

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 SAN FRANCISCO DIVISION

4 JOSH HAZEL, on behalf of himself, the  
5 general public, and all others similarly  
6 situated,,  
7

8 Plaintiffs,

9 v.

10 CONNECTICUT GENERAL LIFE  
11 INSURANCE COMPANY, a Connecticut  
12 corporation, and DOES 1 through 10,  
13 inclusive,,  
14

15 Defendants.

Case No. 08-cv-03552-MMC

**NOTICE OF (1) PROPOSED CALIFORNIA  
CLASS ACTION SETTLEMENT AND (2)  
FINAL SETTLEMENT APPROVAL  
HEARING**

16 **PLEASE READ THIS NOTICE CAREFULLY.**

17 **YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

18 **This Notice, which has been approved by the United States District Court for the  
19 Northern District of California (the "Court"), is to notify California Class Members that a  
20 proposed settlement of up to \$3.3 million (the "Settlement") has been reached between the  
21 parties in the class action entitled *Hazel v. Connecticut General Life Insurance Company, Inc.*  
22 The Court has granted preliminary approval to the Settlement, and it has conditionally certified the  
23 Class for settlement purposes only.**

24 **Important Dates**

- 25
- 26 • If you wish to participate in the settlement described in this notice, and obtain a portion  
27 of the settlement proceeds, you must complete and submit a Claim Form, postmarked or  
28 received by the Claims Administrator on or before October 5, 2009, or else you will not  
receive any money from the settlement.
  - If you wish to object to the settlement, your objection must be postmarked or received by  
the Claims Administrator on or before September 21, 2009, or else your objections will  
be deemed waived.
  - If you do not want to participate in the settlement, you must request exclusion from the  
Settlement according to the directions in this notice, and your request for exclusion must  
be postmarked or received by the Claims Administrator on or before October 5, 2009, or  
else you will be bound by the settlement.

1 All claim forms, objections, and requests not to participate in the Settlement must be postmarked or  
2 received by the Claims Administrator, Simpluris, Inc., at the address below, by the applicable  
3 deadline:

4 *Hazel v. CGLIC Class Action Settlement*  
5 Simpluris, Inc.  
6 3176 Pullman Street, Suite 123  
7 Costa Mesa, CA 92626  
8 Tel: 888-654-1269

9 Pursuant to the order of the Court entered on July 17, 2009, YOU ARE HEREBY  
10 NOTIFIED AS FOLLOWS:

11 **1. SUMMARY OF THE SETTLEMENT AND YOUR RIGHTS**

12 § 1.a. What Is a Class Action? A class action is a lawsuit in which the claims and  
13 rights of many similarly situated people (“Class Members”) are decided in a single court proceeding.  
14 One or more representative plaintiffs (“Class Representatives”) file a lawsuit asserting claims on  
15 behalf of all the class members.

16 § 1.b. The Class Definition. You were sent this notice because the records of  
17 Connecticut General Life Insurance Company (“CGLIC”) show that you are a Member of the  
18 California Class. The California Class includes all hourly employees employed by CGLIC in the  
19 State of California during the period June 13, 2004 to July 10, 2009, who were required to report to  
20 work, start up their computer, and log in, before being allowed to clock into an electronic  
21 timekeeping system, and were required to shut down their computer, after clocking out of the  
22 electronic timekeeping system, and who were not compensated for such “log in”, “boot up” and  
23 “shut down” time ( referred to herein as “preliminary” and “postliminary” time). Members of the  
24 California Class who do not timely submit a valid request not to participate in the Settlement,  
25 following the procedure described in § 9 shall become members of the California Settlement Class  
26 and shall be entitled to participate in the Settlement.

27 The parties have also agreed to the creation of an FLSA Class, which consists of  
28 those hourly employees employed by CGLIC within the United States in states other than California  
during the period June 13, 2006 to July 10, 2009, who were required to report to work, start up their  
computer, and log in, before being allowed to clock into an electronic timekeeping system, and were

1 required to shut down their computer, after clocking out of the electronic timekeeping system, and  
2 who were not compensated for such preliminary and postliminary time. Members of the FLSA  
3 Class who submit a valid request to participate in the Settlement, following the procedure described  
4 in the Notice they will be receiving, shall become members of the FLSA Settlement Class.

5 The California Settlement Class and the FLSA Settlement Class are jointly referred to  
6 herein as “the Settlement Classes”.

7 § 1.c. Options and Dates. As a member of the California Class, you have several  
8 options:

9 (1) To receive a payment under the Settlement, you must complete a Claim Form  
10 (which is enclosed with this Notice) and submit it to the Claims Administrator by first-class mail,  
11 postmarked by October 5, 2009, or deliver it to the Claims Administrator by that date, following the  
12 procedure described in § 4.a. If you do not do this, you will receive no money from this Settlement.

13 (2) You may object to the Settlement in writing, postmarked or delivered by  
14 September 21, 2009, following the procedure described in § 8.

15 (3) You may request that you be excluded from the Settlement according to the  
16 instructions in § 9 below. If you choose to be excluded from the Settlement, you will no longer be a  
17 California Class Member--and therefore will receive no money under this Settlement--and you will  
18 not release your claims, which means that you will be able to bring a separate lawsuit on your own  
19 for these claims. Unless you properly request to be excluded, you will be a California Class Member  
20 and will release all claims alleged in this case (see § 5, below), even if you do not fill out a Claim  
21 Form. In order to request not to participate in the Settlement, you must follow the instructions  
22 described in § 9 and submit your written request to the Claims Administrator by first-class mail,  
23 postmarked by October 5, 2009, or deliver it to the Claims Administrator by that date.

## 24 **2. BACKGROUND OF THE CASE**

25 § 2.a. The Claims at Issue. On June 13, 2008, plaintiff Josh Hazel (“Plaintiff”) filed  
26 a class action complaint in Alameda County Superior Court, which Defendant CGLIC subsequently  
27 removed to this Court. Plaintiffs and the other members of the California and FLSA Classes use an  
28 electronic timekeeping system called OMD which they can only access through their computers. In

1 the lawsuit, Plaintiff alleged that CGLIC failed to pay him and the members of the California and  
2 FLSA Classes wages for the time they spent booting up their computers at the outset of each  
3 workday (before they have logged into the OMD timekeeping system) and the time they spend  
4 shutting down their computers at the end of each workday (after they have logged out of the OMD  
5 timekeeping system). Plaintiff sought compensation due, including straight time and overtime,  
6 under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and California wage-and-  
7 hour laws. Plaintiff further alleged that CGLIC failed to provide him and the other members of the  
8 California Class with correctly itemized wage statements. Plaintiff further alleged that by  
9 committing the unlawful acts alleged in their complaint, CGLIC engaged in unfair competition in  
10 violation of California Business and Professions Code section 17200 *et seq.*

11 § 2.b. CGLIC’s Denial of Liability. CGLIC denies all of Plaintiff’s allegations.  
12 Specifically, CGLIC denies that Plaintiff or the Proposed Settlement Classes are owed any additional  
13 compensation for the time they spent booting up their computers before logging into OMD or for the  
14 time they spent booting down their computers after logging out of OMD. CGLIC further denies that  
15 it failed to provide Plaintiffs or the California Class with correctly itemized wage statements or  
16 committed any unlawful acts that constitute unfair competition. CGLIC further denies that a class  
17 can be properly certified in this case.

### 18 **3. SUMMARY OF THE SETTLEMENT**

19 § 3.a. The Mediation. The parties participated in extensive settlement discussions,  
20 including a full day of mediation before a neutral third party, a respected mediator in San Francisco.  
21 At the mediation, the parties reached the Settlement which provides for total payments of up to .  
22 \$3.3 million dollars. The Settlement represents a compromise regarding disputed claims, considering  
23 the risks and uncertainties of continued litigation. Plaintiff’s counsel has determined that the  
24 Settlement is fair, reasonable, and adequate and is in the best interests of the members of the  
25 Settlement Classes.

26 § 3.b. The Settlement Agreement and the Court’s Final Approval Hearing. The  
27 parties have presented the Settlement to the Court for its review. The Court has granted preliminary  
28 approval to the Settlement. As described in this Notice, the Court will hold a hearing on November

1 20, 2009 to determine whether to grant final approval to the Settlement. Only after the Settlement is  
2 granted final approval will money be paid to California or FLSA Class Members under the  
3 Settlement.

4 § 3.c. How the Settlement Funds Will Be Distributed. Under the Settlement,  
5 CGLIC will pay up to \$3.3 million. These settlement funds will be used to pay (1) Class  
6 Representative Payments to Plaintiff to compensate Plaintiff for his services to the Settlement  
7 Classes (see § 6 below), (2) Class Counsel's attorneys' fees and costs (see § 7 below) to compensate  
8 Plaintiff's counsel for their services to the Settlement Classes, (3) the reasonable fees and expenses  
9 of the Claims Administrator, (4) money to all California and FLSA Class Members who properly  
10 submit Claim Forms (see § 4.a below), pursuant to the plan of allocation (see § 4.b below); and (5)  
11 CGLIC's share of FICA, FUTA, and all other state and federal payroll taxes and deductions for the  
12 payments made to the Settlement Class Members ("Employer Payroll Taxes"), to the extent that any  
13 unclaimed portion of the \$3.3 million is insufficient to cover the Employer Payroll Taxes.

14 § 3.d. You Must File a Claim Form to Receive Money. In order to receive money  
15 from the Settlement, you (a California Class Member) must submit a Claim Form by the deadline set  
16 under the Settlement (see § 4 below).

17 § 3.e. Unless You Elect Not to Participate in the Settlement, You Will Be Bound.  
18 Unless you (a California Class Member) elect not to participate in the Settlement, you will be bound  
19 by the Settlement, including its release of claims, and will not be allowed to pursue individual claims  
20 released under the Settlement against CGLIC, even if you have not submitted a claim for a  
21 settlement share (see §§ 5 and 9 below).

22 § 3.f. The Final Approval Hearing. The parties have submitted the Settlement to the  
23 Court. The Court has granted preliminary approval of the Settlement. The Court will hold a hearing  
24 on November 20, 2009, at 9:00 a.m., to determine whether to grant final approval to the Settlement  
25 (see §10 below). Only after the Settlement is granted final approval can money be paid to California  
26 or FLSA Class Members under the Settlement.

1 **4. HOW TO RECEIVE MONEY FROM THE SETTLEMENT (COMPLETING AND**  
2 **SUBMITTING THE CLAIM FORM)**

3 § 4.a. Participating in the Settlement by Completing and Submitting the Claim  
4 Form. If you want to receive money from the Settlement, you must choose to participate in the  
5 Settlement by properly completing and submitting the Claim Form enclosed with this notice. Please  
6 follow all instructions on the Claim Form, and send it via U.S. Mail, or professional or personal  
7 delivery to the Claims Administrator at 3176 Pullman Street, Suite 123, Costa Mesa, CA 92626.  
8 The Claim Form must be postmarked or received by October 5, 2009. If you need another Claim  
9 Form, contact the Claims Administrator. **If you do not properly submit a Claim Form, you will**  
10 **not receive any money from the Settlement.**

11 § 4.b. How Will My Settlement Share Be Calculated? CGLIC has agreed to pay up  
12 to \$3,300,000 to settle this case. From that Maximum Gross Settlement Amount, the following  
13 items shall be deducted: i) the Class Representative Payments (see § 6), (ii) a \$15,000 Private  
14 Attorney General Act (“PAGA”) Payment that will be distributed 75% to the California Labor and  
15 Workforce Development Agency and 25% to the eligible members of the California Class; (iii) Class  
16 Counsel Attorneys’ Fees and Costs Payment (see § 7); (iv) and the Claims Administrator’s fees and  
17 costs. The remainder is the “Maximum Settlement Distribution Amount”. The precise amount of  
18 the Maximum Settlement Distribution Amount cannot be determined at this time but, if the Court  
19 fixes the payments described above in the amounts requested by Plaintiff and if the Claims  
20 Administrator’s expenses are as expected, the parties presently estimate that the total amount of  
21 money paid to the class members (“Maximum Settlement Distribution Amount”) will be  
22 approximately \$2,400,000.

23 From data provided by CGLIC, the Claims Administrator will calculate each  
24 Claimant’s Settlement Share based on the total number of Compensable Days they were employed in  
25 a Covered Position during the applicable Covered Period. Each weekday that a Claimant was  
26 employed in a Covered Position during the applicable Covered Period will be counted as a  
27 Compensable Day – without regard to whether or not the Claimant actively worked that day.  
28 Covered Positions are those in which an hourly employee (in California for the California Class and

1 outside of California for the FLSA Class) was required to report to work, start up his or her  
2 computer, and log in, before being allowed to clock into an electronic timekeeping system (OMD),  
3 and was required to shut down the computer, after clocking out of OMD, and who were not  
4 compensated for such time. The Covered Period for the California Class is June 13, 2004 through  
5 July 10, 2009 and the Covered Period for the FLSA Class is June 13, 2006 through July 10, 2009.

6 Specifically, each Claimant's Settlement Share will be calculated as follows:

- 7 1. The total number of Compensable Days Employed by the California Class Members will  
8 be added to the total number of Compensable Days Employed by the FLSA Class  
9 Members. The sum of those two numbers shall be the "Total Compensable Days".
- 10 2. The "Dollars Per Day" will be calculated by dividing the Total Compensable Days into  
11 the Maximum Settlement Distribution Amount.
- 12 3. The Gross Settlement Amount allocated to each California and FLSA Class Member who  
13 timely submits a valid Claim Form and who is eligible to receive a payment under the  
14 Settlement will be calculated by multiplying the Dollars Per Day by the total  
15 Compensable Days Employed by that Class Member.
- 16 4. From this Gross Settlement Amount, deductions/withholding will be made for the  
17 employee's share of payroll taxes (and all other applicable deductions or withholding  
18 required by law or expressly authorized by the Settlement Class Member) and, to the  
19 extent that any unclaimed portion of the Maximum Settlement Distribution Amount is  
20 insufficient to cover them, for the Employer Payroll Taxes with the difference being the  
21 Net Settlement Amount.
- 22 5. In addition to the Net Settlement Amount, those members of the California Class who  
23 timely submit a valid Claim Form and who are eligible to receive a payment under this  
24 Settlement shall receive an Allocated PAGA Payment. The Allocated PAGA Payment  
25 for a California Settlement Class member will be calculated by dividing \$3,750 by the  
26 total number of Compensable Days Employed by those California Class Members who  
27 timely submit a valid Claim Form and then multiplying the quotient by the Claimant's  
28 number of Compensable Days Employed.

**Your estimated Settlement Share (Net Settlement Amount + Allocated PAGA  
Payment) is shown on your enclosed Claim Form. This is the estimated (gross) amount of  
money that you will receive if you timely submit a valid Claim Form. This amount was  
calculated under the assumption that Court awards the Class Representative Payments and the Class  
Counsel Attorneys' Fees and Costs Payment as requested and that the Claims Administrator's fees  
and costs are as anticipated. Your actual Settlement Share may be higher or lower.**

1           § 4.c. What if the Information on My Claim Form is Incorrect? The information on  
2 the Claim Form, and each Settlement Share, is based on CGLIC's official employment and payroll  
3 records. The Claim Form enclosed with this Notice identifies each Covered Position in which you  
4 were employed, the dates you held that position and the number of Compensable Days you were  
5 Employed. If you believe that any of the information on the Claim form is incorrect, you must  
6 follow the instructions in § 2 of the Claim Form, including providing the correct information and  
7 enclosing supporting documentation. Challenges will be resolved by the Claims Administrator  
8 without a hearing.

9           § 4.d. When Will My Share of the Settlement Be Distributed to Me? Within 30 days  
10 after the Court's order granting final approval of the Settlement becomes final and non-appealable,  
11 the Claims Administrator will mail Settlement Share checks to all Claimants who submitted valid  
12 and timely Claim Forms. It is expected that checks will be mailed out sometime in January 2010,  
13 but that date is subject to change. The Claims Administrator, working with Plaintiff's counsel and  
14 CGLIC, will diligently attempt to ensure that all eligible Claimants receive their Settlement Shares.

15           § 4.e. Settlement Share Checks Not Cashed Within Six Months Will Be Forfeited.  
16 If any Claimant who submitted a timely and valid Claim Form does not cash the check(s) for his or  
17 her Settlement Share within six (6) months after issuance, he or she will not receive any proceeds  
18 under the Settlement, and the Settlement Share proceeds represented by the check will be returned to  
19 CGLIC.

20           § 4.f. Tax Consequences. Half of each Settlement Share is considered a settlement  
21 of claims for wages subject to Form W-2 reporting and therefore will be reduced by normal payroll  
22 tax withholding and deductions. CGLIC's share of applicable payroll taxes (*i.e.*, the Employer  
23 Payroll Taxes) shall be paid in the first instance from the unclaimed portion, if any, of the Maximum  
24 Settlement Distribution Amount. In the unlikely event that the unclaimed portion of the Maximum  
25 Settlement Distribution Amount is insufficient to cover the entire amount of the Employer Payroll  
26 Taxes, the uncovered portion shall be deducted from the Maximum Gross Settlement Amount,  
27 which will have the effect of reducing your Individual Settlement Payment.



1           The other half of each Settlement Share is considered a settlement of claims for  
2 interest and penalties subject to Form 1099 reporting. Claimants will be responsible for all taxes  
3 owed based on this half of the Settlement Share.

4           You should consult your tax advisor regarding any questions about the tax  
5 consequences of the treatment of your Settlement Share.

6           § 4.g. What Happens If Some Class Members Do Not Submit Claim Forms?

7 CGLIC is only obligated to pay the claims of those individuals who timely submit valid Claim  
8 Forms. Thus, if not all the California and FLSA Class Members submit Claim Forms, CGLIC will  
9 pay less than the Maximum Gross Settlement Amount.

10 **5. RELEASE OF CLAIMS**

11           Under the Settlement, as of the date the Final Approval Order is entered by the Court,  
12 each and every California Class Member who does not timely and validly request not to participate  
13 in the Settlement releases CGLIC and its former and current parents, subsidiaries, and affiliated  
14 corporations, its officers, directors, employees, partners, shareholders, and agents, and any other  
15 insurers, successors, assigns, and legal representatives (the “Released Parties”), from any and all  
16 claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities,  
17 known or unknown, suspected or unsuspected, that the California Class Member had, now has, or  
18 may hereafter claim to have against the Released Parties that arise from or relate in any way to the  
19 time spent booting their computer up or down, regardless of whether such wage-and-hour related  
20 claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or  
21 other source of law (“the Released Claims”). The Released Claims specifically include, but are not  
22 limited to, those arising from or dependent upon alleged violations of the Fair Labor Standards Act,  
23 29 U.S.C. §201, *et seq.*, the Portal to Portal Act of 1947, 29 U.S.C. §251, *et seq.*, the California  
24 Labor Code (including Sections 201, 203, 226, 510, 1194, 1194.2, 1197 and 1198), the applicable  
25 Wage Orders of California’s Industrial Welfare Commission, the California Business and  
26 Professions Code, the California Private Attorney General Act (“PAGA”), and/or the law of any  
27 other state in which the California Class Member was employed by CGLIC.

1                   **Waiver of California Civil Code Section 1542:** With respect to the subject matter of  
2 their respective Released Claims, California Class Members expressly waive and relinquish the  
3 provisions, rights and benefits of section 1542 of the California Civil Code and any analogous law,  
4 statute, or rule. Section 1542 states:

5                   A general release does not extend to claims which the creditor does not know or  
6 suspect to exist in his or her favor at the time of executing the release, which if  
7 known by him or her must have materially affected his or her settlement with the  
8 debtor.

8                   **6. CLASS REPRESENTATIVE PAYMENTS**

9                   Plaintiffs will request that the Court approve a Class Representative Payment of  
10 \$10,000 for Plaintiff. This amount is in recognition of the service performed by Plaintiff in  
11 representing the Classes and advancing the litigation. This payment will be paid in addition to  
12 Plaintiff's Settlement Share as a Class Member. The Class Representative Payment will be paid  
13 only if the Court approves them.

14                   **7. CLASS COUNSEL ATTORNEYS' FEES AND COSTS PAYMENT**

15                   Plaintiff's counsel will request that the Court approve a payment of 25% of the  
16 Maximum Gross Settlement Amount (\$825,000) to compensate them for their time and effort in  
17 bringing this case, and that it award them an amount up to \$10,000 to reimburse them for the out-of-  
18 pocket costs they have incurred during the litigation. These amounts, if awarded, will be deducted  
19 from the Maximum Gross Settlement Amount. Plaintiff's counsel believe the attorneys' fees and  
20 costs requested are fair and reasonable. These fee and cost payments will be paid only if the Court  
21 approves them.

22                   **8. HOW TO OBJECT TO THE SETTLEMENT (IF DESIRED)**

23                   If you wish, you may object to the Settlement by submitting a written notice of  
24 objection. To be valid and effective, any objections must be postmarked or received by the Claims  
25 Administrator by September 21, 2009. The objection need not be in any specific form; a short and  
26 simple statement of your objection is sufficient. You may be represented by your own attorney, but  
27 you do not have to be to object. If you comment through an attorney, you will be solely responsible  
28 for the fees and costs of your own attorney. If you wish to present your objection at the Final

1 Approval Hearing scheduled for November 20, 2009 at 9:00 a.m., you must state your intention to  
2 do so in your written objection.

3 If you object to the Settlement, but wish to receive your individual settlement  
4 payment if the Settlement is approved, you must comply with the Claim Form submission  
5 requirements described in § 4. If the Court approves the Settlement despite any objections, and you  
6 have not properly submitted a Claim Form, you will not receive any money from the Settlement,  
7 even if you submitted an objection.

8 **9. HOW TO ELECT NOT TO PARTICIPATE IN THE SETTLEMENT (IF DESIRED)**

9 If you fall within the California Class definition provided in § 1.b, you are  
10 automatically a California Class Member, and will be bound by the Settlement's release of claims,  
11 unless you elect to be excluded from the Settlement. If you elect to be excluded from the Settlement,  
12 you will not receive any money from the Settlement, will not be bound by the Settlement, including  
13 its release of claims, and will be free to pursue your own claim against CGLIC (at your own  
14 expense). To be excluded, you must timely submit a written request not to participate in the  
15 Settlement that contains 1) your name, 2) your signature, 3) the last four digits of your Social  
16 Security Number; and 4) the following language:

17 I wish to opt out of the California Class in *Hazel v. Connecticut*  
18 *General Life Insurance Co.* I understand that, by this request to be  
19 excluded from the monetary settlement in this case, I am foregoing all  
20 monetary benefits from this Settlement and will receive no money  
21 from this Settlement. I understand that I may bring a separate legal  
22 action seeking damages, but might receive nothing or less than what I  
23 would have received if I had filed a claim under the class monetary  
24 settlement procedure in this case.

25 An Exclusion Form that satisfies these requirements is included with this Notice. If you mail your  
26 written request not to participate in the Settlement to the Claims Administrator, it must be mailed by  
27 registered or certified mail (return receipt requested), and postmarked by October 5, 2009. If you  
28 deliver your written request not to participate in the Settlement to the Claims Administrator by other  
means (professional delivery (*i.e.*, Federal Express, DHL or UPS), or personal delivery), it must be  
received by the Claims Administrator by October 5, 2009.

1 **10. FINAL SETTLEMENT APPROVAL HEARING**

2 The Court will hold a final approval hearing on November 20, 2009, at 9:00 a.m., in  
3 Courtroom 7 of the Court, located at 450 Golden Gate Avenue, San Francisco, CA 94102, before the  
4 Honorable Maxine M. Chesney, to determine whether the Settlement should be finally approved as  
5 fair, reasonable, and adequate. The Court will also be asked to approve Plaintiff's request for the  
6 Class Representative Payments and Plaintiff's counsel's request for the Class Counsel Attorneys'  
7 Fees and Costs Payment. The hearing may be postponed without further notice to the Class. **It is**  
8 **not necessary for you to appear at this hearing.** You may appear at the hearing if you wish but if  
9 you wish to object to the Settlement in person, you must have given notice of your objections against  
10 the Settlement under the procedures set forth in § 8.

11 **11. OTHER INFORMATION**

12 § 11.a. No Cost to You. The Settlement does not require you to pay money out of  
13 pocket. However, you are responsible for all taxes owed on your paid Settlement Shares.

14 § 11.b. Tax Advice Caveat. Any perceived tax advice in this Notice was not intended  
15 or written to be used, and it cannot be used by any recipient, for the purpose of avoiding any tax  
16 penalties that may be imposed on any person. This Notice imposes no limitation on the disclosure of  
17 the tax treatment or tax structure of any transaction. Plaintiff's counsel cannot give you tax advice.

18 § 11.c. This Notice Provides Only a Summary. This Notice provides only a summary  
19 of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are  
20 referred to the detailed Joint Stipulation of Class Settlement and Class Settlement Agreement and  
21 Release, which is on file with the Clerk of the Court. The pleadings and other records in this  
22 litigation, including the Settlement, may be examined at any time during regular business hours with  
23 the Clerk of Court, 450 Golden Gate Avenue, San Francisco, CA 94102, or online on through the  
24 Public Access to Court Electronic Resources system, known as "PACER," at  
25 <http://ecf.cand.uscourts.gov>. You also may contact Plaintiffs' counsel at the numbers listed below.

26 **Please do not telephone the court or CGLIC's counsel for information regarding this**  
27 **Settlement or the claim process.**

1           § 11.d. Questions. If you have questions, please feel free to contact the Claims  
2 Administrator at 888-654-1269. You can also check the website for this Class Action:  
3 <http://cglic.simpluris.net/>. If you would like to speak with an attorney, please contact Class Counsel  
4 (the attorneys who represent the Class):

5  
6           ERIC M. EPSTEIN  
Eric M. Epstein, APC  
Tel: 310-552-5366  
7 E-mail: EMEpstein@aol.com

8  
9           WALTER HAINES  
United Employees Law Group, PC  
10 Tel: 877-696-8378

11           MARK R. THIERMAN  
Thierman Law Firm  
12 Tel: 775-284-1500  
13 E-mail: laborlawyer@pacbell.net

## 14 **12. COURT APPROVAL**

15           Although the Court has reviewed the proposed Settlement, no decision has been, or  
16 will be, reached by the Court until the Final Approval Hearing on November 20, 2009. This Notice  
17 does not indicate that the Court has approved the Settlement.