

STIPULATION OF SETTLEMENT AND RELEASE

This stipulation of settlement and release (“Stipulation of Settlement”) is made and entered into by and between Plaintiff Jeffrey Allen (“Plaintiff” or “Class Representative”), individually and on behalf of all others similarly situated, and Defendant UtiliQuest, LLC, (“UtiliQuest” or Defendant”) (Plaintiff and Defendant shall be collectively referred to as the “Parties”), and their respective counsel of record, subject to the terms and conditions hereof and the Court’s approval. This Stipulation of Settlement is a global resolution which, subject to Court approval, is intended to be a full and final resolution of both Plaintiff’s class and individual claims, pending in the San Francisco County Superior Court.

A. Recitals

1. On October 31, 2012, Plaintiff filed a putative class action complaint against UtiliQuest in the Superior Court of California, County of San Francisco, Case No. CGC-12-525644, entitled *Jeffrey H. Allen v. UtiliQuest, LLC, et al.* The complaint set forth two causes of action on behalf of a putative class of systems specialists. Defendant’s official title for the position is “Locator/Damage Prevention Specialist,” referred to herein as “Locators.” The complaint alleged causes of action on behalf of Plaintiff and on behalf of a proposed class of Locators for: (1) Violation of Cal. Lab. Code § 1194 for the failure to pay for all regular and overtime hours worked; and (2) Violation of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, based on alleged violations of Cal. Lab. Code §§ 201-204, 212, 226, 510, 558, 1194, 1198, and 2698 et seq., and other provisions of California common and/or statutory law.

2. On December 4, 2012, Plaintiff filed a first amended complaint alleging the same claims as alleged in his original complaint on behalf of Plaintiff and on behalf of a proposed class of Locators, and an additional claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2699 et seq., premised on alleged violations of Cal. Lab. Code §§ 201, 202, 203, 204, 226, 510, 512, 558, 1174, 1194 and 2699.5, and applicable California Industrial Wage Commission (“IWC”) Wage Orders on behalf of himself and other aggrieved employees.

3. On January 4, 2013, UtiliQuest removed the action to the United States District Court for the Northern District of California. On July 26, 2013, the District Court granted Plaintiff’s motion to remand. On September 26, 2013, UtiliQuest once again removed this matter to the United States District Court. On January 8, 2014, the District Court again granted Plaintiff’s motion to remand.

4. On May 29, 2014, after approximately 17 months of highly contested, hard fought litigation, involving significant law and motion practice, including the above-mentioned remand motions, filing of a motion for class certification by Plaintiff and multiple filings of a motion for summary judgment by Defendant, written discovery, the extensive exchange of documents and information by the Parties, the deposition of Defendant’s person most knowledgeable pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, and Plaintiff’s deposition, the Parties participated in a mediation with the highly-regarded class action mediator Susan Haldeman in San Francisco, California. The Parties were not able to reach a resolution during that mediation session. It was only after over a month of additional negotiations, with the assistance of Ms. Haldeman, that the Parties reached an agreement to resolve the disputes and claims between Plaintiff, on behalf of the class of Locators, and Defendant. The agreement between the Parties is memorialized in this Stipulation of Settlement.

B. Definitions

5. "Action" means the civil action entitled, *Jeffrey H. Allen v. UtiliQuest, LLC, et al.*, Superior Court of California, County of San Francisco, Case No. CGC-12-525644, initially filed on October 31, 2012 and amended on December 4, 2012.
6. "Administration Costs" means the actual and direct costs reasonably charged by the Settlement Administrator for its services in administering the Settlement, currently projected by the Parties not to exceed Fifteen Thousand Dollars (\$15,000.00). Administrative Costs allocated but not paid to the Settlement Administrator shall be added to the Net Settlement Proceeds.
7. "Claim Form" means a proof of claim and release in substantially the form as Exhibit 1, attached hereto.
8. "Claims Deadline" means the date thirty (30) days following the date on which the Settlement Administrator first mails the Notice and Claim Form to the Class Members.
9. "Claimants" means those Class Members who submit a timely and valid Claim Form.
10. "Class Counsel" means Plaintiff's counsel, Workman Law Firm, PC.
11. "Class Member Contact Information" means a list of all Class Members, including their first and last name, last known address, last known telephone number, social security number, and the number of Individual Work Weeks as reflected in Defendant's records.
12. "Class Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action contingent or accrued for, which arise from or are reasonably connected with the factual allegations and claims asserted in the Action including, without limitation, any and all claims for alleged wage and hour violations under California law, including claims under California Labor Code Sections 201, 202, 203, 204, 212, 226, 510, 558, 1174, 1194, 1198, and 2698 et seq. and California Business & Professions Code Section 17200 et seq., claims for restitution and other equitable relief, compensatory and statutory damages, penalties under California law of any nature whatsoever, or any other benefit claimed on account of the allegations asserted in the Action arising from October 31, 2008 through May 31, 2014.
13. "Class Representative" means Plaintiff Jeffrey H. Allen.
14. "Complaint" means the complaint filed in the Action on or about October 31, 2012 and the amended complaint filed in the Action on or about December 4, 2012.
15. "Court" means the Superior Court of the State of California, County of San Francisco.
16. "Class Period" is the period from October 31, 2008 through May 31, 2014.
17. "Defendant's Counsel" means the law firm of DLA Piper, LLP (US).
18. "Exclusion Letter" means a letter submitted by a Class Member to the Settlement Administrator and postmarked by the Objection/Exclusion Deadline that requests exclusion from the Settlement. The Exclusion Letter must include the Class Member's full name, current home (or mailing) address, telephone number and the last four digits of the Class Member's Social Security

number, and the following statement “I wish to be excluded from the Settlement of the case entitled *Jeffrey H. Allen v. UtiliQuest, LLC, et al.*, Superior Court of California, County of San Francisco, Case No. CGC-12-525644.”

19. “Fee and Expense Award” means such award of fees and costs/expenses as the Court may authorize to be paid to Class Counsel for the services they have rendered and will render to Plaintiff and the Class in the Action. The Fee and Expense Award will not exceed 28% of the Maximum Settlement Amount (\$168,000.00), plus Class Counsel’s actual out-of-pocket costs/expenses in prosecuting this Action, which will not exceed Twenty-Two Thousand Dollars (\$22,000.00), subject to proof.

20. “Final Approval” means that the Court has entered an order granting final approval of the Settlement and entered Judgment pursuant to the terms of the Settlement.

21. “Final Approval Order and Judgment” means the Order granting final approval of the Settlement and the entering of Judgment, issued by the Court within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rule 3.769 of the California Rules of Court.

22. “Individual Settlement Payment” means the portion of the Net Settlement Proceeds distributable to each Claimant based on that Claimant’s Individual Work Weeks.

23. “Individual Work Weeks” means weeks of employment as a Locator for each Class Member as reflected by Defendant’s corporate and business records, exclusive of leaves of absence. Time spent by Class Members performing work while holding any job title other than Locator is specifically excluded from the Individual Work Weeks and shall not be used to compute Individual Settlement Payments.

24. “Judgment” means the judgment entered by the Court in connection with the Court granting Final Approval of the Settlement.

25. “Maximum Settlement Amount” means Six Hundred and Thousand Dollars (\$600,000.00). This is the maximum sum that Defendant may be required to pay in settlement of this Action under the terms of this Settlement, including all attorneys’ fees, costs and taxes.

26. “Mediator” means Susan Haldeman, Esq.

27. “Named Plaintiff Award” means the sum paid to Plaintiff Jeffrey H. Allen in recognition of his effort in obtaining the benefits of the Settlement and for his general release of claims. The Named Plaintiff Award shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

28. “Net Settlement Proceeds” means the Maximum Settlement Amount less the Fees and Expense Award, the Named Plaintiff Award, the PAGA Payment, and Administration Costs, as approved and awarded by the Court.

29. “Notice” means the Court-approved form of notice to Class Members, substantially in the form as Exhibit 2, attached hereto.

30. “Objection/Exclusion Deadline” means the date thirty (30) days following the date on which the Settlement Administrator first mails the Notice and Claim Form to the Class Members.

31. "PAGA Payment" means the sum of Five Thousand Dollars (\$5,000.00), which shall be allocated from the Maximum Settlement Amount to pay all applicable penalties under PAGA to the Labor and Workforce Development Agency ("LWDA"). Seventy-five percent (75%) of this sum (\$3,750) shall be paid to the LWDA, and the remainder shall be included in the Net Settlement Proceeds and distributed to Claimants.

32. "Parties" means Plaintiff and Defendant, collectively.

33. "Payment Obligation and Class Release Date" means when the Final Approval of the Settlement can no longer be appealed by an objector in the event of an objection, or in the absence of an objection by an objector, five (5) days after entry of Judgment. If objections are heard by the Court and overruled, and no appeal is taken of the Judgment by an objector, then the Payment Obligation and Class Release Date will be sixty-five (65) days after the entry of Judgment. If any appeal is taken from the Court's overruling of any objections to the Settlement, then the Payment Obligation and Class Release Date will be ten (10) days after all appeals are withdrawn or after an appellate decision affirming the Final Approval Order and Judgment becomes final. Defendant shall not be required to fund any portion of the Maximum Settlement Amount and the Settlement Administrator shall not distribute or pay any monies, unless and until all such appeals have been finally resolved or dismissed with prejudice. All payments required by this Settlement shall be made within fifteen (15) days of the Payment Obligation and Class Release Date.

34. "Payroll Taxes" means the employer's portion of FICA, FUTA, and all other state and federal payroll taxes and shall be paid from the Net Settlement Proceeds.

35. "Percentage Share" means each Class Member's Individual Work Weeks divided by the Total Work Weeks.

36. "Preliminary Approval" means that the Court has entered an order preliminarily approving the terms and conditions of this Stipulation of Settlement in all material respects, including the Notice and the manner of providing notice to Class Members.

37. "Released Parties" means UtiliQuest, LLC, and each of its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, members, servants, employees, agents, attorneys, insurers, predecessors, representatives, accountants, past, present, and future, successors and assigns, and each and all of their respective officers, partners, directors, members, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

38. "Settlement" means the terms and conditions set forth in this Stipulation of Settlement.

39. "Settlement Administrator" means Heffler Claims Group LLC or such other entity which the Parties mutually agree shall serve as Settlement Administrator.

40. "Settlement Class" or "Class" means all individuals employed by UtiliQuest as a Locator from October 31, 2008 to May 31, 2014. Such individuals shall be referred to as "Class Members."

41. "Total Work Weeks" means the sum of all Individual Work Weeks for all Class Members.

C. General

42. Defendant denies any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it complied at all times with the California Labor Code, the Industrial Welfare Commission Wage Orders, and the California Business and Professions Code. Defendant further contends that if this Action were to be litigated, class certification would be inappropriate.

43. The Class Representative believes that the Action is meritorious and that class certification is appropriate.

44. Class Counsel conducted a thorough investigation into the facts of the Action, including formal discovery and extensive informal discovery and exchange of information. This exchange of information included UtiliQuest's Employee Handbook and other policies and procedures applicable to Class Members, information regarding the number of miles driven by Class Members to and from first and last job sites, Class Member payroll data, and Class Member work history data. The Parties also conducted depositions to fully understand the claims and defenses thereto asserted in the Action. Class Counsel is knowledgeable about and performed extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Based on documents obtained from Defendant through discovery, the forgoing data, and on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues. Further, the Class Representative has carefully evaluated the terms of the Settlement, and, based on that review, determined that it is fair and reasonable, and therefore hereby waives his right to object to the Settlement or appeal any aspect of the Settlement. Any such objection or appeal shall therefore be void and of no force or effect. Defendant agrees not to dispute that the Settlement is fair, reasonable and adequate.

45. The Parties stipulate and agree to the conditional certification of the Class for purposes of this Settlement only. Should, for whatever reason, the Court not grant Final Approval, or if any appellate court fails to approve the Settlement, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendant expressly reserves its right and declares that it intends to oppose class certification vigorously should the Court not grant Final Approval of this Settlement. If the Court fails to approve the Settlement, or if any appellate court fails to approve the Settlement, resulting in a failure to reach the Payment Obligation and Class Release Date: (1) the Settlement memorialized in this Stipulation of Settlement and any previous Memorandum of Understanding ("MOU") shall have no force and effect and no Party or any Class Member shall be bound by their terms; (2) Defendant shall have no obligation to make any payments to Class Counsel or any Class Member; (3) any Preliminary Approval, Final Approval, Final Approval Order and Judgment, including any order regarding class certification, shall be vacated; and (4) this Stipulation of Settlement, the MOU and all negotiations, statements, and data relating thereto shall be protected by California Evidence Code section 1152 and 1154, and shall be without prejudice of the rights of the Parties, both of whom shall be restored to their respective positions in this Action prior to the Settlement.

46. UtiliQuest's California Company Vehicle Policy states that Locators have the option to commute in a company owned vehicle. As of May 31, 2014, all Locators have signed an acknowledgement form reaffirming (or changing) their election to take a company vehicle home.

D. Settlement Components

47. The Settlement in this Action has five components: (1) the Individual Settlement Payments and the applicable Payroll Taxes; (2) the Named Plaintiff Award; (3) the Fee and Expense Award; (4) the Administration Costs; and (5) the PAGA Payment. All of these components are included in the Maximum Settlement Amount, which shall be the maximum amount Defendant will pay in this Settlement. Defendant is entitled to retain certain unclaimed funds provided however that, at a minimum, 50% of the Net Settlement Proceeds will be funded and paid for upon the occurrence of the Payment Obligation and Class Release Date in accordance with the terms of this Settlement (the "Minimum Funding Commitment"). If the total Individual Settlement Payments plus all applicable Payroll Taxes equal less than 50% of the Net Settlement Amount based on the Claims submitted by the Claimants, the Settlement Administrator shall proportionately increase the Individual Settlement Payments and Payroll Taxes, as applicable, for each Claimant based on each Claimant's Individual Work Weeks, in order to ensure that the Minimum Funding Commitment is achieved. Any unclaimed amounts above 50% of the Net Settlement Proceeds shall be the exclusive property of Defendant.

(a) **Payroll Taxes:** The Net Settlement Proceeds includes the Payroll Taxes attributed to the Individual Settlement Payments. The Settlement Administrator will compute Payroll Taxes based on the amounts paid to the Claimants. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

(b) **Calculation of the Individual Settlement Payments:** The Settlement Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Stipulation of Settlement and any orders of the Court. The Parties agree that the formula for allocating the Individual Settlement Payments to Claimants provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to each Claimant based on each Claimant's duration of employment as a Locator during the Class Period.

It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Claimants all applicable payroll and employment taxes, including all applicable federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. Each Claimant's share of all applicable payroll and employment taxes withheld and deposited with the applicable governmental authorities in accordance with this Settlement shall be a part of, and paid out of, the Individual Settlement Payment to each Claimant. Each Claimant will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Claimant receives pursuant to this Stipulation of Settlement.

The Parties have agreed that, subject to the Minimum Funding Commitment, the Individual Settlement Payments will be calculated on the basis of the number of Individual Work Weeks. The Individual Settlement Payments will be allocated as follows: 50% as wages, which portion is be subject to required tax withholdings, 45% as statutory penalties and 5% as interest. The portion of each Individual Settlement Payment constituting penalties and interest will be paid without

withholding and shall be reported on an IRS Form 1099. The portion allocated to wages shall be reported on an IRS Form W-2.

(c) **Named Plaintiff Award:** Defendant agrees not to object to Class Counsel's request for the Named Plaintiff Award to the Class Representative. The Named Plaintiff Award will be paid in addition to Plaintiff's Individual Settlement Payment. Should the Named Plaintiff Award approved by the Court be less than the amount sought, the difference shall be added to the Net Settlement Proceeds. The Named Plaintiff Award shall be reflected on an IRS Form 1099 and no taxes shall be withheld from the Named Plaintiff Award.

Plaintiff agrees not to object to the Settlement, request exclusion from the Settlement or appeal any aspect of the Settlement. Any such objection, request for exclusion, or appeal shall therefore be void and of no force or effect. The Named Plaintiff Award is paid in exchange for Named Plaintiff's work in this case and for his agreement to execute a general release of all Released Parties for all claims, demands, rights, liabilities, and causes of action, including without limitation known or unknown claims, whether for economic damages, non-economic damages, punitive damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorneys fees, costs, or other monies or remedies. This release by Plaintiff includes all federal and state statutory claims, and federal and state common law claims (including but not limited to those for contract, tort, and equity), including, without limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, including section 132a claims, and claims for additional compensation relating to stock options. Plaintiff acknowledges the language of Section 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 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is his intention to settle fully and release all of the claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. The Named Plaintiff Award shall be paid to Plaintiff specifically in exchange for the general release of the Released Parties from all claims, including those specified in this paragraph and a covenant not to sue the Released Parties.

(d) **Class Counsel's Fees and Costs:** Defendant agrees not to object to Class Counsel's request for its Fee and Expense Award. Should the Fee and Expense Award approved by the Court be less than the amount sought, the difference shall be added to the Net Settlement Proceeds. A Form 1099 will be issued to Class Counsel's firm with respect to the award of attorneys' fees and costs. Payment of the Fee and Expense Award to Class Counsel shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action incurred by any attorney on behalf of Plaintiff or the Class, and shall relieve Defendants and Defendants' Counsel of any other claims or liability to any

other attorney or law firm for any attorneys' fees, expenses and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or the Class. Upon receipt of the Fee and Expense Award, Class Counsel, Plaintiff and the Class will be deemed to have released Defendants from any and all claims for fees and costs resulting from the Action.

E. Release by the Class.

48. Upon the Payment Obligation and Class Release Date, all Class Members (other than those who submit a timely and valid Exclusion Letter) will fully release the Class Released Claims against the Released Parties, regardless of whether they submit a Claim Form. The Class Members (other than those who submit a timely and valid Exclusion Letter) agree not to sue or otherwise make a claim against any of the Released Parties for the Class Released Claims. The Individual Settlement Payments shall be paid to Claimants specifically in exchange for the release of the Released Parties from the Class Released Claims and the covenant not to sue concerning the Class Released Claims. As to the Class Released Claims, the Class Members each waive all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and do so understanding the significance of that waiver. 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 IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

F. Preliminary Approval

49. Class Counsel shall promptly prepare and file a motion for preliminary approval of this Settlement and request a hearing before the Court to seek Preliminary Approval of the Settlement on the earliest practical date. In conjunction with such hearing, Class Counsel shall submit this Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

G. Notice and Claim Process.

50. Within ten (10) calendar days after entry of the order granting Preliminary Approval, Defendant shall provide the Settlement Administrator with the Class Member Contact Information. The Class Member Contact Information shall not be disclosed to Class Counsel, Plaintiff or any Class Member (other than the individual to whom the information pertains) without the written consent of Defendant (although redacted information omitting Class Members' personal identifying information shall be provided to Class Counsel upon request).

51. Within ten (10) calendar days after receiving the Class Member list from Defendant or as soon thereafter as practicable, the Settlement Administrator shall send the Notice and Claim Form via first class mail to all Class Members. Prior to mailing, the Settlement Administrator will check the addresses provided by Defendants through the National Change of Address System and/or utilize any other process designed to ensure the accuracy of the Class Member addresses.

52. At least ten (10) calendar days prior to the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice and Claim Form to counsel for all Parties.

53. For purposes of this Stipulation of Settlement, a Claim Form shall be deemed valid only if the Class Member has properly completed, dated and signed the Claim Form and returned the Claim Form by the Claims Deadline. If the Settlement Administrator receives a Claim Form on or before the Claims Deadline but the Claim Form is defective, then within five (5) calendar days of its receipt of the defective Claim Form, the Settlement Administrator shall, after retaining a copy of the defective form, mail the defective Claim Form back to the Class Member with instructions on how to cure the defect(s) and instructions that the corrected Claim Form must be received by the Settlement Administrator by the original deadline set forth on the Notice or ten (10) calendar days after the mailing of the defective Claim Form (whichever is later). If the Class Member's Claim Form remains defective after this opportunity to cure, unless the Parties agree otherwise, the Claim Form shall be rejected by the Settlement Administrator and the Settlement Administrator shall send that person a notice stating the reason the Claim Form was rejected.

54. To the extent a Claimant disputes the Individual Work Weeks shown in his or her Claim Form, the Claimant may produce written evidence to the Settlement Administrator establishing the dates he or she contends to have worked as a Locator during the Class Period. Defendant's records will be presumed determinative. The Settlement Administrator shall notify counsel for the Parties of any disputes and provide counsel for the Parties with all pertinent information. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall resolve any disputes and notify counsel for the Parties of its decision.

55. Absent good cause as determined by the Court, the Settlement Administrator's determination of eligibility for any Individual Settlement Payment under the terms of this Stipulation of Settlement shall be conclusive, final and binding on the Parties and all Class Members, so long as the Settlement Administrator has first consulted with the Parties regarding any disputes or questions as to eligibility.

56. The Notice shall provide that Class Members who wish to exclude themselves from the Settlement must submit an Exclusion Letter by the Objection/Exclusion Deadline. Any Class Member who properly requests exclusion using this procedure will not be entitled to any payment from the Settlement and will not be bound by the Stipulation of Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely Exclusion Letter shall be bound by all terms of the Stipulation of Settlement and any Judgment entered in the Action if the Settlement is approved by the Court, regardless of whether the Class Member submits a timely and valid Claim Form.

57. If ten percent (10%) or more of the Class Members timely submit an Exclusion Letter, Defendant shall have the exclusive right to rescind the Settlement, and the Settlement and all actions taken in its furtherance will be null and void. Defendants shall make their election within ten (10) days after the Claims Administrator notifies the Parties of the number of timely Exclusion Letters received, which the Claims Administrator will do within ten (10) days after the deadline for submission of Exclusion Letters. Neither Party will encourage any Class Members to opt out of or object to this Settlement.

58. To object to the Settlement, a Class Member must file his or her objection with the Court and serve it on both Parties no later than the Objection/Exclusion Deadline. The objection must be in writing and set forth the specific grounds for objection. The objection must also indicate whether the objector plans to appear at the final approval hearing. The failure to so indicate will constitute a waiver of the right to appear at the hearing. A Class Member who does not file and serve an objection

in the manner and by the deadline specified above will be deemed to have waived all objections and will be foreclosed from making any objection to the Settlement, whether by appeal or otherwise.

59. Class Members desiring to submit a Claim Form must mail or send via facsimile a completed Claim Form to the Settlement Administrator by the Claims Deadline. The timeliness of submitted Claim Forms will be determined by valid postmark (if mailed) or the date sent (if faxed). In the event that Claim Form is sent by mail and the postmark is illegible, the Claim Form shall be deemed timely if it is received within three (3) business days after the Claims Deadline.

60. If a Class Member submits both a timely and valid Exclusion Letter and a Claim Form, the Claim Form is controlling.

61. Defendants will provide the Settlement Administrator with sufficient funds to make all payments due to the Class Representative, Class Counsel, the LWDA, the Settlement Administrator, and the Claimants, plus any owed Payroll Taxes within fifteen (15) calendar days after the Payment Obligation and Class Release Date.

62. The Settlement Administrator will mail or wire all required payments no later than five (5) calendar days after receipt of the settlement funds from UtiliQuest. If a Claimant's check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Claimant at his or her correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments will become void and no longer available if not cashed within one twenty days (120) calendar days after mailing. The amounts represented by checks remaining uncashed after the 120-day deadline will be returned to Defendant. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendants' Counsel.

63. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

H. Motion for Final Approval.

64. Plaintiff shall prepare and timely file the motion for final approval and request Final Approval and entry of Judgment and request a hearing before the Court to seek Final Approval on the earliest practical date.

I. No Effect on Employee Benefits.

65. The Individual Settlement Payments paid to Claimants and the Named Plaintiff Award paid to Plaintiff shall be deemed not to be "pensionable" earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.* vacation, retirement plans, etc.) of Claimants or Plaintiff. The Parties agree that any Individual Settlement Payments or Named Plaintiff Award paid to Claimants or Plaintiff under the terms of this Stipulation of Settlement do not represent any modification of Claimants' or Plaintiff's previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program. Further, any Individual Settlement Payments or Named Plaintiff Award paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or

program sponsored by Defendant. No benefit, including but not limited to 401K benefits, shall increase or accrue as a result of any payment made as a result of this Settlement.

J. Parties' Authority.

66. The signatories hereto represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties to the terms and conditions hereof.

K. Mutual Full Cooperation.

67. The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such disagreement.

L. No Prior Assignments.

68. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Stipulation of Settlement.

M. No Admission.

69. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Stipulation of Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce the terms of this Settlement.

N. Construction.

70. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Stipulation of Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or her or its counsel participated in its drafting.

O. Jurisdiction of the Court.

71. Except for those matters to be resolved by the Mediator or the Settlement Administrator as expressly stated herein, any dispute regarding the interpretation or validity of or otherwise arising out of this Settlement, or relating to the Action or the Class Released Claims, shall be subject to the exclusive jurisdiction of the Court, and the Plaintiff, Class Members, and Defendant agree to submit to

the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Stipulation of Settlement and all orders and judgments entered in connection therewith.

P. California Law Governs.

72. All terms of this Stipulation of Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

Q. Invalidity of Any Provision.

73. The Parties request that before declaring any provision of this Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents.

R. Headings.

74. The headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof.

S. Exhibits.

75. The terms of this Stipulation of Settlement include the terms set forth herein and attached Exhibits 1-2, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Stipulation of Settlement are an integral part of the Settlement.

T. Amendment or Modification.

76. This Stipulation of Settlement, including Exhibits 1-2 attached hereto, may be changed, altered, or modified except in a written instrument signed by counsel for all Parties or their successors-in-interest.

U. Entire Agreement.

77. This Stipulation of Settlement, including Exhibits 1-2 attached hereto, contains the entire agreement between Plaintiff and Defendant relating to the Settlement and transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel. No rights hereunder may be waived except in writing.

V. Enforcement of Terms of Stipulation of Settlement

78. In any dispute to enforce provisions of the Stipulation of Settlement, the successful Party shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

W. Binding On Assigns.

79. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

X. No Solicitation of Settlement Objections or Exclusions.

80. The Parties or their counsel shall not seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement, or encourage Class Members to appeal from the Court's Final Approval Order and Judgment.

Y. CCP Section 384 Regarding Unpaid Residuals Is Not Applicable

81. The Parties agree that California Code of Civil Procedure Section 384 is not applicable to this Settlement. The Parties represent that the Maximum Settlement Amount is a settlement amount that takes into account the probability that some or many Class Members, for various reasons, will not file claims. No obligation to pay Class Members is created until a valid Claim Form is filed. There is thus no residue. Neither Party nor their counsel shall take, or cause any other person to take, a position before the Court that California Code of Civil Procedure Section 384 applies to this Settlement.

Z. No Tax Advice

82. Neither Class Counsel nor Defendant's Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such.

AA. Notices

83. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States first-class mail, return receipt requested, addressed as follows:

- a. To the Class:
Robin G. Workman, Esq.
Workman Law Firm, PC
177 Post Street, Suite 900
San Francisco, CA 94108

- b. To Defendant:
Eric S. Beane
DLA PIPER LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, CA 90067-4704

BB. Interim Stay of Proceedings.

84. The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

CC. Class Counsel As Signatory For Class

85. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release. Excepting only the Class Members who timely submit an Exclusion Letter, this Stipulation of Settlement shall have the same force and effect as if it were executed by each Class Member.

DD. Counterparts.

86. This Stipulation of Settlement may be executed in counterparts, and when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

CLASS COUNSEL:

Dated: August 13, 2014

WORKMAN LAW FIRM, PC

By: _____

ROBIN WORKMAN

Dated: August 12, 2014

CLASS REPRESENTATIVE:

JEFFREY H. ALLEN

DEFENDANT'S COUNSEL:

Dated: August ____, 2014

DLA PIPER, LLP (US)

By: _____

ERIC S. BEANE

DEFENDANT:

Dated: August ____, 2014

UTILIQUEST, LLC

By: _____

Its: _____

CC. Class Counsel As Signatory For Class

85. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Stipulation of Settlement. The Notice will advise all Class Members of the binding nature of the release. Excepting only the Class Members who timely submit an Exclusion Letter, this Stipulation of Settlement shall have the same force and effect as if it were executed by each Class Member.

DD. Counterparts.

86. This Stipulation of Settlement may be executed in counterparts, and when each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation of Settlement, which shall be binding upon and effective as to all Parties.

CLASS COUNSEL:

Dated: August __, 2014

WORKMAN LAW FIRM, PC

By: _____
ROBIN WORKMAN

Dated: August __, 2014

CLASS REPRESENTATIVE:

JEFFREY H. ALLEN

DEFENDANT'S COUNSEL:

Dated: August 14, 2014

DLA PIPER, LLP (US)

By: Eric S. Beane
ERIC S. BEANE

DEFENDANT:

Dated: August 13, 2014

UTILIQUEST, LLC

By: Dennis Tawsky
Its: _____

EXHIBIT 1

CLAIM FORM
Jeffrey H. Allen v. UtiliQuest, LLC., et al.
San Francisco County Superior Court, Case No. CGC-12-525644

THE DEADLINE FOR SUBMITTING THIS FORM IS _____ **[30 days from mailing]**, 2014.

I. CLAIMANT IDENTIFICATION

Please Make any Name/Address Corrections
Below:

<<First>> <<Last>>

<<Address1>>

<<Address2>>

<<City>> <<State>> <Zip>>

II. GENERAL INFORMATION

As an individual employed by UtiliQuest, LLC. in California as a Locator, at any time between October 31, 2008 and May 31, 2014, you are a Class Member in the class action entitled Jeffrey H. Allen v. UtiliQuest, LLC., et al., Case No. CGC-12-525644, Superior Court of California, County of San Francisco. You are eligible to submit a Claim Form to participate in the Settlement reached by the Parties.

III. YOUR WORK HISTORY AT UTILIQUEST

The amount of your Individual Settlement Payment depends on the number of weeks you worked as a Locator at UtiliQuest between October 31, 2008 and May 31, 2014.

According to payroll records maintained by UtiliQuest, you worked <<**Total Weeks**>> work weeks as a Locator (including partial work weeks, but excluding full weeks during which you were on unpaid leave, and, if applicable, excluding any partial or full work weeks you worked for UtiliQuest in any other position or job title) between October 31, 2008 and May 31, 2014 (the "Class Period").

Based on this information, your estimated Individual Settlement Payment (assuming you return this Claim Form by the deadline) will be:

Approximately \$<<Original Est Settlement Amt>> (less applicable taxes and withholding). If less than 50% of all Class Members submit valid claims, this amount may be increased.

To receive money from the Settlement, you must sign this Claim Form and return it by facsimile or first-class mail, **no later than** _____ **[30 days from mailing of Notice and Claim Form]**, 2014 to the following address:

Allen v. UtiliQuest, LLC, et al.
c/o Heffler Claims Group LLC
P.O. Box [_____] **[Address]**
[Fax **Number**]

In order to be considered timely, your Claim Form must be sent (via facsimile) or postmarked by _____ [insert same date as above].

If you fail to submit a timely Claim Form, you will not receive any money in connection with the Settlement (although you will be bound by the other provisions of the Stipulation of Settlement approved by the Court, unless you request exclusion from the Class).

IV. DISPUTE OF WORK WEEKS

If you disagree with your total number of work weeks (actual weeks engaged in active service for UtiliQuest as a Locator in California) during the Class Period used to calculate your Individual Settlement Payment set forth above, you must notify the Settlement Administrator in writing by the deadline of _____, 2014, and attach documentation which supports your belief as to the number of work weeks you claim you worked. Failure to provide this information and satisfactory supporting documentation of the total number of work weeks you believe you worked for UtiliQuest as a Locator in California during the Class Period will result in any claim you submit being based solely on the records from UtiliQuest. The Settlement Administrator will review the documentation you submit and make a final and controlling decision regarding your total number of weeks. The Release described in Part V. below will apply to you even if the Settlement Administrator finds in favor of UtiliQuest.

(The following paragraph only applies to employees who dispute the total number of weeks worked during the Class Period as set forth above. If you do not dispute your total number of weeks worked, please leave blank)

I disagree with the total number of weeks worked by me during the Class Period as Reflected above on this Claim Form. I believe that the actual number of weeks worked by me during the Class Period was _____. I have attached documentation that supports this belief.

V. RELEASE

My signature below constitutes a full and complete release by me of UtiliQuest, LLC, and each of its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, members, servants, employees, agents, attorneys, insurers, predecessors, representatives, accountants, past, present, and future, successors and assigns, and each and all of their respective officers, partners, directors, members, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by, through, or in concert with any of them (the "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, which arise from or are reasonably connected with the factual allegations and claims asserted in the Action including, without limitation, any and all claims for alleged wage and hour violations under California law, including claims under California Labor Code Sections 201, 202, 203, 204, 212, 226, 510, 558, 1174, 1194, 1198, and 2698 et seq. and California Business & Professions Code Section 17200 et seq., claims for restitution and other equitable relief, compensatory and statutory damages, penalties under California law of any nature whatsoever, or any other benefit claimed on account of the allegations asserted in the Action arising from October 31, 2008 through May 31, 2014. These claims are referred to as "Released Claims."

With respect to the Released Claims only, I expressly waive and relinquish all rights and benefits afforded by § 1542 of the Civil Code of the State of California and do so understanding and acknowledging the significance of such specific waiver of § 1542. § 1542 of the Civil Code states as follows:

“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 IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

VI. CERTIFICATION

I have received the Notice. I submit this Claim Form under the terms of the proposed Settlement described in the Notice. I also submit to the jurisdiction of the San Francisco County Superior Court with respect to my claim as a Class Member and for purposes of enforcing the release of claims stated in this Claim Form . The full and precise terms of the proposed settlement are contained in the Stipulation of Settlement filed with the Court. I further acknowledge that I am bound by the terms of any Judgment that may be entered in this Action. I agree to furnish additional information to support my claim if required to do so. If I am the executor and/or heir of a Class Member or a representative of a Class Member, I have provided appropriate documentation about the capacity in which I am submitting this Claim Form on separate sheets attached.

Taxpayer Identification Number Certification - Substitute IRS Form W-9

Enter the last four digits of your Social Security Number:

I certify that:

1. The last four digits of the social security number shown on this form is part of my correct taxpayer identification number (or I am waiting for a number to be issued to me); **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; **and**
3. I am a U.S. citizen or resident alien.

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

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

Dated: _____

Signature

EXHIBIT 2

IMPORTANT LEGAL NOTICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JEFFREY H. ALLEN on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

UTILIQUEST, LLC and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CGC-12-525644

**NOTICE OF (1) PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; (2) FINAL
APPROVAL HEARING; (3) RIGHT
TO OBJECT OR OPT OUT; AND (4)
REQUIREMENT TO RETURN A
CLAIM FORM TO RECEIVE A
MONETARY PAYMENT FROM
THE SETTLEMENT**

**THIS NOTICE AFFECTS YOUR
RIGHTS - PLEASE READ IT
CAREFULLY.**

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WERE EMPLOYED AS A LOCATOR BY UTILIQUEST, LLC IN CALIFORNIA BETWEEN OCTOBER 31, 2008 AND MAY 31, 2014.

YOU ARE HEREBY NOTIFIED that the Court granted preliminary approval of a proposed class settlement (the "Settlement") of the above-captioned purported class action (the "Action") filed in San Francisco County Superior Court (the "Court"). The proposed Settlement will resolve all class claims in this Action. The Court has ordered that this Notice be sent to you because you may be a member of the class of individuals covered by the Settlement (a "Class Member;" collectively, all Class Members constitute the "Class"). The purpose of this Notice is to inform you of the Settlement of this Action and your legal rights under the Settlement.

If you would like to receive money from the Settlement in the event that the Court grants final approval of the Settlement, you must return the attached Claim Form by facsimile or first class mail. Your Claim Form must be received by facsimile or postmarked by _____ [30 days from mailing of Notice and Claim Form]. If you fail to submit a Claim Form by that date, you will receive no payment under the Settlement, but you will be bound by its terms, unless you request exclusion from the Class. Please refer to pages 5-6 of this Notice for a more complete explanation of your options under the Settlement.

SUMMARY OF CASE

On October 31, 2012, Plaintiff Jeffrey Allen filed a complaint in the Superior Court of California for the County of San Francisco against UtiLiQuest, LLC ("Defendant" or "UtiLiQuest") on behalf of himself and other similarly situated employees who worked as Locators. He filed an amended complaint on December 4, 2012. The Action claims, among other things, that the Class Members are owed compensation for alleged unpaid wages, non-compliant wage statements, penalties under PAGA, and other related penalties. The Action seeks damages for unpaid wages

and overtime wages, restitution, penalties, interest, attorneys' fees and costs and other relief. The Action includes claims under the California Labor Code, related Wage Orders of the Industrial Welfare Commission, and California Business and Professions Code Section 17200 *et seq.*

After extensive investigation and an exchange of relevant information, the Parties mediated the Action and reached the Settlement that is memorialized in the Stipulation of Settlement on file with the Court, and whose terms are generally summarized in this Notice.

POSITIONS OF THE PARTIES AND REASONS FOR SETTLEMENT

UtiliQuest contends that it pays employees in full compliance with the law. It denies each of the claims and contentions alleged by Plaintiff in the Action. Although Defendant believes it has strong defenses to the Action, it decided that a lengthy and expensive lawsuit is not in the best interests of either side. Defendant, therefore, agreed to settle this Action in the manner and on the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against it in the Action. Nothing regarding the Settlement may be construed as, or may be used as, an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

The attorneys representing Plaintiff and the Class Members ("Class Counsel") recognize the expense and length of continued proceedings necessary to continue the Action against Defendant through certification, trial and any possible appeals, the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation, the burdens of proof necessary to establish liability for the claims, and of the difficulties in establishing damages for the Class Members. Class Counsel believes the proposed Settlement is fair, adequate and reasonable and in the best interests of the Class Members.

The Court has made no ruling on the merits of the Class Members' claims and determined only that certification of the Class for settlement purposes is appropriate under California law.

HEARING ON MOTION FOR FINAL APPROVAL OF SETTLEMENT

The Court has set a date for the hearing on the Motion for Final Approval of the Settlement. The hearing is currently set for _____ at : ____ .m. in Department _____ of the San Francisco County Superior Court, located at [insert address]. The date and time of the hearing may change without notice.

SUMMARY OF SETTLEMENT TERMS

Settlement Amount. The Stipulation of Settlement provides that Defendants will pay a maximum of \$600,000.00 (the "Maximum Settlement Amount") to fully resolve the claims in the Action. The following deductions will be made from this Maximum Settlement Amount:

- **Settlement Administration.** The Court has tentatively approved a payment of not to exceed \$15,000.00 to the Settlement Administrator, Heffler Claim Group, LLC for the costs incurred in notifying the Class of this Settlement, processing all claims and related administrative duties.

- Attorneys' Fees and Expenses. The Court preliminarily appointed the following attorneys as Class Counsel to represent the Class in this Action:

Robin G. Workman
Aviva N. Roller
WORKMAN LAW FIRM, PC
177 Post Street, Suite 900
San Francisco, California 94108
(415) 782-3660

Class Counsel will ask the Court to approve a fee award of \$168,000.00, plus reimbursement of the actual litigation costs/expenses they incurred, not to exceed \$22,000.00 and subject to proof (collectively, the "Fee and Expense Award"). Class Counsel prosecuted the Action on behalf of the Class on a contingency fee basis (that is, without being paid to date) while advancing litigation costs and expenses. The Fee and Expense Award will constitute full compensation for all legal fees and litigation costs/expenses of Class Counsel in the Action, including any work they do in the future in connection with finalizing the settlement. Class Members are not personally responsible for any fees or litigation costs/expenses.

- Named Plaintiff Award to Class Representative. Class Counsel will also ask the Court to approve a Named Plaintiff Award in the amount of \$7,500.00 for Class Representative Jeffrey Allen for acting as the representative on behalf of the Class, spending time assisting with the lawsuit, and signing a general release of all claims he might have against Defendant.
- PAGA Payment. An amount of \$5,000.00 is allocated to pay all applicable penalties under California Labor Code's Private Attorneys General Act of 2004 ("PAGA"). 75% of this PAGA Payment will be paid to California's Labor and Workforce Development Agency and 25% of this PAGA Payment will be paid to Class Members.

Payment to Class Members: Plan of Allocation. Class Members who submit Claim Forms on or before the deadline ("Claimants") may receive an Individual Settlement Payment, as set forth below.

Calculation of Individual Settlement Payments to Claimants. The balance of the Maximum Settlement Amount after the deductions described above is called the "Net Settlement Proceeds." The Net Settlement Proceeds are currently estimated to be \$384,000.00, which is the total maximum amount that will be available to Claimants. Each Claimant will receive an Individual Settlement Payment out of the Net Settlement Proceeds based on the dates of his/her employment and his/her number of weeks of employment with Defendant as a Locator during the October 31, 2008 through May 31, 2014 class period ("Class Period"), as reflected by Defendant's payroll records, exclusive of leaves of absence and time worked in other positions ("Individual Work Weeks"). Your estimated Individual Settlement Payment and the corresponding number of work weeks used to calculate your estimated Individual Settlement Payment is included on the attached Claim Form.

Tax Information. IRS Forms W-2 and 1099 (and the equivalent California forms) will be distributed to Claimants reflecting the payments they receive under the Settlement. For tax purposes, 50% of each Claimant's Individual Settlement Payment will be treated as damages for unpaid wages and reported on a W-2, and 50% will be treated as interest and penalties under the California Labor Code and reported on a Form 1099. Claimants should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. The usual and customary employee payroll deductions will be taken out of the amounts attributable to unpaid wages.

Release of Claims. If the Court approves the Settlement, it will bar any Class Member who does not timely opt out of the Settlement from bringing certain claims against Defendant. The Settlement will release UtiliQuest, LLC, and each of its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors, members, servants, employees, agents, attorneys, insurers, predecessors, representatives, accountants, past, present, and future, successors and assigns, and each and all of their respective officers, partners, directors, members, servants, agents, shareholders, employees, representatives, accountants, insurers, and attorneys, past, present, and future, and all persons acting under, by, through, or in concert with any of them (the "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, which arise from or are reasonably connected with the factual allegations and claims asserted in the Action including, without limitation, any and all claims for alleged wage and hour violations under California law, including claims under California Labor Code Sections 201, 202, 203, 204, 212, 226, 510, 558, 1174, 1194, 1198, and 2698 et seq. and California Business & Professions Code Section 17200 et seq., claims for restitution and other equitable relief, compensatory and statutory damages, penalties under California law of any nature whatsoever, or any other benefit claimed on account of the allegations asserted in the Action arising from October 31, 2008 through May 31, 2014. These claims are referred to as "Class Released Claims."

As to the Class Released Claims, the Class Members each waive all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and do so understanding the significance of that waiver. 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 IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Class Members agree not to sue or otherwise make a claim against any of the Released Parties for the Class Released Claims. The Individual Settlement Payments are paid to Claimants specifically in exchange for the release of the Released Parties from the Class Released Claims and for their agreement not to sue concerning the Class Released Claims.

YOUR OPTIONS UNDER THE SETTLEMENT

Option 1 – *Submit the Enclosed Claim Form for Payment*

If you would like to receive money from the Settlement, you must complete and sign the enclosed Claim Form. You need to complete the Claim Form and promptly fax or mail it to the Settlement Administrator at the following address:

Allen v. UtiliQuest, LLC, et al.
c/o Heffler Claims Group LLC
P.O. Box []
[Address]
[Fax Number]

The Claim Form must be faxed or postmarked no later than _____ [30 days from mailing of Notice and Claim Form], 2014 in order to be eligible for an Individual Settlement Payment.

If you believe that you worked more work weeks as a Locator during the Class Period than are reflected on your Claim Form, you may so indicate where provided on the Claim Form and provide written evidence supporting your contention that you worked additional work weeks during the class period. The Settlement Administrator shall make a final determination as to the number of work weeks and related Individual Settlement Payment after consulting with the Parties.

If you choose this **Option 1**, and if the Court grants Final Approval of the Settlement, you will be mailed a check for your Individual Settlement Payment. In addition, you will be deemed to have released and waived the Class Released Claims against the Released Parties.

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the Settlement, you can request to be excluded from the Settlement. To do so, you must submit an Exclusion Letter to the Settlement Administrator clearly indicating that you have decided not to participate in the Settlement and desire to be excluded from the Settlement. The written Exclusion Letter must set forth your full name, current home (or mailing) address, telephone number, the last four digits of your Social Security number, and include the following statement “I wish to be excluded from the Settlement of the case entitled *Jeffrey H. Allen v. UtiliQuest, LLC*, San Francisco Superior Court Case No. CGC-12-525644.”

You must sign, date, and either fax or mail the Exclusion Letter to the following address:

Allen v. UtiliQuest, LLC, et al.
c/o Heffler Claims Group LLC
P.O. Box []
[Address]
[Fax Number]

The Exclusion Letter must be faxed or postmarked no later than _____ [30 days from mailing of Notice and Claim Form], 2014.

If you choose this **Option 2**, you will no longer be a Class Member. You will not be deemed to have released the Class Released Claims, but you also will not receive an Individual Settlement Payment from the Settlement and you will be barred from filing any objection to the Settlement. Please note that you cannot submit both an Exclusion Letter and a Claim Form. If you do submit both a timely and valid Exclusion Letter and a Claim Form, the Claim Form is controlling and you will remain a Class Member and receive an Individual Settlement Payment if the Court grants Final Approval of the Settlement.

Option 3 – File an Objection with the Court

If you wish to object to the Settlement, you may file a written objection with the Court explaining the reasons why you object to the Settlement. Your objection must state your full name, address, telephone number, dates of employment with Defendants, and the basis for your objection. Your objection must also indicate whether you, or a representative appearing on your behalf, plans to appear at the final approval hearing currently scheduled to take place on _____ [insert date and time], although the date and time are subject to change. The failure to so indicate will constitute a waiver of your right to appear at the hearing or to have a representative appear on your behalf.

Your objection must be (i) filed with the Court, and (ii) mailed to each of the attorneys listed below:

WORKMAN LAW FIRM, PC
Robin Workman
177 Post Street, Suite 900
San Francisco, California 94108

DLA PIPER, LLP (US)
Eric S. Beane
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, California 90067

You must file your objection with the Court no later than _____ [30 days from mailing of Notice and Claim Form], 2014. Late objections will not be considered. If you file an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above in Option 2. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only.

If you choose **Option 3**, you may still receive an Individual Settlement Payment, but only if you complete your Claim Form and fax or postmark it by _____ [30 days from mailing of Notice and Claim Form], 2014. Otherwise, if the Court overrules your objection, you will be deemed to have released the Class Released Claims against the Released Parties.

Option 4 – Do Nothing

You may also choose to do nothing. If you choose this **Option 4**, and if the Court grants Final Approval of the Settlement, you will be deemed to have released the Class Released Claims against the Released Parties even though you will not receive any money from the Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the basic terms of the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may:

- Refer to the pleadings, the Stipulation of Settlement, and other papers filed in the Action, which you will find at the Office of the Clerk of the San Francisco County Superior Court located at 400 McAllister St., San Francisco, California 94102, during regular business hours of each court day.
- Visit the San Francisco County Superior Court’s website, online at <http://sfsuperiorcourt.org/online-services>.

Please direct all inquiries regarding this Notice and/or the Settlement to the Settlement Administrator at (***) ***-**** or to Class Counsel at (***) ***-****.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR DEFENDANT’S ATTORNEYS WITH INQUIRIES.

DATED: _____, 2014

BY ORDER OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO