

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

LAWRENCE BABINSKI on behalf of)
himself and all others similarly situated,)
)
Plaintiff(s),)
)
vs.)
)
PILOT and ASSOCIATES, INC., PILOT)
CATASTROPHE Alabama corporations;)
and DOES 1 to 100, inclusive,)
)
Defendant(s).)
)
_____)

CASE NO. 98-8459 JSL (VAPx)

CLASS ACTION

PROOF OF CLAIM AND RELEASE

GENERAL INSTRUCTIONS

1. **To recover as a Member of the Class based on your claims in the above action (the "Litigation"), you must (1) complete the Proof of Claim with your identifying information; (2) date and sign the Release; and (3) return the completed Proof of Claim and signed Release to the Claims Administrator postmarked on or before February 26, 2001.**

2. **You must mail your completed and signed Proof of Claim and Release postmarked on or before February 26, 2001, to the Claims Administrator at the following address:**

Pilot Adjusters Overtime Litigation
2801 Ocean Park Boulevard, PMB #253
Santa Monica, CA 90405

3. If you fail to submit a properly addressed Proof of Claim and Release your claim may be rejected and you may not be allowed to participate in any recovery from the Settlement Fund created by the proposed settlement of the Litigation.

4. If you are a Member of the Class and you did not timely request exclusion as provided in the accompanying Notice, you will be bound by the terms of any judgment entered in the Litigation, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.**

5. Submission of this Proof of Claim and Release does not ensure that you will share in the proceeds of settlement in the Litigation.

6. Submission of a false or fraudulent claim can subject you to civil or criminal penalties and/or further orders of the Court.

7. You must complete all parts of this Proof of Claim and Release. **THIS CLAIM MUST BE FILED AND SIGNED BY THE ACTUAL CLASS MEMBER.**

8. The Social Security or taxpayer identification number and telephone number of the Class Member may be used in verifying the claim, and for employment tax withholding purposes. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
Babinski v. Pilot and Associates, Inc., et al.,
C.A. No. 98-8459 JSL (VAPx)

PROOF OF CLAIM

Must be Postmarked No Later Than:

February 26, 2001

Please Type or Print
CLAIMANT INFORMATION

Class Member's Name (First, Middle, Last)

Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Social Security Number or
Taxpayer Identification Number

Individual

Corporation/Other

(_____) _____ (home)
Telephone Number

(_____) _____ (work)
Telephone Number

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court for the Central District of California with respect to my claim as a Class Member and for purposes of enforcing the release set forth herein and any judgment that may be entered in the Litigation. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation. I agree to furnish additional information to the Claims Administrator or to Plaintiff's Lead Counsel to support this claim if required to do so. I have not submitted any other claim covering the same dates of employment during the Class Period and know of no other person having done so on my behalf.

Please review and sign the following Release to make a claim: Claim forms without a signature will not be processed.

RELEASE

Definitions

1. "Pilot" or "Defendants" means Defendants Pilot and Associates, Inc., Pilot Catastrophe Services, Inc. and Pilot Temporary Services, Inc. and all of their past and present directors, officers, shareholders, predecessors, successors, parents, partners, subsidiaries, divisions and its Related Parties or affiliated entities.
2. "Released Person" means each and all of the Defendants, Defendants' insurance carrier clients for whom the Class Members performed the adjusting, scoping, estimating, or related services that gave rise to their claims, and their Related Parties.
3. "Related Parties" means each of a Person's past or present directors, officers, employees, partners, joint employers, principals, agents, underwriters, issuers, insurers, co-insurers, reinsurers, shareholders, attorneys, accountants, auditors, advisors, personal representatives, predecessors, successors, parents, subsidiaries, divisions, assigns, spouses, heirs, associates, related or affiliated entities, or any members of their immediate families. In the case of Defendants, "Related Parties" also includes any and all insurance adjusting companies in which any members of the Pilot immediate family, individually or collectively, is a controlling shareholder.
4. "Class Member" means any person who performed adjusting, scoping, estimating, or related services for Defendants in the United States of America or any of its Territories during the Class Period, and who worked but was not paid overtime and/or benefits. Not included in the Class are the Defendants, their principals, shareholders and directors, and members of their immediate families, their Related Parties, individuals who have previously released the claims covered by the Class, and those Class Members who timely and validly request exclusion from the Class pursuant to the Notice of Pendency and Settlement of Class Action.
5. "Class Period" means the period from January 17, 1994, through and including December 20, 1999.

Release

A. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge each and all of the Defendants, Released Persons, and their Related Parties from any and all "Released Claims."

B. "Released Claims" collectively means and includes any and all claims or causes of action, including "Unknown Claims" as defined below, that have been or could have been asserted by the Representative Plaintiff or the Class Members, or any of them, against the Defendants, Released Persons, and any Related Parties in the complaint based upon or related to non payment of overtime wages and benefits in accordance with the California Labor Code or any federal law or law of any other State or Territory, and any implementing or other regulations in connection with the performance of adjusting, scoping, estimating, or related services for or on behalf of Defendants in the United States of America or any of its Territories during the Class Period and transactions, events, occurrences, acts or omissions which were or could have been alleged in the Litigation.

C. "Unknown Claims," as used in the definition of Released Claims above, means any Released Claims which the Representative Plaintiff or any Class Member does not know or suspect to exist in his or her favor at the time of the release of the Released Claims which, if known by him or her, might have affected his or her settlement with and release of the Released Persons, or might have affected his or her decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, each of the Representative Plaintiffs shall expressly and the Class Members shall be deemed to, and by operation of the Judgment shall, waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides:

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

The Representative Plaintiff shall expressly, and each Class Member shall be deemed to, and upon the Effective Date and by operation of the Judgment shall, also waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Representative Plaintiff and each Class Member may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but hereby stipulate and agree that each Representative Plaintiff and Settlement Class Member does, upon the Effective Date, fully, finally, and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

D. This Release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Judgment becomes effective as to all Defendants on the Effective Date (as defined in the Stipulation).

E. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this Release or any other part or portion thereof.

F. I agree and acknowledge that all applicable California and federal employment taxes will be withheld from the settlement payment I receive, and that the settlement payment will be reported on a W-2 form.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release Form was executed this ____ day of _____, 200__, in _____.
(Month) (City, State, Country)

(Sign your name here)

(Type or print your name here)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please fully complete the Proof of Claim with your identifying information and sign the above release and declaration.
2. Keep a copy of your Proof of Claim form for your records.
3. If you desire an acknowledgment of receipt of your Proof of Claim form, please send it Certified Mail, Return Receipt Requested.
4. If you move, please send us your new address.
5. This form must be mailed to Pilot Adjusters Overtime Litigation, 2801 Ocean Park Boulevard, PMB #253, Santa Monica, CA 90405 and postmarked by February 26, 2001.