

**NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

*Louis Rodriguez v. Roto-Rooter Corporation, and Russell Warner, Inc., Case No. BC446008*

*The Superior Court authorized this notice. This is not a solicitation from a lawyer.*

- A former employee of Russell Warner, Inc., dba Roto Rooter Plumbers, has sued the company in a class action, alleging failure to pay employees for all hours worked, including overtime and reporting time, to issue accurate pay statements, and pay all wages timely when earned and when employment ended. Russell Warner has denied any wrongdoing.
- The Court has not decided whether Russell Warner did anything wrong or whether this case should be certified as a class action.
- The two sides disagree on how much money could have been won if the service technicians were to win at a trial, and both sides realize the risks on each side and that continuing litigation will be expensive.
- To achieve immediate benefits for the class, the parties have agreed to a class settlement, and the Court has granted preliminary approval of the settlement.
- The class-action settlement for a maximum of \$750,000 will provide about \$460,000 to pay for claims by service technicians who were employed with Russell Warner from September 21, 2006 until March 15, 2012.
- The distributions under the class settlement shall be made in four (4) separate payments over approximately three (3) years as described in the schedule in the settlement agreement.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
TIMELY SUBMIT A CLAIM FORM BY SIGNING IT AND MAILING, FAXING, OR EMAILING IT BACK	The only way to get a payment.
EXCLUDE YOURSELF	Get no payment. You reserve the right to take action on an individual basis against Russell Warner regarding the alleged legal claims in this case, but you are not required to do so.
OBJECT	Write to the Court about what you disagree with regarding the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	You will get no payments and give up your rights to receive a payment for claims in the case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS

BASIC INFORMATION .....	PAGE 3
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
WHO IS IN THE SETTLEMENT.....	PAGE 4
5. How do I know if I am part of the settlement?	
6. Are there exceptions to being included?	
7. I'm still not sure if I am included.	
THE SETTLEMENT BENEFITS—WHAT YOU GET.....	PAGE 4
8. What does the settlement provide?	
9. How much will my payment be?	
HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM .....	PAGE 5
10. How can I get a payment?	
11. When would I get my payment?	
12. What am I giving up to get a payment or stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 5
13. How do I get out of the settlement?	
14. If I don't exclude myself, can I sue Russell Warner for the same thing later?	
15. If I exclude myself, can I get money from this settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGE 6
16. Do I have a lawyer in the case?	
17. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 6
18. How do I tell the Court that I don't like the settlement?	
19. What's the difference between objecting and excluding?	
THE COURT'S FAIRNESS HEARING.....	PAGE 7
20. When and where will the Court decide whether to approve the settlement?	
21. Do I have to come to the hearing?	
22. May I speak at the hearing?	
IF YOU DO NOTHING.....	PAGE 7
23. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	PAGE 7
24. Are there more details about the settlement?	

## BASIC INFORMATION

### 1. Why did I get this notice package?

The records of Russell Warner, Inc., (“Russell Warner”) indicate you were a service technician in California for some period of time between September 21, 2006 and March 15, 2012. You were sent this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves it and after objections and appeals, if any, are resolved, an administrator appointed by the Court will make the payments that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of California, County of Los Angeles, and the case is known as *Louis Rodriguez v. Roto-Rooter Corporation, and Russell Warner, Inc.* The person who sued is called the Plaintiff, and the company they sued, Russell Warner, is called the Defendant.

### 2. What is this lawsuit about?

The lawsuit claimed that Russell Warner failed to pay all wages owed to its California service technicians, including regular wages, waiting time, on-call time, warranty inspection time, reporting time, overtime wages, and payment of all wages timely when earned and when employment ended. The lawsuit also claimed Russell Warner failed to furnish accurate itemized wage statements from September 21, 2006 through March 15, 2012. A complete list of the legal terms describing the claims is in the “RELEASE” section of the Claim Form that you received with this Notice.

Russell Warner denies it did anything wrong. Russell Warner contended that it timely and properly paid all wages owed, properly provided itemized wage statements, and properly paid wages upon termination of employment. Russell Warner contended that none of the claims alleged by the Plaintiff would succeed in Court.

### 3. Why is this a class action?

In a class action, one or more people called Class Representatives, sue on behalf of people who have similar claims. All of these people are a Class of Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. The Plaintiff thinks he could have won a significant amount of wages, penalties, and interest if he won at trial. The Defendant thinks the Plaintiff would not have won anything from a trial. But, there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the service technicians affected will get compensation without any determination of wrongdoing by Russell Warner. The Class Representative and the attorneys think the settlement is best for all Class Members.

The Court has given its initial approval to the settlement, and has ordered that Plaintiff Louis Rodriguez is the Class Representative and attorneys V. James DeSimone of Schonbrun DeSimone Seplow Harris Hoffman & Harrison LLP and Robert L. Krasney of the Law Offices of Robert L. Krasney, are the attorneys for the Class Members (the “Class Counsel”).

## WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

### 5. How do I know if I am part of the settlement?

The Judge decided that everyone who fits this description is a Class Member:

All non-exempt employees employed by Russell Warner as service technicians during any week within the class period from September 21, 2006 until March 15, 2012.

### 6. Are there exceptions to being included?

Yes. If you are a Class Member, you have the option of excluding yourself as stated in Section 13 below.

### 7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can call the Claims Administrator at (888) 468-0296 or Class Counsel at (310) 396-0731 for more information. Or, you can fill out and return the Claim Form described in question 10, to see if you qualify.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 8. What does the settlement provide?

Russell Warner has agreed to pay up to \$750,000 to settle this lawsuit. Out of the settlement fund, the Class Representative will ask for \$10,000 for his service as a Class Representative. Class Counsel will ask for \$250,000 for attorneys' fees and up to \$12,500 for costs, and the Claims Administrator will ask for up to \$17,500 for administering the settlement. The Court may approve these payments or a smaller amount. The money remaining in the settlement fund, about \$460,000, (the "Net Settlement Amount") will be available for distribution to Class Members who have submitted a valid Claim Form, based on the number of weeks they worked.

### 9. How much will my payment be?

Your share of the fund will depend on how many weeks you worked as a service technician. Here's how it works:

There were about 362 service technician-Class Members since September 21, 2006. The records of Russell Warner show that if all of the weeks worked by every Class Member were added, it would show that all Class Members worked a total of 30,882.83 weeks. The number of Class Members who send in Claim Forms varies widely from case to case and not all Class Members will submit claims. Based upon these figures, the average payment will be about \$14.90 for each week worked as a service technician. The number of weeks that Russell Warner's records show that you worked is listed on your Claim Form.

Your Claim amount will be calculated based on 34% wages, for which you will receive a W-2, and 66% will be interest and penalties, for which you will receive a Form 1099. You are responsible for paying your taxes on any amount you receive. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid for 60 days. The proceeds of uncashed checks will revert to Russell Warner. Class counsel do not provide tax or financial advice and Settlement Class Members are advised to seek independent professional advice as to the tax or financial consequences of any recovery obtained on behalf of Class Members.

## HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

### 10. How can I get a payment

To qualify for payment, you must send in the Claim Form that is attached to this Notice. You may also get a Claim Form by calling the Claims Administrator at 1-888-468-0296. Read the instructions carefully and fill out the form, sign it, and mail it postmarked no later than **May 4, 2012**. You can also fax the Claim Form to (949) 419-3446 or scan and return it via email to [RotoRooterClaims@cptgroup.com](mailto:RotoRooterClaims@cptgroup.com) by no later than the above post mark deadline. **IF YOU DO NOT GET YOUR SIGNED CLAIM FORM POST-MARKED, FAXED, OR SCANNED AND EMAILED BY MAY 4, 2012 YOU WILL NOT GET ANY MONEY.**

### 11. When would I get my payment?

The Court will hold a hearing on June 13, 2012, to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. To check on the progress of the settlement, call the Claims Administrator at 1-888-468-0296, or contact Class Counsel. Please be patient.

### 12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you can't sue, continue to sue, or be part of any other lawsuit aside from this one against Russell Warner about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to the "Release" on the Claim Form, which describes exactly the legal claims that you give up if you do not exclude yourself.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Russell Warner on your own about the legal issues in this case, then you must take steps to get out of this case. This is called excluding yourself—or is sometimes referred to as "opting out" of the settlement Class.

### 13. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit an "Opt-Out Request Form" provided in Exhibit 3, or you may send a letter by mail saying that you want to be excluded from the *Rodriguez vs. Russell Warner* case. No special language is required. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than **May 4, 2012** to:

Russell Warner Settlement Claims Administrator  
c/o CPT, Inc.  
16630 Aston  
Irvine, CA 92606

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Russell Warner in the future for the claims made in this lawsuit.

### 14. If I don't exclude myself, can I sue Russell Warner for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Russell Warner for the claims that this settlement resolves. If you have a pending lawsuit or claims against Russell Warner, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it involves the same issues. Remember, the exclusion deadline is **May 4, 2012** and applies only to the claims in this lawsuit.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Russell Warner. If you submit both a valid Claim Form and request for exclusion, the request for exclusion will be rejected and you will be deemed a participant in the class settlement.

**THE LAWYERS REPRESENTING YOU**

16. Do I have a lawyer in this case?

The Court has appointed V. James DeSimone of Schonbrun DeSimone Seplow Harris Hoffman & Harrison LLP and Robert L. Krasney of the Law Offices of Robert L. Krasney, to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers, although they will be compensated from the Settlement fund as discussed above at Sections 8 and 17. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class counsel will ask the Court to approve payment of up to \$250,000 to them for attorneys fees and up to \$12,500 in costs. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating the settlement. The Court may award less than these amounts. Russell Warner will pay the fees, expenses and payments that the Court awards. These amounts will not reduce the approximately \$460,000 available for Class Members. Russell Warner has agreed not to oppose these fees and expenses.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

18. How do I tell the Court that I don't like the settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the *Rodriguez v. Russell Warner* settlement. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Mail the objection to each of these three different places postmarked no later than **May 4, 2012**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Central Civil West, Superior Court of Los Angeles, 600 South Commonwealth Ave, Department 311, Los Angeles, California 90005	V. James ("Jim") DeSimone SCHONBRUN DESIMONE SELOW HARRIS HOFFMAN & HARRISON LLP 723 Ocean Front Walk Venice, CA 90291	John K Skousen FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614

19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to. Class counsel will appear at the hearing to advocate for the approval of the settlement.

### 20. When and where will the Court decide whether to approve the settlement

The Court will hold a Fairness Hearing at 8:30 a.m. on June 13, 2012, at the Central Civil West Superior Court, Los Angeles, 600 South Commonwealth Ave, Los Angeles California 90005, Department 311. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the settlement.

### 21. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear" in the *Rodriguez v. Russell Warner* settlement. Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **May 4, 2012**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 18. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

### 23. What happens if I do nothing at all?

**If you do nothing, or fail to act timely, you'll get no money from this settlement.** But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Russell Warner about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

### 24. Are there more details about the settlement?

This notice summarizes the proposed settlement. You may call or contact Jim DeSimone or Amanda Canning, class counsel, if you would like more information about the case. You may contact the attorneys at 310 396-0731 or at [rotorootersettlement@gmail.com](mailto:rotorootersettlement@gmail.com). You may also go to Central Civil West, Superior Court of Los Angeles, 600 South Commonwealth Ave., Department 311, Los Angeles CA 90005, during regular business hours and view the Court file in *Louis Rodriguez v. Roto-Rooter Corporation, and Russell Warner, Inc., Case No. BC446008*.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR RUSSELL WARNER WITH INQUIRIES.**

Date: April 4, 2012

This Notice has been approved by the Judge of the Superior Court