

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

A Federal Court has authorized this Notice.

NOTICE OF CLASS ACTION SETTLEMENT:

RE: Settlement of Alleged Wage Claims

- Steven Berndt (the “Class Representative”), a Cleary crew employee, brought a Complaint claiming that Cleary Building Corporation, Inc. (“Cleary”) allegedly failed to properly pay wages for time worked to Cleary crew employees nation-wide due to Cleary’s morning production meeting and pre- and post-shift work policies and/or practices.
- Cleary has denied and continues to deny the allegations in the Complaint and represents that its policies and/or practices regarding pre- and post-shift work were and are proper and in compliance with the law at all times.
- For settlement purposes, the Court has also certified classes of crew members in Wisconsin, Iowa, Illinois and Minnesota who are also eligible to participate in this settlement.
- Cleary and the Class Representative have agreed to resolve the wage claims of the Class Representative and those crew members employed in Illinois, Wisconsin, Iowa, and Minnesota (the “Settlement”). This Notice is to inform you about the status of this Complaint, including your potential right to receive a share of the funds paid by Cleary to resolve these claims (the “Settlement Fund”). **Your legal rights are affected and you have a choice to make in this action now:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PARTICIPATE IN THE SETTLEMENT	If you do nothing, you will automatically participate in the Settlement. If you are entitled to any consideration for your participation in the Settlement, you will receive a check in an amount as explained in Paragraph 3 below. If you do nothing, and you did not consent to join the Fair Labor Standards Act (FLSA) collective class, you will release any state wage claims that arose during the course of your employment with Cleary and during the Class Period, but will not release any FLSA claims. See Paragraph 9(a) below. If you did consent to join the FLSA collective class, and you do not exclude yourself from the settlement, you will also release any FLSA claim that arose during your employment and during the period three years prior to the date your consent was received by the Court.
EXCLUDE YOURSELF	You will be unable to participate in the Settlement if you choose this option, but will retain any rights you may have against Cleary over the claims in this case. See Paragraph 9(b).
OBJECT	Write the Court about why you do not like the Settlement. Note: if you object, but do not exclude yourself, you will still be bound by the terms of the Settlement. See Paragraph 9(b).
ATTEND THE HEARING	Ask to speak to the Court about the fairness of the Settlement.

Your options are explained in this Notice. Please read it carefully. To exclude yourself from the Settlement you must act before November 22, 2013.

1. What is this notice about?

On November 29, 2011 the Class Representative filed a Complaint in the United States District Court for the Western District of Wisconsin on behalf of himself and other similarly-situated crew members employed by Cleary nationwide. The Complaint alleges violations of the Fair Labor Standards Act as well as Wisconsin, Illinois, Iowa, and Minnesota state law and seeks back wages, interest, liquidated damages, and attorney's fees.

Specifically, the Class Representative alleged that Cleary required crew employees to attend morning meetings, perform pre- and post-shift work, and travel in a company vehicle between the branch offices and job sites, which caused him and similarly-situated employees to perform work for which they did not receive compensation. Cleary has denied and continues to deny the allegations in the Complaint and contends that its policies and practices regarding pre- and post-shift work were and are proper and in compliance with the law at all times. Cleary does not admit to any wrongdoing or liability. However, to avoid additional costs and time-consuming litigation, Cleary has offered to settle the matter according to the terms of the Settlement.

2. Who is included in the Settlement Class?

The settlement includes crew member classes in Illinois, Iowa, Minnesota and Wisconsin, as well as crew members and foremen on other states who opted in to the case.

3. What are the Benefits and Terms of the Settlement?

To settle this case, Cleary has agreed to pay the “Settlement Fund”. The settlement fund will be used to pay crew employees nationwide for unpaid pre- and post-shift work as well as liquidated damages. In addition, the Settlement Fund will be used to pay Class Counsel attorney’s fees and costs related to this lawsuit as well as enhancement payments to the class representatives and those crew employees who were deposed in this case. If you elect to participate, you shall receive, if the Court approves the Settlement, a portion of the Settlement Fund, after payment of attorney’s fees, costs and expenses. Assuming the Court approves the Settlement as submitted, each participating Class Member who has been alleged to have performed uncompensated pre- and post-shift work will receive payment of back wages and liquidated damages.

4. Who is Class Counsel?

The Court appointed the following lawyers as Class Counsel to represent the certified Settlement Class:

Hawks Quindel, S.C.
222 W. Washington Ave. Suite 450
Madison, Wisconsin 53703.
(608) 257-0040

Habush Habush & Rottier, S.C.
150 East Gilman Street
Madison, Wisconsin 53703
(608) 255-6663

5. How much are Attorney’s Fees?

Class Counsel has pursued the Complaint on a contingent basis and has not received any payment of fees or any reimbursement of their out-of-pocket expenses related to the recovery on behalf of the Class. As part of the Settlement, subject to Court approval, Class Counsel will apply for fees in an amount not to exceed one third of the Settlement Fund. Counsel will also petition the Court for reimbursement of costs. Under this Settlement, Class Counsel will recover compensation from the Settlement Fund. Participating Class Members will not be required to make any payments to Class Counsel for attorney’s fees or other litigation costs from their individual settlement amounts. Class Members may object to the terms of the Settlement and/or

to the Class Counsel's request for attorney's fees and expenses, pursuant to Paragraph 9(c). If attorney's fees of less than one third of the Settlement Fund are approved, or if the court awards less than the requested amount of enhancement payments to the Representative Plaintiffs, the difference between those requested amounts and those approved amounts shall be divided between the participating class members.

6. What happens if the Court Approves the Settlement?

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the Complaint with prejudice on the merits. This means that Class Members who do not exclude themselves, and who do not return a Consent Form, will not be able to bring any further claims against Cleary for all Wisconsin, Illinois, Iowa, or Minnesota state wage and hour claims that arose in the course of such Class Member's employment with Cleary as a crew employee between May 20, 2010 and February 4, 2013. Federal wage and hour claims will not be released if you did not previously return a Consent Form. Class Members who do not exclude themselves and who returned a timely executed Consent Form shall also be deemed to have released federal wage and hour claims. Class Members who validly and timely request exclusion from the Settlement will not release any federal or Wisconsin, Illinois, Iowa, or Minnesota state wage and hour claims, if any.

7. What happens if the Court does not approve the Settlement?

If the Court does not approve the proposed Settlement, the case will proceed as if no settlement has been attempted and there can be no assurance that the class will recover more than is provided for in this Settlement or, indeed, anything.

8. When is the Fairness Hearing?

A hearing will be held before the Honorable Judge William M. Conley, United States District Court for the Western District of Wisconsin, 120 North Henry Street, Madison, Wisconsin on December 4, 2013 at 1:00 p.m. The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved and, if so, to determine what amount of attorney's fees and expenses should be awarded to Class Counsel. The time and date of this hearing may be changed without further notice.

9. What are my options regarding the Settlement?

If you are receiving this Notice, you have the following options:

A. **Participate in the Settlement:** Assuming the Court approves the Settlement, you will receive a check in the approximate gross (before withholding and deductions) amount set forth in Paragraph 3 above. **You need not take any action to receive this amount.**

B. **Request to be Excluded:** If you wish to be excluded from the Settlement Class, you must submit, no later than November 22, 2013, a written request to be excluded from the settlement. Requests for exclusion should be sent to Hawks Quindel, S.C., 222 W. Washington Ave. Suite 450. **If you exclude yourself, you will not receive any monies from the Settlement.**

Failure to timely submit your request will result in your remaining a member of the Settlement Class and being bound by any final judgment. **If you validly and timely request exclusion from the Settlement Class, you will not be bound by any final judgment, and you will not be precluded from instituting or prosecuting any individual claim you may otherwise have against Cleary related to the subject matter of this Settlement.**

C. **Object:** If you are a Class Member and you do not request to be excluded, you may object to the terms of the Settlement and/or to the Class Counsel's requests for attorney's fees and expenses. If you object and the Settlement is approved, and you fail to submit a timely valid request to be excluded, you will not be able to assert your own claims related to the matters released through this Settlement, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorney's fees and costs.

If you object to the Settlement and/or to the Class Counsel's request for attorney's fees and expenses, you must, on or before November 22, 2013, file any such objection with the Court and provide copies of the objection to: William E. Parsons, Hawks Quindel, S.C., 222 W. Washington Ave. Suite 450, Madison, Wisconsin 53703, and to Jeffrey A. McIntyre, Whyte Hirschboeck Dudek, 33 East Main Street, Suite 300, Madison, Wisconsin 53701. The objection shall state (i) the objector's full name, address, and telephone number; (ii) the objector's dates of employment with Cleary and job title(s) while employed; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a list of all persons who will be called to testify in support of the objection; and, (vi) a statement whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

10. Are there more details available?

For additional information you may contact Class Counsel by (a) calling William E. Parsons at 608-257-0040, or (b) sending correspondence to William E. Parsons, Hawks Quindel, S.C., 222 W. Washington Ave. Suite 450, Madison, Wisconsin 53703, wparsons@hq-law.com.

NO INQUIRIES SHOULD BE DIRECTED TO THE COURT.

Dated: October 11, 2013

BY ORDER OF THE COURT
Clerk of the Court