

PROOF OF CLAIM, CONSENT AND RELEASE FORM

IN ORDER FOR YOUR CLAIM TO BE VALID, YOU MUST COMPLETE, SIGN UNDER PENALTY OF PERJURY, AND MAIL THIS DOCUMENT WITH A POSTMARK DATED NOT LATER THAN _____, 2009 TO:

**Gilardi & Co. LLC
P.O. Box 1110
Corte Madera, CA 94976-1110
Phone: (866)780-1744**

A. CLAIMANT IDENTIFICATION

Name (Print): _____ [PRE-PRINTED] _____

Street Address: _____

City, State, Zip Code: _____

Cellular or Residence Telephone Number: (____) _____

Social Security Number: _____ (The Internal Revenue Service requires this information. Failure to provide it will result in the rejection of your claim.)

B. SUBMISSION TO JURISDICTION OF COURT AND AGREEMENT WITH SETTLEMENT

I have received the Notice of Pendency of Class and Collective Action, Proposed Settlement and Hearing Date for Court Approval (the "Notice") accompanying this Proof of Claim, Consent and Release Form (the "Form"). I submit this Form under the terms of the Proposed Settlement described in the Notice. I also submit to the jurisdiction of the United States District Court for the Southern District of California with respect to my claim as a class member and opt-in and for purposes of enforcing the release of claims stated in the Stipulation of Settlement and to Certify the Class for Purposes of Settlement Only. The full and precise terms

of the proposed settlement are contained in the Stipulation of Settlement and to Certify the Class and Collective Action for Purposes of Settlement Only filed with the court. I further acknowledge that I am bound by the terms of any court judgment that may be entered in this class action. I agree to furnish additional information to support this claim if required to do so.

C. RELEASE OF CLAIMS

Upon receipt of my share of the Settlement Amount (less any applicable withholdings for taxes under applicable law), I fully and finally release Pelican Products Inc., all current and former parents, subsidiaries, related companies, partnerships, joint ventures or other affiliates, and with respect to each of them, and their predecessors and successors, and all of their past, present and future agents, general agents, insurers, reinsurers, payroll companies, attorneys, representatives, owners, stockholders, policyholders, principals, partners, employees, officers, directors, insurers, trustees, heirs, successors, predecessors, assigns, and any other person acting by, through, under or in concert with any of them (collectively the "Released Persons"), from any and all claims, known and unknown, that were brought in the Litigation or that arise out of the same allegations in the Complaint or First Amended Complaint. I fully and finally release the Released Persons from any and all claims, known and unknown, for any failure to compensate for overtime and any failure to provide a pay stub as required by law and for any failure to make meal and rest period payments, under California or other state law or federal statute, ordinance, regulation, common law, or other source of law, whether or not such claims are in the nature of back pay, damages, penalties, interest, wages, liquidated damages, attorneys' fees and/or injunctive relief, whether in contract, tort, or pursuant to a statutory remedy that were brought for unpaid wages and penalties or that arise out of the same allegations in the Complaint or First Amended Complaint, arising from my work as a Sales Support Specialist including but not limited to claims under any of the following: (1) California Labor Code sections 510, 515, 551, 552, 1182, 1194, 1197, 1198, 202, 203, 204, 210 and 226, or any other statute alleged in the Complaint or FAC; the applicable Wage Orders of the California Industrial Welfare Commission; and, the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (and specifically §§ 206 and 207); (2) any claims for unfair business practices (including unlawful, deceptive, or unfair business practices prohibited by the California Business and Professions Code sections 17200 et seq.); (3) any claims for conversion, fraud, common count, restitution, breach of contract, compensatory damages, liquidated damages, punitive damages, penalties, declaratory relief, restitution, injunctive or equitable relief, and interest; (4) private attorney general claims under California Labor Code section 2699 (including failure to pay wages, failure to provide meal and rest breaks, and failure to provide accurate pay stubs and time records); and (5) any claims for attorneys' fees and costs (collectively the "Released Claims"). The release of claims shall accrue from July 28, 2004 until the date that preliminary approval of the Settlement is granted. The

release shall only apply to those claims that were brought for unpaid wages and penalties in this action or that arise from the facts alleged in the Complaint or First Amended Complaint, to the extent such a release is permitted by law. In addition, I agree that I have expressly waived and relinquished to the fullest extent permissible by law, the provisions rights and benefits of California Civil Code section 1542 or other similar provisions under federal, state or local law, which provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOSE NOT KNOW OR SUSPECT TO EXISTS 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. This provision applies only to the Released Claims.

D. DECLARATION UNDER PENALTY OF PERJURY AND CONSENT

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and accurate. Executed this ____ day of _____ 2009,
(month)
at _____,
(city) (state)

By my signature below, I consent to join this lawsuit. I further authorize the settlement of the above-styled Fair Labor Standards Act action in my name and on my behalf by the Named Plaintiffs and so designate the Named Plaintiffs as my agents to make decisions on my behalf concerning the Litigation, the method and manner of conducting this Litigation, the entering of an agreement with the Class Counsel concerning attorney's fees and costs, and all other matters pertaining to the Litigation. I also agree to be represented by Blumenthal and Nordrehaug, and any other attorneys whom they may associate, unless I select other counsel.

Signature of Claimant

Name: _____
(Print) Last First Middle