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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JOSH HAZEL, on behalf of himself, the
general public, and all others similarly
situated,,

Plaintiffs,

v.

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY, a Connecticut
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 08-cv-03552-MMC

FLSA CLAIM FORM

**IF YOU ARE A MEMBER OF THE FLSA CLASS AND WANT TO RECEIVE YOUR
SHARE OF THIS CLASS ACTION SETTLEMENT, COMPLETE THIS FORM IN ITS
ENTIRETY, SIGN THE FORM AND MAIL OR PHYSICALLY DELIVER IT TO THE
ADDRESS BELOW NOT LATER THAN OCTOBER 5, 2009.**

Hazel v. CGLIC Class Action Settlement
Simpluris, Inc.
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

1 **1. Your Contact Information**

2 Please review and, if necessary, correct on the line to the right your contact information:

3 <<Name>> _____
4 <<Address>> _____
5 <<City>>, <<State>> <<Zip Code>> _____

6 If you wish, please add further contact information here. This will help the Claims
7 Administrator and/or Class Counsel to reach you in the event there are questions.

8 Telephone number (daytime): _____
9 Telephone number (evening) _____
10 E-mail: _____

11 **2. Your Employment in Covered Positions, Number of Compensable Work Days, and**
12 **Estimated Settlement Share**

13 You are entitled to a Settlement Share based on your total number of Compensable
14 Days Employed, which are the days you were employed in a Covered Position by Connecticut
15 General Life Insurance Company ("CGLIC") during the Covered Period. Covered Positions are
16 those that required you to report to work in a state other than California, start up your computer, log
17 in before being allowed to clock into an electronic timekeeping system, and required you to shut
18 down your computer after clocking out of the electronic timekeeping system without compensating
19 you for the boot-up and boot-down time. The Covered Period runs from June 13, 2006 to July 10,
20 2009.

21 According to CGLIC's records for the Covered Period, your Covered Position(s) and
22 dates of your Compensable Work Days are as follows:

23

Covered Position:	Dates of Employment in Position ¹	Number of Compensable Days Employed ²
REPEAT TABLE IF MORE THAN ONE COVERED POSITION		

24
25
26
27 ¹ NOTE: These are the dates in which all the conditions described under the definition of "Covered Position"
28 were satisfied. These dates may or may not be the same as the dates that you held the job title listed in the first column of this table. For example, if you initially used the OMD timekeeping system in your position but later switched to

1 Based on this information, your estimated Gross Settlement Payment is \$ and
2 that is the estimated (gross) amount that you will receive if you timely submit this claim form. The
3 amount of your estimated Gross Settlement Payment is calculated under the assumption that (i) the
4 Court grants final approval of the Settlement; (ii) the Court approves the amounts sought for the
5 Class Representative Payments, and the Class Counsel Attorneys' Fees and Costs Payment; (iii) the
6 Claims Administrator's fees and costs are as anticipated; and (iv) the unclaimed portion of the
7 Maximum Settlement Distribution Amount (\$3.3 million) is sufficient to cover CGLIC's portion of
8 the payroll taxes required by the settlement. Your actual Gross Settlement Payment may end up
9 being higher or lower than estimated.

10 If you believe that any of your employment history information charted above is
11 incorrect, please (i) correct that information in the space below (using additional paper if necessary),
12 and (ii) enclose documentary evidence supporting your correction(s).

13
14
15
16 **Note:** If you do not submit a correction with supporting documentation, you waive your right to
17 challenge the above pre-printed information. By submitting a correction, you are authorizing the
18 Claims Administrator to review CGLIC's records and make a determination based on CGLIC's
19 records and the records you submit. This determination may increase or decrease the value of your
20 share of the settlement. All such determinations by the Claims Administrator are final and binding
21 with no opportunity for further appeal.

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27 PeopleSoft (which does not electronically track employees' time), only the period of time you used OMD is listed here
as being compensable.

28 ² This is the number of weekdays in the period of time listed in the column to the left.

1 **3. Signature and Confirmation of Consent to Join Collective Action**

2 I declare under penalty of perjury under the laws of the United States that:

3 1. The information set forth above regarding my employment with Connecticut
4 General Life Insurance Co. (including any corrections I have made), is true and correct.

5 2. I understand that, in signing this form, I consent to join this collective action
6 pursuant to section 16(b) of the Fair Labor Standards Act, 29 U.S.C. § 216(b).

7 3. I wish to receive my share of the proposed Settlement.

8 _____, 2009.

9 Date

10 _____
11 Signature

12 _____
13 Typed or Printed Name

14 **4. Taxpayer Identification Number Certification**

15 **Substitute IRS Form W-9**

16 Enter your Social Security Number: - -

17 Under penalty of perjury, I certify that:

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

24 Note: If the IRS has notified you that you are subject to backup withholding, you must cross out item #2 above.

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

27 **5. Postmark Deadline**

28 **Your Claim Form must be POSTMARKED or DELIVERED (via professional
or personal delivery) on or before October 5, 2009. Federal Express, UPS, or DHL shall be
deemed a professional delivery service. A Claim Form postmarked or received by the Claims
Administrator later than this deadline will not be accepted absent good cause shown. A postage pre-
paid, self-addressed return envelope has been enclosed for your convenience. This Claim Form must
be mailed or delivered to the Claims Administrator at:**

1 *Hazel v. CGLIC Class Action Settlement*
2 Simpluris, Inc.
3 3176 Pullman Street, Suite 123
4 Costa Mesa, CA 92626
5 Tel: (888) 654-1269

6 **Questions?**

7 If you have questions regarding this Claim Form, please contact the Claims
8 Administrator at the number above. You can also check the website for this Class Action:
9 <http://cglic.simpluris.net/>.

10 If you would like to speak with an attorney, please contact Class Counsel (the
11 attorneys who represent the Class): Eric M. Epstein, by telephone at 310-552-5366 or Mark R.
12 Thierman, by telephone at 775-284-1500. You can also e-mail Mr. Epstein at EMEpstein@aol.com
13 or Mr. Thierman at laborlawyer@pacbell.net.