

3. Do you wish to participate in the monetary recovery pursuant to the Settlement Agreement in *Willie Lopez, et al. v. Lowe's HIW, Inc., et al.*, Los Angeles Superior Court Case Number BC260702 (the "Action")?

Check one: YES NO

4. Defendant's personnel records state that the total compensation you earned from Defendant between **October 29, 1997 and April 23, 2009** is _____, as reported on your W-2 form(s). If you submit a valid and timely claim form, you will receive approximately \$103 (before taxes) for every \$10,000 that you earned between **October 29, 1997 and April 23, 2009**.

5. If you believe that the total compensation is incorrect, you must provide a written explanation of your basis for disputing Defendant's records. You must provide your written explanation, along with copies of any relevant documents supporting your explanation, in the same envelope in which you return your signed, completed Claim Form. Defendant will respond in writing to your written explanation. You will thereafter have the opportunity to reply to Defendant's response. If a dispute remains after your reply, the Claims Administrator for this settlement will rule upon the dispute. The Claims Administrator's decision will be final, binding, and non-appealable.

6. If your wages are subject to supplemental tax withholding as a result of a lien or outstanding debt or if you are currently a party in a bankruptcy proceeding, please indicate so by checking this box:

7. My portion of the recovery shall be mailed to me at the following address (if different from the pre-printed address above):

Last Name

[Redacted grid for Last Name]

First Name

[Redacted grid for First Name]

Address

[Redacted grid for Address]

City

[Redacted grid for City]

State

[Redacted grid for State]

Zip Code

[Redacted grid for Zip Code]

III. DECLARATION AND ACKNOWLEDGEMENT OF RELEASE OF CLAIMS.

I declare under penalty of perjury that while I was employed by Defendant during the Class Period as an hourly paid employee in California, on one or more occasion(s) I performed work "off the clock." For the purposes of this settlement, "off the clock" includes time spent helping customers before clocking in or after clocking out, being "locked in" the store at the end of a shift, having a meal or rest break interrupted, and any other time spent under the Defendant's control when not clocked in during the Class Period.

By signing this Claim Form, I understand, acknowledge, and agree that my total recovery will be the amount provided in the Settlement Agreement, subject to the terms of the Settlement Agreement, and I will be releasing and discharging all of the "Released Claims" (as defined in the Settlement Agreement) against the "Released Parties" (as defined in the Settlement Agreement) and which are also described in detail in section VII (entitled "Release and Waiver") of the Notice of Settlement that I received and reviewed.

I declare under penalty of perjury pursuant to the laws of the State of California that the information provided in this Claim Form and the foregoing statements are true, correct, and complete.

Print Name: _____
Last First Middle

Executed Date: [MM][DD][YEAR], at _____, _____ State

Signature: [Redacted Signature Line]