



**Rodriguez v. Roto-Rooter Corporation, and Russell Warner, Inc., Case No. BC446008**  
**Claims Administrator- CPT Group, Inc.**  
**16630 Aston**  
**Irvine, CA 92606**

**CLAIM FORM- must be postmarked by May 4, 2012**

**PLEASE PRINT CLEARLY**

CPT: «ID»   
«EmployeeName»  
«Address1»«Address2»  
«CITY», «State» «ZIP»  
« Bar Code»

Name/Address Changes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Social Security Number

( ) \_\_\_\_\_  
Daytime Telephone Number

**CLAIM INFORMATION**

Russell Warner's records show that you worked for Russell Warner as a non-exempt service technician for «TotalWeeks» weeks during the class period of September 21, 2006 to March 15, 2012. Your dates of employment were «bDate» to «eDate».

If you believe the above number of weeks is incorrect, you may send a letter to the Claims Administrator along with this Claim Form indicating what you believe the correct number of weeks you worked and the dates are. You should send any documents or other information that support your belief that Russell Warner's records are incorrect. The Claims Administrator will resolve any dispute based upon Russell Warner's records and any information you provide. If no records are provided by you to the Claims Administrator, Russell Warner's records will be deemed to be correct.

**CLAIM FORM**

I have received the Notice of Pendency of Class Action and Proposed Settlement. I submit this Claim Form under the terms of the Proposed Settlement described in the Notice of Pendency of Class Action and Proposed Settlement. I also submit to the jurisdiction of the Los Angeles County Superior Court with respect to my claim as a Class Member and for purposes of enforcing the release of claims stated in the Settlement Agreement. The full and precise terms of the Proposed Settlement are contained in the Stipulation of Settlement and Release ("Agreement") filed with the court. I further acknowledge that I am bound by the terms of any Court judgment that may be entered in this class action. I agree to furnish additional information to support this claim if required to do so.

I understand that Russell Warner will not consider this settlement payment "compensation" for purposes of determining eligibility for the employee pension benefit plan or employee welfare benefit or other plan sponsored by Russell Warner and that Russell Warner will not use the Settlement Amount to calculate any additional benefits, including vacations, pay, or contributions, and that this payment will not represent any modification of my previously credited hours of service.

**RELEASE**

Upon receipt of my share of the Settlement Amount, I hereby release Defendant Russell Warner, Inc., its past or present officers, directors, shareholders, successors and predecessors in interest, subsidiaries and

any individual or entity which could be jointly liable with Defendant (the "Released Parties"), from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as meaning any and all claims or causes of action that are based on or reasonably relate to the claims asserted in the Complaint by Plaintiff, as set forth in detail in the Agreement, including claims for: (1) failure to pay for all hours worked; (2) unpaid overtime; (3) reporting time violations; (4) waiting-time penalties under Labor Code section 203; (5) untimely payment of wages under Labor Code Section 204; (6) itemized statement violations under Labor Code Section 226; (7) Private Attorney General ("PAGA") penalties; (8) conversion; and (9) unfair business practices based upon any alleged violation of the Labor Code as alleged in the Action, except for Workers Compensation claims.

I agree that I have expressly waived the provisions of Section 1542 of the California Civil Code (or other similar provision) regarding the Released Claims, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

I agree that I will not make a claim against any of the Released Parties that is in any way related to the Released Claims.

**Taxpayer Identification Number Certification - Substitute IRS Form W-9**

Enter the last four digits of your Social Security Number:

*Under penalty of perjury, I certify that:*

- 1. The social security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and*
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and*
- 3. I am a U.S. person (including a U.S. resident alien).*

*Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.*

***The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.***

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and accurate, that I have read and understand the Notice that was mailed with this Claim Form, and agree to abide by the terms of the Notice and this Claim Form.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012,

at \_\_\_\_\_, \_\_\_\_\_  
City State

Your Signature: \_\_\_\_\_

Your Name: \_\_\_\_\_  
(Print) Last First Middle