

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CENTRAL DISTRICT
Bautista v. Nijjar Realty, Inc., et al. Case No. BC 384602

CLAIM FORM

I. CLAIMANT IDENTIFICATION:

Please type or print the following identifying information:

«Barcode» Claim #: BITST-«Claim»-«CkDig»
«FName» «LName»
«Addr1» «Addr2»
«City», «ST» «Zip»

Name / Mailing Address Changes:

Social Security Number/ITIN (Last 4 Digits)

(_____) _____
Area Code Daytime Telephone Number

(_____) _____
Area Code Evening Telephone Number

(The Internal Revenue Service requires this information. Failure to provide it will result in the rejection of your claim.)

In order to be eligible to receive monetary recovery you must be a member of the Settlement Class and you must complete, sign and mail this Claim Form by first class mail or equivalent, postage paid, postmarked on or before February 8, 2010, addressed as follows:

MAIL TO:
Bautista v. Nijjar Realty, Inc., et al Claims Administration
c/o. Gilardi & Co. LLC
PO Box 8060
San Rafael, CA 94912-8060

* A self-addressed envelope is enclosed for your convenience.

INSTRUCTIONS

1. Please complete, sign and mail this Claim Form in order to be eligible for monetary recovery.
2. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator.
3. If found eligible, you should not expect to receive any payment until approximately April 1, 2010.

II. CLAIM INFORMATION:

Nijjar Realty, Inc.'s ("Nijjar Realty"), records reflect that you worked the following number of workweek for Nijjar Realty as a Maintenance Worker between January 30, 2004 and October 6, 2009: <<Work Weeks>

Is this number of workweeks worked accurate to the best of your knowledge? ___ Yes ___ No

If you answered no, please provide specific information regarding the number of workweek you worked, including the specific days worked. If additional room is required, please include additional pages and attach to this claim form.

III. SUBMISSION TO JURISDICTION OF COURT:

Claimant (the undersigned) submits this Claim Form under the terms of the Proposed Settlement described in the Order of Preliminary Approval. Claimant also submits to the jurisdiction of the Los Angeles County Superior Court with respect to Claimant’s claim as a Class Member and for purposes of enforcing the release of claims set forth in the Settlement Agreement. The full and precise terms of the proposed settlement are contained in the “JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE BETWEEN PLAINTIFFS AND DEFENDANTS NIJJAR REALTY, INC., PETE NIJJAR, AND MIKE NIJJAR” filed with the court. Claimant further acknowledges that Claimant is bound by and subject to the terms of any judgment that may be entered in this class action. Claimant agrees to furnish additional information to support this claim if required to do so.

IV. RELEASE OF CLAIMS

“Covered Claims” means any and all claims, demands, rights, liabilities, and/or causes of action asserted or that might have been asserted by Plaintiffs or Class Members against Defendants for (1) failure to pay overtime; (2) failure to provide meal and rest breaks; (3) failure to pay waiting time penalties; (4) failure to reimburse for work-related expenses; (5) inaccurate wage statements; and, (6) failure to pay accrued vacation upon separation of employment. See Plaintiff’s Motion For Class Certification (7) and any and all other claims or allegations raised in the Lawsuit (as defined in the attached Notice Of Proposed Class Action Settlement And Of Final Fairness and Approval Hearing), or based on any of the facts, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act that relate to or arise out of, in any way, the claims made and facts alleged in the Lawsuit. The Covered Claims include all claims for damages, restitution, injunctive relief, declaratory relief, or any other form of relief or remedy (whether based on contract, tort or statutory violation), as well as all claims for interest, penalties and attorneys’ fees. As to the Covered Claims, I hereby expressly waive the provisions of Section 1542 of the California Civil Code, as well as the provisions under any other federal or state statutes or common law principles of similar effect which prevent the release of unknown or unsuspected claims. Section 1542 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 IS KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

“Released Parties” means Defendants Nijjar Realty, Inc., Pete Nijjar, and Mike Nijjar and each of their respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, and any individual or entity that could be jointly liable with Defendants.

I understand that I will not be retaliated against because of my participation as a class member in this settlement, including but not limited to the submission of a claim.

By signing below, I have, fully, finally and forever released, relinquished and discharged each and all of the Released Parties from the Covered Claims.

I declare under penalty of perjury under the laws of the State of California that the foregoing statements are true, correct, and complete.

Date

Signature of Claimant

Print Name