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FILED
 ALAMEDA COUNTY

JAN - 8 2016

CLERK OF THE SUPERIOR COURT
 By [Signature] Deputy

6 Attorneys for Plaintiff

7
 8 **THE SUPERIOR COURT OF CALIFORNIA**
 9
 10 **COUNTY OF ALAMEDA**

12 CHARLES LINDSEY, an individual, and)
 13 JONATHAN WALTON, an individual, on)
 behalf of themselves and all persons similarly)
 situated,)

14 Plaintiffs,

15 v.

17 SIZEWISE RENTALS, LLC and DOES 1)
 18 through 100, inclusive,)

19 Defendant.

Case No. RG15761762

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
 PLAINTIFFS' MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION SETTLEMENT

Hon. George C. Hernandez, Jr.

Date: January 6, 2016

Time: 2:30 p.m.

Dept: 17

Reservation #: R1665488

1 On February 10, 2015, Plaintiffs Charles Lindsey and Johnathan Walton (“Plaintiffs”),
2 on behalf of themselves and others similarly situated, filed suit against Sizewise Rentals, LLC.
3 (“Sizewise” and/or “Defendant”) in the Superior Court of California for the County of Alameda.
4 The Complaint alleges seven (7) causes of action on behalf of a proposed class for damages and
5 penalties for: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to
6 pay minimum wage and overtime (4) inaccurate wage statements; (5) failure to pay all wages
7 owed upon termination under Labor Code §§ 201, 202, and 203; (6) violation of Business and
8 Professions Code § 17200; (7) violations of the Private Attorneys General Act. On April 13,
9 2015, the Court designated this matter as “complex,” and on April 27, 2015, Sizewise filed an
10 Answer to the Complaint.

11 Following informal discovery that included the voluntary production of data for each of
12 the 165 putative class members, the Parties participated in private mediation before respected
13 neutral mediator, Hon. William Cahill of JAMS, on July 15, 2015. The parties reached an
14 agreement at the conclusion of the mediation, and a final Settlement Agreement was fully
15 executed in October by all Parties and their counsel.

16 A preliminary hearing was scheduled to take place on October 27, 2015 for the purpose
17 of determining, among other things, whether the proposed Joint Stipulation and Settlement
18 Agreement was within the range of approval and whether notice to the Class of its terms and
19 conditions, and the scheduling of a formal fairness hearing, also known as a final approval
20 hearing, will be worthwhile. The Court, having raised several concerns regarding the
21 Agreement, continued the hearing to November 24, 2015 at 2:30 p.m, and asked the parties to
22 file supplemental papers to address the Court’s concerns, which the parties have done.

23 Before the November 24, 2015 hearing, the Court requested further changes to the
24 proposed Settlement Agreement and continued the hearing to January 6, 2016. On January 6,
25 2016, the Court held the preliminary approval hearing. Appearing at the hearing were Michael
26 Righetti, of Righetti Glugoski, P.C., on behalf of Plaintiffs and Kevin Reese of Ogletree Deakins
27 on behalf of Defendant, Sizewise. The Court, having reviewed the papers and documents
28

1 presented as well as the parties' supplemental filings, heard the statements of counsel, having
2 considered the matter, and making findings and rulings at the hearing, **IT IS HEREBY**
3 **ORDERED:**

4 1. The Court hereby **GRANTS** preliminary approval of the terms and conditions
5 contained in the Joint Stipulation and Settlement Agreement ("Settlement Agreement") filed
6 with the Court on January 4, 2016. The Court preliminarily finds that the terms of the
7 Settlement Agreement appear to be within the range of possible approval, pursuant to the
8 provisions of Section 382 of the California Code of Civil Procedure and Federal Rule of Civil
9 Procedure 23, as approved for use by the California Supreme Court in *Vasquez v. Superior*
10 *Court*, 4 Cal. 3d 800, 821 (1971).

11 2. It appears to the Court on a preliminary basis that: (1) the settlement amount is
12 fair and reasonable to the Settlement Class Members when balanced against the probable
13 outcome of further litigation relating to class certification, liability and damages issues and
14 potential appeals; (2) significant informal discovery, investigation of data, research regarding the
15 law, and litigation in general have been conducted such that counsel for the Parties at this time
16 are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid
17 substantial costs, delay and risks that would be presented by the further prosecution of the
18 litigation; and (4) the proposed settlement has been reached as the result of intensive, serious
19 and non-collusive negotiations between the Parties. Accordingly, the Court preliminarily finds
20 that the Settlement Agreement was entered into in good faith, pursuant to Section 877.6 of the
21 California Code of Civil Procedure.

22 3. The Court hereby **GRANTS** conditional certification of the Settlement Class, in
23 accordance with the Settlement Agreement for the purposes of this Class Settlement only. The
24 Settlement Class is defined as "all individuals who are or previously were employed by Sizewise
25 Rentals, LLC, in the State of California as a Medical Equipment Delivery Technicians or
26 Account Associate (Account Associate being the former name of Medical Equipment Delivery
27 Technician) at any time since February 10, 2011 through the date the Court grants preliminary
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1 approval of this stipulation and class action settlement.”

2 4. The Court hereby authorizes the retention of Simpluris as Settlement
3 Administrator for the purpose of this Settlement.

4 5. The Court hereby conditionally finds that Matthew Righetti and Michael Righetti
5 of Righetti Glugoski P.C. may act as counsel for the Class, and that Plaintiffs may conditionally
6 act as class representatives for the Class, subject to the Court’s later findings at the Final
7 Approval hearing.

8 6. The Court hereby APPROVES the proposed NOTICE OF PROPOSED CLASS
9 ACTION SETTLEMENT AND FINAL SETTLEMENT HEARING (the “Notice”), attached as
10 Exhibit 1 hereto. The Court likewise approves the envelope exemplar attached hereto as Exhibit
11 2. The envelope must include language informing the recipient that it concerns a class action
12 and the recipient may be entitled to money. The Court finds that the Notice constitutes the best
13 notice practicable under the circumstances and is in full compliance with the laws of the State of
14 California, to the extent applicable, the United States Constitution, and the requirements of due
15 process. The Court further finds that the Notice appears to fully and accurately inform the Class
16 Members of all material elements of the proposed Settlement Agreement, of the Class Members’
17 right to be excluded from the Class, and of each Class Member’s right and opportunity to object
18 to the Class Settlement. The Notice shall be mailed via first class mail to the most recent known
19 address of each Class Member by Jan. 29, 2016.

20 7. The Court hereby APPROVES the proposed procedure for exclusion from the
21 Class by mailing a written statement requesting exclusion from the Class to the Settlement
22 Administrator to request to “opt-out.” The “opt-out” request letter can be as simple as “*I do not*
23 *want to be a part of the settlement.*” To be considered timely, the “opt-out” request letter must
24 include full name, mailing address, (for identity verification purposes only), signature, and be
25 mailed by First-Class U.S. Mail to the Settlement Administrator, Simpluris, postmarked on or
26 before **sixty** (60) days following the date on which the Settlement Administrator first mails the
27 Notice and Claim Information Forms to Class Members (the Form Submission Deadline). It is
28

1 strongly recommended that any requests for exclusion be returned to the Settlement
2 Administrator via certified mail so that Class Members wishing to exclude themselves have a
3 record of their mailing; however, any requests for exclusion that are postmarked on or before the
4 expiration of the Form Submission Deadline will be deemed timely, regardless of the mailing
5 method. Any Class Member who submits a valid and timely request for exclusion shall no
6 longer be a member of the Class, shall be barred from participating in the Class Settlement and
7 shall receive no benefit from the Class Settlement. Class Members who fail to submit a valid
8 and timely request for exclusion on or before the expiration of the Form Submission Deadline
9 shall be bound by all terms of the Class Settlement and any Judgment entered in this Action if
10 the Class Settlement is approved by the Court, regardless of whether they ineffectively or
11 untimely request exclusion from the Class Settlement.

12 8. The Court hereby APPROVES the proposed Claim Information Form attached
13 hereto as Exhibit 3 for use in administering the Class Settlement.

14 9. The Court further ORDERS that Class Counsel shall file a motion for approval of
15 the Fees and Expense Award and the Incentive Award, with the appropriate declarations and
16 supporting evidence, by April 19, 2016, to be heard at the same time as the
17 motion for Final Approval of the Class Settlement.

18 10. The Court further ORDERS that Class Counsel shall file a motion for Final
19 Approval of the Class Settlement, with the appropriate declarations and supporting evidence,
20 including a declaration setting forth the identity of any Class Members who Opt Out of the Class
21 Settlement, by April 19, 2016.

22 11. The Court further ORDERS that each Class Member who does not Opt Out of the
23 Class Settlement shall be given a full opportunity to object to the proposed Settlement
24 Agreement and request for attorneys' fees and to participate at a Final Approval Hearing, which
25 the Court sets to commence on April 27, 2016 at 2:30 p.m. (Reservation R-1701691) in Department 17 of the
26 Alameda County Superior Court. Any Settlement Class Member seeking to object to the
27 proposed Class Settlement may file such objection in writing with the Court and shall serve such
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1 objection by first class or certified mail on Class Counsel and Defendant's Counsel no later than
2 sixty (60) days following the date on which the Settlement Administrator first mails the Notice
3 and Claim Information Forms to Class Members (i.e. the Form Submission Deadline). Class
4 Members who fail to file and serve a timely written objection shall be permitted to appear at the
5 Final Approval Hearing and assert objections.

6 12. The Court further ORDERS that pending further order of this Court, all
7 proceedings in this Action except those contemplated herein and in the Settlement Agreement
8 are stayed.

9 13. If the Court grants final approval, Settlement Class Members and their successors
10 shall conclusively be deemed to have given a release, as set forth in the Settlement Agreement
11 and Notice, against the Defendant, and all Settlement Class Members and their successors shall
12 be permanently enjoined and forever barred from asserting any claim related to this Action
13 against Sizewise. If for any reason the Court does not execute and file a Final Approval Order,
14 the proposed Class Settlement subject to this Order and all evidence and proceedings had in
15 connection with the Class Settlement shall be null and void.

16
17 Dated: 1/8/2016

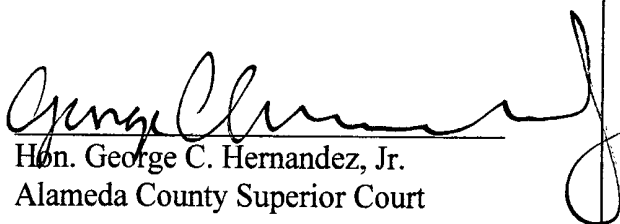
18 By: 
19 Hon. George C. Hernandez, Jr.
20 Alameda County Superior Court

Exhibit 1

Lindsey et al vs. Sizewise Rentals, LLC
Superior Court of California for the County of Alameda
(Case No. RG15761762)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
FINAL SETTLEMENT HEARING**

YOU ARE RECEIVING THIS NOTICE BECAUSE RECORDS CONFIRM THAT YOU WORKED FOR “SIZEWISE RENTALS, LLC” (hereinafter called “SIZEWISE”) IN CALIFORNIA AS AN ACCOUNT ASSOCIATE OR MEDICAL EQUIPMENT DELIVERY TECHNICIAN AT ANY TIME BETWEEN FEBRUARY 10, 2011 TO [Date of Preliminary Approval].

YOU ARE NOT BEING SUED, AND THIS LAWSUIT IS NOT AGAINST YOU. SIZEWISE AGREED TO THIS SETTLEMENT. YOUR RIGHTS MAY BE AFFECTED AND YOU MAY BE ENTITLED TO RECEIVE MONEY – PLEASE READ THIS NOTICE!

SIZEWISE RENTALS, LLC. WILL NOT RETALIATE AGAINST YOU FOR PARTICIPATING IN THE SETTLEMENT.

TO: ALL PERSONS WHO WORKED FOR Sizewise in California as an Account Associate and/or Medical Equipment Delivery Technician at any time between February 10, 2011 to [Date of Preliminary Approval] (the “Class Members”). A judge has granted Preliminary Approval to a proposed settlement of a class action lawsuit against Sizewise (the “Class Action”).

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement and for other important documents in the case, please review the Complaint, the Joint Stipulation and Settlement Agreement and the documents submitted available at [Simpluris website], or by contacting Class Counsel as stated below in “Section A.”

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING AND RECEIVE MONEY	Do Not Opt-Out. Receive A Share Of Settlement. Give Up Certain Rights. By doing nothing, you receive a share of the settlement, as described below. But, you give up any rights to sue Sizewise separately about the same legal claims in this lawsuit.
ASK TO BE EXCLUDED	Opt out of the Settlement. Receive No Settlement Proceeds. Keep rights. If you ask to be excluded, you will not receive any money from the settlement. But, you keep any rights to sue Sizewise separately about the same legal claims in this lawsuit.

Questions? Contact the Settlement Claims Administrator toll free at [redacted]
[Settlement Claims Administrator name and address here]

A. DESCRIPTION OF THE CLASS ACTION:

On February 10, 2015, Charles Lindsey and Jonathan Walton filed a class action lawsuit against Sizewise alleging violations of California laws for alleged (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay minimum wage and overtime; (4) inaccurate wage statements; (5) failure to pay all wages owed upon termination; (6) violation of Business and Professions Code § 17200; (7) violations of the Private Attorneys General Act. From the outset of the Class Action, Sizewise has denied, and continues to deny, all of Plaintiffs' claims.

Plaintiffs are generally claiming that Sizewise did not provide all meal and rest breaks required by law, and did not pay all overtime and minimum wage due, to Account Associates and Medical Equipment Delivery Technicians during the relevant time period. Plaintiffs also claim that Sizewise failed to provide accurate wage statements. Sizewise denies all of these claims.

The Court has not ruled on the merits of the claims or defenses. Both sides recognize, however, the risks, expenses and business disruption of continued litigation and therefore, the parties and their counsel have agreed to resolve their differences by entering into a settlement of the Class Action lawsuit which the Court has now preliminarily approved (the "Settlement"). The parties have since entered into a Joint Stipulation and Settlement, which the Court has given preliminary approval. The Court believes that the settlement summarized by this notice is fair, reasonable, and adequate and is in the best interests of the Class Members.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Sizewise that the claims in the Class Action have merit or that Sizewise has any liability to Plaintiffs or to the other Class Members. Plaintiffs and Sizewise, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable and adequate, and is in the best interests of the Class Members and Sizewise.

The Court has also appointed the lawyers for Charles Lindsey and Jonathan Walton as "Class Counsel" to represent Class Members affected by the Settlement. They are:

MATTHEW RIGHETTI (SBN#: 121012)
JOHN GLUGOSKI (SBN#: 191551)
MICHAEL RIGHETTI (SBN#: 258541)
RIGHETTI GLUGOSKI, P.C.
456 Montgomery Street, Suite 1400
San Francisco, CA 94104
Tel: (415) 983-0900
Fax: (415) 397-9005

Counsel for defendant Sizewise are: Kevin D. Reese, Esq., Ogletree, Deakins, Nash, Smoak & Stewart, PC, One Market Plaza, Suite 1300, San Francisco, California 94105.

The Court-appointed Settlement Administrator is: Simpluris, 3176 Pullman Street, Street 123, Costa Mesa, CA 92626

B. SUMMARY OF PROPOSED SETTLEMENT TERMS:

Subject to the Court's Final Approval, below is a summary of the terms of the Settlement:

1. Class Settlement Amount:

Sizewise will pay a settlement amount of \$1,250,000.00 (the "Class Settlement Amount") which is intended to be used to pay the following: (1) the share of the Settlement of each Class Member who does not opt-out of the Settlement (*see* Para. 2, below); (2) the portions of the Settlement which must be paid to the state under the Private Attorneys General Act; (3) the class action settlement administration costs in an amount not to exceed \$8,500.00 (if finally approved by the Court); (4) the costs incurred by Class Counsel in an amount not to exceed \$10,000.00 (if finally approved by the Court); (5) an enhancement fee to each Named Plaintiff to compensate each Named Plaintiff for the time, work, and risks undertaken in bringing this Class Action in an amount not to exceed \$10,000.00 per Named Plaintiff (if finally approved by the court); and (6) Class Counsel's reasonable attorneys' fees not to exceed \$412,500.00 (if finally approved by the Court).

2. Distribution Formula:

Each Settlement Class Member's share of the Settlement will be calculated based upon the number of eligible workweeks the Class Member worked from February 10, 2011 to [Date of Preliminary Approval] (the "Class Period") in comparison to the number of eligible workweeks worked by other Class Members' during the Class Period. (the term "eligible workweek" means any week where at least one day was worked). The formula for calculating the value of an eligible workweek is as follows:

- i) After deducting from the "Class Settlement Amount" the combined total of any court awarded attorneys' fees and costs, the amount of the settlement to be paid to the state under the Private Attorneys General Act, settlement administration costs, employer payroll taxes and incentive award to the Named Plaintiffs, the remaining sum is the "Net Settlement Amount."
- ii) The Settlement Class Members will have their respective number of eligible workweeks during the Class Period added together. Then, each Settlement Class Member will be assigned a *pro rata* percentage share of the total number of class-wide eligible workweeks during the Class Period. For your number of workweeks, please review the Claim Information Form that accompanies this notice. You can use this form to contest the amount of eligible workweeks, as provided on the form.

The amount ultimately approved for a Settlement Class Member's individual share will be multiplied by each Settlement Class Member's percentage share, the result of which will be each Settlement Class Member's individual claim share (which shall be allocated as 1/3 towards wages and 2/3 towards penalties and interest).

If a Settlement Class Member does not participate in the Settlement, then that Settlement Class Member's respective *pro rata* percentage share of the Net Settlement Amount will be re-distributed to those participating Settlement Class Members.

All employer payroll taxes due on the wage portion of the Settlement share will be paid out of the Class Action Settlement Amount. An IRS Form W-2 will be issued for the wage portion and an IRS Form 1099 will be issued for the interest & penalties portion.

NOTE: Nothing in this Notice or the Settlement is intended to constitute tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

3. Payments:

If there are no objections to the proposed Settlement, if the Court grants the Settlement final approval, and if you do not request exclusion by “opting-out” of the Settlement, then your share of the Settlement will be mailed to you at the same address which you received this notice, or to a different address if you provide an update on the Claim Information Form.

C. TO REQUEST EXCLUSION FROM THE SETTLEMENT AGREEMENT:

If you want to be excluded from the Settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator, Simpluris, at 3176 Pullman Street, Street 123, Costa Mesa, CA 92626 to request to “opt-out.” Your “opt-out” request letter can be as simple as “*I do not want to be a part of the settlement.*” To be considered timely, your “opt-out” request letter must include your full name, mailing address, (for identity verification purposes only), signature, and be mailed by First-Class U.S. Mail to the Settlement Administrator, postmarked on or before [DATE].

If you file a timely and valid “opt-out” request, you will no longer be a member of the Class, and you will **not receive** any money from the Settlement, or be able to object to the terms of the Settlement. However, if you do timely “opt-out,” you will not be bound by the terms of the Settlement and may pursue any claims you may have against Sizewise, at your own expense.

D. TO OBJECT TO THE SETTLEMENT:

You can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must file an objection.

You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Charles Lindsey et al vs. Sizewise Rentals, LLC, Case Number RG15761762*), (b) be submitted to the Court either by mailing them to the Clerk, Superior Court of California, County of Alameda, 1225 Fallon St., Oakland CA, 94612 or by filing them in person, and (c) be filed or postmarked on or before [DATE].

E. RELEASE OF LIABILITY:

If finally approved by the Court, each Settlement Class Member, including you, if you do not request exclusion from the Settlement, will be bound by all of the terms of the Settlement, including a release of all claims in the Class Action Complaint filed on February 10, 2015, which will prevent you from suing Sizewise for the matters being settled in the Class Action. You will be releasing the claims and causes of action asserted in the Complaint on file in the Class Action between February 10, 2011 to [Date of preliminary Approval], or which could have been alleged based on the facts set forth in the Complaint, related to allegations that Sizewise failed to provide you with meal or rest periods, failed to pay you premiums or wages for missed or late meal or rest periods, failed to pay you minimum wage or overtime, failed to provide you with accurate wage statements, failed to provide you with all wages owed upon termination, and any and all associated damages, interest and penalties, attorneys’ fees and costs arising from and related to those claims in the Class Action which you have or had against Sizewise in the Class Action. For a complete statement and the details of the scope of all claims being released please refer to the Settlement language, a copy of which can be obtained at _____ and/or from Class Counsel.

By participating in the Settlement and receiving payment of a share of the Net Settlement Amount, you expressly acknowledge that upon the Effective Date of the Settlement, you hereby fully and finally release and discharge Sizewise, its parents, subsidiaries, and affiliated corporations and entities, and each of their respective

Questions? Contact the Settlement Claims Administrator toll free at _____
[Settlement Claims Administrator name and address here]

shareholders, officers, directors, agents, employees, partners, attorneys, insurers, ERISA plan administrators, and their respective predecessors, successors, and assigns (collectively referred to as the "Released Parties"), from any and all claims, rights, penalties, demands, damages, debts, accounts, duties, costs (other than those costs required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, liabilities, or causes of action of any nature or description, including any such claims, whether known or unknown, that were alleged in the Class Action Complaint filed on February 10, 2015, or which could have been alleged based upon the facts set forth in the Class Action Complaint filed on February 10, 2015 ("Released Claims"), including but not limited to claims under California Labor Code Sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1194, and 1197, as well as the applicable California Industrial Welfare Commission Wage Order(s), Business and Professions Code Sections 17200 - 17208 *et seq.*, and the Private Attorneys General Act. The claims released under this paragraph ("Released Claims") shall include, but not necessarily be limited to, claims for minimum wage and/or unpaid overtime wages at the lawful rate of pay, claims for failing to receive duty-free meal periods and rest breaks, or compensation in lieu thereof, unpaid premium pay for missed meal breaks or rest periods, untimely payment of all owed minimum wage and/or overtime wages at the lawful rate of pay, failure to pay all wages owed upon termination, unfair competition, as well as any damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. However, individual claims for non-wage related claims such as for workers' compensation shall be specifically excluded from this release.

F. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT:

The Final Approval hearing on the fairness and adequacy of the proposed Settlement will be held on _____, 2016 at _____, Superior Court of California, County of Alameda, 1221 Oak Street Oakland, CA 94612, Dept. 17. The Final Approval hearing may be continued without further notice. Any updates to the Final Approval hearing date will be available at: _____. It is not necessary for you to appear at this hearing.

IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR WOULD LIKE FURTHER INFORMATION PLEASE CONTACT CLASS COUNSEL (contact information above) AND/OR SIMPLURIS (settlement administrator) AT (800) _____ - _____

If you want to review documents in this lawsuit, including the full Settlement Agreement, the Preliminary Approval Motion, and the Final Approval Motion and Request for Attorneys' Fees, please visit: [court administrator website]. For a nominal fee, you may also access case documents by visiting the Court's website at:

<http://www.alameda.courts.ca.gov/pages.aspx/domainweb>

Click on "Case Number Search" and enter *RG15761762* in the Case Number Box

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

22920412.1

Questions? Contact the Settlement Claims Administrator toll free at: _____
[Settlement Claims Administrator name and address here]

Exhibit 2

simpluris

Class Actions Settlement Administrators
3176 Pullman Street, Suite 123
Costa Mesa, CA 92626

ClaimIDBarCode

ClaimIDBarDisplay FirstName

LastName

Addr1 Addr2

City, State Zip-Zip4

CLASS ACTION SETTLEMENT

Recipient may be entitled to money

Exhibit 3



CLAIM INFORMATION FORM

Insert Any Address Corrections Below:

[Class Member Name]
[Mailing Address 1]
[Mailing Address 2]
[City, State, ZIP]

OUR RECORDS INDICATE THAT YOU WERE EMPLOYED BY SIZEWISE RENTALS, LLC (hereinafter called "SIZEWISE") AS AN ACCOUNT ASSOCIATE OR MEDICAL EQUIPMENT DELIVERY TECHNICIAN AT SOME POINT BETWEEN FEBRUARY 10, 2011 AND [Date of Preliminary Approval]. A JUDGE HAS GRANTED PRELIMINARY APPROVAL TO A PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT AGAINST SIZEWISE ON BEHALF OF ACCOUNT ASSOCIATES AND/OR MEDICAL EQUIPMENT DELIVERY TECHNICIANS SIZEWISE EMPLOYED AT ANY TIME BETWEEN FEBRUARY 10, 2011 TO Date of Preliminary Approval].

YOU DO NOT NEED TO RETURN THIS CLAIM INFORMATION FORM TO RECEIVE A SETTLEMENT AWARD. RETURN THIS CLAIM INFORMATION FORM ONLY IF YOU DISAGREE WITH SIZEWISE'S RECORDS ABOUT THE NUMBER OF YOUR ELIGIBLE WORKWEEKS WITH SIZEWISE AS STATED BELOW.

Benefit Weeks For Eligible Employees:

Unless you dispute the number of workweeks listed below, you **DO NOT** need to return this Claim Information Form in order to receive a Settlement Award. Your Settlement Award will be based on the number of weeks you worked for SIZEWISE in California as an Account Associate and/or Medical Equipment Delivery Technician between the time period of February 10, 2011 to [Date of Preliminary Approval] (the "Class Period").

The records from Sizewise indicate that you worked at least one (1) day in the Class Period as an Account Associate and/or Medical Equipment Delivery Technician in California. Your total number of eligible workweeks (weeks in which you worked at least one day) totals weeks. Based on your weeks worked during the Class Period, you will be paid approximately \$. This is an estimate and participating Settlement Class Members may, in fact, receive more money depending on how many people participate in the Settlement.

If you believe the number of eligible workweeks listed above is incorrect, please enter the number of eligible workweeks you believe you worked while employed by Sizewise in California as an Account Associate and/or Medical Equipment Delivery Technician during the Class Period: workweeks.

If you disagree with the number of workweeks listed above, you must fill-out the bottom portion of this Claim Information Form and mail it back along with any documentation you have to support your claim of a different number of eligible workweeks. This Claim Information Form and your documentation must be mailed directly to the Claims Administrator, [name and address], postmarked on or before [date].

X _____
(Sign your name)

(Date you signed this document)

(Print your Full Name)

X X X - X X - _____
(Last 4 digits of your Social Security Number)
[FOR IDENTITY VERIFICATION PURPOSES ONLY]