



**COMPLETE, SIGN AND MAIL TO:**

Sears Settlement Administrator  
c/o RG/2 Claims Administration LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

Lenahan, et al. v. Sears, Roebuck and Co.,

Case No. 2-00045(SRC)(TJB)

**I. CLAIM INFORMATION**

**YOU MUST TIMELY COMPLETE, SIGN, AND RETURN THIS CLAIM FORM TO SHARE IN THE MONETARY RECOVERY FROM SEARS, ROEBUCK AND CO. (SEARS), UNLESS YOU HAVE PREVIOUSLY SUBMITTED A “CONSENT TO JOIN” FORM IN THIS LITIGATION. BY COMPLETING AND SIGNING THIS FORM, YOU ARE VERIFYING THAT YOU PARTICIPATED IN SEARS’ HOME DISPATCH PROGRAM (“HDP”) AS AN IN-HOME SERVICE TECHNICIAN (“TECHNICIAN”).**

Please type or print the following identifying information (sign on the last page of this form):

Name (First, Middle, Last) \_\_\_\_\_

Former Names (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Telephone Number, Work (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Telephone Number, Home (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Your share of the settlement is based on the number of weeks you actually participated in the HDP as a Technician, not including any leaves of absence, as reflected in Sears’ records. If you worked a part of any week (less than a full week), that time will be considered a full week. As explained more fully in the Notice of Pendency of Class and Collective Actions, Proposed Settlement, and Hearing Date for Court Approval, there are three classes of Technicians in this lawsuit, and the settlement affords each class different rights and benefits. If you are a member of Class One, your estimated claim value is \$7.38 per week worked as a Technician in the HDP program. If you are a member of Classes Two or Three, your estimated claim is \$4.92 per week worked as a Technician in the HDP program.

## II. WAIVER AND RELEASE

My signature below constitutes a full and complete release of Sears Holdings Corporation and its consolidated subsidiaries, including without limitation, Sears, Roebuck and Co. and Kmart Holding Corporation, and their present and former successors, predecessors, assigns, affiliates, parent companies, subsidiaries, shareholders, officers, directors, agents, insurers, attorneys and employees by me for any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action whatever kind or nature, whether known or unknown, arising out of or related to this action, under state or federal law. I understand that I am waiving and releasing my right to sue under the fair Labor Standards Act of 1938, 29 U.S.C. §216(b), and any of the following state wage and hour statutes for alleged wage and hour violations during my participation in the HDP as a Technician:

California Labor Code Sections 201-203, 226, 510 et seq. and 1194, Industrial Welfare Commission ("IWC") Wage Orders (8 Cal.Code Regs. §11010 et seq.); the California Business & Professions Code §17200 and Code of Civil Procedure §1021.5; New Jersey State Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.; Pennsylvania Minimum Wage Act of 1968, 43 P.S. §333.101 et seq. and Wage Payment and Collection Law, 43 P.S. §260.1, et seq.; Alaska Wage and Hour Act, A.S. §§23.10.050, et seq.; Minimum Wage Act of the State of Arkansas, A.C.A. §§11-4-201, et seq., Colorado Minimum Wage Law, C.R.S. §§8-6-101, et seq. and Colorado Wage Order No. 22, 7 C.C.R. 1103-1, C.C.H. 6-41, 801, et seq.; Connecticut Wage and Hour Law, C.G.S. §§31-58, et seq. and Connecticut Agency Regulation. 31-60-10(a); Delaware Wage Payment and Collection Act, 19 Del. C. §1113, et seq.; District of Columbia Minimum Wage Act, D.C. Code §§32-1001, et seq.; Hawaii Wage and Hour Law, H.R.S. §§387, et seq.; Idaho Hours Worked Act, I.C.A. §§44-1201, et seq.; Illinois Minimum Wage Law, 820 I.L.C.S. 105/1, et seq. and 56 Ill. Admin. Code §210.100; Indiana Minimum Wage Law of 1965, Ind. Code §§22-2-2-1, et seq.; Iowa Wage Payment and Collection Act, I.C.A. §§91A.1, et seq.; Kansas Minimum Wage and Maximum Hours Law, K.S.A. §§44-1201, et seq.; Kentucky Wages and Hours Laws, K.R.S. §§337, et seq. and 803 Ky. Admin. Regs. 1:005, et seq.; Maine Minimum Wages Laws, 26 M.R.S.A. §§661, et seq.; Maryland Wage and Hour Law and Maryland Wage Payment and Collection Law, Md. Code §§3-401, et seq., 3-501, et seq.; Massachusetts Minimum Fair Wage Law, G.L. c. 151 §§1A, et seq. and 455 C.M.R. §2.01 et seq.; Michigan Minimum Wage Law of 1964, M.C.L. 408.381, et seq.; Minnesota Fair Labor Standards Act, Minn.Stat. §177.21, et seq.; Montana Wages and Wage Protection Laws, §§39-2-101, et seq. and 39-4-101, et seq., M.C.A. and Mont. Admin. R. 24.16.1001 et seq.; Nebraska Wage Payment and Collection Act, Neb.Rev.Stat. §48-1228, et seq.; Nevada Compensation, Wages and Hours Laws, N.R.S. 608.005, et seq.; New Hampshire Minimum Wage Law, R.S.A. 279:1, et seq.; New Mexico Labor Conditions and Payment of Wages Laws and Minimum Wage Act, N.M.S.A. §§50-4-01, et seq. and N.M. Admin. Code tit. 11, §1.4.7(I) et seq.; New York Minimum Wage Act, §§650 et seq. and Minimum Wage Orders, 12 N.Y.C.R.R. 142-1.1 et seq.; North Carolina Wage and Hour Act, N.C. Gen.Stat §§95-24, et seq.; North Dakota Minimum Wages and Hours Laws, N.D.C.C. §§34-06-01, et seq. and Minimum Wage and Work Conditions Order, N.D.Admin.Code §46-02-07, et seq.; Ohio Minimum Fair Wage Standards Act, R.C. §§4111.01, et seq.; Oklahoma Protection of Labor Laws, 40 Okl.St. Ann §§165.1, et seq.; Oregon Labor and Employment Laws, O.R.S. 651.010, et seq. and Oregon Administrative Rules, O.A.S. 839-020-0030, 0080 et seq.; Puerto Rico Working Hours and Days Laws, 29 L.P.R.A. §§271, et seq.; Rhode Island Minimum Wage Act, G.L. §§28-12-1, et seq.; South Dakota Labor and Employment Laws, S.D.C.L. 60-1-1, et seq.; Vermont Wages and Medium of Payment Laws, 21 V.S.A. §§341, et seq.; Virginia Minimum Wage Act, Va. Code Ann. §§40.1-28.8 et seq.; Washington Minimum Wage Act, R.C.W. 49.46.005, et seq. and Washington Minimum Wage Rules, WAC 296-126 et seq.; West Virginia Minimum Wage and Maximum Hours Act, W.Va.Code §25-5C-1, et seq.; Wisconsin Hours of Labor Laws, Wis. Stat. §§103.01 et seq. and Wisconsin Hours of Work and Overtime Rules, Wis. Admin. Code, §§DWD272.01 et seq. and 274.01 et seq.; and Wyoming Minimum Wages, W.S. 1977 §§27-4-201, et seq. and Collection of Unpaid Wages, §§27-4-501, et seq.

I hereby agree not to initiate any legal action against Sears Holdings Corporation and its consolidated subsidiaries, including without limitation, Sears, Roebuck and Co. and Kmart Holding Corporation, and their present and former successors, predecessors, assigns, affiliates, parent companies, subsidiaries, shareholders, officers, directors, agents, insurers, attorneys and employees for any and all claims arising out of or related to this action, under state or federal law.

1) I further understand that I am waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor [employee] 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 [employer]."

**III. CONSENT TO JOIN**

1) I understand that this lawsuit is being brought under the federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §201, *et seq.* (“FLSA”), the District of Columbia Minimum Wage Act, the Indiana Minimum Wage Law of 1965, and various other state wage and hour laws. I hereby consent and agree to pursue any claims under the FLSA against Sears for alleged unpaid wages during my participation in the Sears Home Dispatch Program by joining in the above-referenced *Lenahan* lawsuit, and I hereby opt-in to become a plaintiff in the *Lenahan* lawsuit. I consent and agree to be bound by any adjudication of this action by the Court. I further agree to be bound by the collective action settlement herein approved by my attorneys and approved by this Court as fair, adequate, and reasonable.

2) I consent and agree to pursue my claims against Sears for alleged unpaid wages during my participation in the Sears Home Dispatch Program as an In-Home Service Technician in connection with the above-referenced lawsuit.

3) I hereby designate the law firms of Goldstein, Demchak, Baller, Borgen & Dardarian; Kaplan, Fox & Kilsheimer LLP; Schneider & Wallace; and Weinberg, Roger & Rosenfeld to represent me in this action.

I declare under penalty of perjury under the laws of the United States that the foregoing information supplied by the undersigned is true and correct and that this Claim, Waiver, Release and Consent to Join Form was executed on \_\_\_\_\_, 2006, in \_\_\_\_\_ (City) \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name