

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Civil Complex Center 751 W. Santa Ana Blvd Santa Ana, CA 92701	
SHORT TITLE: Kim vs. LeafFilter North, LLC	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: 30-2019-01061296-CU-OE-CXC

I certify that I am not a party to this cause. I certify that a true copy of the above Order of Final Approval and Judgment dated 05/26/22 has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practice and addressed as indicated below. This certification occurred at Santa Ana, California on 5/31/22. Following standard court practice the mailing will occur at Sacramento, California on 6/1/22.

UNITED EMPLOYEES LAW GROUP, P.C.
4276 KATELLA AVENUE 301
LOS ALAMITOS, CA 90720

Clerk of the Court, by:  _____, Deputy

I certify that I am not a party to this cause. I certify that the following document(s), Order of Final Approval and Judgment dated 05/26/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on May 31, 2022, at 3:38:27 PM PDT. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

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Clerk of the Court, by:  _____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**

14 EDWARD KIM and RANDY BIDDLE, on
15 behalf of themselves, all others similarly
16 situated, and the general public, and as
17 "aggrieved employees" on behalf of other
18 "aggrieved employees" under the Labor Code
19 Private Attorneys General Act of 2004,

20 *Plaintiff(s),*

21 vs.

22 LEAFFILTER NORTH, LLC, an Ohio limited
23 liability company; LEAFFILTER NORTH
24 HOLDINGS, INC., an Ohio limited liability
25 company; LEAF HOME SOLUTIONS, LLC,
26 an Ohio limited liability company;
27 MATTHEW J. KAULIG dba LeafFilter North,
28 Inc.,

Defendant(s).

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 26 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: LM DEPUTY

Case No.: 30-2019-01061296-CU-OE-CXC

[Assigned for All Purposes to the Hon.
Glenda Sanders, Dept. CX101]

**ORDER OF FINAL APPROVAL AND
JUDGMENT**

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18 RANDY BIDDLE and all others similarly situated
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1 **ORDER OF FINAL APPROVAL AND JUDGMENT**

2 On May 13, 2022 at 1:30 p.m., the Unopposed Motion For Final Approval Of Class
3 Action Settlement and Unopposed Motion For award Of Attorneys’ Fees, Costs, Incentive
4 Payment To Class Representative, And Settlement Administration Expenses filed by Plaintiffs
5 Randy Biddle and Edward Kim (collectively, “Plaintiffs”) came on for hearing in Department
6 CX101 of the Orange County Superior Court, located at 751 W Santa Ana Blvd., Santa Ana, CA
7 92701.

8 On March 2, 2021, this Court issued an Order Granting Preliminary Approval of the
9 Second Amended Stipulation of Class Action Settlement and Release (the “Settlement”), which
10 was filed as Exhibit A to the Declaration of George S. Azadian, Esq. on January 26, 2021
11 (**Register of Actions No. 90**). All the capitalized terms used herein have the same meaning as
12 defined in the Settlement. The Court-approved Class Notice of the Settlement is attached hereto
13 as **Exhibit A**.

14 After full consideration of the evidence, the pleadings and papers filed by the parties in
15 connection therewith, arguments of counsel and all other matters presented to the Court, and
16 good cause having been shown, IT IS HEREBY ORDERED that the Unopposed Motion For
17 Final Approval Of Class Action Settlement and Unopposed Motion For award Of Attorneys’
18 Fees, Costs, Incentive Payment To Class Representatives, And Settlement Administration
19 Expenses are GRANTED based on the conditions below.

20 **I. RECITALS**

21 **Class Definition:** The “Class” consists of “all individuals and entities, including
22 employees or subcontractors of the entities performing the same services, who sold or installed
23 Defendants’ products in the State of California at any time during the Class Period.” (Settlement
24 § I. 3.) The “Settlement Class” consists of all Class Members who do not timely and validly
25 request exclusion. (Settlement § I. 7.)

26 **Class Period:** The “Class Period” is January 24, 2018 through March 11, 2020.
27 (Settlement § I. 3.)

1 **Class Size:** The Class consists of five hundred ninety-nine (599) Class Members. Due
2 to two (2) valid requests for exclusion, the Settlement Class consists of five hundred ninety-
3 seven (597) members.

4 **Class Notice:** The Preliminary Approval Order further directed the Parties to provide the
5 Class Notice to the Settlement Class, which informed class members of: (a) the proposed
6 Settlement, and the Settlement’s key terms; (b) the date, time, and location of the Final Approval
7 Hearing; (c) the right of any Settlement Class Member (defined as individuals included within
8 the definition of the Settlement Class) to object to the proposed Settlement, and an explanation of
9 the procedures to exercise that right; (d) the right of any Settlement Class Member to exclude
10 themselves from the proposed Settlement, and an explanation of the procedures to exercise that
11 right; and (e) an explanation of the procedures for Settlement Class Members to participate in the
12 proposed Settlement. The Court-approved Class Notice of the Settlement is attached hereto as
13 **Exhibit A.**

14 II. **FINDINGS**

15 1. This Court has jurisdiction over the subject matter of the action and over all
16 parties to the action, including all members of the Class.

17 2. The Court finds that the Settlement Class is properly certified as a class for
18 settlement purposes only. The Court finds the definition of the Settlement Class sufficient for
19 purposes of California Rule of Court 3.765(a). The Settlement Class is sufficiently numerous,
20 Plaintiffs are typical of the Class, and the class action process is a superior method to resolve the
21 claims raised in the action.

22 3. **The Settlement is Fair, Reasonable, and Adequate:** The Settlement provides
23 for a common fund Gross Settlement Amount of \$2,800,000. The Settlement also provides that
24 the employer’s share of payroll taxes on 10% allocated to wages, will be paid in addition to the
25 Gross Settlement Fund. The Court finds the Settlement was entered into in good faith, that the
26 settlement is fair, reasonable, and adequate, and that the settlement satisfies the standards and
27 applicable requirements for final approval of this class action settlement under California law,
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1 including the provisions of California Code of Civil Procedure section 382 and California Rules
2 of Court, Rule 3.769.

3 4. The Court finds that:

- 4 a. Plaintiffs' investigation and discovery have been sufficient to allow the
5 Court and counsel to intelligently evaluate the Settlement.
- 6 b. The Settlement was reached through arm's-length bargaining between the
7 parties and was facilitated by a mediator. There is no
8 evidence of any collusion among the parties in reaching the Settlement.
- 9 c. George S. Azadian of Azadian Law Group, PC, David Spivak of the Spivak
10 Law Firm, and Walter Haines of United Employees Law Group ("Class
11 Counsel") are experienced in similar employment class action litigation and
12 have previously litigated and settled similar class actions.
- 13 d. The parties recognized the risks, expenses, delays, uncertainties, and
14 complexities of further litigation and trial on a class basis, and the
15 compromises reached in the Settlement reasonably account for such factors.
- 16 e. There were no objectors to the Settlement and only two (2) out of 599 Class
17 Members submitted valid requests for exclusion from the Settlement.
- 18 f. Approximately 99.67% of the Class will participate in the Settlement. Each
19 Settlement Class Member will receive an Individual Settlement Award
20 without having to submit a claim or take any action based on the number of
21 weeks worked during the Class Period.

22 5. The terms of the Settlement are hereby fully and finally approved as being fair,
23 reasonable, and adequate and in the best interests of the Settlement Class Members.

24 6. **Notice to the Class:** The Court finds that the Class Notice provided to the
25 Settlement Class conforms with the requirements of California Code of Civil Procedure section
26 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
27 and any other applicable law, and constitutes the best notice practicable under the circumstances,

1 by providing individual notice to all Settlement Class Members who could be identified through
2 reasonable effort, and by providing adequate notice of the proceedings and of the
3 matters set forth in the Notice to the other Settlement Class Members. The Class Notice adequately
4 informed Settlement Class Members of the terms and conditions of the Settlement; their rights
5 under the Settlement; the estimated amount of their payment; how to challenge the accuracy of
6 the information used to calculate their Individual Settlement Award, and the timeline for the
7 submission of a dispute; their right to exclude themselves from the Class and proposed
8 Settlement; their right to object to any aspect of the proposed Settlement; their right to appear at
9 the Final Approval hearing either on their own behalf or through counsel hired at their own
10 expense; and the binding effect of the Orders in this Action, whether favorable or unfavorable,
11 on all persons who did not properly request exclusion from the Class. The Class Notice
12 satisfied the requirements of due process. The Court-approved Notice of th Settlement is
13 attached hereto as **Exhibit A**.

14 7. **Exclusions From the Settlement:** The two (2) Class Members who have
15 submitted valid requests for exclusion from the Settlement are: (1) Robert Kohl; and (2)
16 Guillermo Castillo. These individuals are not bound by the Settlement in any manner
17 whatsoever.

18 8. **Objection to the Settlement:** There are no objections to the Settlement.

19 9. **Incentive Payment To Plaintiffs:** In recognition of the Plaintiffs' efforts on
20 behalf of the Settlement Class, the Court hereby approves the payment of an incentive award of
21 \$10,000 to each Plaintiff ("Incentive Award"). The Court finds that the Incentive Awards are
22 reasonable and appropriate in light of the time and effort dedicated to the case, risks and burdens
23 undertaken and the services performed on behalf of the Class and the broader release being granted
24 to Defendants.

1 10. **Attorneys' Fees & Litigation Costs:** The Court approves the payment of
2 attorneys' fees to Class Counsel in the sum of \$933,333, plus the reimbursement of litigation
3 expenses in the sum of \$13,509.96. The Court finds that a fee award of one-third of the Gross
4 Settlement Fund is reasonable in light of the complexities of the case, the contingent nature of
5 the fee, the fact that Class Counsel advanced all litigation costs and expenses, the hours worked
6 by Class Counsel, and the results achieved by Class Counsel through the Settlement. The Court finds that
7 each of the costs and expenses submitted by Class Counsel were reasonably and necessarily incurred in
8 prosecuting the claims.

9 11. **Settlement Administrator Costs:** The Court approves the Settlement
10 Administrator's costs in the amount of \$18,000 to be paid to CPT Group, Inc. to be reasonable
11 and appropriate in light of the worked performed by the Settlement Administrator.

12 12. **Allocation To PAGA Claims:** A Total of \$50,000 is to be allocated for resolution
13 of any claims that could be or could have been asserted under the Private Attorney General Act
14 of 2004 ("PAGA"), codified in Cal. Lab. Code § 2698, *et seq.*, pertaining to or premised upon
15 the alleged violations settled by the Settlement. (Settlement § II. 25.) Pursuant to California
16 Labor Code section 2699(i), and subject to approval by the Court under California Labor Code
17 section 2699(1), \$37,500 out of the Settlement Fund will be paid to the California Labor and
18 Workforce Development Agency, in resolution of the PAGA claims. The remaining \$12,500 of
19 the amount attributed to the PAGA claims will be paid as part of the payment to the Settlement
20 Class. The Court finds the PAGA payment is reasonable.

21 13. **California Code of Civil Procedure Section 384:** The Settlement is not subject
22 to California Code of Civil Procedure Section 384 because any unclaimed amounts shall remain
23 available to the recipient through the California State Controller's Office Unclaimed Property

1 Program. Any checks that are not cashed within one-hundred-eighty (180) calendar days from
2 the date of the mailing shall be canceled or voided and the Settlement Administrator shall pay
3 over the amount represented by the checks, including any otherwise unpaid interest accumulated
4 in the Net Fund Value, to the California State Controller's Office Unclaimed Property Program,
5 with the identity of the recipient of the check to whom the funds belong. Therefore, there will be
6 no unpaid residue or unclaimed or abandoned Class Member fund and the California Code of
7 Civil Procedure Section 384 shall not apply. (Settlement § II. 31.)

8 **III. ORDERS**

9 Based on the foregoing recitals and findings, and good cause appearing, **IT IS HEREBY**
10 **ORDERED, ADJUDGED, AND DECREED:**

11 1. The Class is certified for settlement purposes.

12 2. Excluded from the Class are the two (2) Class Members who have submitted valid
13 requests for exclusion from the Settlement: (1) Robert Kohl; and (2) Guillermo Castillo. These
14 individuals are not bound by the Settlement in any manner whatsoever.

15 3. The Settlement is fully and finally approved as fair, reasonable, adequate, and in
16 the best interests of the Class. The Parties are ordered to effectuate the Settlement in accordance
17 with this Order and the terms of the Settlement.

18 4. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
19 \$933,333, plus the reimbursement of litigation expenses in the sum of \$13,509.96.

20 5. The Court hereby approves the payment of an Incentive Award of \$10,000 to each
21 Plaintiff.

22 6. The Court approves the Settlement Administrator's costs in the amount of
23 \$18,000 to be paid to CPT Group, Inc.

24 7. The Court approves the \$50,000 allocated for resolution of any claims that could
25 be or could have been asserted under the Private Attorney General Act of 2004 ("PAGA"),
26 codified in Cal. Lab. Code § 2698, et seq., pertaining to or premised upon the alleged violations
27 settled by the Settlement. Pursuant to California Labor Code section 2699(i), \$37,500 out of the

1 Settlement Fund will be paid to the California Labor and Workforce Development Agency, in
2 resolution of the PAGA claims. The remaining \$12,500 of the amount attributed to the PAGA
3 claims will be paid as part of the payment to the Settlement.

4 8. The Final Judgment shall bind each Settlement Class Member. Upon the
5 Effective Date, the Final Judgment shall operate as a release and discharge of Defendants and the
6 Released Parties based on the terms of the releases contained in the Settlement and stated
7 verbatim below.

8 a. Release By Settlement Class Members:

9 As of the Effective Date, and for the duration of the Class Period, Plaintiff and all
10 Settlement Class Members (on behalf of each of them and each of their heirs, executors,
11 administrators, and assigns) irrevocably and unconditionally fully release and forever discharge
12 Defendants and all of their respective former, present, and future owners, parents, subsidiaries,
13 affiliates, divisions, related entities, joint venturers, partners, corporations in common control,
14 co-employers, service providers, predecessors, successors, and assigns, and each of their past,
15 present, and future officers, directors, employees, partners, shareholders, agents, associates,
16 representatives, attorneys, insurers, and any other successors, assigns, or legal representatives of
17 any of them, including without limitation Leaf Holdings, LLC (collectively the “Released
18 Parties”), from claims alleged in the Action and any and all other claims, causes of action,
19 demands, injuries, grievances, obligations, losses, damages penalties, interest, fines, debts, liens,
20 liabilities, attorneys’ fees, costs, and any other form of relief or remedy in law or equity, of any
21 type whatsoever, that occurred on or before the Effective Date of the Settlement that could
22 reasonably have been brought based on or related to or arising out of facts alleged or any
23 theory that could have been brought based on those facts in the Action, including without
24 limitation, any claims under any California statute, regulation, rule or common law, or any other
25 legal or equitable theory alleging any failure to comply with any wage and hour requirements,
26 pay wages, overtime, travel time, training time, and/or minimum wages for all hours worked,
27 provide meal and rest breaks, pay premium pay for missed meal and rest breaks, timely pay all

1 wages during employment, pay all wages within the required time period upon
2 discharge/termination, pay all wages during employment, reimburse for expenses, provide
3 complete and accurate wage statements, keep complete and accurate payroll records, as well as
4 any and all claims for liquidated or punitive damages, statutory and civil penalties, attorneys'
5 fees or costs and expenses associated therewith, whether at common law, pursuant to statute,
6 ordinance or regulation, in equity or otherwise, and whether arising under federal, state or other
7 applicable law; including, but not limited to, California Labor Code sections 201, 202, 203, 204,
8 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and
9 2698, *et seq.*, and Business and Professions Code section 17200, *et seq.*, and any applicable IWC
10 Wage Orders. Released Claims also include any claim against Defendants for attorneys' fees or
11 costs/expenses associated with Class Counsel's representation of the Plaintiffs and Class ("the
12 Released Claims").

13 b. Release By Named Plaintiffs:

14 As of the Effective Date, and for the duration of the Class Period, each Plaintiff (on his
15 own behalf and on behalf of his heirs, executors, administrators, and assigns) knowingly and
16 voluntarily releases and forever discharges the Released Parties from any and all claims, known
17 and unknown, asserted and unasserted, that he has or may have had against Defendants or any of
18 the Released Parties. Such claims include, but are not limited to: breaches of contract, whether
19 written, oral or implied; violations of any public policy; tort claims, including but not limited to
20 intentional infliction of emotional distress and negligent infliction of emotional distress,
21 defamation, misrepresentation, and fraud; retaliation claims; common law claims; any other
22 claims for damages, costs, fees, or other expenses, including attorneys' fees; and any violations
23 of statutes, laws, and regulations, including without limitation Title VII of the Civil Rights Act
24 of 1964, as amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of
25 the United States Code, as amended; The Americans with Disabilities Act of 1990, as amended;
26 The Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit
27 Protection Act; the Employment Retirement Income Security Act of 1974, as amended; the

1 Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family
2 and Medical Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair
3 Employment and Housing Act – Cal. Gov’t Code § 12900, *et seq.*; the California Family Rights
4 Act – Cal. Govt. Code §12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51,
5 *et seq.*; the California Whistleblower Protection Law – Cal. Lab. Code §1102-5(a) to (c); the
6 California Occupational Safety and Health Act, as amended, California Labor Code § 6300, *et*
7 *seq.*, and any applicable regulations thereunder; the California Labor Code; the Labor Code
8 Private Attorneys General Act of 2004 – Cal. Lab. Code §§ 2698, *et seq.*; California Labor Code
9 § 132a; and any other federal, state, or local civil employment law, statute, regulation, or
10 ordinance capable of being released by Plaintiff, excluding any claims that cannot be released as
11 a matter of law. Plaintiffs represent that other than the claims already made and settled in this
12 Settlement, Plaintiffs have no claims for indemnity under Labor Code section 2802.

13 To effect a full and complete general release as described above, Plaintiffs expressly
14 waive and relinquish all rights and benefits of California Civil Code section 1542, and do so
15 understanding and acknowledging the significance and consequence of specifically waiving
16 rights under Civil Code section 1542, which states as follows:

17 **A general release does not extend to claims that the creditor or**
18 **releasing party does not know or suspect to exist in his or her**
19 **favor at the time of executing the release and that, if known by**
20 **him or her, would have materially affected his or her settlement**
with the debtor or released party.

21 Thus, notwithstanding the provisions of Civil Code section 1542, and to implement a full
22 and complete release and discharge, Plaintiffs expressly acknowledge this Settlement is intended
23 to include in their effect, without limitation, all known and unknown claims, including any
24 claims that Plaintiffs do not know or suspect to exist in his favor against the Released Parties at
25 the time of signing this Settlement, and that this Settlement contemplates the extinguishment of
26 any such claim or claims. Each Plaintiff acknowledges he may later discover facts different from
27 or in addition to those he now knows or believes to be true regarding the matters released or

1 described in this Settlement, and nonetheless agrees that the releases and agreements contained
2 in this Settlement shall remain fully effective in all respects notwithstanding any later discovery
3 of any different or additional facts. Each Plaintiff assumes any and all risks of any mistake in
4 connection with the true facts involved in the matters, disputes, or controversies described in this
5 Settlement or with regard to any facts now unknown to each Plaintiff relating to those matters.

6 9. **Notice Of Judgement:** Per California Rules of Court, Rule 3.771(b) and as
7 stated in the Class Notice, Settlement Administrator will post the Final Approval Order and
8 Judgement on the webpage created for purposes of the Settlement and contained in the Class
9 Notice. The webpage shall remain active and open for viewing for one hundred and twenty
10 (120) days following posting the Final Approval Order and Judgement.

11 10. **Compliance Hearing And Declaration Re Accounting After Distribution:** The
12 Court sets a compliance hearing on **January 18, 2023 at 1:30 p.m** in Dept. CX101. The parties shall file a
13 declaration setting forth a final accounting and final distribution of the settlement funds no later
14 than five (5) Court days prior to the hearing.

15 11. **Continuing Jurisdiction:** Without affecting the finality of this order or the entry
16 of judgment in any way, pursuant to California Rule of Court 3.769(h) and to Code of Civil
17 Procedure § 664.6, the Court retains jurisdiction with respect to all matters related to the
18 interpretation, administration, implementation, effectuation, enforcement of this Order and the
19 Settlement, and the determination of all controversies relating thereto.

20 **IV. JUDGMENT**

The Court hereby enters judgment in accordance with the terms of the order set forth above.

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IT IS SO ORDERED AND ADJUDGED.

Dated: May 26, 2022



Hon. Glenda Sanders
Judge of the Superior Court

EXHIBIT A

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

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	<p>Remain eligible to receive a payment.</p> <p>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.</p>
ASK TO BE EXCLUDED	<p>Get no payment.</p> <p>If you ask to be excluded you will not receive a payment but will not release the “Released Claims.”</p>
OBJECT TO THE SETTLEMENT	<p>Advise the Court that the Settlement is unfair or otherwise improper and should not be approved.</p>

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.**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION Page 3

1. Why did I get this notice package?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is there a settlement?

WHO IS IN THE CLASS SETTLEMENT Page 4

5. How do I know if I am part of the settlement?
Are there exceptions to being included?
6. I'm still not sure if I am included.

THE SETTLEMENT BENEFITS - WHAT YOU GET Page 4

7. What does the settlement provide?
8. What am I giving up to get a payment or stay in the Class?
9. How do I get a payment?
10. When would I get my payment?
11. How much will my payment be?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... Page 5

12. How do I get out of the settlement?
13. If I do not exclude myself, can I sue Defendants for the same thing later?
14. If I exclude myself, can I get money from this lawsuit?

OBJECTING TO THE SETTLEMENT Page 6

15. How do I tell the Court that I do not like the settlement?
16. What's the difference between objecting and excluding?

IF YOU DO NOTHING..... Page 7

17. What happens if I do nothing at all?

THE LAWYERS REPRESENTING YOU..... Page 7

18. Do I have a lawyer in this case?
19. Should I get my own lawyer?
20. How will the lawyers be paid?

THE COURT'S FAIRNESS HEARING Page 7

21. When and where will the court decide whether to approve the settlement?
22. Do I have to come to the hearing?
23. May I speak at the hearing?

GETTING MORE INFORMATION..... Page 8

24. Are more details available?

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/leafiltersettlement>

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 Question 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/leafiltersettlement>

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/leafiltersettlement>

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/leafiltersettlement>. 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.

Counsel for Plaintiff

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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

**AVISO DE LA PENDENCIA DEL ACUERDO DE DEMANDA COLECTIVA Y LA AUDIENCIA DE APROBACIÓN FINAL
KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
 Corte Superior de California, Condado de Orange
 (NÚMERO DE CASO 30-2019-01061296-CU-OE-CJC)**

SI USTED PROPORCIONÓ SERVICIOS A LEAFFILTER NORTH, LLC EN CALIFORNIA, USTED PUEDE OBTENER UN PAGO DEL ACUERDO DE DEMANDA COLECTIVA.

Sus Semanas de Trabajo Calificadas Estimadas: <<Workweeks>>

Las Semanas de Trabajo Calificadas Estimadas de la Clase: **12,486**

Su Parte Individual del Acuerdo estimada: <<estAmount>>

Este es un aviso autorizado por la corte. Esto no es una solicitud de un abogado.

- Si es aprobado finalmente por la Corte, un Acuerdo propuesto resolverá una demanda colectiva presentada en contra de LeafFilter North, LLC, Leaf Home Solutions, LLC, LeafFilter North Holdings, Inc., y Matthew J. Kaulig (“Demandados”) involucrado reclamos bajo la leyes de trabajo de California por la supuesta falta de: no clasificar adecuadamente a los individuos que proporcionaron servicios a los Demandados como empleados, no proporcionar los períodos de comida y los períodos de descanso legales, no pagar todos los salarios debidos (incluyendo los reclamos por el tiempo supuestamente trabajado pero no compensado, el tiempo fuera de horario, el salario mínimo o de las extras no pagado), no pagar oportunamente todos los salarios debidos y que se deben al momento de la terminación, no reembolsar por los gastos de negocio, no proporcionar o mantener las declaraciones o registros de salarios precisos, entre otras alegaciones, en nombre de todos los individuos y entidades, incluyendo los empleados o subcontratistas de las entidades realizando los mismos servicios, que vendieron o instalaron los productos de los Demandados en California (la “Clase”) empezando el 24 de enero del 2018 y terminando el 11 de marzo del 2020 (el “Período de la Clase”).
- El Acuerdo propuesto, como fue aprobado condicionalmente por la Corte, es un compromiso alcanzado por las Partes y las dos partes no están de acuerdo con cuánto dinero, si hay alguno, puede ser adjudicado si el caso procede a un juicio. No se ha determinado que los Demandados violaron la ley, o que algunas de las alegaciones hechas en la demanda son verdaderas. Los Demandados niegan que hicieron algo malo y sostienen que cumplieron en todo momento con todas las leyes, reglas y regulaciones aplicables.
- No hay dinero disponible ahora, y no hay garantía de que lo haya. Sin embargo, sus derechos legales son afectados si actúa o no actúa. **Lea este aviso cuidadosamente. NINGUNAS REPRESALIAS: Los Demandados no despedirán, castigarán, tomarán represalias, o de otra manera discriminarán en contra de cualquier persona porque usted eligió participar en este Acuerdo, decide no participar, u objeta al Acuerdo.**

SUS DERECHOS Y OPCIONES LEGALES EN ESTA DEMANDA	
HACER NADA	<p>Seguir siendo elegible para recibir un pago.</p> <p>Si la Corte concede la aprobación final del Acuerdo, usted recibirá un pago a cambio de liberar los “Reclamos Liberados” como se define en la Pregunta 8 de este Aviso.</p>
PEDIR SER EXCLUIDO	<p>No Obtener un Pago.</p> <p>Si usted pide ser excluido no recibirá un pago pero no liberará los “Reclamos Liberados.”</p>
OBJETAR AL ACUERDO	<p>Informar a la Corte de que el Acuerdo no es justo o de otra manera inadecuado y no debe ser aprobado.</p>

Sus opciones – y las fechas límites para ejercerlas – se explican en este Aviso.

- La Corte encargada de este caso aún tiene que decidir si concede la aprobación final del Acuerdo. Los pagos se harán si la Corte aprueba el Acuerdo y después de que se resuelvan las apelaciones. **Por favor sea paciente.**
- **¿Alguna pregunta? Siga leyendo o llame al Administrador de Reclamos aprobado por la Corte, CPT Group, Inc. al 1(888) 355-0802.**

QUÉ CONTIENE ESTE AVISO

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INFORMACIÓN BÁSICA

1. ¿Por qué recibí este paquete de aviso?

Los registros de los Demandados muestran que usted proporciona servicios actualmente o previamente proporcionó servicios, incluyendo las ventas e instalaciones, a los Demandados en California durante el 24 de enero del 2018 hasta el 11 de marzo del 2020.

La Corte autorizó este Aviso porque usted tiene derecho a saber sobre el acuerdo compuesto de esta demanda colectiva y sobre todas sus opciones, antes de que la Corte decida si aprueba el Acuerdo. Si la Corte lo aprueba y después de que se resuelvan cualquiera de las objeciones y apelaciones, el Administrador del Acuerdo asignado por la Corte distribuirá los pagos bajo los términos del Acuerdo (las “Adjudicaciones Individuales del Acuerdo”).

Este Aviso explica la demanda, el Acuerdo, sus derechos legales, cuales beneficios están disponibles, quién es elegible a ellos, y como obtenerlos.

2. ¿De qué se trata esta demanda?

La demanda se titula *Kim v. LeafFilter North, LLC*, Número Civil 30-2019-01061296-CU-OE-CJC (la “Demanda”). La demanda alega que los Demandados: no proporcionaron los períodos de comida y de descanso legales, no pagaron los salarios (incluyendo los reclamos por el tiempo supuestamente trabajado pero no compensado, el tiempo fuera de horario, el salario mínimo o de las extras no pagado), no pagaron oportunamente todos los salarios debidos y que se deben al momento de la terminación, no reembolsaron por los gastos, no proporcionaron o mantuvieron las declaraciones o registros de salarios precisos y otras violaciones de la ley de California. No se ha determinado que los Demandados violaron la ley, o que algunas de las alegaciones hechas en la demanda son verdaderas. Los Demandados niegan que hicieron algo malo y sostienen que cumplieron en todo momento con todas las leyes, reglas y regulaciones aplicables.

El 2 de marzo del 2021, la Corte aprobó la petición de los Demandantes para una orden que hace lo siguiente:

- 1.) certifica condicionalmente a la Clase solamente para los propósitos del acuerdo;
- 2.) concede la aprobación preliminar del Acuerdo propuesto;
- 3.) aprueba este Aviso, que incluye establecer un programa y procedimiento para presentar objeciones y solicitudes de exclusión; y
- 4.) programa una audiencia de la decisión de equidad final para la consideración de la aprobación final de la Corte del Acuerdo el 30 de julio del 2021 a la 1:30 p.m. en el Depto. CX 101 de la Corte Superior de California, Condado de Orange, Centro del Complejo Civil, ubicada en 751 W Santa Ana Blvd., Santa Ana, CA 92701 (la “Audiencia de Aprobación Final”).

El expediente de la Corte contiene los documentos del Acuerdo con más información sobre la demanda.

3. ¿Qué es una demanda colectiva y quién está involucrado?

En una demanda colectiva, una persona puede demandar en nombre de otros individuos que supuestamente tienen reclamos similares. Aquí, Edward Kim y Randy Biddle (los Demandantes, quienes también se conocen como los “Representantes de la Clase”) demandaron a los Demandados en nombre de sí mismos y de otras personas que supuestamente tienen reclamos similares. Las demás personas juntas son una “Clase” o “Miembros de la Clase.” Una corte resuelve los asuntos para todos en la Clase—excepto para aquellas personas que eligen excluirse del Acuerdo (también se llama “optar por salir”), como se describe en la Pregunta 12 a continuación.

4. ¿Por qué hay un acuerdo?

La Corte no ha decidido si los Demandantes o los Demandados tienen la razón. El certificar condicionalmente esta demanda colectiva sólo para los propósitos del acuerdo, conceder la aprobación preliminar del Acuerdo propuesto, y al emitir este Aviso, la Corte no está sugiriendo que los Demandantes deben ganar o perder este caso si se fuera a juicio.

No se ha determinado que los Demandados violaron la ley, o que algunas de las alegaciones hechas en la demanda son verdaderas. Los Demandados niegan que hicieron algo malo y sostiene que cumplieron en todo momento con todas las leyes, reglas y regulaciones aplicables.

Sin embargo, las partes han acordado resolver esta demanda. Al acordar resolver la demanda, todas las partes evitan los riesgos y costos de un juicio y los empleados afectados pueden recibir una compensación.

Los Representantes de la Clase y sus abogados creen que el Acuerdo es justo, razonable y adecuado y en el mejor interés de todos los Miembros de la Clase.

¿QUIÉN ESTÁ EN LA CLASE DEL ACUERDO?

5. ¿Cómo sé si soy parte del acuerdo?

La Corte decidió que todas las personas y entidades, incluyendo los empleados o subcontratistas de las entidades que realizan los mismos servicios, que vendieron o instalaron los productos de los Demandados en el Estado de California en cualquier momento entre el 24 de enero del 2018 hasta el 11 de marzo del 2020 son Miembros de la Clase. Se determinó que pertenece a esta descripción según los registros comerciales de los Demandados.

6. Todavía no estoy seguro si estoy incluido.

Si todavía no está seguro si está incluido, puede obtener ayuda gratuita llamando o escribiendo al Administrador del Acuerdo utilizando la información de contacto proporcionada en las Preguntas 15 y 24.

LOS BENEFICIOS DEL ACUERDO – LO QUE OBTIENE

7. ¿Qué proporciona el Acuerdo?

Siempre y cuando el Acuerdo sea finalmente aprobado por la Corte, los Demandados acordaron establecer una “Fondo Bruto del Acuerdo” de hasta Dos Millones Ochocientos Mil Dólares (\$2,800,000) para resolver los reclamos de todos los Miembros de la Clase del Acuerdo. El Fondo Bruto del Acuerdo incluye (a) los gastos y honorarios del Administrador del Acuerdo de hasta \$18,000; (b) una Adjudicación de Mejora de \$20,000 para cada Representante de la Clase; (c) honorarios de abogados de hasta \$933,333 y gastos de litigio de hasta \$25,000 para los Abogados de la Clase; (d) los \$50,000 asignados para resolver los reclamos presentados de conformidad con las Secciones 2698, *et seq.* del Código Laboral de California de la Ley del Procurador General Privado del 2004 (“PAGA,” por sus siglas en inglés). De esta cantidad, el 75% o \$37,500 se distribuirán a la LWDA, el 25% que resta o \$12,500 se asignarán a la Clase y se pagarán de manera *proporcional* a los Miembros Participantes de la Clase sobre la base de las Semanas de Trabajo Calificadas. Los Demandados también acuerdan pagar sus impuestos sobre la nómina por parte del empleador (“Impuestos del Empleador”) además del Fondo Bruto del Acuerdo. La Corte debe aprobar estos pagos en la Audiencia de Aprobación Final.

La suma neta que resta después de deducir estos pagos aprobados por la Corte (se llama el “Fondo Neto del Acuerdo”) estará disponible para la distribución a los Miembros de la Clase (“Miembros Participantes de la Clase”), como se describe en la Pregunta 9 a continuación. La cantidad total realmente distribuida a todos los Miembros Participantes de la Clase será igual al 100% del Fondo Neto del Acuerdo (el “Pago Mínimo Garantizado”). Cualquier cantidad no reclamada permanecerá en el Fondo Neto del Acuerdo para la distribución a los Miembros Participantes de la Clase. Las Partes estiman que el Fondo Neto del Acuerdo será de aproximadamente de un millón, setecientos cuarenta y seis mil, ciento sesenta y siete dólares (\$1,746,167).

Siempre y cuando el Acuerdo sea finalmente aprobado por la Corte, los Demandados depositarán el Fondo Bruto del Acuerdo y sus Impuestos del Empleador con el Administrador del Acuerdo dentro de diez (10) días de trabajo después de la Fecha Efectiva. La cantidad real del Fondo Bruto del Acuerdo se basará en el valor de los reclamos válidos recibidos oportunamente de los Miembros Participantes de la Clase.

El Acuerdo no es reversible, lo que significa que la totalidad del Fondo Bruto del Acuerdo será pagado por los Demandados y ninguna parte del Fondo Bruto del Acuerdo revertirá a los Demandados, sin importar si todos los Miembros de la Clase participan o no en el Acuerdo.

8. ¿A qué estoy renunciando para obtener un pago o por permanecer en la Clase?

A menos de que se excluya, usted permanece en la Clase, y eso significa que usted no puede demandar, continuar a demandar, o ser parte de cualquier otra demanda afirmando los asuntos legales que fueron o pudieran haber sido presentados en *este* caso hasta la fecha en que la Corte escuche la petición para la aprobación preliminar de este Acuerdo. También significa que todas las ordenes de la Corte se aplicarán a usted y lo obligarán legalmente. Vea Pregunta 12 si usted desea saber cómo excluirse de participar en la Clase. Todos los Miembros de la Clase que no se excluyen a sí mismos son “Miembros de la Clase del Acuerdo.” A menos de que se excluya, usted liberará a los Demandados y a todos sus respectivos anteriores, presentes y futuros dueños, matrices, subsidiarias, afiliados, divisiones, entidades relacionadas, empresas conjuntas, socios, corporaciones en control común, co-empleadores, proveedores de servicio, predecesores, sucesores y asignados, y los pasados, presentes y futuros funcionarios, directores, empleados, socios, accionistas, agentes, asociados, representantes, abogados, aseguradores, y cualquiera de los demás sucesores, asignados, o representantes legales de cualquier de ellos (las “Partes Liberadas”) de todos los reclamos alegados en la Demanda y cualquier y todos los demás reclamos, causas de

acción, demandas, daños, agravios, obligaciones, pérdidas, daños, sanciones, interés, multas, gravámenes, responsabilidades, honorarios de abogados, costos, y cualquier otra forma de compensación o remedio en la ley o equidad, o cualquier tipo, que ocurrieron en o antes de la Fecha Efectiva del Acuerdo que pudieran haber sido presentados razonablemente basado en, relacionados a o surgiendo fuera de los hechos alegados o cualquier teoría que podrían haber sido presentados basados en esos hechos en la Demanda, incluyendo sin limitación, cualquiera de los reclamos bajo cualquier estatuto, regulación, regla o ley común de California o cualquier otra teoría legal o equitativa alegando cualquier falta de cumplir con cualquiera de los requisitos de salarios y horarios, de pagar los salarios, las horas extras, el tiempo de viajar y/o los salarios mínimos por todas las horas trabajadas, de proporcionar los períodos de comida y de descanso, de pagar el pago de las primas por los períodos de comida y de descanso perdidos, de pagar todos los salarios dentro de período de tiempo requerido en cuanto a la renuncia/terminación, de pagar oportunamente todos los salarios durante el empleo, de proporcionar las declaraciones salariales completas y precisas, de mantener los registros de nómina completos y precisos, así como cualquiera y todos los reclamos por los daños liquidados o punitivos, las sanciones estatutarias y civiles, los honorarios y costos de abogados y los gastos asociados con lo mismo, si son de la ley común, de conformidad al estatuto, ordenanza o regulación, en equidad o de otra manera, y si surgiendo bajo la ley federal, estatal u otra ley aplicable; incluyendo pero no limitado a las secciones 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 y 2698, y *siguientes* del Código Laboral de California y las secciones 17200, y *siguientes* del Código de Negocios y Profesiones, y cualquiera de las Ordenes Salariales aplicables de la Comisión de Bienestar Industrial (“IWC,” por sus siglas en inglés). Los Reclamos Liberados también incluyen cualquier reclamo en contra de los Demandados para los honorarios y costos/gastos de abogados asociados con la representación de los Abogados de la Clase de los Demandantes y de la Clase.

Si el Acuerdo es aprobado y no se excluye a sí mismo del Acuerdo, usted no será capaz de demandar a los Demandados por cualquiera de los reclamos presentados en la Demanda.

El expediente de la Corte contiene los documentos completos del Acuerdo con más información sobre la demanda. También se puede obtener información sobre el caso contactando a los abogados o al Administrador de Reclamos utilizando la información de contacto proporcionada en la Pregunta 24.

9. ¿Cómo obtengo un pago?

Si usted decide participar en el Acuerdo, usted no necesita hacer nada. El Administrador del Acuerdo está encargado de enviar por correo los pagos a los Miembros Participantes de la Clase. Es su responsabilidad de **mantener una dirección actual archivada** con el Administrador del Acuerdo para asegurar que usted reciba su pago del acuerdo si la Corte ordena la aprobación final del Acuerdo. **Si se muda y el Administrador del Acuerdo no puede localizar una dirección actual para usted, usted no recibirá un pago.**

10. ¿Cuándo recibiré mi pago?

El Administrador de Reclamos distribuirá las Adjudicaciones Individuales del Acuerdo solamente después de que la Corte dicte una orden concediendo la aprobación final del Acuerdo, después de la Audiencia de Aprobación Final. Si hay una apelación de una orden concediendo la aprobación final del Acuerdo, los pagos se retrasarán hasta que todas las apelaciones sean resueltas a favor del Acuerdo. Después de la Fecha Efectiva del Acuerdo, los Demandados pagarán el Fondo Bruto del Acuerdo, como fue aprobado por la Corte, y cualquier distribución de las Adjudicaciones Individuales del Acuerdo a los Miembros Participantes de la Clase no pueden ocurrir hasta después del 18 de agosto del 2021. Por favor sea paciente. **Debido a que los Demandados no pagarán el Acuerdo hasta después de la fecha de plazo para la presentación de las solicitudes de exclusión y objeciones, es importante que usted informe al Administrador del Acuerdo de cualquier cambio a su dirección postal u otra información de contacto si cambia después de la fecha límite para la presentación de las solicitudes de exclusión u objeciones.**

11. ¿De cuánto será mi pago?

La fórmula de distribución se establece en el Acuerdo, como sea aprobada condicionalmente por la Corte, se basa en la proporción del número de Semanas de Trabajo que usted trabajó para los Demandados en posiciones elegibles durante el Período de la Clase (“Semanas de Trabajo Calificadas”) al número de Semanas de Trabajo Calificadas de los demás Miembros de la Clase trabajadas para el Demandado durante el mismo período. Por lo tanto, usted es elegible a recibir un parte del Fondo Neto del Acuerdo calculado en proporción al tiempo que usted trabajó para los Demandados. Sus Semanas de Trabajo Calificadas se determinaron según los registros de los Demandados. Si usted no está de acuerdo con el número de Semanas de Trabajo Calificadas establecidas en el Aviso adjunto, usted puede presentar cualquiera de los registros al Administrador del Acuerdo para apoyar el número de Semanas de Trabajo que usted trabajó para los Demandados.

El Administrador del Acuerdo calculó la cantidad estimada de su Adjudicación Individual del Acuerdo, como se muestran en la primera página de este Aviso. Sin embargo, la cantidad final no se sabrá hasta después del que el tiempo se haya vencido para que todos los Miembros de la Clase devuelvan sus solicitudes de exclusión del Acuerdo. Los Miembros de la Clase que solicitan la exclusión tendrán

su parte del Acuerdo reasignada como disponible para la distribución a los Miembros Participantes de la Clase (sujeto al Pago Mínimo Garantizado descrito en la Pregunta 7), posiblemente resulte en los ajustes a las Adjudicaciones Individuales del Acuerdo antes de la distribución por el Administrador del Acuerdo.

Los cheques del acuerdo distribuidos por el Administrador del Acuerdo permanecerán válidos y negociables por ciento ochenta (180) días naturales desde la fecha de su emisión, pero si no se cobran dentro de ese tiempo se considerarán nulos y sin valor y sin más fuerza o efecto, y la cantidad de cualquiera de los cheques no cobrados se pagará al Fondo de Propiedad No Reclamada de California. No obstante, si no cobra su cheque del acuerdo oportunamente, seguirá siendo un miembro de la Clase del Acuerdo y estará obligado por todos los términos del Acuerdo y la orden de aprobación final de la Corte.

EXCLUYÉNDOSE DEL ACUERDO

Si no desea un pago de este Acuerdo, pero desea mantener el derecho a demandar a los Demandados, por su propia cuenta, sobre los asuntos legales en este caso, entonces debe tomar los siguientes pasos para salir. Esto se llama excluyéndose – o a veces se refiere como “optar por salir” del Acuerdo.

12. ¿Cómo me salgo del acuerdo?

Para excluirse del Acuerdo, debe enviar al Administrador del Acuerdo la “Forma de Solicitud de Exclusión” adjunta, o su equivalente que establece su nombre, dirección, número de teléfono, y su firma. En la carta, debe declarar que desea excluirse del acuerdo de *Kim v. LeafFilter Class Action* y que entiende que al hacerlo no recibirá ningún pago del Acuerdo. Debe enviar por correo su solicitud de exclusión matasellada a más tardar el 1 de junio del 2021 a:

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

Número Gratuito: 1(888) 355-0802

Sitio Web: <https://www.cptgroupcaseinfo.com/leafiltersettlement>

13. Si no me excluyo, ¿puedo demandar a los Demandados por lo mismo más adelante?

No. A menos de que usted se excluya, usted renuncia a cualquier derecho de demandar a los Demandados por los reclamos que este Acuerdo resuelve. Si usted tiene una demanda pendiente en contra de los Demandados, hable con su abogado en ese caso inmediatamente. Es posible que necesite excluirse de *esta* Clase para continuar con su propia demanda. Recuerde, la fecha límite de exclusión es el 1 de junio del 2021.

Si usted comienza su propia demanda en contra de los Demandados después de que se excluya, tendrá que contratar y pagar a su propio abogado por esa demanda, y tendrá que probar sus reclamos.

14. Si me excluyo, ¿puedo obtener dinero de este Acuerdo?

No. Si se excluye, no recibirá ningún dinero de este Acuerdo y no liberará los “Reclamos Liberados” como se define en la Pregunta 8 de este Aviso.

OBJETANDO AL ACUERDO

15. ¿Cómo le digo a la Corte que no me gusta el acuerdo?

Como un Miembro de la Clase, usted puede objetar al Acuerdo si no le gusta cualquier parte de él. Puede dar razones de por qué usted cree la Corte no debería aprobarlo. La Corte considerará sus puntos de vista. Para objetar, debe enviar la Forma de Objeción adjunta o el equivalente, estableciendo su objeción o una intención de comparecer y objetar al acuerdo al Administrador del Acuerdo a no más tardar el 1 de junio del 2020, declarando por qué usted objeta al Acuerdo de *Kim, et al. v. LeafFilter North, LLC, et al.*, Número de Caso 30-2019-01061296-CU-OE-CJC. Asegúrese de incluir su nombre, dirección, número de teléfono, su firma, y las razones por que usted objeta al Acuerdo. En ausencia de una causa justificada por la Corte, si usted no presenta una objeción por escrito antes del 1 de junio del 2021, usted puede ser excluido de hacer cualquier objeción al Acuerdo, ya sea por apelación o de otra manera.

No obstante el procedimiento de objeción descrito anteriormente, usted también puede comparecer y discutir sus objeciones con la Corte y las Partes en la Audiencia de Aprobación Final programada para el 30 de julio del 2021, a la 1:30 pm en el Depto. CX 101 de la Corte

Superior de California, Condado de Orange, Centro del Complejo Civil, ubicada en 751 W Santa Ana Blvd., Santa Ana, CA 92701.

Debido a la pandemia de COVID-19, las audiencias ante el juez que supervisa este caso se están llevando a cabo actualmente a distancia con la ayuda de un proveedor de servicios de terceros, CourtCall, o un modo comparable de comunicación con la Corte por teléfono o video. Si este sigue siendo el caso en el momento de la audiencia final de equidad, los Miembros de la Clase que deseen comparecer en la audiencia final de equidad deben ponerse en contacto con los Abogados de la Clase para organizar una comparecencia telefónica a través de CourtCall, al menos tres días antes de la audiencia si es posible. Los honorarios de CourtCall por la comparecencia de un Miembro de la Clase que se oponga serán pagados por los Abogados de la Clase.

El nombre y la dirección del Administrador de Reclamos es:

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

Número Gratuito: 1(888) 355-0802

Sitio Web: <https://www.cptgroupcaseinfo.com/leaffiltersettlement>

16. ¿Cuál es la diferencia entre objetar y pedir ser excluido?

Objetando es simplemente decirle a la Corte que a usted no le gusta algo sobre el Acuerdo. Usted puede solamente objetar si usted permanece en la Clase. Excluyéndose es decirle a la Corte que no desea ser parte de la Clase. Si usted se excluye, usted no tendrá ninguna base para objetar porque el Acuerdo ya no lo afecta.

SI NO HACE NADA

17. ¿Qué sucede si no hago nada en absoluto?

Si no hace nada, usted está eligiendo quedarse en la Clase y recibir un Pago Individual del Acuerdo siempre y cuando la Corte conceda la aprobación final del Acuerdo. Tenga en cuenta que, si no hace nada ahora, usted liberará los “Reclamos Liberados” como se describe en la Pregunta 8 de este Aviso. También estará obligado por todas las órdenes y sentencias de la Corte en esta demanda colectiva.

LOS ABOGADOS QUE LO REPRESENTAN

18. ¿Tengo un abogado en este caso?

La Corte decidió que Azadian Law Group, PC, 707 Foothill Blvd., Suite 200, La Canada Flintridge, California 91011, The Spivak Law Firm, 16530 Ventura Blvd., Suite 203, Encino, California 91436, y United Employees Law Group, 5500 Bolsa Avenue, Suite 201 Huntington Beach, California 92649, están calificados para representarlo a usted y a todos los Miembros de la Clase. Los despachos de abogados se refieren como los “Abogados de la Clase.” Ellos tienen experiencia en el manejo de casos similares en contra de otros empleadores. No se le cobrará por estos abogados.

19. ¿Debo obtener mi propio abogado?

Usted no necesita contratar a su propio abogado porque los Abogados de la Clase están trabajando en su nombre. Pero, si desea su propio abogado, tendrá que pagar ese abogado. Por ejemplo, puede pedirle a él o a ella que comparezca en Corte por usted si desea que alguien que no sean los Abogados de la Clase hable por usted.

20. ¿Cómo se les pagará a los abogados?

Los Abogados de la Clase le pedirán a la Corte que apruebe el pago de los honorarios de abogados de hasta \$933,333, y los gastos de litigio estimados ser de hasta \$25,000.

LA AUDIENCIA DE EQUIDAD DE LA CORTE

La Corte llevará a cabo una Audiencia de Aprobación Final para decidir si aprueba el Acuerdo. Puede asistir y puede pedir hablar, aunque no tiene que hacerlo.

21. ¿Cuándo y dónde decidirá la corte si aprueba el acuerdo?

La Audiencia de Aprobación Final está programada para el 30 de julio del 2021, a la 1:30 pm en el Depto. CX 101 de la Corte Superior

de California, Condado de Orange, Centro del Complejo Civil, ubicada en 751 W Santa Ana Blvd., Santa Ana, CA 92701. La Corte puede continuar o aplazar la Audiencia de Aprobación Final sin previo aviso a la Clase. En esta audiencia la Corte considerará si el Acuerdo es justo, razonable y adecuado. Si hay objeciones, la Corte las considerará. La Corte escuchará a las personas que han solicitado hablar en la audiencia. La Corte también puede decidir cuánto pagarle a los Abogados de la Clase. Después de la audiencia, la Corte decidirá si aprueba el Acuerdo. No sabemos cuánto tardarán estas decisiones.

22. ¿Tengo que asistir a la Audiencia de Aprobación Final?

No. Los Abogados de la Clase contestarán cualquier pregunta que la Corte pueda tener. Pero, es bienvenido a venir por su propia cuenta. Si presenta una objeción, no es requerido venir a la Corte para hablar sobre ella. Siempre y cuando presentó y envió por correo su objeción escrita o un aviso de la intención a comparecer, la Corte considerará su objeción o puede permitirle hablar en la audiencia. También puede pagar a su propio abogado para que asista, pero no es necesario.

23. ¿Puedo hablar en la Audiencia de Aprobación Final?

Usted puede pedirle permiso a la Corte para hablar en la Audiencia de Aprobación Final. Las Partes recomiendan que envíe una carta diciendo que es su “Aviso de Intención de Comparecer en *KIM, et al. V. LEAFFILTER NORTH, LLC, et al.*, Número de Caso 30-2019-01061296-CU-OE-CJC.” Asegúrese de incluir su nombre, dirección, número de teléfono, y su firma. Su Aviso de Intención Para Comparecer debe ser matasellada no más tardar el 1 de junio del 2021, y enviada al Administrador del Acuerdo en las direcciones proporcionadas en la Pregunta 15. Usted no puede hablar en la audiencia si se excluye a sí mismo.

OBTENER MÁS INFORMACIÓN

24. ¿Hay más detalles disponibles?

El Administrador del Acuerdo asignado por la Corte para este Acuerdo es como sigue:

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

Número de Teléfono Gratuito: 1(888) 355-0802
<https://www.cptgroupcaseinfo.com/leafiltersettlement>

Si usted tiene preguntas, usted puede llamar al Administrador del Acuerdo gratuitamente al número anterior. Pregunte sobre la *Demanda Colectiva de Kim v. LeafFilter*.

Usted también puede en contra una copia de la Resolución del Acuerdo, Orden de Aprobación Final, y este Aviso de la Clase en el sitio web: <https://www.cptgroupcaseinfo.com/leafiltersettlement>. Este sitio web también contiene las fechas de plazo para optar por salir del acuerdo, presentar una objeción, y la fecha y hora de la Audiencia de Aprobación Final y la Sentencia también se publicará al sitio web.

Usted también puede contactar a los abogados de las Partes.

Abogados del Demandante

<p>Azadian Law Group, PC George S. Azadian George@azadianlawgroup.com Ani Azadian Ani@azadianlawgroup.com 707 Foothill Blvd., Suite 200 La Canada Flintridge, California 91011 Teléfono: (626) 449-4944 Fax: (626) 628-1722</p>	<p>David Spivak david@MyWorkMyWages.com The Spivak Law Firm 16530 Ventura Bl., Ste 203 Encino, CA 91436 Teléfono: (877) 203-9010 Para español: (877) 233-1676 Fax: (818) 582-2561</p>	<p>Walter Haines Whaines@uelglaw.com United Employees Law Group 5500 Bolsa Ave., Ste 201 Huntington Beach, CA 92649 Teléfono: (562) 256-1047 Fax: (562) 256-1006</p>
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Abogados de los Demandados

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Fax: (213) 633-6899

POR FAVOR NO LLAME A LA CORTE CON PREGUNTAS SOBRE EL ACUERDO.

También puede ver y obtener copias de los documentos presentados en este caso visitando la oficina del Secretario ubicada en la Corte Superior de California, Condado de Orange, 700 Civic Center Drive, Santa Ana, CA 92701. El expediente de la Corte contiene los documentos del Acuerdo completos con más información sobre la demanda. También se puede obtener información sobre el caso al contactar a los abogados o al Administrador del Acuerdo utilizando la información de contacto provista en la Pregunta 24. También se puede obtener información sobre el caso al visitar el sitio web de la Corte en <https://ocjustice.occourts.org/civilwebShoppingNS/Login.do> y buscar mediante el número de caso asignado a este caso. El número de caso es como sigue: 30-2019-01061296-CU-OE-CJC

REQUEST FOR EXCLUSION FORM
KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
Superior Court of California, County of Orange
Case No. 30-2019-01061296-CU-OE-CJC

TO EXCLUDE YOURSELF FROM THE SETTLEMENT YOU MUST SIGN AND RETURN THIS FORM (OR THE EQUIVALENT), POSTMARKED ON OR BEFORE JUNE 1, 2021, TO THE SETTLEMENT ADMINISTRATOR AT:

KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
C/O CPT GROUP, INC.
50 CORPORATE PARK
IRVINE, CA 92606

Please verify and/or complete any missing identifying information:

CPT ID: <<ID>>
<<EmployeeName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE PROPOSED WAGE AND HOUR SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT DO NOT SUBMIT THIS FORM.

[] By checking the box to the left, and signing and completing the below, I agree to the following:

I do not want to participate in the settlement in *KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.*, (Orange County Superior Court Case No. 30-2019-01061296-CU-OE-CJC).

I understand by not participating and excluding myself from the settlement, that I will not receive any money from the settlement.

I declare that the information I have provided on this form is true and correct.

Executed on _____, 2021

(Signature)

<<EmployeeName>>

(Printed Name)

FORMA DE SOLICITUD DE EXCLUSIÓN
KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
Corte Superior de California, Condado de Orange
Número de Caso 30-2019-01061296-CU-OE-CJC

PARA EXCLUIRSE DEL ACUERDO USTED DEBE FIRMAR Y DEVOLVER ESTA FORMA (O EL EQUIVALENTE), MATASELLADA EN O ANTES DEL 1 DE JUNIO DEL 2021, AL ADMINISTRADOR DEL ACUERDO EN:

KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
C/O CPT GROUP, INC.
50 CORPORATE PARK
IRVINE, CA 92606

Por favor verifique y/o llene por completo cualquier información de identificación que haga falta:

CPT ID: <<ID>>
<<EmployeeName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRIJA EL NOMBRE Y DIRECCIÓN AQUÍ:

Número de Teléfono: (_____) _____ - _____

ESTA FORMA SOLAMENTE DEBE UTILIZARSE SI USTED NO DESEA PARTICIPAR EN EL ACUERDO PROPUESTO DE SALARIOS Y HORARIOS. SI USTED DESEA RECIBIR UN PAGO DEL ACUERDO, NO PRESENTE ESTA FORMA.

Al marcar la casilla que se encuentra a la izquierda, y al firmar y llenar por completo lo siguiente, acepto lo siguiente:

Yo no deseo participar en el acuerdo en *KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.*, (Número de Caso 30-2019-01061296-CU-OE-CJC de la Corte Superior del Condado de Orange).

Entiendo que al no participar y excluirse del acuerdo, no recibiré dinero del acuerdo.

Yo declaro que la información que he proporcionado en esta forma es verdadera y correcta.

Ejecutado en _____ del 2021

(Firma)

<<EmployeeName>>

(Nombre escrito con letra de molde)

OBJECTION FORM
KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
Superior Court of California, County of Orange
Case No. 30-2019-01061296-CU-OE-CJC

Please verify and/or complete any missing identifying information:

CPT ID: <<ID>>
<<EmployeeName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (_____) _____ - _____

If you do not object to the settlement, you do not need to complete this form. This form is to be used only if you want to participate in the settlement but you object to the terms of the settlement.

I OBJECT to the *KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper or any other documents or information you would like the Court to consider):

Signed on: _____, 2021

(Signature)

<<EmployeeName>>

(Printed Name)

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN JUNE 1, 2021:

KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
C/O CPT GROUP, INC.
50 CORPORATE PARK,
IRVINE, CA 92606

FORMA DE OBJECCIÓN
KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
Corte Superior de California, Condado de Orange
Número de Caso 30-2019-01061296-CU-OE-CJC

Por favor verifique y/o llene por completo cualquier información de identificación que haga falta:

CPT ID: <<ID>>
<<EmployeeName>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>

CORRIJA EL NOMBRE Y DIRECCIÓN AQUÍ:

Número de Teléfono:: (_____) _____ - _____

Si usted no objeta al acuerdo, usted no necesita completar esta forma. Esta forma solamente debe utilizarse si usted desea participar en el acuerdo pero usted objeta a los términos del acuerdo.

Yo OBJETO al Acuerdo de *KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.* sobre los motivos (si se necesita más espacio, por favor incluya hojas de papel adicionales o cualquier otro documento u información que le gustaría que la Corte considere):

Firmada en: _____ del 2021

(Firma)

<<EmployeeName>>

(Nombre escrito con letra de molde)

ENVÍE POR CORREO AL ADMINISTRADOR DEL ACUERDO, POR EL
CORREO DE LOS EE.UU. MATASELLDA A NO MÁS TARDAR EL 1
DE JUNIO DEL 2021:

KIM, ET AL. V. LEAFFILTER NORTH, LLC, ET AL.
C/O CPT GROUP, INC.
50 CORPORATE PARK,
IRVINE, CA 92606