the “same general job descriptions and duties, [] similar terms of employment . . . and receive similar training and directives from management.”).

An employer’s use of a uniform job description for a position is also evidence that employees in that position are similarly situated, and thus weighs in favor of conditional certification. See, e.g., Marrero, et al. v. KRA Corp., et al., C.A. No. 09-cv-2516-JF, 2010 WL 678123 (E.D. Pa. Feb. 23, 2019) (“Plaintiffs have also submitted a standardized job description for the ‘Career Agents’ employed at the Philadelphia, Pennsylvania and Tidewater, Virginia locations, which shows that the position is the same in more than one location.”); Nerland v. Caribou Coffee Co., Inc., 564 F. Supp. 2d 1010, 1021 (“the Court finds the two-page store manager job description that is uniformly applied to all Caribou store managers is evidence of a lack of significant variation in job duties and responsibilities among the named and opt-in plaintiffs in this case”). Likewise, evidence of the employer using a uniform training program for the position and requiring those in the position comply with a common Code of Conduct also suggests employees in the position are similarly situated. See Roberts, 2017 WL 1217114, at *4–5 (pointing to defendant’s “BEST Methods” list of best practices for how to perform i.e., ringing the register, and requirement that Assistant Managers follow the same code of conduct

and undergo the same initial training).⁸

Courts have held that employees are “similarly situated” nationwide, where they work under similar company policies.⁹ See Falcon v. Starbucks Corp., 580 F. Supp. 2d 528, 536 (S.D. Tex. 2008) (opt-in plaintiffs were similarly situated, despite working in different locations under the supervision of different managers, where all “held the same job title and worked under the same job description and supervision hierarchy.”); cf. Rawls v. Augustine Home Health Care, Inc., 244 F.R.D. 298, 300 (D. Md. 2007) (“although Plaintiffs were employed in different geographic locations, they were all CNAs who performed similar services and were paid an hourly wage.”). Sworn declarations from employees describing working under the same company policies and performing the same job duties (the factors discussed above, considered at this first step) are sufficient evidence to support a preliminary finding of similarly situated.

When a plaintiff seeks to certify a class “beyond the named plaintiffs' own work location,

⁸ As noted above, the Court need not reach the merits of Speedway’s classification of GMs as exempt and therefore need not consider the factors regarding the exemption’s application. As the Court explained in Roberts, conditional certification at the first stage does not and **cannot** reach “too deeply into the merits.” Roberts, 2017 WL 1217114, at *6; see also Kreher v. City of Atlanta, C.A. No. 1:04-CV-2651-WSD, 2006 WL 739572, at *4 (N.D. Ga. Mar. 20, 2006) (“the focus of this inquiry, however, is not on whether there has been an actual violation of law but rather on whether the proposed plaintiffs are ‘similarly situated’ under 29 U.S.C. § 216(b) with respect to their allegations that the law has been violated.... [A] court adjudicating a motion to authorize a collective action need not evaluate the merits of plaintiffs' claims in order to determine whether a similarly situated group exist.”) (quoting Young v. Cooper Cameron Corp., 229 F.R.D. 50, 54–55 (S.D.N.Y. 2005)).

⁹ Courts have also not hesitated to certify classes of workers under the stricter standards of Rule 23 even though they worked as different locations. See, e.g., Matamoros v. Starbucks Corp., 699 F.3d 129, 139 (1st Cir. 2012) (affirming certification of class of baristas who worked at Starbucks locations throughout Massachusetts, although lead plaintiffs worked only at a few of the defendant’s many locations); Rose, et al. v. Ruth’s Chris Steak House, Inc., Civ. A. No. 07-CV-12166-WGY, electronic order (D. Mass. Sept. 23, 2008) (certifying national class of restaurant servers who challenged employer’s tip policy although lead plaintiffs worked at only one location); Fast v. Applebee’s Int’l, Inc., 243 F.R.D. 360, 363-364 (W.D. Mo. 2007) (same).

[the Plaintiffs] must demonstrate that ‘employees outside of the work location for which the employee has provided evidence’ were similarly affected by the employer's policies.” Travers v. JetBlue Airways Corp., No. 08–10730, 2010 WL 3835029, at *2 (D. Mass. Sept. 30, 2010) (quoting Horne v. United Servs. Auto Ass'n, 279 F.Supp.2d 1231, 1235 (M.D.Ala. 2003)). A plaintiff need not demonstrate the existence of a similarly situated individual at *every* location included in the putative class in order to warrant conditional certification. See id.; Adams v. Inter-Con Sec. Sys., Inc., 242 F.R.D. 530, 537 (N.D. Cal. 2007) (commenting “plaintiffs do not need to provide evidence that every facility relevant to the proposed class maintains an illegal policy,” nor are plaintiffs required to “produce equal amounts of evidence for every facility” to warrant nationwide conditional certification). Multiple affidavits attesting to consistent work conditions suffice. See Trezvant, 434 F.Supp. at 43 n. 2 (defining “substantial allegations” needed to support preliminary finding of “similarly situated” for conditional certification, as “detailed allegations supported by affidavits that successfully engage defendant’s allegations to the contrary.”); see, e.g., Davine v. Golub Corp., C.A. No. 14-30136-MGM, 2015 WL 1387922, at *2–3 (D. Mass. March 25, 2015) (relying on seven sworn declarations to conditionally certify multi-state class of “Team Leaders”); Bell v Citizens Financial Group, Inc., C.A. No. 10-320, 2010 WL 3463300, *1, 3 (W.D. Pa. Sept. 2, 2010) (basing nationwide conditional certification on eight (8) declarations describing working conditions at thirteen locations, and a uniform job description). To require affidavits from *every* store location would defeat the very purpose of issuing notice. See Tapia, 2016 WL 1385181, at *12 (granting nationwide conditional certification of 20,000 retail workers, despite lack of declarations from employees other than the plaintiff because to require “declarations from other employees is at odds with the purpose of giving notice to potential plaintiffs”).

B. The Court Should Authorize Notice Because Plaintiff Has Made a Modest Showing that Similarly Situated Class Members Exist

It is clear that the standard for conditional certification has been met in this case.

Speedway has uniformly classified employees who worked as GMs as exempt from the FLSA's overtime requirement and has not paid them overtime even though they regularly work in excess of 40 hours each week. Speedway hired GMs using a uniform job description and initial training program, and uniformly hired the position on a salary basis and classified the position as exempt from overtime. The GM position's duties are uniform across all Speedway convenience store locations.¹⁰

Plaintiff and opt-in plaintiffs' sworn declarations amply demonstrate that Speedway used a uniform job title ("General Manager") and uniformly classified the position as exempt, and that the major job responsibilities associated with the position are consistent across different Speedway Level 1 through 5 locations. As stated supra, Plaintiff is not obligated to produce a sworn declaration from GMs at every store location (i.e. a store at each "Level") to meet the "lenient" evidentiary burden required for nationwide notice to issue. Trezvant, 434 F.Supp.2d at 43. Indeed, Plaintiff is not obligated to produce any other employees' sworn declaration, see Tapia, 2016 WL 1385181, at *12, but has produced declarations representing over a third of the states in which Speedway operates, and has excluded Level 6 stores from the collective based on the pre-discovery information gathered to date.¹¹

¹⁰ Level 6 stores are assigned with more employees due to the large sales volume, and Plaintiff has excluded these stores from the collective. See Dishno Decl., at ¶¶ 14–15.

¹¹ The issue at this first step of certification is only whether Plaintiff has produced sufficient substantial allegations that Plaintiff and opt-ins are similarly situated (which Plaintiff has here); at the second step, *after* discovery has been conducted, the defendant may move to decertify if discovery proves that GM duties (i.e. at different store Levels) are not similarly situated.

Moreover, in addition to sworn declarations from multiple employees, Plaintiff points to evidence of Speedway's multiple policies evidencing uniformity of the GM position. First, Speedway uses a uniform job description for hiring the GM position at various locations. See Exh. I. Second, as opt-in plaintiff April Dishno details in her sworn declaration (drawing on her personal knowledge as a Speedway Recruiter), Speedway uses a uniform training program that prepares an employee to fulfill the GM position at any Speedway location. See Dishno Decl., at ¶ 4, 10. Third, as multiple opt-ins attest, GMs regularly transition between stores while maintaining the same position title, responsibility, and compensation. Dishno Decl., at ¶ 4; Frias Decl., at ¶ 1–2; Remyse Decl., at ¶ 1–3; Burke Decl. at ¶¶ 1–7. Fourth, Speedway similarly subjects Plaintiff and opt-in plaintiffs to the Code of Conduct imposed by Speedway, see Exh. A., and expects all its GMs to adopt the “Speedway mentality.” Dishno Decl., at ¶ 9; Lambus Decl., at ¶ 2; Dkt. 14-3.

In short, Plaintiff has offered “detailed allegations” supported by sworn declarations from multiple employees and other common evidence sufficient to make a modest factual showing (“substantial allegations”) that that all GMs at store Levels 1 through 5 are similarly situated to Plaintiff DaRosa and all were common victims of Speedway's overtime-exempt classification. See Trezvant, 434 F. Supp. at 43 n. 2

Nationwide certification GMs at Speedway locations Level 1 through 5 is appropriate here. Plaintiff DaRosa and opt-in plaintiffs have attested to uniformity in job title, description, compensation, duties, and trainings, of the position at locations in eight of the twenty-two states in which Speedway operates store locations. Moreover, Plaintiff has produced a sworn declaration from a former Speedway Recruiter who attests to uniform training and job responsibilities for the GM position anywhere in the country. See Dishno Decl., at ¶ 4, 10. The

testimony is borne out by the experience of multiple opt-ins transferring between stores (and across states) and maintaining the same job title, responsibilities, and compensation. See Dishno Decl., at ¶ 4; Frias Decl., at ¶ 1–2; Remynse Decl., at ¶ 1–3; Burke Decl., at ¶¶ 1–7.

Fairness and procedural considerations also support allowing notice to issue. The FLSA is designed to be a remedial statute, and it “should be given a broad reading, in favor of coverage.” See e.g. Kelley v. Alamo, 964 F.2d 747, 749–50 (8th Cir.1992); Fegley v. Higgins, 19 F.3d 1126, 1132 (6th Cir.1994). Collective actions under § 216(b) are designed to help lower the costs to plaintiffs through the pooling of resources and to benefit the judicial system by efficient resolution in one proceeding of common issues of law and fact. See Hoffmann–La Roche Inc., 493 U.S. at 170. This Court, therefore, should permit notice to be issued at this time.

C. The Court Should Approve Plaintiff’s Proposed Notice and Opt-in Process

It is vital that notice be issued promptly to preserve the rights of the GMs. Unlike in class actions brought under Rule 23, the filing of the complaint does not toll the statute of limitations for the FLSA claims of potential plaintiffs. See Wlotkowski v. Michigan Bell Tel. Co., 267 F.R.D. 213, 219 (E.D. Mich. 2010). Rather, each member of the class must affirmatively toll the statute of limitations by “opting into” the lawsuit. Nash v. CVS Caremark Corp., 683 F. Supp. 2d 195, 200 (D.R.I. 2010) (citing 29 U.S.C. § 256(b)).

The Court should order notice to be issued to all GMs who have worked for Speedway within the last three years, as set forth below, so as to provide them a meaningful opportunity to understand their rights and to join this litigation if they so choose. Plaintiff has prepared a proposed notice (attached here as Exhibit J) and opt-in form (Exhibit K). Below is a brief discussion of sufficiency of the proposed notice:

- The proposed notice is appropriate in scope, as courts frequently grant conditional certification similar in scope to Plaintiff’s proposed class. See, e.g., Roberts, 2017 WL

1217114, at *4 (authorizing notice to nationwide class of assistant store managers who worked across the country). The time period is also appropriate because this case alleges a “willful” violation of the FLSA, see Dkt. 1 (Complaint) at ¶¶ 23–24, meaning the applicable statute of limitations is three years. 29 U.S.C. § 255(a); see, e.g., Vasto v. Credico (USA) LLC, C.A. No. 15 Civ. 9298 (PAE), 2016 WL 2658172, at *16 (S.D.N.Y. May 5, 2016) (allegations of willfulness adequate to support three-year time period).

- Notice by mail, email,¹² and text message¹³ is appropriate here. To effectuate this notice, the Court should order Speedway to produce a list of all GMs who have worked for Speedway at Level 1 through 5 store locations in the last three years, including names, last known mailing addresses, last known telephone numbers, email addresses, work locations, and dates of employment. Courts routinely require defendants to produce this information when granting conditional certification motions. See Hoffman-La Roche, 493 U.S. at 170 (holding that district courts have the authority to compel the production of contact information to facilitate notice); Kane, 138 F.Supp.2d at 216 (ordering defendants to provide a list of names and last known mail and e-mail addresses).¹⁴
- Once Speedway has produced class members’ names and contact information, and notice has been issued, class members should have a 90-day window to return a signed consent form.

¹² E-mail is increasingly recognized by courts as an effective method for providing notice. See, e.g., Syed v. M-I, L.L.C., C.A. No. 1:12-CV-1718 AWI MJS, 2014 WL 6685966, at *8 (E.D. Cal. Nov. 26, 2014) (finding that “email is an increasingly important means of contact” and ordering that notice be sent via hardcopy mail and email); Guy v. Casal Institute of Nevada, LLC, C.A. No. 2:13-CV-02263-APG, 2014 WL 1899006, at *7 (D. Nev. May 12, 2014), (“email is an efficient, reasonable, and low cost supplemental form of notice”); Vasto, 2016 WL 2658172, at *16 (granting request for notice by e-mail); Snively v. Peak Pressure Control, LLC, 174 F. Supp. 3d 953, 962 (W.D. Tex. 2016) (same); Butler v. DirectSAT USA, LLC, 876 F. Supp. 2d 560, 575 (D. Md. 2012) (same).

¹³ A number of courts have recognized that notice by text message is an appropriate and effective method of sending notice. See, e.g., Martin v. Sprint/united Management Company, C.A. No. 15 Civ. 5237 (PAE), 2016 WL 30334, at *16 & n. 32 (S.D.N.Y. Jan. 4, 2016); Vasto, 2016 WL 2658172 at *16.

¹⁴ See also Tomkins v. Amedisys, Inc., C.A. No. 3:12cv1082 (WWE), 2014 WL 129407, at *3 (D. Conn. Jan. 13, 2014) (ordering defendants to provide plaintiffs with each potential plaintiffs’ name, last-known address, dates of employment, social security number, and dates of birth, noting “[g]enerally, courts grant this type of request in connection with a conditional certification of a FLSA certification action”); Hernandez v. NGM Mgmt. Grp. LLC, C.A. No. 12 Civ. 7795(RWS), 2013 WL 5303766, at *5 (S.D.N.Y. Sept. 20, 2013) (ordering defendants to provide names, title, compensation rate, hours worked per week, period of employment, last-known mailing address, alternate addresses, and all known telephone numbers) (collecting cases); Prescott v. Prudential Ins. Co., 729 F. Supp. 2d 357, 371 (D. Me. 2010); Poreda v. Boise Cascade, L.L.C., 532 F. Supp. 2d 234, 242 (D. Mass. 2008); Curtis v. Scholarship Storage Inc., C.A. No. 2:14-cv-303-NT, 2015 WL 1241365, at *7 (D. Me. Mar. 18, 2015).

“Notice periods may vary, but numerous courts around the country have authorized ninety-day opt-in periods for collective actions.” Butler, 876 F.Supp.2d at 575; see also Benion v. LeCom, Inc., 2016 WL 2801562 at *11 (E.D. Mich. May 13, 2016) (“One of the purposes of judicially supervised notice is to protect the claims of potential plaintiffs for unpaid overtime compensation.... That interest, of course, must be balanced with expeditious and prudent case management. The 90-day notice period proposed by the plaintiffs properly strikes that balance.”) (citing Hoffmann-La Roche, 493 U.S. at 170).

- Finally, Plaintiff proposes that a reminder notice be sent 45 days prior to the close of the opt-in period. “[C]ourts have recognized that a second notice or reminder is appropriate in an FLSA action since the individual is not part of the class unless he or she opts-in.” Guzelgurgunli v. Prime Time Specials Inc., 883 F. Supp. 2d 340, 357–58 (E.D.N.Y. 2012); see also Sanchez v. Sephora USA, Inc., C.A. No. 11-03396, 2012 WL 2945753, at *6 (N.D. Cal. July 18, 2012) (approving reminder); Gee v. Suntrust Mortg., Inc., C.A. No. C-10-1509-RS. 2011 WL 722111, at *4 (N.D. Cal. Feb. 18, 2011) (approving reminder notice to be sent forty-five days after initial notice sent).

IV. CONCLUSION

Plaintiff has amply shown that notice should be issued under the lenient standard of 29 U.S.C. §216(b). Accordingly, Plaintiff respectfully requests that the Court order that notice be issued, in the form attached here as Exhibits J and K, to all individuals who, at any time in the last three years, have been employed as GMs at Speedway Level 1 through 5 store locations.

Dated: September 3, 2019

Respectfully Submitted,

JOSEPH DaROSA,
on behalf of a himself and all others
similarly situated

By his attorneys,

/s/ Harold Lichten
Harold Lichten (BBO# 549689)
Michelle Cassorla (BBO# 688429)
Lichten & Liss-Riordan, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
hlichten@llrlaw.com
mcassorla@llrlaw.com

Peter Winebrake*
R. Andrew Santillo*
Mark J. Gottesfeld*
Winebrake & Santillo, LLC
715 Twining Road, Suite 211
Dresher, PA 19025
Phone: (215) 884-2491

Attorneys for Plaintiff Joseph DaRosa

*Admitted *Pro Hac Vice*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served by electronic filing on September 3, 2019, on all counsel of record.

/s/ Harold Lichten
Harold Lichten, Esq.

EXHIBIT A

Code of Business Conduct

Commitment to Integrity



Language in our Code

To make the Code of Business Conduct easier to read, we use “Company” to refer to Speedway LLC, and “we” and “our” as shorthand for our employees who make the Company a leader in integrity.

Speedway LLC is a subsidiary of Marathon Petroleum Corporation.

References to the Company’s Board of Directors or Audit Committee are references to the Marathon Petroleum Corporation Board of Directors or Audit Committee.

The official version of the Code of Conduct is available online. If you are reading a printed copy of this document, please verify that it is the current version. Individuals subject to the Code of Conduct are responsible for adhering to the current version.

Letter from Our President


To all employees and stakeholders:

At Speedway, our vision to be the Customer's First Choice for Value and Convenience drives us to continually adapt to our customers' changing needs. Although our history has been characterized by change, our commitment to integrity has remained constant. The values of trust, respect, dignity and honesty guided us long ago, and they continue to guide us today.

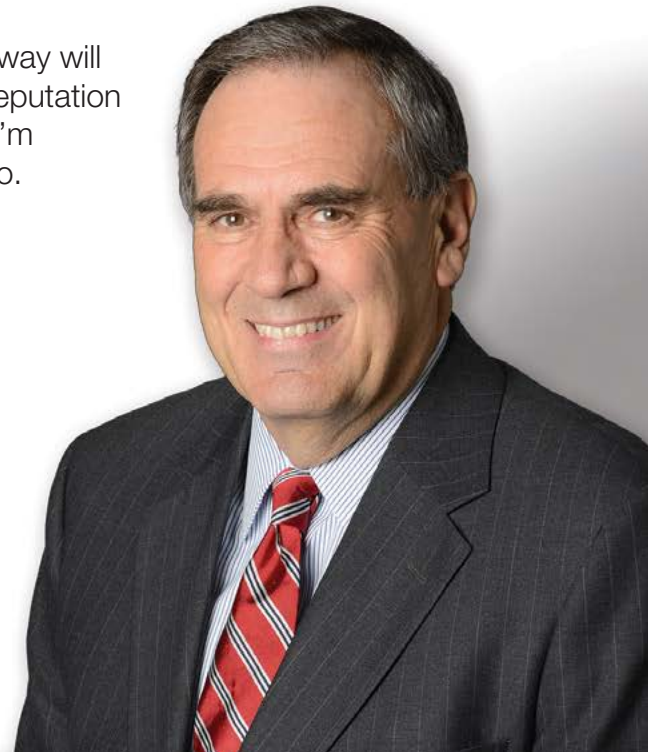
Our Code of Business Conduct is important, and it applies to everyone who represents the Speedway name. A reputation for integrity is one of the most important assets that we – as individuals and as a company – can possess. Speedway's good reputation has been created by good people like you, but it can be ruined by a single unethical or thoughtless act. That's why it's vital that each and every one of us makes a personal commitment to uphold our Code.

Our Code of Business Conduct provides guidance for many situations. When it does not, your good judgment should be guided by the principle of always doing the right thing for the right reason. If you find yourself in a conflicting situation, I encourage you to bring up issues with your supervisor, manager or other appropriate personnel identified in our Code. The Integrity Helpline (855-857-5700; www.SpeedwayIntegrity.com) is available any time to ask questions and to raise concerns, and you can access the Integrity Helpline anonymously. Open and honest communication from the beginning will prevent problems later.

With your commitment to upholding our Code, Speedway will continue to be a leader to our industry and others. A reputation for integrity has helped us compete successfully, and I'm confident that, with your help, we will continue to do so.



Tony Kenney
President
Speedway LLC



Letter from the Chief Compliance Officer

We know you take MPC's ethical responsibilities seriously. The Code of Business Conduct represents MPC's commitment to always operate with integrity, regardless of the pressures we may encounter to do otherwise. It is your first source for guidance.

In the Code, you will find references to the various stakeholders to whom we hold ourselves accountable, as well as specific actions we should take – and some we should avoid – to ensure we are adhering to the highest ethical standards.

Although the Code covers the topics most relevant to our day-to-day work, no single document can provide guidance on every situation, so please don't hesitate to take advantage of the other available resources. You can contact your supervisor, manager or other appropriate personnel identified in our Code to discuss integrity or compliance issues. Our Integrity Helpline (855-857-5700; www.SpeedwayIntegrity.com) is available any time to ask questions and to raise concerns, and you can access the Integrity Helpline anonymously.

At MPC, we are proud of our reputation for integrity, and we protect it. When concerns are brought to our attention, we investigate them and take appropriate action. Just as important, we will not tolerate retaliation against anyone who reports an integrity or compliance issue in good faith.

We work in a highly competitive, heavily regulated and multifaceted business. Part of our culture is to outwork our competition.
But we will always do so with integrity.

Thank you for your commitment to maintaining MPC's reputation.



A handwritten signature in black ink that reads "J Michael Wilder". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J. Michael Wilder
Chief Compliance Officer
Marathon Petroleum Corporation

Our Core Values

MPC is in the business of creating value for our shareholders through the quality products and services we provide for our customers. We strongly believe how we conduct our business is just as integral to our bottom line. As a result, we strive to always act responsibly with those who work for us, with those business partners who work with us, and in every community where we operate.

Health and Safety

We have the highest regard for the health and safety of our employees, contractors and neighboring communities.

Environmental Stewardship

We are committed to minimizing our environmental impact and continually look for ways to reduce our footprint.

Integrity

We uphold the highest standards of business ethics and integrity, enforcing strict principles of corporate governance. We strive for transparency in all of our operations.

Corporate Citizenship

We work to make a positive difference in the communities where we have the privilege to operate.

Inclusive Culture

We value diversity and strive to provide our employees with a collaborative, supportive, and inclusive work environment where they can maximize their full potential for personal and business success.



Table of Contents

Letter from Our President	1
Letter from the Chief Compliance Officer	2
Our Core Values	3
Accountability and Responsibility	5
Our Commitment	5
Policies and Guidelines	5
The Letter and Spirit	5
Compliance with Laws	5
Our Values	5
Who Must Follow Our Code	5
Management's Commitment and Responsibilities	6
Corporate Governance and Internal Controls	6
Accountability and Responsibility	7
A Responsibility to Ourselves	7
Integrity Decision Model	8
Responsibility to One Another	9
Dignity, Respect and Fairness	9
Diversity	9
Discrimination	9
Workplace Harassment and Violence	9
Safety and Health	9
Alcohol/Substance Abuse	9
Responsibility to the Public	10
Customers	10
Environment	10
Communities	11
External Communications	11
Responsibility to Shareholders	12
Protecting Company Assets	12
Use of Company Information Systems	12
Social Media	12
Protecting Our Good Name	12
Business Records and Communications	13
Confidential Information	13
Inside Information	14
Conflicts of Interest and Corporate Opportunities	14
Meals, Gifts and Entertainment	15
Travel	16
Responsibility to our Business Partners	17
External Business Practices	17
Marketing Practices	17
Purchasing Practices	17
Responsibility to Governments and the Law	18
Antitrust and Fair Competition	18
Anti-bribery and Anti-corruption Laws	18
Anti-money Laundering	19
Political Activities	19
Getting Help	20
Asking Questions	20
Reporting Non-compliance	20
Integrity Helpline	20
Retaliation is Never Acceptable	21
Waivers and Exceptions	21

Accountability and Responsibility

We will make accountability and responsibility for ethical conduct a strategic business commitment.

Our Commitment

The purpose of our Code of Business Conduct (Code) is to set forth our commitment to high ethical standards and to reinforce prompt actions to maintain those standards.

Policies and Guidelines

Our Code addresses many business conduct issues. Additional information about our policies and guidelines may be accessed through the Company's internal website.

The Letter and Spirit

Legal standards of conduct act as our minimum acceptable level of conduct. We must obey the law, but we strive for a higher standard. Where the letter of the Code is not specific, the spirit must prevail.

Compliance with Laws

Our Code cannot incorporate every law or rule that applies to our business. While this Code is framed by our experience with U.S. law, the principle of doing the right thing and following applicable law applies to every location where we do business. We must seek advice and counsel when we are uncertain about our choices of action.

Our Values

A single document cannot list and explain every question or business practice. Remember the words found throughout our Code: *trust, respect, dignity and honesty*. These values form the foundation for good decision making.

Who Must Follow Our Code

Our Code applies to every employee at all levels of Marathon Petroleum Corporation and all majority-owned and controlled subsidiaries, including Speedway LLC.

Business partners, including suppliers, consultants and contract workers, have an impact on our reputation. For this reason, we work with business partners that share our commitment to quality, safety, ethics and compliance, and we expect them and their employees to act in a way that is consistent with our Code. We must take the appropriate measures where we believe they have not met our high standards or their contractual obligations.

Questions? Concerns?

Talk to your management or contact the Integrity Helpline at **855-857-5700** or

www.SpeedwayIntegrity.com

Accountability and Responsibility



Management's Commitment and Responsibilities

The Company is committed to living up to high standards of ethical behavior. To oversee the Company's ethics and compliance efforts, the Company has designated a senior executive officer as the Chief Compliance Officer and has established the Business Integrity Committee, comprised of several members of senior management, to enhance the Company's business integrity efforts. The Company also has established Business Integrity and Compliance, which is responsible for implementing the Code of Business Conduct through training, communication and administration of the Integrity Helpline.

Corporate Governance and Internal Controls

Effective corporate governance begins with a strong Board of Directors, able to make independent decisions on behalf of all our stakeholders. We have an independent outside auditor, as well as a system of internal controls and reporting mechanisms, to protect the assets and operations of the Company and to provide management and the Board with accurate, honest and timely information.

Employees must live up to the letter and spirit of our system of internal controls, and cooperate fully with any audit or internal investigation.

Questions? Concerns?

Talk to your management or contact the Integrity Helpline at **855-857-5700** or

www.SpeedwayIntegrity.com

Trust

Respect

6

Dignity

Honesty

Accountability and Responsibility

Accountability and Responsibility

We make many decisions every day at all levels of the organization. This is how we move forward and accomplish our business goals. We, as individuals, are accountable for making sound decisions and for the outcomes those decisions produce. Our Code provides guidance for our decisions.

Our fellow employees look to us for leadership and to see if we take responsibility for our own actions. Each of us must act as a leader by taking responsibility for everything we do.

Each of us is responsible to:

- Create and sustain, in both actions and words, a work environment in which fellow employees, consultants and contract workers know that ethical and legal behavior is required of them.
- Be diligent in looking for indications that unethical or illegal conduct has occurred.
- Seek guidance from the Company-provided resources.
- Take appropriate action to address any situation that is in conflict with the law or the Code.

Violators of the Code are subject to prompt and appropriate discipline, up to and including dismissal from the Company and prosecution under the law.

A Responsibility to Ourselves

We believe honesty and integrity benefit the individual, as well as the Company.

Each of us wants to be known as a person of integrity. When we lose that reputation—with others or ourselves—it is painful. It can hurt our careers, our health and our relationships. If we engage in unethical or illegal conduct, we may have personal legal liability or responsibility for any resulting damages or violations of law.

Probably the worst thing to do is to cover up a problem. Attempts to conceal even a minor violation by altering or destroying Company records can result in civil and criminal penalties that may be worse than the penalty for the original offense.

The Company reinforces a positive work environment where doing the right thing is the easy thing to do.

Question

Sometimes, it seems like safety takes a back seat to productivity, and I'm concerned for the safety of myself and others. What should I do?

Answer

We are committed to putting safety and health first. We all share the responsibility for safety and the responsibility to speak up without any fear of retaliation, even when it's not popular. Discuss your perceptions with a supervisor or contact the Integrity Helpline or any of the resources listed in the Getting Help section.

Accountability and Responsibility

Integrity Decision Model

Ethical and legal dilemmas are not hypothetical questions. The world is getting smaller, and communications are almost instantaneous. What we do today can be known immediately around the world. Always act in a way that you would be proud of your actions. If the best course of action isn't clear, talk to your supervisor or manager, contact the Integrity Helpline at 855-857-5700, visit www.SpeedwayIntegrity.com or www.MPCIntegrity.com, or contact the resources listed in the Getting Help section of this Code. When in doubt, ask for help.



Resources for Guidance

- Your supervisor or manager
- Another supervisor or member of management
- A Human Resources consultant
- A representative in Law or Internal Audit
- A Business Integrity and Compliance representative
- The Integrity Helpline (855-857-5700; www.SpeedwayIntegrity.com or www.MPCIntegrity.com)

Responsibility to One Another

We will treat all employees with dignity, respect and fairness.

Dignity, Respect and Fairness

You and your ideas create value and success for the Company. We must value and respect the unique character and contribution of each employee. Treating each other with dignity, respect and fairness is the foundation of good business conduct. The Company respects the human, cultural and legal rights of individuals and communities and promotes, within its sphere of influence and legitimate business role, the goals and principles of the United Nations Universal Declaration of Human Rights.

Diversity

We promote diversity within our workforce. Diversity of people and ideas provide the Company with a business advantage. We believe diverse companies compete more successfully in today's world economy. You and your ideas create value and success for the Company. We value and respect the unique character and contribution of each employee. We respect the ideas of others and respect their courage to express those ideas. We will win as a team, but always understand the importance of each team member.

Discrimination

Discriminating against any employee or person with whom we do business on the basis of age, race, color, religion, sex, disability, national origin, ethnic group, sexual orientation, covered veteran or other legally protected status is not permitted.

Workplace Harassment and Violence

Harassment and violence in the workplace are strictly prohibited and will not be tolerated. Conduct that creates an unwelcome or uncomfortable situation or hostile work environment, such as unwelcome advances or requests for sexual favors, inappropriate comments, jokes, intimidation, bullying or physical contact, may be forms of workplace harassment. Employees should never act in ways or use words that might be interpreted by another as harassment or a threat of violence.

Safety and Health

We are committed to providing a safe and healthy workplace. Each of us is responsible for observing all of the safety and health rules that apply to our jobs.

- Each of us is responsible for taking precautions to protect ourselves, fellow employees, visitors and others from accidents, injuries or unsafe conditions.
- Each of us must promptly report unsafe or unhealthy conditions and take steps to correct those conditions immediately.
- To help ensure a safe work environment, the Company prohibits weapons on its premises.

Alcohol/Substance Abuse

We are committed to a workplace free of substance abuse. We jeopardize ourselves and each other if we report to work impaired by the influence of alcohol or drugs, including some over-the-counter and prescription medications. The use, possession or distribution of unauthorized drugs or alcohol on Company time or on Company premises is prohibited. Employees are encouraged to seek treatment for alcohol and substance abuse problems.

Question

Sometimes I feel like my supervisor is making fun of me. It isn't sexual or violent, but it is very uncomfortable. What can I do?

Answer

Our values and treatment of employees are based on respect and dignity of every employee. Discuss the situation with your supervisor, or if you don't feel comfortable doing so, speak with his or her supervisor or contact the Integrity Helpline or any of the resources listed in the Getting Help section.

Responsibility to the Public

Question

Recently, there was a small spill that was taken care of quickly, but nobody notified management. No one wants the paperwork, the aggravation or the possible expense of a government fine. What's the Company stance on this?

Answer

We all are responsible for obeying the law and being good environmental citizens. We will accurately and honestly report any problems in addition to promptly and effectively cleaning up a spill. Any event that threatens the environment or our reputation must be reported to management, who can help determine if additional reporting is necessary.

We will take responsibility for our actions.

Customers

Each of us has important responsibilities to our customers. While some of us are closer to customers than others, we all should think in terms of how our customers might feel about how we conduct business, and we should act accordingly.

Customers depend on us to be true to our word. Nothing undermines our reputation faster than misrepresenting ourselves, or engaging in manipulation, concealment, abuse of privileged information or any other unfair dealing practice.

Simply put, those who do business with us deserve honest, accurate and clear communication. They also deserve and need to know that we keep our promises. Equally, customers and suppliers need to be aware of our standards regarding ethics and business integrity, and we should encourage them to help us uphold such standards.

Environment

Protecting the environment is one of our core principles.

- Reduce and prevent waste, emissions and releases in all of our operations.
- Safely use, handle, transport and dispose of all raw materials, products and wastes.
- Help others that we work with to understand their environmental responsibilities.
- Strive for continuous improvement of our environmental performance, in partnership with government agencies, contractors and communities.

Our environmental commitment is a responsibility shared by everyone. No one can assume it is the job of someone else.

Responsibility to the Public

Communities

We are privileged to do business in many communities. As citizens of those communities, we must always act responsibly. This means conducting our operations safely and being prepared for emergencies that may occur. We give back to our communities by actively supporting and participating in hundreds of civic and charitable causes.

External Communications

Communications to those outside our Company require a unique understanding of policy, legal and media issues. To ensure professional handling, refer media and general public requests for information to Public Affairs and legal requests to Law.

"Honesty and integrity are very important in dealing with our customers. This was demonstrated by two store employees while waiting on customers. One employee suddenly noticed an envelope full of money on top of the counter. It was \$1,060! Management was notified, and the money was immediately secured in a safe. Determined to find the owner, the video tape was reviewed to identify the customer who had left the money. After claiming his money, the customer later showed his thanks to the two employees with gift certificates for dinner at a nice restaurant. It is this type of behavior that makes everyone proud to work at Speedway and sets the example of elite customer service."

**A Speedway
Human Resources Representative**



Responsibility to Shareholders

Question

My Company-issued smartphone is my only mobile device. If I download a non-business app using my personal ID or personal email account, that's okay, right?

Answer

Yes. While Company-issued devices are intended to be used for business purposes, occasional and brief personal use is permitted within reasonable limits. However, inappropriate apps (for example, apps that contain sexually-explicit or gambling content) are never appropriate! Also, you should have no expectation of personal privacy or confidentiality regarding your Company-issued smartphone. Any content stored on your device is Company property and should adhere to Company policies for what is and is not appropriate.

Question

Sometimes when I'm online in a public forum, I'll notice others posting incorrect information about the Company. Is it okay for me to correct it with my own post?

Answer

No, it is not your responsibility to respond to incorrect posts online. Team members in Public Affairs monitor what's being said about the Company online, but you are encouraged to let someone from their team know when you find erroneous information. No unauthorized employee may post information on behalf of the Company.

We will respect and protect the interests of those who invest in our future.

Protecting Company Assets

We are each entrusted with Company assets, and honoring that trust is a basic responsibility to each other and to our Company. We must protect Company assets from loss, damage, misuse or theft. This includes our time when compensated by the Company. Use of our Company assets for purposes other than Company business requires prior authorization by appropriate levels of management.

Use of Company Information Systems

Our information systems include computers and mobile devices, phones, email, Internet and network access, software and applications and electronic storage devices. These systems and devices are intended to be used only for business purposes consistent with all Company policies.

Any information created or stored on Company information systems is Company property, and users should have no expectation of personal privacy or confidentiality with respect to that information.

Social Media

Before you post on any social media site or online forum, think carefully. Here are some guidelines for interacting online:

- Unless you are authorized to speak on behalf of the Company, always state that your views are your own.
- Never comment on confidential or non-public Company information.
- Don't send emails or post confidential information or material that could be perceived as damaging to the Company's or your colleagues' reputations.
- Be smart, safe and respectful. Never post content that may be viewed as malicious, obscene, harassing, defamatory or discriminatory.

Protecting Our Good Name

It takes each of us—one person at a time and one action at a time—to protect our name and our reputation. Part of protecting our name and reputation is living up to the standards found in this Code. We must be careful to only use our Company name and logo for authorized Company business and never in connection with personal activities or personal communication.

Responsibility to Shareholders

Business Records and Communications

When we create or maintain reports, records and communications, we are responsible for the integrity of those records.

- We must not make false or misleading entries in Company books or records. All financial reports, sales reports, expense reports, time sheets, production records and other similar documents must be accurate.
- If you are uncertain of the validity of an entry or report, raise your concern to the best source for correcting it. Never allow yourself to be part of a chain of incorrect information.
- Whenever you write a memo, leave a voice mail or send an email, you create a record. These records are not private. Communicate in a way that you would be comfortable if you read what you said or wrote later in a newspaper or court of law.
- Dispose of documents in accordance with our records retention policy. Never destroy or alter any documents or records in response to any investigation, anticipated investigation or lawful request.

Confidential Information

Protecting confidential information, one of our most valuable assets, is part of our obligation to our Company. Confidential information includes proprietary technical information, business plans, status of operations and equipment, detailed financial data and all other non-public business information that would be of use to competitors or harmful to the Company if made public.

- We must not disclose confidential information to anyone outside the Company in a manner that could benefit our competitors or harm the Company unless disclosure is authorized or legally mandated. In many instances, we require written confidentiality agreements with the party to whom we will disclose such information.
- If you have questions about the confidentiality of information or the need for a confidentiality agreement, seek advice from Law.
- Avoid discussion of confidential information in public places and with individuals who have no need to have the information.
- Protect our information by appropriate use of reasonable security measures.

Protecting the confidential information of our employees and customers is of the greatest importance.

- Personal employee information (including Personally Identifiable Information, like social security numbers and bank account numbers) should be limited to Company personnel who have appropriate authorization and a need to know such information.
- Our customers place their trust in us. We must protect their confidential information.

Anyone who handles confidential information of our employees and customers must take great care to preserve such confidentiality. Our responsibility to preserve confidential information continues even after our employment with the Company ends. Additionally, we should never try to persuade others to violate obligations of confidentiality they might have.

Question

It seems like news reporters know more about a recent incident at the Company than employees. It's almost as if someone in the Company shared the information. Is that appropriate?

Answer

Our ethics policy cautions employees to be sensitive to the danger of releasing proprietary – and potentially damaging – information to the media. Even a casual conversation with a reporter could result in sensitive information being unintentionally shared. The Public Affairs team is explicitly charged with handling media inquiries. This policy protects our reputation and helps the Company's competitive position.

Responsibility to Shareholders

Question

I often know about the financial results of the Company before most other people inside the Company. If we beat forecasts, this seems like the perfect time to buy our stock, right?

Answer

Wrong. If your information has not yet been shared with the public, and it is important enough that investors might change their perceptions of the Company, then you can't buy or sell. In a sensitive position such as yours, it's wise to check with Law to determine a safe window for investment actions.

Inside Information

Stocks and other securities are publicly traded, and their market prices are based on public knowledge of our Company. Investors could gain an unfair advantage through material, non-public information that might affect their decisions to buy or sell securities.

Trading on, or "tipping" others about material, non-public information about the Company or the companies with whom we do business, could result in serious civil and criminal penalties for individuals and the Company. Insider trading is unethical and illegal and must be dealt with decisively. Always seek advice from Law if you are unsure about the legality of a transaction.

Conflicts of Interest and Corporate Opportunities

Business decisions and actions on behalf of our Company must never be influenced by personal considerations or personal relationships.

- We must never use Company property, information or our position to create personal or family benefit. A conflict of interest may exist when family members or personal friends are involved in business relationships with us, either inside or outside the Company, or when we or a family member or personal friend have a direct or indirect personal or financial interest in any business issue that is under consideration.
- A conflict also may exist when an outside interest interferes with our ability to do our jobs. We should never become involved in a business that competes with the Company.
- A business opportunity you learn about because of your job belongs to the Company. Never take for yourself, or direct to any family member or friend, opportunities that are discovered on the job. For example, you should not attempt to acquire an interest in property or other assets in which our Company might reasonably be expected to have an interest, without first offering the opportunity to the Company.

You must promptly disclose all potential conflicts of interest, including those where even the appearance of a conflict of interest may exist, to your supervisor, or Business Integrity and Compliance, or one of the other resources listed in the Getting Help section. The Company also periodically requires designated employees to certify, with any disclosures noted, that they are not involved in any potential conflict situations. Disclosure and discussion are the best ways to protect against and deal with potential conflicts of interest.

Responsibility to Shareholders

Meals, Gifts and Entertainment

The exchange of meals, gifts and entertainment is a common practice in business and can help us build better relationships with customers, vendors and other business allies. Although local and industry customs about gifts and entertainment vary, one principle is clear: you should not accept any gift, favor or entertainment if doing so will obligate, appear to obligate or is intended to obligate or unduly influence your behavior or decision making. Think about what others, including other employees, might think about your actions and what kind of example you would be setting.

Whether a gift or entertainment is appropriate to give or receive as a Company employee depends on many factors:

- If the meal, gift or entertainment in question is lavish or frequent, or unusual for the receiver's job or community, it is probably not acceptable.
- If you're in the middle of negotiations or bid evaluations, extra care is merited before accepting any gift or entertainment.
- Never request or solicit personal gifts, favors, entertainment or services.
- Never offer or accept gifts or loans of cash or securities.

Accepting gifts worth more than \$100 and entertainment worth more than \$200 requires the approval of both your direct supervisor and organizational vice president using the [Gift and Entertainment Approval Form](#)

These types of gifts are not prohibited, but you should proceed with caution and always seek pre-approval from your supervisor:

- Air transportation
- Lodging
- Lodging at a reduced rate
- Loans of property

As a general rule of thumb, entertainment valued at less than \$200 should not require you to travel by air or stay overnight. For entertainment valued at more than \$200, travel by air or overnight stay may be permitted with supervisor approval; air transportation and lodging generally should not be paid for by a vendor.

To view the Meals, Gifts and Entertainment policy and guidelines, [please click here](#).

Question

Several vendors are competing for the Company's business, and we'll make our decision next week. One of the vendors invited me to dinner and a ball game this weekend. Is it okay to go?

Answer

If the Company is currently in negotiations with a vendor, it does not automatically mean that all offers of meals, gifts or entertainment need to be rejected. The employee and supervisor should be ultra-sensitive in these situations; however, the perception of others may be that the offer represents a conflict of interest or a form of undue influence.

Responsibility to Shareholders



Never accept cash



Gift > \$100 requires supervisor's approval



Entertainment > \$200 requires supervisor's approval

These types of gifts always are prohibited:

- A gift or loan of cash or securities
- A gift or entertainment of an unlawful, lewd or offensive nature
- A gift or entertainment based on the quantity or volume of merchandise or services purchased or acquired by the Company
- A gift or entertainment offered in return for a specific decision or outcome, or offered with the expectation that it will unduly influence any decision you might make on behalf of the Company
- Free or discounted personal services

More detailed information, including tax reporting obligations, can be found in the Company's Meals, Gifts and Entertainment Policy and in the Guidelines for Meals, Gifts and Entertainment.

Ultimately, the Company relies on its employee to make business judgments based on the Company's best interests. When in doubt, talk to your supervisor or contact the Integrity Helpline.

Travel

Business travel requires each of us to know and follow current travel and business expense reporting policies of the Company. Free transportation from vendors, suppliers, customers or those who wish to be vendors, suppliers or customers generally requires prior approval by an employee's supervisor.

Because of the many factors involved, every scenario cannot be covered in this Code. When in doubt, seek the guidance of your supervisor, or contact the Integrity Helpline or any of the resources listed in the Getting Help section.

Responsibility to Our Business Partners

We see our business partners as equals in the quest for high business conduct standards.

External Business Practices

We must deal honestly with our suppliers and contractors. We believe in doing business with those who embrace and demonstrate high standards of business conduct. We will not look favorably on suppliers that have a history of violating the law, including environmental, safety and employment laws. We will only make realistic agreements and commitments to each other, and we will comply with those agreements and commitments and expect our suppliers and contractors to do the same.

External business partners that knowingly seek to have Company employees violate our Code will be subject to appropriate sanctions, including the possible cancellation of all current and future contracts.

Marketing Practices

We will compete for business aggressively and honestly. We will not misrepresent our products, services or prices. We will not make false or misleading claims about our products or services, nor will we do so about the products and services of our competitors.

Purchasing Practices

Employees must base all purchasing decisions on the value realized by our Company and alignment with our business standards and goals. Important considerations in purchasing decisions include competitive bidding, partnering arrangements, incentive-based contracts, quality verification, confirming the legal and financial condition of the potential supplier, and avoiding personal conflicts of interest such as dealing with family members or friends. We must properly document any purchasing arrangement or agreement.



Responsibility to Governments and the Law

Question

I am in negotiations on a fairly lucrative contract, and I am negotiating directly with an official for a foreign government who requested that I transfer \$25,000 into his personal account to “seal the deal.” He assured me that such payments are an accepted business practice in his nation. May I do so?

Answer

No. Doing so could subject you and the Company to severe criminal penalties. The U.S. Foreign Corrupt Practices Act (FCPA) makes it a crime for U.S. companies or their officers, employees, agents or other representatives to pay or provide, offer or promise to pay or provide, or authorize any other person to pay or provide anything of value to a foreign government official in order to assist in obtaining or retaining business. The payment would have all indications of being a bribe. The fact that such payments may be commonplace or an accepted business practice in some countries is not a defense under the FCPA.

We will comply with legal and regulatory standards.

Antitrust and Fair Competition

Antitrust and fair competition laws generally prohibit agreements that tend to restrict competition (such as agreements between competitors as to their pricing, bidding, production, supply and customer practices), as well as a variety of unfair conduct that may tend to create a monopoly. We will compete vigorously but we must comply with all applicable antitrust and fair competition laws.

Because antitrust and fair competition laws are far reaching and often complicated, employees must seek legal advice before taking any action that might be questioned under such laws.

Anti-bribery and Anti-corruption Laws

Anti-bribery and anti-corruption laws generally forbid bribes to government officials or their representatives. While the U.S., like nearly all nations, outlaws bribing its own government officials, the U.S. Foreign Corrupt Practices Act or “FCPA” also makes it a crime to bribe “foreign governmental officials.” A bribe is broadly defined to include promising, offering or delivering to any foreign or domestic government employee or official any gift, favor or other gratuity to influence the foreign official to act in violation of his or her lawful duty, or to secure an improper advantage in obtaining or retaining business for any person. “Foreign government official” is also broadly defined under the FCPA, and includes employees of foreign government-owned business, such as national oil companies. In recent years, many countries have passed similar legislation. You must consult with Law as soon as possible if you are concerned that there might be a potential violation of applicable anti-bribery or anti-corruption laws, including the FCPA.

The FCPA also requires the Company to keep books, records and accounts which, in reasonable detail, accurately and fairly reflect its foreign and domestic transactions. Consult with the Controller’s Organization or Internal Audit as soon as possible if you are concerned that the Company’s books, records and accounts do not accurately reflect the Company’s transactions.

The Company requires comprehensive FCPA and anti-corruption compliance training for all employees whose job responsibilities give rise to FCPA and anti-corruption compliance issues.

Responsibility to Governments and the Law

Anti-money Laundering

Money laundering is the process of hiding illegal funds or making them look as though they are legitimate. It also covers the use of legitimate funds to support crime or terrorism. We do not condone any business activity that involves money laundering or the use of illegal funds.

Political Activities

We respect the right of each of our employees to participate in the political process and to engage in political activities of his or her choosing. When engaged in personal civic and political affairs, employees must at all times make clear that their views and actions are their own, and not those of the Company. Employees may not use Company resources to support their choice of political parties, causes or candidates.

Many governments have laws prohibiting or regulating corporate contributions to political parties, campaigns or candidates in the form of cash or the use of Company facilities, aircraft, automobiles, computers, mail services or personnel. Certain contributions may be prohibited by Company Policy, even if otherwise permitted by the applicable law. Any proposed corporate contribution must be arranged through Government Affairs.

Lobbying activity on behalf of the Company is highly regulated by law. Employees who communicate with government officials and employees on issues that affect our Company must contact Law or Government Affairs to ensure that such activities fully comply with the law and that our Company's lobbying efforts are coordinated.

Question

I will be meeting with an employee of a federal agency in Washington, D.C. I plan on taking her to lunch and picking up the check for both of us. Is that a problem?

Answer

Potentially, yes. U.S. law prohibits paying or providing anything of value to a government official or public employee in exchange for, as compensation for, or in acknowledgment of an action that he or she had a duty to perform.

In addition, many government bodies and agencies have adopted ethical codes and specific gift rules that limit the type and amount of meals, gifts and entertainment that government officials or public employees may accept from private persons.

Before offering any meal, gift or entertainment to a federal, state or local government official or public employee, employees must consult with Government Affairs to ensure that offering such meal, gift or entertainment is appropriate and that the government official or public employee can ethically and legally accept it.

Getting Help

Question

If I call the Integrity Helpline, how do I know that I will be taken seriously and my anonymity will be respected?

Answer

The professionals who answer your call take all reports of misconduct seriously and understand the importance of maintaining confidentiality. All issues received through the Integrity Helpline are carefully investigated; please provide as much information as possible for the most effective investigation.

We have a process that supports employees in their search for always doing the right things for the right reasons.

Asking Questions

If you have questions about policies, practices or our Code, talk to your immediate supervisor or manager. If you are uncomfortable speaking with your immediate supervisor, please talk to another member of management or Business Integrity and Compliance. Don't put it off. Time may be of the essence in avoiding a bigger problem.

Reporting Non-compliance

If you suspect or have knowledge of illegal or unethical conduct related in any way to the Company, you must report it to your supervisor, your supervisor's manager, Internal Audit, Law, Human Resources or the Integrity Helpline.

Don't attempt to investigate on your own. Ask for help from any of the functional departments listed above. It is important that you speak with someone; it is of less importance with whom you choose to speak. Be confident that we will stand behind our Code of Business Conduct and stand behind those who raise issues in good faith.

Integrity Helpline

The Integrity Helpline is an additional resource for advice or discussion on workplace behavior and ethics. The Integrity Helpline enables employees, vendors, contractors and customers to report unethical or illegal acts, or suspicions of unethical or illegal acts.

Integrity Helpline Contact Information: 855-857-5700, www.SpeedwayIntegrity.com or www.MPCIntegrity.com (Callers may contact these resources anonymously. Caller ID is disabled.)

The Company will treat the employee's identity and the alleged illegal or unethical conduct as confidential information and will disclose the identity of such source only as necessary to comply with legal requirements and investigate the reported conduct. Those informed of the employee's identity shall be made aware of the need for confidentiality.

If you contact the Integrity Helpline, you will be provided a case number to use in identifying your inquiry. The group of professionals who answer your call will work with you to get the information the Company needs to address your concern.

Questions? Concerns?

Talk to your management or contact the Integrity Helpline at **855-857-5700** or www.SpeedwayIntegrity.com

Getting Help

Business Integrity and Compliance coordinates the resolution of all allegations. This may include the involvement of Internal Audit, Law, Human Resources and departmental management as necessary.

If an employee becomes aware of any issue concerning the financial integrity of the Company, including questionable accounting or auditing matters, he or she must bring it to the attention of management or Business Integrity and Compliance. If requested by the employee, Business Integrity and Compliance will arrange for the confidential, anonymous submission to the Audit Committee of concerns regarding questionable accounting or auditing matters, consistent with applicable law.

Retaliation is Never Acceptable

The Company will not allow retaliation against any individual who reports in good faith concerns about compliance with the law, compliance with this Code or other ethical concerns. We consider acts of retaliation to be misconduct and a violation of this Code. Retaliation can take many forms, such as threats, intimidation, exclusion and discipline that is otherwise unwarranted.

If you think that you or someone you know has experienced retaliation, contact any of the resources listed in this section of the Code.

Waivers and Exceptions

Any waiver of the provisions of this Code requires the personal review and approval of the President and CEO of the Company. Any waiver of the provisions of this Code for the benefit of senior financial officers, executive officers or members of the Board of the Company requires the personal review and approval of the Audit Committee or Board of Directors and must be promptly disclosed to shareholders. Waivers may be granted only as permitted by law and in extraordinary circumstances.

Question

Since I notified my supervisor about my safety concerns, I feel like I'm getting the cold shoulder. It's nothing terrible, but it's pretty obvious that my supervisor isn't happy about me voicing my concerns. Is there anything I can do?

Answer

Retaliation is never okay, and it can take many forms: threats, intimidation, discipline and exclusion. Being given "the cold shoulder" is a form of retaliation and is not acceptable. Contact your supervisor's manager or the Integrity Helpline to discuss the situation.



EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH DaROSA, on behalf of himself and
similarly situated employees,

Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

1:19-CV-10791-RGS

DECLARATION OF APRIL DISHNO

I, April Dishno, declare, subject to penalty of perjury, that the following information is true and correct to the best of my personal knowledge, information, and belief:

1. I was employed as a General Manager at a Speedway convenience store located in Terre Haute, Indiana from approximately July 2014 until January 2015.

2. I was also employed as a General Manager at a Speedway convenience store located in Indianapolis, IN from approximately January 2015 until July 2015.

3. I was also employed as a General Manager at a Speedway convenience store located in Elizabethtown, KY from approximately October 2017 and October 2018.

4. In order to become a General Manager, I was first hired as a Co-Manager Trainee, and trained at the Speedway convenience store located in Terre Haute, Indiana for approximately six weeks. After that, I was the General Manager at this store and, later, transferred to the Indianapolis, IN, where I maintained my General Manager title and my training carried over and my job duties remained consistent.

5. Throughout my employment as a General Manager, I was paid a salary of approximately \$40,000-\$44,500. At one point during my tenure, Speedway uniformly raised the salary of General Managers so that all employees working in the General Manager position earned the same

salary. Otherwise, raises were typically determined on yearly merit basis according to Speedway policy.

6. As a General Manager, I estimate that I usually worked between 55 and 65 hours per week, but sometimes as much as 70 hours.

7. I did not receive any extra overtime pay for working over 40 hours per week. It was widely understood that salaried General Managers such as myself were considered ineligible for overtime pay.

8. As a General Manager, I spent almost all of my time in the store performing non-managerial tasks. This has been true at all three stores where I have worked as a General Manager. My non-managerial work at all three stores has included, among other things: unloading trucks, stocking shelves, stocking the coolers, running the cash register and waiting on customers, making coffee, cleaning the store and bathrooms, and taking out the trash.

9. All of my assigned stores were very lightly staffed. I usually worked either alone or with only one other store employee. I estimate that I worked either alone or with only one other store employee during over 75% of my total work hours.

10. I was also employed by Speedway as a Recruiter from approximately July 2016 until October 2017. In this position, I not only recruited individuals to be trained for the General Manager position but also had the opportunity to personally observe General Managers at probably over a hundred different stores in the Louisville, KY, Lexington, KY, and Nashville, TN area. Based on these observations, I can say that all General Managers spent the vast majority of their time performing non-managerial job duties. Speedway provides standardized training to all individuals becoming a General Manager and this training is often referred to as the "Speedway mentality." A General Manager trained at one store can work at any Speedway store. Also, Speedway has one General Manager job description which applies to all stores. I believe that the majority of individuals that I recruited to be

trained as General Managers did not have any traditional managerial experience, as prior managerial experience was not a requirement.

11. Because of my employment as a General Manager and a Recruiter for Speedway, I have personal knowledge of the way that Speedway operates its convenience stores.

12. Speedway categorizes each of its convenience stores as either a Level 1, Level 2, Level 3, Level 4, Level 5, or Level 6.

13. These categorizations are based on the volume of sales within the stores. Level 1 stores have the lowest volume of sales while Level 6 have the highest volume of sales.

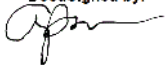
14. Level 6 stores are the largest convenience stores operated by Speedway and have franchise restaurants located within them.

15. Because Level 6 convenience stores have such high sales, they have large budgets and, as a result, there are a large number of Speedway employees assigned to these stores. For example, Level 6 stores will usually have multiple co-managers working at the store in addition to the General Manager.

I DECLARE, SUBJECT TO PENALTY OF PERJURY, THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION, AND BELIEF.

9/3/2019

Date

DocuSigned by:

DBDD782415C0472...

Signature

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH DaROSA, on behalf of himself and
similarly situated employees,
Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
: 1:19-cv-10791-RGS
:
:
:
:
:
:
:
:
:

DECLARATION OF BERNADETTE LAMBUS

I, Bernadette Lambus, declare, subject to penalty of perjury, that the following information is true and correct to the best of my personal knowledge, information, and belief:

1. Between approximately January 2016 through April 2017, I was employed as a General Manager at a Speedway convenience (Store Number 7994) located in Albemarle, North Carolina.

2. Prior to that, I also worked at the same store location for about a year in 2015 during which I was employed by Wilco-Hess. When Speedway took over the store in about January 2016, Speedway sent out an employee to train me for two weeks so that I would know how to do things the “Speedway way.”

3. Throughout my employment as a General Manager for Speedway, I was paid a salary of approximately \$47,500.

4. As a General Manager, I estimate that I usually worked on average between 70 and 80 hours per week, but sometimes even more hours.

5. Like other General Managers, I did not receive any extra overtime pay for working over 40 hours per week.

6. As a General Manager, I spent almost all of my time in the store performing non-managerial tasks. My non-managerial work has included, among other things: helping customers and

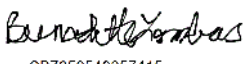
working the cash register, stocking shelves, stocking coolers, scanning products, taking out the trash, making food in the food prep area, sweeping the parking lots, and cleaning the store, bathrooms, floors, and the food prep area. In fact, I estimate that I spent approximately 80-90% of my time performing such duties.

7. My store was lightly staffed. I usually worked either alone or with only one other store employee. I estimate that I worked either alone or with only one other store employee during over 92% of my total work hours during the past three years.

I DECLARE, SUBJECT TO PENALTY OF PERJURY, THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION, AND BELIEF.

7/4/2019

Date

DocuSigned by:

CB7950549357415...

Signature

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH DaROSA, on behalf of himself and
similarly situated employees,

Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
: 1:19-CV-10791-RGS
:
:
:
:
:
:
:
:
:

DECLARATION OF JOSEPH DaROSA

I, Joseph DaRosa, declare, subject to penalty of perjury, that the following information is true and correct to the best of my personal knowledge, information, and belief:

1. From approximately 2014 until approximately October 2018, I was employed as a General Manager at a Speedway convenience store located at 296 North Pearl Street, Brockton, MA 02301.
2. Throughout my employment as a General Manager for Speedway, I was paid a salary of approximately \$38,000.
3. As a General Manager, I estimate that I usually worked an average of 55 hours during a typical week.
4. I did not receive any extra overtime pay for working over 40 hours per week. It was widely understood that salaried General Managers such as myself were considered ineligible for overtime pay.
5. As a General Manager, I spent almost all of my time in the store performing non-managerial tasks. My non-managerial work has included, among other things: unloading trucks, stocking shelves, stocking the coolers, running the cash register, waiting on customers, making food,

cleaning the store and bathrooms, scanning products, and taking out the trash. In fact, I estimate that I spent approximately 90% of my time performing such duties.

6. My store was very lightly staffed. I usually worked either alone or with only one other store employee. I estimate that I worked either alone or with only one other store employee during over 90% of my total work hours.

I DECLARE, SUBJECT TO PENALTY OF PERJURY, THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION, AND BELIEF.

8/19/2019

Date

DocuSigned by:
Joe Dakosa
235A0C6569DA4D7...

Signature

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH DaROSA, on behalf of himself and
similarly situated employees,

Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

1:19-CV-10791-RGS

DECLARATION OF NORMA REMYNSE

I, Norma Remyense, declare, subject to penalty of perjury, that the following information is true and correct to the best of my personal knowledge, information, and belief:

1. I was employed as a General Manager at a Speedway convenience store located in Leslie, Michigan from approximately 2013 until approximately July 2019.

2. Prior to that, I was employed as a General Manager at a Speedway convenience store located in Haslett, Michigan from approximately 2011 to approximately 2013.

3. I was also employed as a General Manager at a Speedway convenience store located in Okemos, Michigan from approximately 2010 to approximately 2011.

4. Throughout my employment as a General Manager, I was paid a salary. During the last year that I worked as a General Manager for Speedway my salary was approximately \$42,000 a year.

5. As a General Manager, I estimate that I usually worked on average between 50 and 52 hours per week, but sometimes I worked more. This was true at all three Speedway locations that I worked at as a General Manager.

6. I did not receive any extra overtime pay for working over 40 hours per week

throughout my time as a General Manager for Speedway.

7. As a General Manager, I spent almost all of my time in the store performing the same non-managerial tasks as the other hourly employees at the store. This was true at all three stores where I worked as a General Manager. Examples of my non-managerial work included: unloading totes, stocking shelves, stocking the coolers, running the cash register and waiting on customers, making coffee and other food items like pizza, cleaning the store and bathrooms, cleaning the gas pumps, and taking out the trash. I estimate that I spent approximately 80% of my time performing these types of hourly employee duties.

8. All of my assigned stores were very lightly staffed. As a result, I worked either alone or with only one other store employee about 80% of the hours I worked.

I DECLARE, SUBJECT TO PENALTY OF PERJURY, THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION, AND BELIEF.

8/8/2019

Date

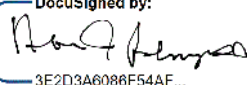
DocuSigned by:

3E2D3A6086F54AF...
Signature

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH DaROSA, on behalf of himself and
similarly situated employees,

Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

1:19-CV-10791-RGS

DECLARATION OF MECHELLE NELLIS

I, Mechelle Nellis, declare, subject to penalty of perjury, that the following information is true and correct to the best of my personal knowledge, information, and belief:

1. From approximately December 2015 until approximately May 2019 I was employed off and on as a salaried General Manager at six different Speedway convenience stores in Pennsylvania.

2. From approximately December 2015 until February 2016 I was the General Manager at the Fishing Creek, Pennsylvania store. I was then transferred to the Lemoyne, Pennsylvania store where I worked as a General Manager for about one month. In approximately March 2016 I was transferred back to the Fishing Creek store as its General Manager where I stayed until approximately November 2016. In November 2016 I was transferred back to the Lemoyne store as its General Manager where I stayed until I went out on leave in approximately November 2017. During this time that I was assigned to the Lemoyne store, I also worked as a substitute General Manager at two different Speedway convenience stores located in Carlisle, Pennsylvania. In approximately June 2018 I went back to work as the General Manager at a Speedway convenience store located in Columbia, Pennsylvania where I

stayed until approximately October 2018 when I went out on leave again. In approximately February 2019 I returned as a General Manager for Speedway at its Lemoyne store for approximately one month. I was then transferred to the Camp Hill, Pennsylvania Speedway convenience store to be its General Manager. I was the General Manager at the Camp Hill store until May 2019 when I stopped working for the company.

3. Throughout my employment as a General Manager for Speedway, I was paid a yearly salary that ranged between approximately \$34,000 and \$39,000.

4. As a General Manager, I estimate that I usually worked on average between 50 and 60 hours per week, but sometimes as much as 90 hours a week.

5. I did not receive any extra overtime pay for working over 40 hours per week.

6. As a General Manager, I spent almost all of my time in the store performing the same non-managerial tasks as the other hourly employees at the store. Examples of my non-managerial work included: unloading delivery trucks, emptying delivery totes, cleaning shelves, stocking shelves, stocking the coolers, running the cash register, waiting on customers, making coffee, making doughnuts, preparing sandwiches in the kitchen, cleaning the store and bathrooms, cleaning the gas pumps, and taking out the trash. I estimate that I spent approximately 90% of my time performing these types of hourly employee duties.

7. Each of the Speedway convenience stores that I worked at were very lightly staffed. I estimate that I typically worked either alone or with only one other store employee about 90% of the time I worked as a General Manager.

I DECLARE, SUBJECT TO PENALTY OF PERJURY, THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION, AND BELIEF.

8/27/2019

Date

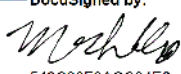
DocuSigned by:

543C26F2ACC84E2...
Signature

EXHIBIT G

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH DaROSA, on behalf of himself and
similarly situated employees,

Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

1:19-CV-10791-RGS

DECLARATION OF SARAH FRIAS

I, Sarah Frias, declare, subject to penalty of perjury, that the following information is true and correct to the best of my personal knowledge, information, and belief:

1. I was employed as a General Manager at a Speedway convenience store located in Tarrytown, NY from approximately 2017 until approximately July 2019.

2. Prior to that, I was employed as a General Manager at a Speedway convenience store located in the Bronx, NY for approximately six months.

3. Throughout my employment as a General Manager, I was paid a salary. During the last year that I worked as a General Manager for Speedway my salary was approximately \$46,800 a year.

4. As a General Manager, I estimate that I usually worked on average between 50 and 56 hours per week, but sometimes as much as 68 hours a week.

5. I did not receive any extra overtime pay for working over 40 hours per week throughout my time as a General Manager for Speedway.

6. As a General Manager, I spent almost all of my time in the store performing the same non-managerial tasks as the other hourly employees at the store. This was true at both of

the stores where I worked as a General Manager. Examples of my non-managerial work included: emptying delivery totes, cleaning shelves, stocking shelves, stocking the coolers, running the cash register, waiting on customers, making coffee, preparing sandwiches in the kitchen, cleaning the store and bathrooms, cleaning the gas pumps, and taking out the trash. I estimate that I spent approximately 90% of my time performing these types of hourly employee duties.

7. Both of my assigned stores were very lightly staffed. I usually worked either alone or with only one other store employee. I estimate that approximately 90% of the time I worked as a General Manager I was the only employee in the store.

I DECLARE, SUBJECT TO PENALTY OF PERJURY, THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION, AND BELIEF.

8/8/2019

Date

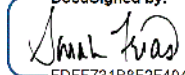
DocuSigned by:

FDFF731B8F2F404...
Signature

EXHIBIT H

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

JOSEPH DaROSA, on behalf of himself and
similarly situated employees,

Plaintiff,

v.

SPEEDWAY LLC,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

1:19-CV-10791-RGS

DECLARATION OF CIRA BURKE

I, Cira Burke, declare, subject to penalty of perjury, that the following information is true and correct to the best of my personal knowledge, information, and belief:

1. Between approximately August 2014 and September 2018, I was employed as a General Manager at three Speedway convenience stores: two of them were located in Madison, WI and one was located in Windsor, WI.

2. Throughout my employment as a General Manager for Speedway, I was paid a salary of approximately \$39,000-\$44,000.

3. As a General Manager, I estimate that I usually worked on average between 55-60 hours.

4. I did not receive any extra overtime pay for working over 40 hours per week. It was widely understood that salaried General Managers such as myself were considered ineligible for overtime pay.

5. As a General Manager, I spent almost all of my time in the store performing non-managerial tasks at all three Speedway convenience stores at which I worked. My non-managerial work has included, among other things: stocking shelves, stocking the cooler, cleaning the store, running the cash register, providing customer service, unloading the truck, making coffee and food,

scanning products, and taking out the trash. In fact, I estimate that I spent approximately 90% of my time performing such duties. My job duties were the same at all three Speedway convenience stores.

6. My District Manager told me that if I could not find coverage from an hourly employee to work at the store, I was required to cover for that employee

7. All three stores that I worked at were lightly staffed. I usually worked either alone or with only one other store employee. I estimate that I worked either alone or with only one other store employee during over 85% of my total work hours at the three stores I worked at.

I DECLARE, SUBJECT TO PENALTY OF PERJURY, THAT THE ABOVE IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE, INFORMATION, AND BELIEF.

07/17/19

Date


Signature

EXHIBIT I



Returning Applicant? [Returning Applicant Sign In](#)

[Home](#) | [All Open Jobs](#) | [Jobs by Location](#) | [Grand Openings](#)

General Manager

Job Description

- Provides customer service leadership/direction for entire store and team of employees working in that location
- Trains, schedules and coaches employees to ensure store positions are staffed to appropriately handle Customer Service needs
- Ensures that employees follow all Company policies as detailed in the Operations Manual, and in compliance with federal, state and local laws; including taking steps to ensure compliance with uniform, personal appearance, and customer service standards
- Works in tandem with the Lead Customer Service Representative and/or Assistant Manager (where applicable) to ensure Management/leadership is available to customers and employees at all times
- Utilizes documentation and worksheets, including but not limited, to the Speedway Customer Ready Worksheets, daily to ensure constant store readiness and relentless execution of the consistent exceptional customer experience.
- Provides support to store as needed, often beyond regularly scheduled work times. If not available, ensures that a reliable back up has been provided
- Identifies qualified applicants, performs interviews as needed, and makes employment decisions including, but not limited to, hiring, evaluating, scheduling, training, promotions, and disciplining as needed up to and including recommendations with respect to termination of employment
- Promotes and maintains a clean and organized store appearance inside and out
- Fosters an environment focused on customer service and satisfaction
- Promotes staff retention by working to develop leaders, empower employees and encourage increased employee productivity
- Handles escalated customer concerns. Seeks appropriate resolution for the situation while observing Company guidelines
- Performs and supervises all minor maintenance tasks to eliminate inconvenience to the customer; supports procedures for additional repairs, and maintains work orders
- Responds quickly to all emergencies for the safety and security of customers and employees and notifies the appropriate individuals
- Ensures all merchandising and marketing programs are executed properly, which includes maintaining plan-o-gram integrity and appropriate sign placement
- Ensures the store maximizes sales and educates staff on selling initiatives
- Audits inventory on a regular basis and manages on-hand quantities, adding back stock to displays as needed
- Demonstrates a high value for Health, Environment, Safety and Security (HES) issues, initiatives and programs in both personal and organizational responsibilities
- Integrates HES into day-to-day job performance. Maintains a safe environment for all customers and employees
- Ensures that all products and merchandise are ordered properly

Other Positions

We are always looking for qualified people to fill the following positions at most of our locations:

- Assistant Manager Trainee 40
- Assistant Manager Trainee 50
- Customer Service Representative FT
- Customer Service Representative PT
- Fuel Attendant FT
- Fuel Attendant PT
- Lead Customer Service Representative FT
- Lead Customer Service Representative PT
- Lead Foodservice Specialist Trainee Cafe
- Lead Foodservice Specialist Trainee Restaurant
- Manager Cafe Trainee
- Specialist Cafe Foodservice FT
- Specialist Cafe Foodservice PT
- Specialist Foodservice FT
- Specialist Foodservice PT



by training employees to complete requests, verifying deliveries and posting accurate invoices

- Conducts area pricing surveys, reports the results and adjusts sales prices as directed
- Monitors store activities to ensure that transactions are taking place in the proper manner
- Adheres to, and trains employees to follow proper asset control policies and procedures
- Ensures food service products are fresh and appealing by rotating products appropriately and removing out-of-date products
- Follows and complies with all health and sanitation procedures and adheres to safe work practices
- Ensures that all necessary store reports and paperwork, including performance appraisals, are completed in a timely fashion
- Completes other duties as assigned by management

Requirements

- High School Diploma or GED
- Previous supervisory experience preferred
- Completion of Company required training program
- Experience with Word, Excel, and other MS Office suite applications
- Excellent communication skills and the ability to research and resolve issues
- Good understanding of intra-department functions, store operations and corporate business plans
- Knowledge of retail business management practices
- Knowledge of all types of store transactions and related programs
- Knowledge of ways to handle customer and employee injuries, incidents and accidents
- Ability to perform repeated bending, standing, and reaching
- Ability to occasionally lift up to 50 pounds
- Additional Requirements:
- Available to work a variety of shifts and/or days of the week consistent with the demands of the retail environment which includes weekends, evenings and other high activity periods
- Must have a valid Driver's License from the state in which Manager resides
- Must maintain automotive liability insurance during course of employment

Must use personal vehicle to conduct area pricing surveys

To Apply: [Choose a Location](#)

☒ [Refer This Job](#)

EXHIBIT J

This is a court-authorized notice

**NOTICE OF YOUR RIGHT TO JOIN CASE SEEKING TO RECOVER OVERTIME PAY
FOR GENERAL MANAGERS WHO WORKED AT SPEEDWAY STORES OWNED BY
SPEEDWAY LLC**

DaRosa v. Speedway, LLC
United States District Court, Massachusetts
Civil Action No. 1:19-CV-10791

[DATE]

Dear current or former Speedway General Manager:

Enclosed is a consent form allowing you to participate in a case seeking to recover overtime pay for store managers who worked at Speedway stores owned by Speedway, LLC. This case has been brought on behalf of anyone who has worked as a General Manager for Speedway stores at any time during the last three years.

In this case, the plaintiff employees allege that General Managers should have received time-and-a-half overtime pay for all hours they worked beyond 40 hours per week. The plaintiffs contend that they should have been paid overtime because their primary duty was to perform non-managerial tasks, such as working the cash register, cleaning the store, and stocking the shelves. The plaintiffs contend that the defendants violated the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq, by classifying their General Managers as exempt from overtime pay. The defendants deny these allegations and assert that General Managers have been properly classified as exempt employees and do not need to be paid overtime compensation under the FLSA.

According to the company's records, you are eligible to participate in this case because you have worked as a Speedway General Manager for Speedway, LLC during the last three years. **In order to participate in the case, and obtain a portion of any judgment or settlement that the plaintiffs may obtain, you must complete and return the enclosed consent form to the address below by no later than [DATE].**

Although the defendants dispute the merits of this case, they recognize the right of their store managers to pursue these claims in court and have given their assurances that you will not be subject to retaliation of any kind by choosing to participate in this case.

In this case, there has not been a decision yet by the court as to whether the General Managers are entitled to receive overtime pay. There has also not been any settlement reached. If you do not return the enclosed consent form by _____, **2019**, you will not be considered part of this case and will be unable to receive a share of any settlement or judgment that the plaintiffs may obtain. If you do participate in the

case, you will be bound by any ruling entered by the court or settlement reached by the parties.

The plaintiffs who initiated this case will work with us to make decisions regarding the progress of this litigation, and we welcome your input as well into those decisions. You may also be asked to be a witness or to provide evidence in the case, although not all employees who submit a consent form will be required to do so.

Again, to join this case, you must return the enclosed consent form to the address below no later than [DATE]. In the meantime, if you have any questions, do not hesitate to contact us at the phone number or e-mails provided below:

Harold Lichten
Michelle Cassorla
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com

Stephen Kirkpatrick (administrator)
claims@llrlaw.com
(617) 994-5800

This notice has been authorized by the United States District Court. Please do not contact the court. You may contact us with any question you have.

Sincerely,

Harold Lichten

EXHIBIT K

CONSENT TO JOIN COLLECTIVE ACTION

Pursuant to Fair Labor Standards Act, 29 U.S.C. § 216(b)

DaRosa v. Speedway, LLC
United States District Court, Massachusetts
Civil Action No. 1:19-CV-10791

Complete and return
(by mail, email, fax,
or in person) **no later
than [DATE], to:**

Harold Lichten
Michelle Cassorla
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston Street, Suite 2000
Boston, MA 02116
www.llrlaw.com

Stephen Kirkpatrick (administrator)
claims@llrlaw.com
Fax: (617) 994-5801

1. I understand that this lawsuit is brought under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. I hereby consent, agree, and “opt in” to become a plaintiff herein and to be bound by any judgment by the court or any settlement of this action.

2. I work/worked in the position of General Manager from on or about _____ to _____ at one or more Speedway stores owned by Speedway, LLC, located in _____.

3. During my employment, I have worked more than 40 hours per week but have not paid time-and-a-half for hours worked beyond 40 per week.

4. I hereby designate the law firm of Lichten & Liss-Riordan, P.C. (Boston, MA), and Winebrake & Santillo, LLC (Dresher, PA) to represent me for all purposes in this action.

5. I also designate the named plaintiffs in this action, the collective action representatives, as my agent to make decisions on my behalf concerning the litigation, including the method and manner of conducting this litigation, entering into settlement agreements, entering into an agreement with Plaintiffs’ Counsel concerning attorneys’ fees and costs (with the understanding that Plaintiffs’ Counsel are being paid on a contingency fee basis, which means that if there is no recovery, there will be no attorneys’ fees), and all other matters pertaining to this lawsuit.

Signature: _____ Date: _____

Name: _____

Address: _____

Telephone: _____ E-Mail: _____