NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING <u>KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.</u>

Superior Court of California, County of Orange (CASE NO. 30-2019-01061296-CU-OE-CJC)

IF YOU PROVIDED SERVICES TO LEAFFILTER NORTH, LLC IN CALIFORNIA, YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.

Your estimated Qualifying Work Weeks: << Workweeks>>
The Class's estimated Qualifying Work Weeks: 12,486
Your estimated Individual Settlement Share: << est Amount>>>

This is a court-authorized notice. This is not a solicitation from a lawyer.

- If finally approved by the Court, a proposed Settlement will resolve a class action lawsuit filed against LeafFilter North, LLC, Leaf Home Solutions, LLC, LeafFilter North Holdings, Inc., and Matthew J. Kaulig ("Defendants") involving claims under California's labor laws for alleged failure to: properly classify individuals who provided services to Defendants as employees, provide lawful meal periods and rest breaks, pay all wages due (including claims for time allegedly worked but not compensated, off-the-clock time, unpaid minimum wages and/or overtime), timely pay all wages due and owing at the time of termination reimburse for business expenses, provide or maintain accurate wage statements and records, among other allegations, on behalf of all individuals and entities, including employees or subcontractors of the entities performing the same services, who sold or installed Defendants' products in California (the "Class") beginning January 24, 2018 and ending on March 11, 2020 (the "Class Period").
- The proposed Settlement, as conditionally approved by the Court, is a compromise reached by the Parties and the two sides disagree on how much money, if any, might have been awarded if the case proceeded to trial. There has been no finding that Defendants violated the law, or that any of the allegations made in the lawsuit are true. Defendants deny that they did anything wrong and maintain they complied at all times with all applicable laws, rules, and regulations.
- There is no money available now, and no guarantee there will be. However, your legal rights are affected whether you act or do not act. Read this notice carefully. NO RETALIATION: Defendants will not fire, punish, retaliate, or otherwise discriminate against you because you choose to participate in this Settlement, choose not to participate, or object to the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Remain eligible to receive a payment. If the Court grants final approval of the Settlement, you will receive a payment in exchange for releasing the "Released Claims" as defined in Question 8 of this Notice.
ASK TO BE EXCLUDED	Get no payment. If you ask to be excluded you will not receive a payment but will not release the "Released Claims."
OBJECT TO THE SETTLEMENT	Advise the Court that the Settlement is unfair or otherwise improper and should not be approved.

Your options - and the deadlines to exercise them - are explained in this Notice.

- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. **Please be patient.**
- Any questions? Read on or call the Court-approved Settlement Administrator, CPT Group at 1(888) 355-0802.

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BASIC INFORMATION

1. Why did I get this notice package?

Defendants' records show that you currently or previously provided services, including sales and installations, to Defendants in California during the Class Period of January 24, 2018 to March 11, 2020.

The Court authorized this Notice because you have a right to know about the proposed compromise of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it and after any objections and appeals are resolved, the Settlement Administrator appointed by the Court will distribute payments under the terms of the Settlement (the "Individual Settlement Awards").

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The lawsuit is entitled *Kim v. LeafFilter North, LLC*, Civil No. 30-2019-01061296-CU-OE-CJC (the "Action"). The lawsuit alleges Defendants failed to: provide lawful meal periods and rest breaks, pay wages (including claims for time allegedly worked but not compensated, off-the-clock work, and unpaid minimum or overtime wages), pay all wages due and owing at the time of termination, reimburse for expenses, provide or maintain accurate wage statements and records, and other violations of California law. There has been no finding that Defendants violated the law, or that any of the allegations made in the lawsuit are true. Defendants deny that they did anything wrong and maintain they complied at all times with all applicable laws, rules, and regulations.

On March 2, 2021, the Court approved the Plaintiffs' motion for an order that does the following:

- 1.) conditionally certifies the Class for settlement purposes only;
- 2.) grants preliminary approval of the proposed Settlement;
- 3.) approves this Notice, which includes setting a schedule and procedure for filing objections and exclusion requests; and
- 4.) schedules a final fairness determination hearing for consideration of final Court approval of the Settlement on July 30, 2021 at 1:30 p.m. in Dept. CX 101 of the Superior Court of California, County of Orange, Civil Complex Center, located at 751 W Santa Ana Blvd., Santa Ana, CA 92701 (the "Final Approval Hearing").

The Court file contains the Settlement documents with more information about the lawsuit.

3. What is a class action and who is involved?

In a class action lawsuit, a person may sue on behalf of other individuals who are alleged to have similar claims. Here, Edward Kim and Randy Biddle (the Plaintiffs, who are also referred to as "Class Representatives") sued the Defendants on behalf of themselves and other people alleged to have similar claims. Those other people together are called the "Class" or "Class Members." One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Settlement (also called "opting-out"), as described in Question 12 below.

4. Why is there a settlement?

The Court has not decided whether Plaintiffs or Defendants are correct. By conditionally certifying this class action for settlement purposes only, granting preliminary approval of the proposed Settlement, and issuing this Notice, the Court is not suggesting that Plaintiffs would win or lose this case if it proceeded to trial.

There has been no finding that Defendants violated the law, or that any of the allegations made in the lawsuit are true. Defendants deny that they did anything wrong and maintain they complied at all times with all applicable laws, rules, and regulations.

However, the parties have agreed to settle this lawsuit. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial and affected employees can receive compensation.

The Class Representatives and their attorneys believe the Settlement is fair, reasonable and adequate and in the best interests of all Class Members.

WHO IS IN THE CLASS SETTLEMENT?

5. How do I know if I am part of the settlement?

The Court decided that all individuals and entities, including employees or subcontractors of the entities performing the same services, who sold or installed Defendants' products in the State of California at any time between January 24, 2018 to March 11, 2020 are Class Members. It was preliminarily determined that you fit within this description based on Defendants' business records.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Settlement Administrator using the contact information provided in Questions 15 and 24.

THE SETTLEMENT BENEFITS - WHAT YOU GET

7. What does the Settlement provide?

Provided the Settlement is finally approved by the Court, Defendants agree to establish a "Gross Settlement Fund" of up to Two Million Eight Hundred Thousand Dollars (\$2,800,000) to resolve the claims of all Settlement Class Members. The Gross Settlement Fund includes (a) expenses and fees of the Settlement Administrator up to \$18,000; (b) an Enhancement Award of \$20,000 to each Class Representative; (c) attorneys' fees of up to \$933,333 and litigation expenses of up to \$25,000 to Class Counsel; and (d) \$50,000 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698, et seq. ("PAGA"). Of this amount, 75% or \$37,500 shall be distributed to the LWDA, the remaining 25% or \$12,500 shall be allocated to the Class and paid pro rata to Participating Class Members on a Qualifying Work Week basis. Defendants also agree to pay their employer-side payroll taxes ("Employer Taxes") in addition to the Gross Settlement Fund. The Court must approve these payments at the Final Approval Hearing.

The net sum remaining after deducting these Court-approved payments (called the "Net Settlement Fund") will be available for distribution to Class Members ("Participating Class Members"), as described in Question 9 below. The total amount actually distributed to all Participating Class Members shall equal 100% of the Net Settlement Fund (the "Guaranteed Minimum Payout"). Any unclaimed amounts shall remain in the Net Settlement Fund for distribution to Participating Class Members. The Parties estimate that the Net Settlement Fund will be approximately one million, seven hundred forty-six thousand, one hundred and sixty-seven dollars. (\$1,746,167).

Provided that the Settlement is finally approved by the Court, Defendants will deposit the Gross Settlement Fund and its Employer Taxes with the Settlement Administrator within ten (10) business days following the Effective Date. The actual amount of the Gross Settlement Fund shall be based on the value of valid claims timely received from Participating Class Members.

The Settlement is non-reversionary, meaning that the entire Gross Settlement Fund will be paid by Defendants and none of the Gross Settlement Fund will revert to Defendants, regardless of whether or not all Class Members participate in the Settlement.

8. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit asserting the legal issues that were or could have been brought in this case through the date the Court hears the motion for preliminary approval of this Settlement. It also means that all of the Court's orders will apply to you and legally bind you. See Question 12 if you want to find out how to exclude yourself from participation in the Class. All Class Members who do not exclude themselves are "Settlement Class Members." Unless you exclude yourself, you will release Defendants and all of their respective former, present, and future owners, parents, subsidiaries, affiliates, divisions, related entities, joint venturers, partners, corporations in common control, co-employers, service providers, predecessors, successors, and assigns, and past, present, and future officers, directors, employees, partners, shareholders, agents, associates, representatives, attorneys, insurers, and any other successors, assigns, or legal representatives of any of them (the "Released Parties") for all claims alleged in the Action and any and all other claims, causes of action, demands, injuries, grievances, obligations, losses, damages penalties, interest, fines, debts, liens, liabilities, attorneys' fees, costs, and any other form of relief or remedy in law or equity, of any type whatsoever, that occurred on or before the Effective Date of the Settlement that could reasonably have been brought based on the, or related to, or arising out of, facts alleged or any theory that could have been brought based on those facts in the Action, including without limitation, any claims under any California statute, regulation, rule or common law, or any other legal or equitable theory alleging any failure to comply with any wage and hour requirements, pay wages, overtime, travel time, and/or minimum wages for all hours worked, provide meal and rest breaks, pay premium pay for missed meal and rest breaks, pay all wages within the required time period upon discharge/termination, timely pay all wages during employment, pay all wages during employment, reimburse for expenses, provide complete and accurate wage statements, keep complete and accurate payroll records, as well as any and all claims for liquidated or punitive damages, statutory and civil penalties, attorneys' fees or costs and expenses associated therewith, whether at common law, pursuant to statute, ordinance or regulation, in equity or otherwise, and whether

arising under federal, state or other applicable law; including, but not limited to, California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, et seq., and Business and Professions Code section 17200, et seq., and any applicable IWC Wage Orders. Released Claims also include any claim against Defendants for attorneys' fees or costs/expenses associated with Class Counsel's representation of the Plaintiffs and Class.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will not be able to sue Defendants for any of the claims brought in the Action.

The Court file contains the complete Settlement documents with more information about the lawsuit. Information about the case may also be obtained by contacting the attorneys or Settlement Administrator using the contact information provided in Question 24.

9. How do I get a payment?

If you choose to participate in the Settlement, you don't need to do anything. The Settlement Administrator is in charge of mailing payments to Participating Class Members. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure that you receive your settlement payment should the Court order final approval of the Settlement. If you move and the Settlement Administrator cannot locate a current address for you, you will not receive a payment.

10. When would I get my payment?

The Settlement Administrator will distribute Individual Settlement Awards only after the Court enters an order granting final approval of the Settlement following the Final Approval Hearing. If there is an appeal of an order granting final approval of the Settlement, payments will be delayed until all appeals are resolved in favor of the Settlement. Following the Effective Date of the Settlement, Defendants will pay the Gross Settlement Fund, as approved by the Court, and any distribution of Individual Settlement Awards to Participating Class Members may not occur until after August 18, 2021. Please be patient. Because Defendants will not fund the Settlement until after the deadline for submission of requests for exclusion and objections, it is important that you advise the Settlement Administrator of any changes to your mailing address and other contact information should they change after the deadline for requests for exclusion or objections.

11. How much will my payment be?

The distribution formula set forth in the Settlement, as conditionally approved by the Court, is based on a ratio of the number of Work Weeks you worked for Defendants in eligible positions during the Class Period ("Qualifying Work Weeks") to the number of Qualifying Work Weeks other Class Members worked for Defendants during the same period. You are therefore eligible to receive a share of the Net Settlement Fund calculated in proportion to the time you worked for Defendants. Your Qualifying Work Weeks were determined from Defendants' records. If you disagree with the number of Qualifying Work Weeks set forth in the attached Notice, you may submit any records to the Settlement Administrator to support the number of Work Weeks you contend you worked for Defendants.

The Settlement Administrator calculated the estimated amount of your Individual Settlement Award, as shown on the first page of this Notice. However, the final amount will not be known until after time has expired for all Class Members to return their requests for exclusion from the Settlement. Class Members who request exclusion will have their share of the Settlement reapportioned as available for distribution to Participating Class Members (subject to the Guaranteed Minimum Payout described in Question 7), possibly resulting in adjustments to the Individual Settlement Awards prior to distribution by the Settlement Administrator.

Any settlement checks distributed by the Settlement Administrator shall remain valid and negotiable for 180 calendar days from the date of its issuance, but if not cashed within that time will be deemed null and void and of no further force and effect, and the amount of any uncashed checks shall be paid to the California Unclaimed Property Fund. However, if you fail to timely cash a settlement check, you nevertheless remain a member of the Settlement Class and shall be bound by all terms of the Settlement and the Court's final approval order.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendants, at your own expense, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself – or is sometimes referred to as "opting out" of the Settlement.

12. How do I get out of the settlement?

To exclude yourself from the Settlement, you must mail to the Settlement Administrator the enclosed "Request for Exclusion Form," or

its equivalent setting forth your name, address, telephone number, and your signature. In the letter, you must state that you wish to exclude yourself from the *Kim v. LeafFilter Class Action* settlement and that you understand that by doing so you will not receive any payment from the Settlement. You must mail your exclusion request postmarked no later than June 1, 2021 to:

Kim, et al. v. LeafFilter North, LLC, et al. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Toll Free Number: 1(888) 355-0802

Website: https://www.cptgroupcaseinfo.com/leaffiltersettlement

13. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims this Settlement resolves. If you have a pending lawsuit against Defendants, speak to your lawyer in that case immediately. You may need to exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is June 1, 2021.

If you start your own lawsuit against Defendants after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims.

14. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, you will not receive any money from this Settlement and will not release the "Released Claims" as defined in Ouestion 8 of this Notice.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

As a Class Member, you may object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you should send the enclosed Objection Form or its equivalent, setting forth your objection or an intent to appear and object to the Settlement to the Settlement Administrator no later than June 1, 2021, stating why you object to the Settlement in *Kim, et al. v. LeafFilter North, LLC, et al.*, Case No. 30-2019-01061296-CU-OE-CJC. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Absent good cause found by the Court, if you fail to file a written objection by June 1, 2021, you may be foreclosed from making any objection to the Settlement, whether by appeal or otherwise.

Notwithstanding the above-described objection procedure, you may also appear and discuss your objections with the Court and the Parties at the Final Approval Hearing set for July 30, 2021 at 1:30 p.m. in Department CX 101 of the Superior Court for the State of California, County of Orange, Civil Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701.

Due to the COVID-19 pandemic, hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall, or a comparable mode of communication with the Court by telephone or video. If that remains the case at the time of the final fairness hearing, Class Members who wish to appear at the final fairness hearing should contact Class Counsel to arrange a telephonic appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member shall be paid by Class Counsel.

The names and address of the Settlement Administrator are:

Kim, et al. v. Leaffilter North, LLC, et al. c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606

Toll Free Number: 1(888) 355-0802

Website: https://www.cptgroupcaseinfo.com/leaffiltersettlement

16. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

By doing nothing you are choosing to stay in the Class and receive an Individual Settlement Payment provided the Court grants final approval of the Settlement. Keep in mind that if you do nothing now, you will release the "Released Claims" as described in Question 8 of this Notice. You will also be legally bound by all orders and judgments of the Court in this class action.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Court decided that Azadian Law Group, PC, 707 Foothill Blvd., Suite 200, La Canada Flintridge, California 91011, the Spivak Law Firm, 16530 Ventura Boulevard, Suite 203 Encino, California 91436, and United Employees Law Group, 5500 Bolsa Ave., Suite 201, Huntington Beach, California 92649 are qualified to represent you and all Class Members. The law firms are referred to collectively as "Class Counsel." They are experienced in handling similar cases against other employers. You will not be charged for these lawyers.

19. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel are working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

20. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees up to \$933,333, and litigation expenses estimated to be up to \$25,000.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, although you do not have to.

21. When and where will the court decide whether to approve the settlement?

The Final Approval Hearing is scheduled to occur on July 30, 2021 at 1:30 p.m. in Dept. CX 101 of the Superior Court of California, County of Orange, Civil Complex Center, located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The Court may continue or adjourn the Final Approval Hearing without further notice to the Class. At this hearing the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who ask to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you are not required to come to Court to talk about it. As long as you timely filed and mailed your written objection or notice of intent to appear, the Court will consider your objection or may allow you to speak at the hearing regardless. You may also pay your own lawyer to attend, but it's not necessary.

23. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. The Parties recommend that you send a letter saying that it is your "Notice of Intention to Appear in KIM, et al. V. LEAFFILTER NORTH, LLC, et al., Case No. 30-2019-01061296-CU-OE-CJC." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear should be postmarked no later than June 1, 2021, and sent to the Settlement Administrator at the addresses provided in Question 15. You cannot speak at the hearing if you excluded yourself.

GETTING MORE INFORMATION

24. Are more details available?

The Court-appointed Settlement Administrator for this Settlement is as follows:

Kim, et al. v. LeafFilter et.al. c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 Toll Free Number: 1(888) 355-0802

https://www.cptgroupcaseinfo.com/leaffiltersettlement

If you have questions, you may call the Settlement Administrator toll free at the above number. Ask about the Kim v. LeafFilter Class Action.

You can also find a copy of the Settlement Agreement, Preliminary Approval Order, and this Class Notice on the website: https://www.cptgroupcaseinfo.com/leaffiltersettlement. This website will also contain the dates for the deadlines to opt out of the settlement, file an objection, and the date and time of the Final Approval Hearing. Once available, the Final Approval Order and Judgment will also be posted to the website.

You may also contact counsel for the Parties.

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PLEASE DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT.

You can also view and obtain copies of the documents filed in this case by going to the Clerk's office located at Superior Court of California, County of Orange, 700 Civic Center Drive, Santa Ana, CA 92701. The Court file contains the complete Settlement documents with more information about the lawsuit. Information about the case may also be obtained by contacting the attorneys or Settlement Administrator using the contact information provided in Question 24. Information about the case may be obtained by visiting the Court's website at https://ocjustice.occourts.org/civilwebShoppingNS/Login.do and searching by the case number assigned to this case. The case number is as follows: 30-2019-01061296-CU-OE-CJC