

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

VERONIQUE A. LONGMIRE and LAURA BARBER,  
on behalf of themselves and others similarly situated,

Plaintiffs,

v.

No. CIV-03-1404 WJ/RLP

REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
d/b/a LOS ALAMOS NATIONAL LABORATORY,

Defendant.

*CONSOLIDATED WITH*

YOLANDA GARCIA, LOYDA MARTINEZ,  
GLORIA A. BENNETT, Ph.D., and YVONNE  
EBELACKER, on their own behalf and on behalf  
Of a class or classes of similarly situated persons;  
HISPANIC ROUNDTABLE OF NEW MEXICO;  
And UNIVERSITY PROFESSIONAL & TECHNICAL  
EMPLOYEES CWA 9119 (AFL-CIO) LOCAL  
UPT-LOS ALAMOS,

Plaintiffs,

v.

No. CIV-04-112 WJ/RLP

REGENTS OF THE UNIVERSITY OF CALIFORNIA;  
And G. PETER NANOS, in his individual and official  
Capacities,

Defendants.

**NOTICE OF CLASS ACTION, PROPOSED SETTLEMENT AND RELEASE OF CLAIMS, AND OF  
HEARING ON PROPOSED SETTLEMENT**

**THIS NOTICE MAY AFFECT YOUR RIGHTS – PLEASE READ IT CAREFULLY**

TO: All females and Hispanics employed by the Regents of the University of California at the Los Alamos National Laboratory who are or were regular, limited-term or short-term employees at any time between December 10, 2000, and June 1, 2006.

Pursuant to Fed. R. Civ. P. 23, you are hereby notified:

1. The above-captioned consolidated class actions (“Consolidated Actions”) are pending in this Court. They were brought representatively on behalf of classes consisting of Hispanic and female employees of the Regents of the University of California (the “Regents”) working at Los Alamos National Laboratory (the “Laboratory”).

2. This notice is given to you in the belief that you may be a member of the class whose rights may be affected by these Consolidated Actions. It should not be understood as an expression of any opinion by the Court concerning the merits of the Consolidated Actions. This notice is intended to advise you of (1) the pendency of these Consolidated Actions, (2) a proposed settlement, (3) the hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed settlement, and (4) your rights with respect thereto.

3. If you are a member of the Class as defined below, you have several options that are described in this Notice. These options include (a) submitting a claim for monetary compensation under the proposed settlement, (b) opting out of the proposed settlement, or (c) doing nothing in response to this Notice. If you submit a claim for compensation or do nothing in response to this Notice, you will be deemed to have released the Laboratory, the Regents and others of all claims described in paragraph 22 of this Notice. You are encouraged to read paragraph 22 carefully, and to consult with your own legal counsel, to determine whether any claim you may have against the Laboratory, the Regents or others will be released in the event you submit a claim for compensation or do nothing in response to this Notice. Doing nothing in response to this Notice may be your preference because it requires no action on your part and because it removes you from both participation in the monetary distribution under the proposed settlement and further litigation with the Laboratory over the Released Claims.

### **BRIEF DESCRIPTION OF THE CONSOLIDATED ACTIONS**

4. On December 10, 2003, a complaint alleging violation of the Equal Pay Act (“EPA”) and breach of contract was filed in this Court by Veronique A. Longmire and Laura Barber, on their own behalf and as representatives of a class of similarly situated employees at the Laboratory (the “*Barber* Action”). On January 6, 2004, a second lawsuit was filed in Rio Arriba County District Court by Yolanda Garcia, Loyda Martinez, Gloria A. Bennett, Yvonne Ebelacker, Hispanic Roundtable of New Mexico, and University Professional & Technical Employees CWA 9119 (AFL-CIO) alleging violation of the Equal Pay Act (“EPA”), breach of contract and other claims (the “*Garcia* Action”). The *Garcia* Action was removed to this Court and consolidated with the *Barber* Action to become the Consolidated Actions.

5. The Plaintiffs in the Consolidated Actions claim that the Regents, which operates and manages the Laboratory, and G. Peter Nanos, discriminated against female and Hispanic employees in terms of pay, promotion, educational opportunities, and other terms and conditions of employment.

6. Specifically, the Consolidated Actions allege the following causes of action against the Regents: violations of the EPA, 29 U.S.C. § 206(d); violations of 42 U.S.C. section 1983; violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”); violations of the New Mexico Human Rights Act, as amended, NMSA 1978, §§ 28-1-1 *et seq.* (the “NMHRA”); and breach of contract.

7. The Consolidated Actions seek unspecified damages for lost earnings and benefits, emotional distress damages, liquidated damages, punitive damages, and attorneys’ fees and costs, in addition to certain injunctive and declaratory relief.

8. The Defendants dispute the allegations of the Plaintiffs and deny any liability. There has been no trial in this matter and the Plaintiffs’ claims have not been proven.

9. The Court previously dismissed a claim of violation of 42 U.S.C. §1981. The Court also dismissed claims of violation of Title VII brought against Defendant Nanos and 42 U.S.C. §1983 brought against the Regents. These dismissals will be binding on any Class members who do not request exclusion from the Class, in the manner and by the date set forth below.

### **CLASS CERTIFICATION**

10. On June 1, 2006, upon the stipulation of the parties, the Court granted certification of a Class pursuant to Rule 23, Federal Rules of Civil Procedure. The Class consists of all females and Hispanics employed by the Regents of the University of California at the Laboratory who are or were regular, limited-term

or short-term employees at any time between December 10, 2000, and the Preliminary Approval Date of the Settlement Agreement (the “Class”). The Court has determined that (1) the Class is so numerous that joinder of all members is impracticable, (2) there are questions of law and fact common to the Class, (3) the claims of the Class Representatives are typical of the claims of the Class, (4) the Class Representatives will fairly and adequately protect the interests of the Class, (5) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members, and (6) a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

11. The Court also granted certification of the EPA claims as a collective action under 29 U.S.C. §216(b) (the “Collective Action”). Party plaintiffs in the Collective Action include all Female Employees who have already consented to join the Collective Action and all Female Employees who consent to join the Collective Action by submitting a claim in the manner and by the date set forth below.

#### **PLAINTIFFS’ CLASS COUNSEL**

12. The Court has appointed the following Plaintiffs’ Class Counsel to represent the Class: Patrick D. Allen and Joseph B. Wosick of Yenson, Lynn, Allen & Wosick, P.C., and Michael J. Flannery of Carey & Danis, LLC; and John C. Bienvenu, Richard W. Hughes, and Robert R. Rothstein of Rothstein, Donatelli, Hughes, Dahlstrom, Schoenburg & Bienvenu, LLP.

#### **PLAINTIFFS’ CLASS REPRESENTATIVES**

13. The Court has appointed the following Class Representatives to represent the Class: Laura Barber, Yolanda Garcia, Loyda Martinez, Gloria A. Bennett, and Yvonne Ebelacker.

#### **WHAT CLASS MEMBERSHIP MEANS**

14. If you are a member of the Class as described above, your rights and interests in this proceeding will automatically be represented by the Plaintiffs’ Class Counsel and Class Representatives listed above, unless you request to opt out of the Class in the manner and by the date set forth below. If the Court approves the settlement described below, members of the Class who do not opt out will be deemed to have released the Released Parties from the Released Claims as set forth in paragraph 22 of this Notice, and members of the Class who timely submit a valid Claim Form will be entitled to share in the proceeds less taxes and expenses. Any member of the Class who does not opt out may, if the member desires, enter an appearance through counsel or *pro se*.

#### **PROPOSED SETTLEMENT**

15. A proposed settlement has been reached between the Class Representatives—on behalf of themselves and the Class—and the Regents, as set forth in the Settlement Agreement attached as Exhibit 1 to the Order Granting Preliminary Approval of Settlement Agreement and Approving the Form and Manner of Notice, entered on June 1, 2006.

16. The Settlement Agreement provides that the Regents will pay twelve million dollars (\$12,000,000) (the “Settlement Fund”), not including attorneys’ fees and costs to be determined, in settlement of the Consolidated Actions. The following amounts will be paid out of the Settlement Fund: (a) all Settlement Payments payable to Settlement Class members who submit timely and valid Claim Forms, calculated under the Settlement Allocation Plan; (b) the payments to Class Representatives and certain Consent Plaintiffs; (c) the Claims Administrator’s reasonable fees and expenses and the expenses of sending notices to the Class; and (d) if after the preceding amounts are paid there is a residual in the Settlement Fund, that residual amount to be distributed as ordered by the Court.

17. Based on a preliminary analysis of the number of potential Settlement Class members, it is estimated that, if each Settlement Class member employed at the Laboratory full time between December 10, 2000 and June 1, 2006 submits a claim for compensation, such Settlement Class members could expect to receive approximately \$200 to \$9,200 from the Settlement Fund. Settlement Class members who are or were not full time employees, or who were not employed at the Laboratory for the entire period of December 10,

2000 to the date of this Notice, could expect to receive less from the Settlement Fund. These are estimates only and subject to change.

18. Pursuant to the Settlement Agreement, the Class Representatives intend to ask the Court to approve allocation and distribution of the Settlement Fund as described above and as more fully described in the Settlement Allocation Plan. The Regents will pay the employer's contribution to Social Security and Medicare owed on the Settlement Payment made to each Claiming Settlement Class member. The employee's share of all taxes and contributions will be paid by the Claims Administrator and the net balance paid to the Claiming Settlement Class member. The Consent Plaintiff and Class Representative Incentive Award Fund will be funded with an amount equal to 8% of the Settlement Fund (\$960,000). The Claims Administrator will allocate the Consent Plaintiff and Class Representative Incentive Award Fund to each person who filed a Notice of Consent to be named as a party plaintiff in the Consolidated Actions on or before December 20, 2005 ("Consent Plaintiff"), each Consent Plaintiff who answered written discovery or gave a deposition in the Consolidated Actions, and each Class Representative, in amounts to be determined by the Court. Under the proposed Plan of Allocation, each Class Representative would receive \$122,000 from the Consent Plaintiff and Class Representative Incentive Award Fund. The Regents neither supports nor opposes the amount being requested for payment to the Class Representatives and Consent Plaintiffs as an incentive award.

19. The obligation of the Regents to carry out the terms of the Settlement Agreement and to pay the Settlement Fund is subject to and dependent upon the following contingencies: (a) the Regents does not exercise its right to rescind its acceptance of the Settlement Agreement if certain individuals or a stated number of Class members elect to opt-out of the Consolidated Actions; (b) the Court enters its Final Approval of the Settlement Agreement; and (c) the Court's Final Approval of the Settlement Agreement becomes the Final Judgment and all claims in the Consolidated Action are dismissed with prejudice. Unless all of these contingencies are satisfied, the Settlement Agreement will be rendered null and void and of no effect and the Class and certification of the EPA claims as a collective action will be automatically dissolved.

20. Separate and apart from the Settlement Fund, the Regents has agreed to pay Class Counsel's reasonable attorneys' fees and costs in an amount to be determined. That amount will not exceed \$5,800,000. Payment by the Regents of Class Counsel's reasonable attorneys' fees and costs will not reduce the amount of the Settlement Fund available to pay the claims of Settlement Class members.

21. In addition, the Regents has agreed to specific injunctive provisions as set forth in the Settlement Agreement.

22. The settlement set forth in the Settlement Agreement is intended by the parties to resolve fully, finally, and irrevocably all claims asserted and that could have been asserted in the Consolidated Actions. If the settlement is approved, the Class Representatives — and by refraining from opting out of the Class, Class members — , will completely release and forever discharge the Regents, Nanos, the Laboratory, and the DOE/NNSA, and each of their respective present, former or future officers, trustees, agents, employees, representatives, consultants, attorneys, successors (to the extent bound by the Settlement Agreement), and assigns (collectively, the "Released Parties") from any and all claims which accrued on or before the date of the hearing on preliminary approval arising from or relating to alleged denials of or differential treatment in compensation; benefits based on the amount of compensation; job assignments; contracting opportunities; training; education; promotions (including promotions resulting from reclassifications); any other injury or harm alleged in the Consolidated Actions ("Predicate Facts"), including, without limitation, such denials or differential treatment due to alleged discrimination based on sex (not including sexual harassment where the sole injury is non-economic) and/or Hispanic race/national origin/ancestry/ethnicity discrimination. These released claims (the "Released Claims") include, without limitation, all such claims, rights, demands, charges, complaints, actions, causes of action, obligations, or liabilities of any and every kind based on or arising out of the Predicate Facts, whether arising under the EPA, Title VII, the NMHRA, and/or 42 U.S.C. §§1983 and 1981 or characterized as claims for retaliation, whistle blowing, breach of contract, tort, violation of public policy, or

violation of any other federal, state, or local law, statute, or regulation. The Released Claims include, without limitation, the claims filed in the Consolidated Actions; any such claims that any Releasor may have filed or caused to be filed in any court of law, or before any administrative agency, state, federal, or local, or before any arbitrator; and all class and individual claims for attorneys' fees except as provided in the Settlement Agreement. Released Claims include retaliation and whistle blowing claims based upon participation in the Consolidated Actions or opposition to the Predicate Facts in the Consolidated Actions. Notwithstanding the foregoing, Released Claims do not include retaliation or whistle blowing claims that are unrelated to any theory of liability alleged in the Consolidated Actions or any other theory of discrimination. The Released Claims do not include claims by Releasors for reasonable attorneys' fees and costs in the Consolidated Actions pursuant to those claims asserted in the Consolidated Actions on which attorneys' fees and costs may be sought pursuant to the Settlement Agreement. The Released Claims include all claims described in this paragraph and not excluded by this paragraph, whether known or unknown by the Releasors, and all unknown Released Claims are intended to be released by them along with all known Released Claims. The Releasors therefore waive the protection of section 1542 of the California Civil Code and any analogous rule or principle of law. Section 1542 provides 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.

23. The Settlement Agreement does not constitute evidence of any violations of law, regulation, order, or rule. The Regents' voluntary entry into the Settlement Agreement does not constitute an admission, express or implied, that the Regents is liable to Class Representatives or Class members. On the contrary, the Regents expressly denies liability and enters into the Settlement Agreement solely to compromise disputed claims and to avoid further expense, inconvenience, and uncertainty of litigation. Likewise, by entering into the Settlement Agreement, the Class Representatives do not concede that the Regents has valid defenses to their discrimination claims.

24. The parties to the Settlement Agreement believe that the terms of the settlement are fair, just, reasonable, and adequate. The Class Representatives believe that the terms of the settlement are in the best interests of the Class. The parties reached these conclusions after investigating and considering, among other things, the strengths and weaknesses of Class members' claims against the Regents, the uncertainties inherent in this complex litigation, and the substantial benefit provided by the Settlement Agreement to the Class members. While denying any liability, the Regents considers it desirable and in its interests that these Consolidated Actions be dismissed on the terms set forth in the Settlement Agreement and the proposed final order of approval in order to avoid further expense, inconvenience, and distraction, and to avoid protracted litigation.

25. The complete terms of the proposed settlement are set forth in the Settlement Agreement, which may be inspected during normal business hours at the office of the Clerk of the United States District Court for the District of New Mexico, 333 Lomas Blvd. NW, Albuquerque, NM, and which may also be downloaded from the following website: [www.lanlclassactionsettlement.com](http://www.lanlclassactionsettlement.com).

#### **NOTICE OF HEARING ON APPROVAL OF SETTLEMENT**

26. The Court has given its preliminary approval to the proposed settlement described above. A hearing on final approval of the proposed settlement will be held on October 31, 2006, beginning at 9:00 a.m. at the United States District Court for the District of New Mexico, 333 Lomas Blvd., NW, Albuquerque, NM.

27. At the hearing, the Court will consider all valid and timely objections to the proposed settlement. In addition, the Court will address whether the settlement as set forth in the Settlement Agreement is fair, reasonable and adequate in all respects pursuant to Rule 23(e), Federal Rules of Civil Procedure.

28. Attendance at the hearing is not required. Any Class member wishing to be heard orally in opposition to the proposed settlement must submit timely objections in writing as set forth below. Class members who support the proposed settlement do not need to appear at the hearing or take any further action to indicate their approval. (However, Class members must submit a Claim Form as set forth below in order to participate in the monetary compensation made available under the proposed settlement.)

### **CLASS MEMBERS' OPTIONS**

29. If you are a member of the Class as defined above, you have the following rights and options:

#### ***YOU MAY REMAIN A CLASS MEMBER AND SUBMIT A CLAIM FORM***

30. If you do not request exclusion from the Class by timely opting out of the Class as set forth below, you will be deemed included within the Class and you will be deemed to have released the Released Parties from the Released Claims as set forth in paragraph 22 of this Notice. As a member of the Class, you will be bound by the proposed settlement if finally approved by the Court, and you may be eligible to share in the monetary compensation made available under the proposed settlement, if the proposed settlement is approved by the Court.

31. In order to be eligible to receive monetary compensation under the proposed settlement, you must complete the Claim Form attached to this notice, provide any and all documentation required by the Claim Form or requested by the Claims Administrator, sign the Claim Form under penalty of perjury, have your signature notarized or submit photographic proof of identity, and return it to the following address: LANL Claims Administrator, PO Box 1254, Minneapolis, MN 55440-1254, so that it is postmarked or otherwise delivered no later than November 30, 2006. Claim Forms are also available on the following web-site: [www.lanlclassactionsettlement.com](http://www.lanlclassactionsettlement.com) and by calling the following toll-free number: 1-800-680-3841. Claim Forms will not be accepted if made verbally, by facsimile, e-mail, or by any means other than by U.S. Mail or courier as set forth above.

32. Failure to submit a Claim Form within the deadline (for any reason whatsoever) will bar your claim and preclude a monetary award to you from the Settlement Fund.

33. Any Class member who does not opt out of the Class will be deemed to have released the Released Parties from the Released Claims as described in paragraph 22.

34. In addition to submitting a Claim Form, if you do not opt out of the Class, you may present written objections to the proposed settlement by mailing or otherwise delivering them to the following address: LANL Claims Administrator, PO Box 1254, Minneapolis, MN 55440-1254, so that they are postmarked or otherwise delivered no later than August 28, 2006. The written objections must include:

- A. a statement of each objection asserted;
- B. a description of the facts underlying each objection;
- C. a description of the legal authorities, if any, supporting each objection;
- D. a statement of whether you intend to appear and argue at the fairness hearing and, if so, how long you anticipate needing to present the objection;
- E. a list of witnesses whom you may call during the fairness hearing; and
- F. a list of exhibits that you may offer during the fairness hearing, along with copies of such exhibits.

35. Objections that are not timely submitted or that do not contain all of the information set forth above, will not be considered by the Court and any such objections will be deemed to have been waived.

36. If you do not opt out of the Class you may, if you wish, enter an appearance through your own counsel, at your own expense, or pro se.

***YOU MAY REQUEST EXCLUSION FROM THE CLASS AND OPT OUT***

37. You may request exclusion from the Class. PLEASE EXAMINE THIS OPTION CAREFULLY.

You may request exclusion from the Class by mailing or otherwise delivering a completed Opt-Out Form (either notarized or submitted with photographic proof of identity) to the Claims Administrator, LANL Claims Administrator, PO Box 1254, Minneapolis, MN 55440-1254, so that it is postmarked or otherwise delivered no later than August 28, 2006. Opt-Out Forms are available on the following web-site: [www.lanlclassactionsettlement.com](http://www.lanlclassactionsettlement.com) or by calling the following toll-free number: 1-800-680-3841. If you request exclusion from the Class in this manner, you will not share in the proposed settlement, you will not be entitled to object to the proposed settlement, you will not be bound by any further orders or judgments entered in the Consolidated Actions, and you may pursue any claims you may have against Defendants at your own expense. Opt-Out Forms and requests for exclusion will not be accepted if made verbally, by facsimile, e-mail, or by any means other than by U.S. Mail or courier as set forth above. Class members who do not opt out of the Class in the manner and within the time specified herein will be deemed included within the Class.

***YOU MAY DO NOTHING***

38. You may do nothing in response to this Notice. Under this option, you will be deemed to have released the Released Parties from the Released Claims as set forth in paragraph 22 of this Notice. You will not receive any monetary compensation from the Settlement Fund. This option may be your preference because it requires no action on your part and because it removes you from both participation in the monetary distribution under the proposed settlement and further litigation with the Laboratory and the Regents over the Released Claims.

**WITHDRAWAL OF OPT-OUT FORMS OR OBJECTIONS**

39. You are permitted to withdraw or rescind Opt-Out Forms or objections by giving written notice to the Claims Administrator in any manner calculated to satisfy the Claims Administrator of the genuineness of the election. The withdrawal of an Opt-Out Form will be considered timely only if such communication is received by the Claims Administrator before the deadline for the submission of Claim Forms. If, after withdrawing an Opt-Out Form, you wish to be eligible for a Settlement Payment, you must also submit a completed Claim Form before that deadline.

**FOR MORE INFORMATION**

40. The pleadings and other papers filed in these Consolidated Actions are available for inspection at the office of the Clerk of the Court for the United States District Court for the District of New Mexico, 333 Lomas Blvd., NW, Albuquerque, NM.

41. Any inquiry you may wish to make concerning this Notice should be addressed in writing to any of the Class Counsel at the following addresses:

YENSON, LYNN, ALLEN & WOSICK  
Attn: Patrick D. Allen  
4908 Alameda Blvd., NE  
Albuquerque, NM 87113  
(505) 266-3995

CAREY & DANIS  
Attn: Michael J. Flannery  
8235 Forsyth Blvd., Suite 1100  
St. Louis, Missouri 63105  
314-725-7700

ROTHSTEIN, DONATELLI,  
HUGHES, DAHLSTROM,  
SCHOENBURG & BIENVENU  
Attn: John C. Bienvenu  
P.O. Box 8180  
Santa Fe, NM 87504-8180  
505-988-8004

Inquiries may also be made by visiting the following website: [www.lanlclassactionsettlement.com](http://www.lanlclassactionsettlement.com) or by calling the following toll-free number: 1-800-680-3841.

DATED: May 31, 2006

/s/  
\_\_\_\_\_  
WILLIAM P. JOHNSON  
U.S. DISTRICT COURT JUDGE

## CLAIM FORM

YOU MUST READ THESE INSTRUCTIONS CAREFULLY. IF YOU FAIL TO FOLLOW THESE INSTRUCTIONS, YOU MAY LOSE CERTAIN BENEFITS TO WHICH YOU WOULD OTHERWISE BE ENTITLED.

A proposed settlement has been reached in this proceeding between the Class Representatives, on behalf of themselves and the Class, and Defendant Regents of the University of California, as set forth in the Settlement Agreement filed with the Court on May 31, 2006 whereby the Regents has agreed to pay twelve million dollars (\$12,000,000.00) ("Settlement Fund"), not including attorneys' fees and costs to be determined, in full settlement of all individual and Class claims that were or could have been asserted against the Defendants. In order to be eligible to participate in the distribution of funds from the settlement of this class action proceeding, you MUST submit this Claim Form postmarked or otherwise delivered NO LATER THAN NOVEMBER 30, 2006. IF YOU DO NOT RETURN A CLAIM FORM POSTMARKED OR OTHERWISE DELIVERED BY THIS DEADLINE, YOUR CLAIM WILL BE REJECTED AND YOU WILL BE DEEMED TO HAVE WAIVED ALL RIGHTS TO RECEIVE ANY OF THE SETTLEMENT BENEFITS. THIS CLAIM FORM MUST BE NOTARIZED OR ACCOMPANIED BY A COPY OF A PHOTO IDENTIFICATION SUCH AS A DRIVER'S LICENSE AND DELIVERED BY U.S. MAIL OR BY COURIER (NOT BY E-MAIL OR FAX) TO THE CLAIMS ADMINISTRATOR.

Under the Settlement Agreement, any Class member who does not opt out of the Class will be bound by the proposed settlement if finally adopted by the Court and barred from pursuing Released Claims as set forth in the Settlement Agreement and summarized in the Notice of Class Action and Proposed Settlement. The Settlement Agreement proposes that the following amounts will be paid out of the Settlement Fund: (a) all Settlement Payments payable to Settlement Class members who submit timely and valid Claim Forms calculated under the Settlement Allocation Plan; (b) the Consent Plaintiff and Class Representative incentive award; (c) the Claims Administrator's reasonable fees and expenses and the expenses of sending notices to the Class; and (d) if after the preceding amounts are paid there is a residual in the Settlement Fund, that residual amount to be paid as ordered by the Court.

If you have any questions regarding this Claim Form or need any further information or assistance, please contact any of the following Plaintiffs' Class Counsel:

YENSON, LYNN, ALLEN & WOSICK  
Attn: Patrick D. Allen  
4908 Alameda Blvd., NE  
Albuquerque, NM 87113  
(505) 266-3995

CAREY & DANIS  
Attn: Michael J. Flannery  
8235 Forsyth Blvd., Suite 1100  
St. Louis, Missouri 63105  
314-725-7700

ROTHSTEIN, DONATELLI, HUGHES, DAHLSTROM,  
SCHOENBURG & BIENVENU  
Attn: John C. Bienvenu  
P.O. Box 8180  
Santa Fe, NM 87504-8180  
505-988-8004

Inquiries may also be made by visiting the following website: [www.lanlclassactionsettlement.com](http://www.lanlclassactionsettlement.com) or by calling the following toll-free number: 1-800-680-3841.

### INSTRUCTIONS:

1. Questions 1-7 of the Declaration below must be truthfully answered. You must also answer either question 8 or question 9 truthfully to be eligible for payment.
2. The Claim Form must be signed under penalty of perjury and either notarized or submitted with photographic proof of identity, such as a photocopy of a driver's license.
3. The completed Claim Form must be sent to the following address so that it is postmarked or otherwise delivered no later than November 30, 2006:

LANL Claims Administrator  
c/o Rust Consulting, Inc.  
PO Box 1254  
Minneapolis, MN 55440-1254  
1-800-680-3841 Toll-Free

4. After submitting the completed Claim Form, you may be required to submit additional proof, including a photocopy of your passport, birth certificate, or other identifying document.



DECLARATION UNDER PENALTY OF PERJURY

STATE OF \_\_\_\_\_ )
) ss.
COUNTY OF \_\_\_\_\_ )

1. My name is: \_\_\_\_\_
(first) (middle) (last)

2. My home address is: \_\_\_\_\_
Address
\_\_\_\_\_
City State Zip Code

3. My telephone number (including area code) is: \_\_\_\_\_ (day) \_\_\_\_\_ (evening)

4. My Social Security number is: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

5. My date of birth is: \_\_\_\_/\_\_\_\_/\_\_\_\_

6. My sex is (check one) [ ] Male [ ] Female If I am a female, by submitting this Claim Form I hereby consent to join the Collective Action as a party plaintiff.

7. I am (check one) [ ] Hispanic [ ] Non-Hispanic

You must either check and complete question 8 or check and complete question 9:

8. [ ] I am a regular, limited-term or short-term employee of the Regents of the University of California at the Los Alamos National Laboratory, and have been employed there since \_\_\_\_\_; OR,

9. [ ] I was a regular, limited-term or short-term employee of the Regents of the University of California at the Los Alamos National Laboratory between the dates of December 10, 2000 and June 1, 2006.

I hereby affirm and declare under penalty of perjury that I have read and understand the contents of this Claim Form and the Notice of Class Action, the statements made in this Claim Form are true and correct, and I am over the age of eighteen (18) and am of sound mind.

Signature \_\_\_\_\_ Type or print name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NOTE: If you do not have your signature notarized, you must enclose with this Claim Form a photocopy of your valid driver's license, picture ID, passport or other photographic proof of your identity. Without either a notarized signature or photographic proof of identity, your claim will be denied.



## OPT-OUT FORM

IN ORDER TO EXCLUDE YOURSELF FROM THE CLASS THAT HAS BEEN CERTIFIED IN THIS PROCEEDING, YOU MUST SUBMIT THIS OPT-OUT FORM SO THAT IT IS POSTMARKED OR OTHERWISE DELIVERED NO LATER THAN AUGUST 28, 2006. IF THIS OPT-OUT FORM IS TIMELY AND PROPERLY SUBMITTED, THEN YOU WILL BE EXCLUDED FROM THE CLASS AND YOU WILL NOT BE ENTITLED TO ANY BENEFITS UNDER THE SETTLEMENT AGREEMENT, YOU WILL NOT BE ENTITLED TO OBJECT TO THE SETTLEMENT AGREEMENT, AND YOU WILL NOT BE BOUND BY THE RELEASE OF CLAIMS SET FORTH IN THE SETTLEMENT AGREEMENT AND SUMMARIZED IN THE NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT. THIS OPT-OUT FORM MUST BE NOTARIZED OR ACCOMPANIED BY A COPY OF A PHOTOGRAPHIC IDENTIFICATION SUCH AS A DRIVER'S LICENSE AND DELIVERED BY U.S. MAIL OR BY COURIER (NOT BY E-MAIL OR FAX) TO THE CLAIMS ADMINISTRATOR.

Before electing to opt-out and exclude yourself from the Class, you should read the enclosed Notice of Class Action and Proposed Settlement to understand the effect of either opting out of the Class or not opting out of the Class. You have the right to confer with Plaintiffs' Class Counsel or counsel of your own choosing, before executing this Opt-Out Form. If you have any questions regarding the effect of opting out of the Class or not opting out of the Class, or need any further information or assistance, please contact any of the following Plaintiffs' Class Counsel:

YENSON, LYNN, ALLEN & WOSICK  
Attn: Patrick D. Allen  
4908 Alameda Blvd., NE  
Albuquerque, NM 87113  
(505) 266-3995

CAREY & DANIS  
Attn: Michael J. Flannery  
8235 Forsyth Blvd., Suite 1100  
St. Louis, Missouri 63105  
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Attn: John C. Bienvenu  
P.O. Box 8180  
Santa Fe, NM 87504-8180  
505-988-8004

Inquiries may also be made by visiting the following website: [www.lanlclassactionsettlement.com](http://www.lanlclassactionsettlement.com) or by calling the following toll-free number: 1-800-680-3841.

### INSTRUCTIONS:

1. Questions 1-5 of the Affidavit below must be answered.
2. The Opt-Out Form must be signed under penalty of perjury and either notarized or submitted with photographic proof of identity, such as a photocopy of a driver's license.
3. The completed Opt-Out Form must be sent to the following address so that it is postmarked or otherwise delivered no later than August 28, 2006:

LANL Claims Administrator  
c/o Rust Consulting, Inc.  
PO Box 1254  
Minneapolis, MN 55440-1254  
1-800-680-3841 Toll-Free

4. After submitting the completed Opt-Out Form, you may be required to submit additional proof, including a photocopy of your passport, birth certificate, or other identifying document.

**SWORN AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

1. My name is: \_\_\_\_\_  
(first) (middle) (last)

2. My home address is: \_\_\_\_\_  
Address

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

3. My telephone number (including area code) is: \_\_\_\_\_ (day) \_\_\_\_\_ (evening)

4. My Social Security number is: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

5. My date of birth is: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**I WANT TO BE EXCLUDED FROM THE CLASS CERTIFIED IN THIS PROCEEDING AND FROM ALL BENEFITS OTHERWISE AVAILABLE TO ME UNDER THE SETTLEMENT**

**CERTIFICATION UNDER PENALTY OF PERJURY**

I hereby affirm and declare under penalty of perjury that I have read and understand the contents of this Opt-Out Form and the Notice of Class Action and Proposed Settlement, the statements made in this Opt-Out Form are true and correct, and I am over the age of eighteen (18) and am of sound mind. I UNDERSTAND THAT BY SIGNING THIS OPT-OUT FORM I WILL NOT BE ENTITLED TO THE BENEFITS OF THE SETTLEMENT AGREEMENT.

\_\_\_\_\_  
Signature Type or print name Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_