

In order to receive a settlement payment, you must provide the information shown above, sign and date this Claim Form and the Substitute W-9 Form, and return both properly completed forms to ILYM Group, Inc., postmarked on or before September 25, 2017. Any Claim Form and/or Substitute W-9 Form postmarked or received without a postmark after September 25, 2017 will not be valid. You should mail these forms to ILYM Group, Inc. at the following address:

**Kirk v. DR Well Site Services, LLC, et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781**

By completing and signing this Claim Form, I verify that I was a consultant assigned to work for Tervita by DR Well Site Services between May 15, 2014 and September 1, 2015, I was paid a day rate for each day I worked, and I worked over 40 hours in one or more of the workweeks that I performed work for Tervita.

I understand that this lawsuit, entitled *Christopher Kirk, et al. v. DR Well Site Services, LLC, Tervita, LLC, and Tervita (US Operations), LLC*, Case No. 1:15-cv-00116 (the "Litigation"), was filed in the United States District Court for the Western District of Pennsylvania alleging that DR Well Site Services, LLC, Tervita, LLC and Tervita (US Operations), LLC violated the Fair Labor Standards Act ("FLSA") and the Pennsylvania Minimum Wage Act ("PMWA").

I hereby consent and agree to join this Litigation in order to participate in the settlement entered into by Christopher Kirk and Tervita, LLC, and Tervita (US Operations), LLC that was approved by the Court and collect approximately \$«SettlementAmt». I also consent and agree to be bound by any adjudication of this action by the Court. I hereby designate Richard J. Burch, of Bruckner Burch PLLC, Andrew W. Dunlap of Josephson Dunlap, and Joshua P. Geist of Goodrich & Geist, P.C. to represent me in this action.

I hereby forever completely settle, compromise, release, and discharge Tervita, LLC and Tervita (US Operations), LLC, their past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint ventures, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, (each in their individual and corporate capacities), and benefits plans sponsored or administered by Tervita, LLC and Tervita (US Operations), LLC from any and all past and present matters, disputes, claims, demands, rights, liabilities, expenses, damages, losses of any kind, and causes of action related to the payment of wages or compensation, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, which I have or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon, relate to, or arise out of or reasonably could have arisen out of the facts, acts, transactions, occurrences, events or omissions alleged in the Litigation or by reason of the negotiations leading to the settlement of the Litigation, even if presently unknown and/or unasserted, that occurred at any time up to and including the date the Court enters an Approval Order including without limitation the following:

- (i) any and all claims asserted in the Litigation;
- (ii) any and all claims for unpaid wages, minimum wages, overtime, late payment of wages, vacation, reimbursement of mileage and other expenses, bonuses, severance pay, retaliation for complaining about wages or for asserting wage-related claims, or any other wage-related or recordkeeping-related claims, damages including but not limited to back pay and liquidated damages, or relief of any kind under any federal, state, local, or other applicable law, including but not limited to the Fair Labor Standards Act, the Pennsylvania Minimum Wage Act, the Pennsylvania Wage Payment and Collection Law, the New Mexico Minimum Wage Act, the Ohio Minimum Fair Wages Standards Act, the Ohio Prompt Pay Act, the Texas Minimum Wage Act, the Texas Payday Law, the West Virginia Minimum Wage and Hours Act, the West Virginia Wage Payment and Collection Act, and the Wyoming Labor and Employment Code, and any and all claims under federal, state, or local law and/or regulations regulating hours of

work, wages (including minimum wages and overtime wages), the timing and/or payment of wages, retaliation, or recordkeeping of any kind; and

- (iii) any and all claims pursuant to or derived from the Employee Retirement Income Security Act (“ERISA”), to the extent such ERISA claims are premised on an alleged failure to credit my account for and/or provide benefits based on all hours worked or all compensation paid or entitled to be paid; and
- (iv) any and all wage-and-hour laws, wage payment laws, or wage-related claims of any kind under other laws, including but not limited to any and all such claims pursuant to other federal, local, or other states’ laws and/or regulations.

I further covenant and agree that, since I am settling disputed claims, I will not accept, recover or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any of the claims asserted or settled in the Litigation which may arise out of, or in connection with any other individual, representative, class or any administrative or arbitral remedies pursued by any individual(s), class, or any federal, state or local governmental agency against Tervita, LLC and Tervita (US Operations), LLC. I further acknowledge that I am enjoined from pursuing any claim identified in the preceding paragraph that I have, had, might have or might have had against Tervita, LLC and Tervita (US Operations), LLC based on any act or omission that occurred up to and including the date the Court enters an Approval Order.

I further represent and warrant that nothing that would otherwise be released by signing this Consent Form has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, including, but not limited to, any interest in the Litigation or any related action.

I understand that the Claims Administrator will use the personal information supplied on my Claim Form and Substitute W-9 Form to make settlement payments from the settlement of the Litigation and that it may verify the accuracy of certain facts represented on my Claim Form with information provided by the parties in the Litigation.

I understand that I must keep the Claim Administrator informed of my current home address and of any change in my address. If I do not do so, I understand that I may not receive the settlement payment that I might otherwise be entitled to receive.

Should this waiver and release be ruled unenforceable for any reason, I agree to execute a valid release of equal scope without the provision(s) that are ruled to be unenforceable.

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.

Signature

Date

Print Name

City, State

RETURN SIGNED CLAIM FORM TO:

**Kirk v. DR Well Site Services, LLC, et al.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781**

THIS FORM AND THE SUBSTITUTE W-9 FORM MUST BE COMPLETED IN FULL AND MAILED TO ILYM GROUP, INC. POSTMARKED ON OR BEFORE SEPTEMBER 25, 2017

SUBSTITUTE W-9 FORM

In order to receive a full settlement payment, you must timely complete and return this Substitute W-9 Form.

**Substitute W-9
Taxpayer Identification Number Certification**

Enter your Social Security Number (taxpayer identification number): _____

Print name and address as shown on your income tax return: _____

First Name & Middle Initial: _____ Last Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, **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 other U.S. person (including a U.S. 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.

Signature
of U.S. Person: _____ Date: _____

RETURN SIGNED SUBSTITUTE W-9 FORM TO:

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c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781**

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TO ILYM GROUP, INC. POSTMARKED ON OR BEFORE SEPTEMBER 25, 2017.**

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