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9
10 **IN THE SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**

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

17 *Plaintiffs,*

18 *v.*

19 LEAFFILTER NORTH, LLC, an Ohio limited
20 liability company; LEAFFILTER NORTH
21 HOLDINGS, INC., an Ohio Corporation;
22 LEAF HOME SOLUTIONS, LLC, an Ohio
23 limited liability company; MATTHEW J.
24 KAULIG dba LeafFilter North, Inc.; and DOES
25 1 through 10 inclusive,

24 *Defendants.*

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

**SECOND AMENDED STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

Judge: Glenda Sanders

Dept. CX 101



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SECOND AMENDED SETTLEMENT AGREEMENT

This Stipulation of Class Action Settlement and Release (the “Settlement”) is made by and between Plaintiff Edward Kim (“Kim”) and Plaintiff Randy Biddle (“Biddle”), on the one hand, and Defendants LeafFilter North, LLC, an Ohio limited liability company; LeafFilter North Holdings, Inc., an Ohio Corporation; Leaf Home Solutions, LLC, a Delaware limited liability company; and Matthew J. Kaulig, an individual (collectively “Defendants”).

I. NATURE OF THE CASE AND THE PARTIES’ SETTLEMENT

1. The Parties and Class Counsel. Plaintiffs and Defendants are collectively referred to herein as “the Parties.” “Class Counsel” refers to George S. Azadian of Azadian Law Group, PC, David Spivak of the Spivak Law Firm, and Walter Haines of United Employees Law Group.

2. The Class Action. On January 24, 2019, Biddle notified the California Labor and Workforce Development Agency (“LWDA”) and Defendants LeafFilter North Holdings, Inc., LeafFilter North, LLC, and Matthew Kaulig of the facts and theories supporting his claims. On January 25, 2019, Kim notified the LWDA and Defendant LeafFilter North, LLC of the facts and theories supporting his claims. On April 2, 2019, Kim filed a representative action lawsuit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”) in Orange County Superior Court against Defendant LeafFilter North, LLC (Case No.: 30-2019-01061296-CU-OE-CJC). On April 12, 2019, Biddle filed a representative lawsuit under PAGA in Alameda County Superior Court against Defendants LeafFilter North Holdings, Inc., LeafFilter North, LLC, and Matthew Kaulig (Case No. RG19014716) (the “Biddle Action”). On May 8, 2019, Defendant LeafFilter North, LLC answered Kim’s complaint. On June 3, 2019, Defendants LeafFilter North Holdings, Inc., LeafFilter North, LLC, and Matthew Kaulig answered Biddle’s complaint. On May 26, , 2020, pursuant to a stipulation between the parties and an order of the Court, Kim filed a First Amended (Class Action) Complaint that added (1) Biddle as a named plaintiff, (2) LeafFilter North Holdings, Inc.; Leaf Home Solutions, LLC; and Matthew Kaulig as defendants, (3) class allegations under Code of Civil Procedure § 382, and (4) new causes of action. These classwide causes of action added are as follows: (1) Failure to provide meal and rest periods; (2) Failure to pay all wages earned for all hours worked; (3) Wage statement penalties; (4) Waiting time penalties; (5) Unreimbursed expenses; and (6) Unfair competition. Plaintiffs’ First Amended Complaint is referred to as “the Action.” In the Action, Plaintiffs allege various wage and hour violations and seek recovery on behalf of



1 themselves and all individuals and entities, including employees or subcontractors of the entities
2 performing the same services, who sold or installed Defendants' products in California
3 beginning January 24, 2018 and ending on the date that the Court grants preliminary approval
4 of the Settlement or March 11, 2020. The Parties to the Biddle Action have entered into a
5 stipulation to stay the action pending final approval of the instant Action.

6 3. Class and Class Period. For purposes of this Settlement, the "Class Period" shall
7 mean January 24, 2018 through March 11, 2020. "Class Members" (collectively referred to as
8 the "Class") shall mean all individuals and entities, including employees or subcontractors of
9 the entities performing the same services, who sold or installed Defendants' products in the State
10 of California at any time during the Class Period. Defendants confirm that, as of October 31,
11 2019, there were 551 Class Members with no more than 7,100 weeks worked for Defendants
12 between them during the Class Period.

13 4. Plaintiffs and Their Claims. As set forth in the Action, Plaintiffs allege
14 Defendants failed to pay for all hours worked at correct rates of pay; failed to provide lawful
15 meal or rest breaks or pay required premiums; failed to timely pay all wages owed during
16 employment or upon termination; failed to provide lawful itemized wage statements; failed to
17 maintain proper employment records; failed to reimburse for expenses; and by so doing all of
18 the above, engaged in unfair competition. Plaintiffs have claimed, and continue to claim, that
19 their contentions have merit and give rise to Defendants' liability.

20 (a) Plaintiffs have considered the expense and length of continued
21 proceedings necessary to litigate the Action against Defendants through trial and any possible
22 appeals, and the risk and uncertainty of any recovery against Defendants. Plaintiffs have also
23 taken into account the uncertainty and risk of the outcome of further litigation, and the
24 difficulties and delays inherent in such litigation, including those involved in seeking class
25 certification. Plaintiffs are also aware of the burdens of proof necessary to establish liability for
26 the claims asserted in the Action, Defendants' defenses thereto, and the difficulties in
27 establishing the damages and penalties claimed. Based on the foregoing, the advice of Plaintiffs'
28 counsel, a full day of intense arms-length negotiations before an experienced and well-regarded
mediator, Steven Rottman, and the substantial benefits to the Class and the State of California,
Plaintiffs have determined that the terms set forth in this Settlement are fair, adequate, and
reasonable and in the best interests of the Class.



1 (b) Nothing in this Settlement, the documents referenced in this Settlement,
2 or any action taken to carry out this Settlement is, may be construed as, or may be used as, an
3 admission by or against Plaintiffs as to the merits or lack thereof of the claims they asserted.

4 5. Denial of Wrongdoing. Defendants deny all of the claims, contentions, each and
5 every allegation made by Plaintiff in the Action and in the Biddle Action, including any
6 allegation that class certification is warranted or proper or that they are liable on the merits on
7 any of Plaintiffs' claims in the Action. In addition, nothing herein shall be deemed to waive any
8 of Defendants' objections or defenses to class certification or any other issue relating to or
9 arising from the allegations set forth in the Action. Defendants deny that, for any purpose other
10 than settlement, the Action is appropriate for class or representative treatment.

11 (a) With respect to Plaintiffs' claims, Defendants contend, *inter alia*, that at
12 all times relevant to the Action they properly classified the Class Members as independent
13 contractors and not as employees. Defendants also contend that they met or exceeded their
14 obligations under the California Labor Code, the California Business and Professions Code, and
15 all other laws, statutes, orders or regulations alleged in the Action. Defendants' counsel
16 performed a thorough analysis of the law and facts relating to the claims asserted by Plaintiffs
17 in the Action. Defendants have entered into this Settlement with the intention to avoid further
18 disputes and the expense and inconvenience of continued litigation.

19 (b) Nothing in this Settlement, the documents referenced in this Settlement,
20 or any action taken to carry out this Settlement is, may be construed as, or may be used as, an
21 admission, concession or other indication by or against Defendants of any fault, wrongdoing, or
22 liability whatsoever.

23 6. The Mediation. On December 12, 2019, the Parties attended and participated in
24 good faith, arms' length settlement discussions at a mediation session with Steven Rottman, a
25 highly experienced professional mediator. This Settlement was reached after substantial
26 exchanges of data, information and documents before and during the mediation, and is a result
27 of extensive arms-length negotiations. Defendants agree not to oppose Plaintiffs' representation
28 to the Court that this Settlement is a fair, adequate, and reasonable resolution of the Action,
taking into account all relevant factors, present and potential.



1 7. The Settlement Class. The “Settlement Class Members” (collectively referred to
2 as the “Settlement Class”) shall mean those Class Members who do not timely and validly
3 exclude themselves from the Settlement in accordance with the requirements set forth herein.

4 8. Investigation. The Parties conducted significant investigation of the facts and law
5 applicable to the Action, including, *inter alia*, extensive review and analysis of voluminous
6 documents including Defendants’ policies, and procedures, interviews of potential witnesses,
7 data analysis including records of time worked and work performed by counsel and experts,
8 meetings and conferences between counsel for the Parties before, during and after mediation,
9 and have diligently pursued investigation of claims alleged against Defendants. Counsel for the
10 Parties have further investigated the applicable law as applied to the facts discovered regarding
11 Plaintiffs’ claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in
12 the Action, and exchanged extensive data, documents and information regarding the claims prior
13 to the mediation and negotiating the Settlement. Based on their own independent investigation
14 and evaluation, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable, and
15 adequate and is in the best interest of the Class in light of all known facts and circumstances,
16 including the risks of significant delay, denial of a motion for class certification, decertification,
17 defenses asserted by Defendants, and potential appellate issues.

18 9. Cooperation. The Parties and their counsel agree to cooperate with each other
19 and to use their best efforts to effect the implementation of this Settlement pursuant to its terms.

20 **II. TERMS OF SETTLEMENT**

21 10. Purpose of the Parties. The Parties agree that this Action and any claims arising
22 out of the dispute described in this Settlement will be settled on the terms described herein as
23 between the Settlement Class and Defendants, subject to the approval of the Court.

24 11. Stipulation for Conditional Certification of the Class. Solely for purposes of
25 consummation and fulfillment of this Settlement, the Parties each agree to the conditional
26 certification of the Class. However, if, for whatever reason, the Settlement does not become
27 final, the Parties’ stipulation to conditional class certification shall become null and void *ab*
28 *initio* and this Settlement shall have no bearing on, and shall not be admissible in connection
with, the issue of whether or not certification would be appropriate in the Action or in any non-
settlement context. The Parties each agree the terms of the Settlement are conditioned on



1 payment of all amounts required to be paid by Defendants under the terms of this Settlement
2 and to the extent approved by the Court.

3 12. Application for Preliminary Approval. Counsel for Plaintiffs shall request a
4 hearing before the Court to seek preliminary approval of the Settlement on the earliest practical
5 date. In conjunction with such hearing, Plaintiffs will provide the Court with this Settlement,
6 and any other documents necessary to implement the Settlement. Simultaneously with the filing
7 of this Settlement, and solely for purposes of this Settlement, Counsel for Plaintiffs will request
8 that the Court enter a preliminary approval order, preliminarily approving the proposed
9 Settlement, conditionally certifying the Class and approving the Class Period for settlement
10 purposes only, approving appointment of the Settlement Administrator, and setting a date for a
11 final approval hearing. Defendants will not oppose these requests. The preliminary approval
12 order shall also provide for notice of the Settlement and related matters to be disseminated to
13 Class Members as specified herein or as may otherwise be ordered by the Court, provided that
14 such order is also acceptable to the Parties and consistent with the terms of this Settlement.

15 13. Settlement Effective Date. The “Effective Date” is defined as follows: If no
16 objection to this Settlement or to any of the terms and or conditions of the Settlement are filed
17 by Plaintiffs, another member of the Settlement class, or any intervenor to this Lawsuit, the
18 Effective Date shall occur on the day that the Court enters an order of final approval of this
19 Settlement; however, if any objection to this Settlement or to any of the terms and or conditions
20 of the Stipulation is filed by a member of the Settlement class, or any intervenor to this Lawsuit,
21 the Effective Date shall occur upon the expiration of the time for the filing any appeal of the
22 order of final approval of this Settlement. If an appeal is filed or any writ granted, then the
23 Effective Date shall occur after the appeal has been dismissed or the writ dissolved and when
24 there is no further time to appeal the dismissal of the appeal or the dissolution of the writ..

25 14. Non-Reversionary Gross Settlement Fund. Provided this Settlement is finally
26 approved by the Court, and in consideration for the general release of all claims (as described
27 more fully in Section V, below), Defendants agree to pay an amount not to exceed Two Million
28 Eight Hundred Thousand Dollars (\$2,800,000) (the “Gross Settlement Fund”), as a full and
complete settlement of all claims arising from the Action. The Gross Settlement Fund is non-
reversionary and is the total maximum amount Defendants shall be required to pay under this
Settlement for all purposes, including, as approved by the Court, the Individual Settlement



1 Awards, Administration Costs, Expense Award, Fee Award, Enhancement Awards, and PAGA
2 Payment (terms defined below). With the exception of “Employer Taxes” (defined below)
3 which Defendants will pay in addition to the Gross Settlement Fund, the Gross Settlement Fund
4 is all-inclusive and under no circumstances will Defendants be required to pay more than the
5 Gross Settlement Fund. Matthew J. Kaulig will not be held personally responsible for
6 contributing to or paying any portion of the Gross Settlement Fund, or for making any settlement
7 payments. Other than as specified in this Settlement, each party will pay its own attorneys’ fees
8 and costs.

9 15. Net Settlement Fund. The “Net Settlement Fund” shall mean the funds available
10 for distribution to Participating Class Members after deducting from the Gross Settlement Fund
11 the following, as approved by the Court: (i) Administration Costs; (ii) Expense Award; (iii) Fee
12 Award; (iv) Enhancement Awards; and (v) PAGA Payment.

13 16. Individual Settlement Awards. Each Class Member will be entitled to a *pro rata*
14 distribution from the Net Settlement Fund as set forth herein. “Participating Class Members”
15 shall mean those Class Members who do not exclude themselves from the Settlement.
16 “Individual Settlement Award” shall mean the total gross amount (subject to applicable payroll
17 taxes and withholdings) each Participating Class Member is entitled to receive from the Net
18 Settlement Fund calculated pursuant to the formula below. Only Participating Class Members
19 are eligible to receive Individual Settlement Awards. Any Class Members who do not exclude
20 themselves from the Settlement in accordance with the requirements set forth in the Notice
21 (Exhibit 1) shall be deemed Settlement Class Members and shall be bound by this Settlement
22 and any order or judgment entered by the Court approving this Settlement. Class Members who
23 submit timely written requests for exclusion pursuant to the Notice are not Settlement Class
24 Members or Participating Class Members, and therefore are not entitled to any Individual
25 Settlement Award and will not be bound by this Settlement or any order or judgment entered by
26 the Court approving this Settlement.

27 17. Estimate of Individual Settlement Awards. The estimated payment to each Class
28 Member shall be determined as follows. “Qualifying Work Week” shall mean each Work Week
an individual worked for Defendants in a position covered by the definition of Class Member
during the Class Period. The estimated Individual Settlement Award for each Class Member set
forth in the Notice will be based on: (a) each Class Member’s total number of Qualifying Work



1 Weeks; (b) divided by the aggregate number of Qualifying Work Weeks of all Class Members;
2 (c) multiplied by the value of the Net Settlement Fund.

3 18. Calculation of Participating Class Members' Individual Settlement Awards.

4 Participating Class Members shall have their Individual Settlement Awards calculated as follows:

5 (a) each Participating Class Member's total number of Qualifying Work Weeks; (b) divided by
6 the aggregate number of Qualifying Work Weeks of all Class Members; (c) multiplied by the
7 value of the Net Settlement Fund.

8 19. Guaranteed Payout of Net Settlement Fund. The Parties agree that the total
9 amount actually distributed to all Participating Class Members shall equal 100% of the Net
10 Settlement Fund (the "Guaranteed Minimum Payout").

11 20. Deposit of Settlement Funds. Defendants shall deposit, in an account created by
12 the Settlement Administrator for disbursement as set forth below, the Gross Settlement Fund as
13 follows. Within five (5) business days following the Effective Date, the Settlement
14 Administrator shall provide counsel for Defendants routing instructions to wire transfer funds
15 for deposit. Within ten (10) business days following the Effective Date, Defendants shall deposit
16 the Gross Settlement Fund and Employer Taxes. In the event that the Gross Settlement Fund
17 and Employer Taxes are not paid as required by the Settlement within five days of the dates
18 required by this paragraph, Plaintiff shall notify Defendants that they are in default of this
19 Settlement Agreement. If the payment is not thereafter made within 5 business days of
20 Defendants' receipt of such notice, at Plaintiffs' option, the Settlement, Final Approval Order
21 and Judgment will be set aside, terminated, and shall have no force or effect, and no Party to the
22 Settlement shall be bound by any of its terms. In case of Defendants' failure as set forth above,
23 any order approving or enforcing the Settlement shall be vacated. The Settlement Agreement
24 and all negotiations, statements and proceedings relating thereto shall be without prejudice to
25 the rights of the parties to the Settlement, each of whom shall be restored to their respective
26 positions in the lawsuit before the Settlement. Plaintiffs shall notify Defendants of his/their
27 exercise of this option in writing for it to be effective within two (2) business days of
28 Defendants' failure to timely deliver the Gross Settlement Fund as set forth in this paragraph,
including the extended time provided post-notice in this paragraph.

21. Attorneys' Expenses. Class Counsel will apply to the Court for, and Defendants
will not oppose, payment of Class Counsel's expenses from the Gross Settlement Fund, in an



1 amount according to proof, but not to exceed Twenty Five Thousand Dollars (\$25,000.00) (the
2 “Expense Award”). The Expense Award may include, but is not limited to, any costs and
3 expenses incurred by Plaintiffs in the prosecution of this action, including filing fees, travel
4 costs, and mediation fees, as approved by the Court. If the Court approves less than the amount
5 requested by Class Counsel, the remainder shall remain in the Net Settlement Fund for
6 distribution to Participating Class Members.

7 22. Attorneys’ Fees. Class Counsel will apply to the Court for, and Defendants will
8 not oppose, payment of attorneys’ fees from the Gross Settlement Fund in an amount up to one-
9 third of the Gross Settlement Fund, not to exceed Nine Hundred Thirty Three Thousand Three
10 Hundred and Thirty Three Dollars (\$933,333.00) (the “Fee Award”). If the Court approves less
11 than the amount requested by Class Counsel, the remainder shall remain in the Net Settlement
12 Fund for distribution to Participating Class Members.

13 23. Enhancement Award. Class Counsel will apply to the Court for, and Defendants
14 will not oppose, payment of up to Twenty Thousand Dollars (\$20,000.00) to each Class
15 Representative as consideration for their service to the Class and the general release of all claims
16 as set forth herein (the “Enhancement Award”). This amount shall be paid in addition to each
17 Plaintiff’s *pro rata* share of the Net Settlement Fund as Participating Class Members. If the
18 Court approves less than the amount requested by Class Counsel, the remainder shall remain in
19 the Net Settlement Fund for distribution to Participating Class Members. The Enhancement
20 Award approved by the Court shall be paid from the Gross Settlement Fund, and shall be
21 distributed to each Plaintiff by the Settlement Administrator reported on an IRS Form 1099.

22 24. Settlement Administration Costs. The reasonable costs of settlement
23 administration through and beyond final approval, estimated not to exceed Eighteen Thousand
24 Dollars (\$18,000.00) (the “Administration Costs”), shall be paid from the Gross Settlement
25 Fund. If the Administration Costs approved by the Court are less than the requested amount, the
26 remainder shall remain in the Net Settlement Fund for distribution to Participating Class
27 Members. If actual Administration Costs exceed the above estimate, then any such additional
28 fees and costs may be paid from the Gross Settlement Fund only as approved by the Court.

29 25. PAGA Payment. The total sum of Fifty Thousand Dollars (\$50,000.00) from the
30 Gross Settlement Fund is allocated to settle claims brought pursuant to the Private Attorneys
31 General Act, California Labor Code Section 2698 *et seq.*, as approved by the Court, which shall



1 be distributed by the Settlement Administrator to the California Labor and Workforce
2 Development Agency (“LWDA”) and Participating Class Members as set forth herein (the
3 “PAGA Payment”). Of this amount, seventy five percent (75%) or Thirty-Seven Thousand Five
4 Hundred Dollars (\$37,500.00) shall be distributed to the LWDA. The remaining twenty-five
5 percent (25%) shall be allocated to the Class and paid *pro rata* to Participating Class Members
6 on a Qualifying Work Week basis, based on the same allocation method as set forth above in
7 paragraphs 17 and 18. Because the PAGA Payment is in the nature of a penalty pursuant to
8 Labor Code section 2699(i), these payments shall not be subject to withholdings.

9 26. Court-Ordered Monetary Adjustments to paragraphs 21 through 25. In the event
10 that the Court adjusts the amounts set forth in paragraphs 21 through 25, neither Party shall be
11 entitled to void or decline to participate in this Settlement.

12 27. Allocation of Wages, Interest, and Penalties. The Parties agree that ten percent
13 (10%) of each Individual Settlement Award is allocated to wages, subject to all applicable wage
14 laws, including federal, state and local tax withholding and payroll taxes, reported on Form W-
15 2. The remaining portion of each Individual Settlement Award shall be allocated thirty-five
16 percent (35%) to interest, twenty five percent (25%) to penalties and thirty percent (30%) to
17 other non-wage damages sought in the Action. Payments allocated to penalties, non-wage
18 damages, business expenses, and interest shall not be subject to withholding, and will be
19 reported on Form 1099. The Settlement Administrator shall be responsible for issuing all
20 payments, calculating and withholding any required federal, state and local taxes, setting up a
21 Qualified Settlement Fund entity (the “QSF”), and payment of all taxes for such QSF. The
22 Parties recognize and agree that the precise amounts of compensation claimed in this Action are
23 extremely difficult to determine with any certainty for any given year, if at all, and may be
24 subject to different calculations and formulas. The Parties agree that the formula for allocating
25 the Individual Settlement Awards to Participating Class Members provided herein is reasonable
26 and that the payments provided herein are designed to provide a fair settlement to such persons,
27 in light of the uncertainties regarding the calculation of alleged compensation to each
28 Participating Class Member. All Class Members who were paid through third parties will be
required to provide social security numbers to the Administrator so that proper W-2 forms can
be prepared. In the event that a Class Member fails to provide a Social Security number, the



1 Administrator shall pay any unpaid amounts to California Unclaimed Property Fund, with an
2 identification of the Participating Class Member to whom the funds belong.

3 28. Taxes. All payroll taxes will be computed by the Settlement Administrator based
4 on the amounts actually claimed by Participating Class Members allocated to wages, as set forth
5 herein. “Employer Taxes” shall mean Defendants’ share of applicable payroll taxes, such as
6 FICA and FUTA, for that portion of the Individual Settlement Awards attributed to wages only.
7 Defendants will pay the Employer Taxes they owe as a result of the Individual Settlement
8 Awards to Participating Class Members in addition to the Gross Settlement Fund. “Employee
9 Taxes” shall mean Participating Class Members’ share of all applicable payroll taxes and
10 withholdings. The Settlement Administrator shall timely and properly withhold from the
11 Individual Settlement Awards payable to Participating Class Members all applicable Employee
12 Taxes. Payments to Participating Class Members and Plaintiff pursuant to this Settlement shall
13 be reported by the Settlement Administrator on IRS Forms W-2 (for payments representing
14 wages) and 1099 (for all other payments), and provided to the respective Participating Class
15 Members and governmental authorities as required by law. The Settlement Administrator shall
16 issue all reports required by federal, state, and local tax agencies to document all payments made
17 pursuant to this Settlement. Notwithstanding the withholding of Employee Taxes, each
18 Participating Class Member shall be responsible for paying all applicable state, local, and federal
19 income taxes, interest or penalties arising from any payment received pursuant to this
20 Settlement. Should any taxing authority or agency challenge the allocation of Individual
21 Settlement Awards and/or Employee Taxes, Participating Class Members shall cooperate with
22 Defendants and provide documentation as requested to demonstrate such payment and the
23 appropriateness of any withholding. Participating Class Members who receive an Individual
24 Settlement Award agree to indemnify and hold Defendants and the Released Parties harmless
25 from any and all liability which may hereafter be asserted against them by any federal, state or
26 local agency for any taxes claimed in connection with any payments received pursuant to this
27 Settlement together with interest and penalties thereon. Neither Plaintiffs’ counsel nor
28 Defendants’ Counsel intend anything contained herein (including the Notice Packet) to
constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be
relied upon as such. The tax issues for each Participating Class Member are unique, and each



1 Participating Class Member is advised to obtain tax advice from his or her own tax advisor with
2 respect to any payments resulting from the Individual Settlement Awards.

3 29. No Effect on Employee Benefits. The Individual Settlement Awards available to
4 Class Members and the Enhancement Award paid to Plaintiffs shall not be deemed to be
5 “pensionable” earnings and shall not have any effect on the eligibility for, or calculation of, any
6 employee benefits (e.g., vacations, holiday pay, leave or illness policies, retirement plans,
7 insurance benefits, etc.) of Plaintiffs or the Class Members. The Parties agree that any Individual
8 Settlement Awards or Enhancement Award paid under the terms of this Settlement do not
9 represent any modification of Participating Class Members’ previously credited hours of service
10 or other eligibility criteria under any employee pension benefit plan or employee welfare benefit
11 plan sponsored by Defendants. Further, any Individual Settlement Award or the Enhancement
12 Award paid hereunder shall not be considered "compensation" in any year for purposes of
13 determining eligibility for, or benefit accrual within, an employee pension benefit plan,
14 employee welfare benefit plan, employee bonuses, or employee past, current, or future
15 compensation levels. The Parties further agree that Plaintiffs and all Participating Class
16 Members will be deemed to have waived any claims or benefits under the Employee Retirement
17 Income Security Act of 1974 (29 U.S.C. § 1001, *et seq.*) premised upon any and all amounts
18 they receive under this Settlement as part of their Released Claims under this Settlement.

19 30. Distribution of Settlement Funds. Following the Effective Date, the Settlement
20 Administrator shall distribute the payments provided by this Settlement as follows: Within five
21 (5) calendar days of the Deposit of Settlement Funds (as set forth in Paragraph 20), the
22 Settlement Administrator shall distribute to the appropriate persons, as approved by the Court:
23 the PAGA Payment, the Individual Settlement Awards, the Enhancement Awards, the Expense
24 Award, the Fee Award, and the Administration Costs.

25 31. Uncashed Checks. Participating Class Members shall have one hundred and
26 eighty (180) days from the date of the check’s issuance to cash their Individual Settlement
27 Payment checks. After the expiration of the 180-day period, on Defendants’ behalf, the
28 Settlement Administrator shall remit any amounts from settlement checks that remain uncashed
and otherwise unclaimed (the “Residue”), to the California Unclaimed Property Fund, with an
identification of the Participating Class Member to whom the funds belong. The Parties agree
the Settlement is compliant with California Code of Civil Procedure section 384 because any



1 unclaimed shall remain available to the recipient through the California State Controller's Office
2 Unclaimed Property Fund.

3 32. Waiver of Liability. No person shall have any claim against the Parties or the
4 Settlement Administrator based on mailings, distributions, and payments made in accordance
5 with this Settlement or any order of the Court. The Settlement Administrator is not and shall not
6 be deemed to be an employee or agent of any Party.

6 **III. SETTLEMENT ADMINISTRATION**

7 33. Appointment of Third Party Administrator. The Parties have agreed to petition
8 the Court for appointment of CPT Group to administer the Settlement of the Action under the
9 terms of this Settlement (the "Settlement Administrator"). The Settlement Administrator shall
10 be responsible for:

11 (a) Mailing the Notice Packet in English and Spanish to the Class Members
12 as directed by the Court;

13 (b) Consulting with counsel for the Parties concerning any relevant issue,
14 including (without limitation) the estimated amounts of approximate Individual Settlement
15 Awards, and the acceptance of any late or deficient Notices;

16 (c) Keeping track of timely and proper requests for exclusion;

17 (d) Notifying counsel for the Parties in writing of the number of valid Claims,
18 deficient Claims, and late Claims on a regularly weekly basis;

19 (e) Calculation and distribution of Individual Settlement Awards and PAGA
20 Payments to each Participating Class Member and the California Labor and Workforce
21 Development Agency;

22 (f) Providing weekly status reports to counsel for the Parties, including: (i)
23 the number of Notice Packets mailed; (ii) the number of valid Notices received; (iii) the number
24 of objections received; (iv) the number of requests for exclusion received; and (v) the aggregate
25 amount of Individual Settlement Awards claimed by Participating Class Members;

26 (g) No later than ten (10) business days before the final approval hearing
27 preparing and serving on counsel for the Parties, for filing with the Court in support of Plaintiffs'
28 motion for final approval, a declaration of due diligence setting forth its compliance with its
obligations under this Settlement;



1 (h) Notifying Counsel for Defendants within five (5) business days after the
2 Effective Date of the wiring instructions for the Deposit of Settlement Funds as approved by the
3 Court, which shall be paid by Defendants to the Settlement Administrator within ten (10)
4 business days from the date of such notification or within ten (10) business days of the Effective
Date, whichever is later;

5 (i) Distributing and reporting the Individual Settlement Awards, PAGA
6 Payment, Enhancement Awards, Fee Award, Expense Award, Administration Costs, and
7 Employer Taxes, as may be ordered by the Court or as otherwise necessary;

8 (j) Issuing a W-2 Form to each Participating Class Member for the wage
9 portion of each Individual Settlement Award, a 1099 Form to each Participating Class Member
10 for the interest, penalties, and non-wage portion of each Individual Settlement Award, including
11 PAGA Payments, a 1099 Form to each Plaintiff for his Enhancement Award, a 1099 Form to
12 Class Counsel for the Fee Award and Expense Award, and a 1099 Form to the Settlement
Administrator for the Administration Costs; and

13 (k) Such other tasks as the Parties mutually agree or the Court orders the
14 Settlement Administrator to perform, including responding to questions from Class Members.

15 34. Resolution of Disputes. All disputes relating to the Settlement Administrator's
16 duties may be referred to the Court, if necessary, which will have continuing jurisdiction over
17 this Settlement until all obligations contemplated by this Settlement have been fully carried out.

18
19 **IV. NOTICE TO THE CLASS**

20 35. Class List. Within ten (10) business days following the date of preliminary
21 approval, Defendants will provide the Settlement Administrator with the names, most recent
22 known mailing address, telephone number, and social security number of each Class Member,
23 dates of employment and the total number of Qualifying Work Weeks of each Class Member
24 during the Class Period (collectively the "Class List"). Each Class Member's total Qualifying
25 Work Weeks will be derived from Defendants' records. The Class List will be treated as
26 confidential by the Settlement Administrator and will not be disclosed by the Settlement
27 Administrator to anyone, except as may be required to applicable tax authorities, pursuant to the
28 express written consent of Defendants, by order of the Court, or as may be necessary to carry
out the reasonable steps described in this Settlement to locate missing Class Members. In no



1 event will the Settlement Administrator provide the Class List to Class Counsel unless
2 specifically authorized by Defense Counsel.

3 36. Notice of Settlement: Within thirty (30) calendar days after preliminary approval,
4 the Settlement Administrator shall mail a copy of the Notice Packet in English and Spanish, in
5 the form approved by the Court in its preliminary approval order, to all persons shown by
6 Defendants' records to be Class Members, *via* first class U.S. mail, using the most current
7 mailing addresses available. The Notice Packet shall state the total approximate amount each
8 Class Member is estimated to be entitled to receive as his or her Individual Settlement Award
9 under the Settlement as set forth above in paragraphs 17 and 18. Any Notice Packets returned
10 to the Settlement Administrator as undelivered and bearing a forwarding address shall be re-
11 mailed by the Settlement Administrator within three days following receipt of the returned mail.
12 For any Notice Packets returned to the Settlement Administrator without a forwarding address,
13 the Settlement Administrator shall first conduct a National Change of Address search as required
14 for undeliverable notices, followed by a computer/SSN and "skip trace" search to obtain an
15 updated address, and shall promptly re-mail the Notice Packets to any newly-found address or
16 addresses. The re-mailed Notice Packet shall be identical to the original Notice Packet. The time
17 period to request exclusion or object shall not be extended on account of a returned or
18 undeliverable Notice Packet. The Settlement Administrator and counsel for the Parties shall
19 undertake all reasonable efforts to locate and verify the addresses of Class Members and send a
20 copy of the Notice Packet to all Class Members. Any costs incurred by having the Settlement
21 Administrator handle these administrative tasks shall be included in the Administration Costs
22 approved by the Court. In the event that the Court does not grant final approval of the Settlement,
23 the Parties agree to split 50% of all costs incurred by the Settlement Administrator.

24 37. Class Member Disputes. If a Class Member disputes the number of Qualifying
25 Work Weeks listed on the Notice, the Class Member may produce evidence to the Settlement
26 Administrator indicating the Work Weeks the Class Member contends were actually worked
27 during the Class Period. All challenges must be postmarked no later than the last day of the
28 Objection/Exclusion Period. The Settlement Administrator may reject any challenge not
supported by such evidence. If a dispute arises over the number of Qualifying Work Weeks
listed in the Notice based on evidence produced by a Class Member, Defendants will be asked
to manually review their accounts payable, payroll, and personnel records to verify the correct



1 number of Qualifying Work Weeks. The records of Defendants shall have a rebuttable
2 presumption of correctness and will be presumed determinative. The Settlement Administrator's
3 determination shall be final and binding. The Court will not review any such disputes.

4 38. Deficiency Notice. The Settlement Administrator shall send a Deficiency Notice
5 to Class Members for any irregularities in their completed Notices, which will provide the Class
6 Members with no more than fifteen (15) calendar days from the date of mailing the Deficiency
7 Notice to cure the deficiency, even if after the Objection/Exclusion Period. This 15-day period
8 shall not be extended or waived by the Settlement Administrator unless mutually agreed to in
9 writing by the Parties or as ordered by the Court.

10 39. Procedure for Objecting or Requesting Exclusion. The Parties agree that
11 Plaintiffs may not opt out of the Settlement Class or file an objection to the Settlement, but that
12 any other Class Member or person(s) purporting to act on behalf of Class Members who wish
13 to object to the Settlement, or to be excluded from the Settlement must submit timely written
14 objections and/or requests for exclusion using the following procedures:

15 (a) The Notice shall provide that any Class Member(s) and person(s)
16 purporting to act on behalf of any Class Member(s) who wish to object to the Settlement may
17 deliver to the Settlement Administrator the Objection form contained in the Notice Packet
18 (Exhibit 2), or a written statement objecting to the Settlement not later than sixty (60) calendar
19 days from the date the Notice Packet is mailed by the Settlement Administrator (the
20 Objection/Exclusion Period).

21 (b) Absent good cause found by the Court, a Class Member who fails to file
22 a written objection in the manner specified above may be foreclosed from making any objection
23 to the Settlement, whether by appeal or otherwise.

24 (c) The Notice shall also provide that Class Members who wish to exclude
25 themselves from the Settlement must deliver to the Settlement Administrator not later than sixty
26 (60) calendar days from the date the Notice Packet is mailed by the Settlement Administrator
27 the Request for Exclusion Form contained within the Notice Packet (Exhibit 3), or a written
28 statement requesting exclusion from the Settlement Class. Such written request for exclusion
should contain the name, address, and telephone number of the person requesting exclusion, and
state, in effect, the following: I WISH TO BE EXCLUDED (OPT OUT) FROM THE
SETTLEMENT IN THE CLASS ACTION LAWSUIT AGAINST DEFENDANTS. I



1 UNDERSTAND BY REQUESTING EXCLUSION (OPTING OUT) FROM THE
2 SETTLEMENT, I WILL NOT RECEIVE ANY SETTLEMENT PROCEEDS. The Settlement
3 Administrator shall provide Defendants' Counsel the names of individuals who make timely
4 requests for exclusion.

5 (d) Class Members who submit a timely request for exclusion will not
6 receive a *pro rata* distribution from the Net Settlement Fund. No request for exclusion will be
7 accepted by the Settlement Administrator if postmarked after the last day of the
8 Objection/Exclusion Period.

9 (e) Class Members who fail to submit a timely request for exclusion in the
10 manner described herein shall be bound by all terms of the Settlement and final approval order.

11 (f) If any Class Member who timely submits an objection, as determined by
12 the Court, files a notice of appeal of the final approval order within the time period permitted
13 by law, Defendants shall not be required to fund any portion of the Gross Settlement Fund, and
14 the Settlement Administrator shall not distribute or pay any monies, until any such appeal(s)
15 affirm the Settlement without modification (unless the modification only relates to a reduction
16 of the Fee Award, Expense Award or Enhancement Awards) or are dismissed with prejudice.

17 40. No Solicitation of Class Members. At no time shall any of the Parties or their
18 counsel, agents, or representatives solicit or otherwise encourage Class Members or any other
19 persons (including but not limited to the LWDA) to submit written objections to the Settlement
20 or requests for exclusion from the Settlement, or encourage Class Members or any other person
21 to appeal from the final approval order.

22 **V. RELEASES**

23 41. Release by the Settlement Class. As of the Effective Date, and for the duration
24 of the Class Period, Plaintiff and all Settlement Class Members (on behalf of each of them and
25 each of their heirs, executors, administrators, and assigns) irrevocably and unconditionally fully
26 release and forever discharge Defendants and all of their respective former, present, and future
27 owners, parents, subsidiaries, affiliates, divisions, related entities, joint venturers, partners,
28 corporations in common control, co-employers, service providers, predecessors, successors, and
assigns, and each of their 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, including without limitation Leaf Holdings,



1 LLC (collectively the “Released Parties”), from claims alleged in the Action and any and all
2 other claims, causes of action, demands, injuries, grievances, obligations, losses, damages
3 penalties, interest, fines, debts, liens, liabilities, attorneys’ fees, costs, and any other form of
4 relief or remedy in law or equity, of any type whatsoever, that occurred on or before the Effective
5 Date of the Settlement that could reasonably have been brought based on the or related to or
6 arising out of facts alleged or any theory that could have been brought based on those facts in
7 the Action, including without limitation, any claims under any California statute, regulation,
8 rule or common law, or any other legal or equitable theory alleging any failure to comply with
9 any wage and hour requirements, pay wages, overtime, travel time, training time, and/or
10 minimum wages for all hours worked, provide meal and rest breaks, pay premium pay for missed
11 meal and rest breaks, timely pay all wages during employment, pay all wages within the required
12 time period upon discharge/termination, pay all wages during employment, reimburse for
13 expenses, provide complete and accurate wage statements, keep complete and accurate payroll
14 records, as well as any and all claims for liquidated or punitive damages, statutory and civil
15 penalties, attorneys’ fees or costs and expenses associated therewith, whether at common law,
16 pursuant to statute, ordinance or regulation, in equity or otherwise, and whether arising under
17 federal, state or other applicable law; including, but not limited to, California Labor Code
18 sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
19 1197.1, 1198, 2802, and 2698, *et seq.*, and Business and Professions Code section 17200, *et*
20 *seq.*, and any applicable IWC Wage Orders. Released Claims also include any claim against
21 Defendants for attorneys’ fees or costs/expenses associated with Class Counsel’s representation
22 of the Plaintiffs and Class (“the Released Claims”).

21 42. Additional General Release of All Claims by Named Plaintiffs. As of the
22 Effective Date, and for the duration of the Class Period, each Plaintiff (on his own behalf and
23 on behalf of his heirs, executors, administrators, and assigns) knowingly and voluntarily releases
24 and forever discharges the Released Parties from any and all claims, known and unknown,
25 asserted and unasserted, that he has or may have had against Defendants or any of the Released
26 Parties. Such claims include, but are not limited to: breaches of contract, whether written, oral
27 or implied; violations of any public policy; tort claims, including but not limited to intentional
28 infliction of emotional distress and negligent infliction of emotional distress, defamation,
misrepresentation, and fraud; retaliation claims; common law claims; any other claims for



1 damages, costs, fees, or other expenses, including attorneys' fees; and any violations of statutes,
2 laws, and regulations, including without limitation Title VII of the Civil Rights Act of 1964, as
3 amended; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United
4 States Code, as amended; The Americans with Disabilities Act of 1990, as amended; The Age
5 Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection
6 Act; the Employment Retirement Income Security Act of 1974, as amended; the Occupational
7 Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Family and Medical
8 Leave Act of 1993, as amended; the Fair Labor Standards Act; the California Fair Employment
9 and Housing Act – Cal. Gov't Code § 12900, *et seq.*; the California Family Rights Act – Cal.
10 Govt. Code §12945.2 *et seq.*; the California Unruh Civil Rights Act – Civ. Code § 51, *et seq.*;
11 the California Whistleblower Protection Law – Cal. Lab. Code §1102-5(a) to (c); the California
12 Occupational Safety and Health Act, as amended, California Labor Code § 6300, *et seq.*, and
13 any applicable regulations thereunder; the California Labor Code; the Labor Code Private
14 Attorneys General Act of 2004 – Cal. Lab. Code §§ 2698, *et seq.*; California Labor Code § 132a;
15 and any other federal, state, or local civil employment law, statute, regulation, or ordinance
16 capable of being released by Plaintiff, excluding any claims that cannot be released as a matter
17 of law. Plaintiffs represent that other than the claims already made and settled in this Settlement,
18 Plaintiffs have no claims for indemnity under Labor Code section 2802.

19 43. California Civil Code section 1542. To effect a full and complete general release
20 as described above, Plaintiffs expressly waive and relinquish all rights and benefits of California
21 Civil Code section 1542, and do so understanding and acknowledging the significance and
22 consequence of specifically waiving rights under Civil Code section 1542, which states as
23 follows:

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

29 Thus, notwithstanding the provisions of Civil Code section 1542, and to implement a
30 full and complete release and discharge, Plaintiffs expressly acknowledge this Settlement is
31 intended to include in their effect, without limitation, all known and unknown claims, including



1 any claims that Plaintiffs do not know or suspect to exist in his favor against the Released Parties
2 at the time of signing this Settlement, and that this Settlement contemplates the extinguishment
3 of any such claim or claims. Each Plaintiff acknowledges he may later discover facts different
4 from or in addition to those he now knows or believes to be true regarding the matters released
5 or described in this Settlement, and nonetheless agrees that the releases and agreements
6 contained in this Settlement shall remain fully effective in all respects notwithstanding any later
7 discovery of any different or additional facts. Each Plaintiff assumes any and all risks of any
8 mistake in connection with the true facts involved in the matters, disputes, or controversies
9 described in this Settlement or with regard to any facts now unknown to each Plaintiff relating
10 to those matters.

11 **VI. JUDICIAL APPROVALS**

12 44. Duties of Parties Prior to Preliminary Approval. Plaintiffs shall request a hearing
13 before the Court to seek preliminary approval of the Settlement on the earliest practical date
14 following execution of this Settlement. In conjunction with such hearing, Plaintiffs will provide
15 the Court with this Settlement, and any other documents necessary to implement the Settlement.
16 Simultaneously with the filing of this Settlement, and solely for purposes of this Settlement,
17 Plaintiffs will request that the Court enter a Preliminary Approval Order (substantially in the
18 form attached hereto as Exhibit 4) for the purpose of:

- 19 (a) Preliminarily approving the proposed Settlement;
- 20 (b) Provisionally certifying the Class and approving the Class Period for
21 settlement purposes only;
- 22 (c) Approving Azadian Law Group, PC, the Spivak Law Firm, and United
23 Employees Law Group to serve as Class Counsel and Plaintiffs Edward
24 Kim and Randy Biddle as Class Representatives;
- 25 (d) Providing Notice of the Settlement and related matters, including the
26 Notice, to be disseminated to Class Members as specified herein or as
27 may otherwise be ordered by the Court, provided that such order is also
28 acceptable to the Parties and consistent with the terms of this Settlement;
and
- (e) Scheduling a final approval hearing.



1 Defendants will not oppose these requests so long as they are consistent with this Settlement
2 Agreement.

3 45. Duties of Parties Following Preliminary Approval. Following preliminary
4 approval, notice to the Class and an opportunity for objection, a final approval hearing shall be
5 held on a date set by the Court. In connection with the final approval hearing, the Parties shall
6 file such papers with the Court as either their counsel or the Court may determine to be
7 necessary. Plaintiffs' counsel shall file proof of notice to the Class before the final approval
8 hearing and will submit a proposed final approval order and judgment for review by the Court
(substantially in the form attached hereto as Exhibit 5) for the purpose of:

- 9 (a) Approving the settlement, adjudging the terms to be fair, reasonable and
10 adequate, and directing consummation of its terms and provisions;
- 11 (b) Approving Class Counsel's application for the Expense Award, the Fee
12 Award, the Enhancement Awards, the PAGA Payment, and
13 Administration Costs as set forth herein; and
- 14 (c) Entering a final approval order and judgment as final disposition of the
15 Action in its entirety, intended to be immediately appealable. Upon entry
16 of the final approval order and judgment, each and every Settlement Class
17 Member shall be deemed to have conclusively released and forever
18 discharged the Released Parties for any and all Released Claims, and
19 shall be permanently barred and enjoined from the institution or
20 prosecution of any and all Released Claims against the Released Parties,
21 except as to such rights or claims as may be created by the Settlement. It
22 is expressly agreed by the Parties that the Court will retain jurisdiction
23 over the Action only: (i) to enforce the terms of this Settlement; (ii)
24 address any settlement administration matters that may arise; and (iii)
25 address such post-Judgment matters as may be appropriate under the
26 Court's rules or applicable law.

27 46. Voiding Settlement. If the Court declines to approve any material term or
28 condition of this Settlement, then this entire Settlement shall be void and unenforceable as to all
Parties herein, at the option of any Party, within thirty (30) calendar days of mailing notice of
the Court's action. Further, Defendants have the option of voiding this Settlement within thirty



1 (30) calendar days of receiving notice that the number of Settlement Class Members timely
2 completing valid requests for exclusion from the settlement (opt out) is more than seven percent
3 (7%) of all Class Members.

4 47. If the Settlement does not become final for any reason, this Settlement shall be
5 null and void *ab initio*, no Party shall be bound by the terms thereof, and this Settlement shall
6 not be admissible or offered into evidence in the litigation or any other action for any purpose
7 whatsoever, and any order or judgment entered by the Court in furtherance of this Settlement
8 shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Parties
9 shall be returned to their respective positions as of the date immediately prior to the execution
10 of this Settlement, and the Parties shall proceed in all respects as if this Settlement had not been
11 executed, and Defendants shall have no obligation to make any payments to Plaintiffs, Counsel
12 for Plaintiffs, the LWDA, the Settlement Administrator or any Class Member. Notwithstanding
13 the foregoing, an appeal of, a modification of, a reversal on appeal, or the reduction of any Fee
14 Award and Expense Award or Enhancement Awards shall not constitute grounds for
15 cancellation and termination of this Settlement.

16 **VII. MISCELLANEOUS PROVISIONS**

17 48. Voluntary Nature. The Parties acknowledge they have entered into this
18 Settlement voluntarily, on the basis of their own judgment and without coercion, duress, or
19 undue influence of any Party, and not in reliance on any promises, representations, or statements
20 made by the other Parties other than those contained in this Settlement. Each of the Parties hereto
21 expressly waives any right he/it might ever have to claim that this Settlement was in any way
22 induced by fraud.

23 49. Informed Consent. Prior to execution of this Settlement, each Party has read this
24 entire Settlement and been given the opportunity to consult with independent counsel of their
25 choosing and to have such independent counsel advise as to the meaning of this Settlement and
26 its legal effect.

27 50. Authority. The signatories hereby represent that they are fully authorized to enter
28 into this Settlement and to bind the Parties hereto to the terms and conditions hereof.

51. Cooperation. The Parties agree to fully cooperate with each other to accomplish
the terms of this Settlement, including but not limited to, execution of such documents and to
take such other action as may reasonably be necessary to implement the terms of this Settlement.



1 The Parties shall use their reasonably best efforts, including all efforts contemplated by this
2 Settlement and any other efforts that may become necessary by order of the Court, or otherwise,
3 to effectuate this Settlement and the terms set forth herein.

4 52. No Admissions. Nothing contained herein is to be construed or deemed an
5 admission of liability on the part of Defendants. Defendants deny any liability or wrongdoing
6 of any kind associated with the claims alleged by Plaintiffs, and further contend that, for any
7 purpose other than settlement, this Action is not appropriate for class treatment. Defendants
8 contend, among other things, that it complied at all times with all applicable state and federal
9 laws, rules, regulations and orders. Plaintiffs believe they filed a meritorious action, and that the
10 requisites for class certification can be satisfied in this case. Each Party hereto has entered into
11 this Settlement with the intention to avoid further disputes and the expense and inconvenience
12 of continued litigation.

13 53. No Purposeful Disclosure. The Parties and their counsel agree that they will not,
14 unless required by law, publicize the Settlement and will not communicate the terms of the
15 Settlement to any other person outside the Action, including members of the press, news media,
16 etc. (including organizations that publicize verdicts and settlements). Nothing herein shall be
17 interpreted as preventing any good-faith communications by any Counsel for the Parties and/or
18 any Parties with the Court, Class Members, or the Settlement Administrator for the sole purpose
19 of facilitating the Settlement of the Action.

20 54. Construction. The Parties agree that this Settlement is the result of lengthy,
21 intensive arms-length negotiations between the Parties and that this Settlement shall not be
22 construed in favor of or against any Party by reason of the extent to which that Party has
23 participated in the drafting of this Settlement.

24 55. Captions and Interpretations. Paragraph titles or captions contained herein appear
25 as a matter of convenience and for reference, and in no way define the scope of this Settlement
26 or any provision hereof.

27 56. Modifications. This Settlement may not be changed, altered, or modified, except
28 in writing and signed by the Parties hereto as approved by the Court. This Settlement may not
be discharged except by performance in accordance with its terms or by a writing signed by the
Parties hereto as approved by the Court.



1 57. Waiver. No waiver of any of the terms of this Settlement shall be valid unless in
2 writing and signed by the Party to this Settlement against whom such waiver is sought to be
3 enforced. The waiver by any Party to any provision of this Settlement shall not operate or be
4 construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be
5 construed as a rescission of this Settlement.

6 58. Integration. This Settlement and its Exhibits constitute the entire Settlement of
7 the Parties with respect to the matters discussed herein, and no oral or written representations,
8 warranties, or inducements have been made to any Party concerning this Settlement or its
9 Exhibits other than the representations, warranties, and covenants contained and memorialized
10 in such documents. All prior or contemporaneous negotiations, agreements, understandings, and
11 representations, whether written or oral, are expressly superseded hereby and are of no further
12 force and effect. Each of the Parties acknowledges that it has not relied on any promise,
13 representation, or warranty, express or implied, not contained in this Settlement.

14 59. No Prior Assignments. This Settlement shall be binding upon and inure to the
15 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and
16 successors. The Parties hereto represent, covenant, and warrant they have not directly or
17 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
18 any person or entity any portion of any liability, claim, demand, action, cause of action or rights
19 herein released and discharged except as set forth herein.

20 60. Governing Law. This Settlement is made and entered into under the laws of the
21 State of California, and shall be interpreted, applied and enforced under those laws (including
22 California Code of Civil Procedure section 664.6), and any litigation concerning this Settlement
23 shall be in the Superior Court of the State of California for the County of Orange.

24 61. Execution. This Settlement may be executed in one or more counterparts, each
25 of which shall be an original, provided that counsel for the Parties shall exchange among
26 themselves original signed counterparts.

27 62. Signatories. The Parties agree that, because the Class Members are so numerous,
28 it is impossible or impractical to have each Settlement Class Member execute this Settlement.
Therefore, the Notice Packet will inform all Class Members of the binding nature of the releases
contained in this Settlement and shall have the same force and effect as if this Settlement were
executed by each Settlement Class Member.



1 IN WITNESS WHEREOF: the undersigned have duly executed this Settlement as of the
2 date set forth below:

3
4 Dated: _____ By: _____
5 Edward Kim
6 Plaintiff and Class Representative

7 Dated: 01 / 22 / 2021 By: Randy Biddle
8 Randy Biddle
9 Plaintiff and Class Representative

10 Dated: _____ By: _____
11 Larry Napolitan, Vice President of
12 Finance, for LEAFFILTER NORTH,
13 LLC, LEAF HOME SOLUTIONS,
14 LLC, and LEAFFILTER NORTH
15 HOLDINGS, INC., Defendants

16 Dated: _____ By: _____
17 Matthew J. Kaulig, Defendant

18 AZADIAN LAW GROUP, PC

19 Dated: January ____, 2021 By: _____
20 GEORGE S. AZADIAN
21 Attorneys for Plaintiff,
22 EDWARD KIM

23 THE SPIVAK LAW FIRM

24 Dated: January ____, 2021 By: _____
25 DAVID SPIVAK
26 Attorneys for Plaintiff,
27 RANDY BIDDLE

28 UNITED EMPLOYEES LAW GROUP

Dated: January ____, 2021 By: _____



1 IN WITNESS WHEREOF: the undersigned have duly executed this Settlement as of the
2 date set forth below:

3
4 Dated: _____ By: _____
5 Edward Kim
6 Plaintiff and Class Representative

7
8 Dated: _____ By: _____
9 Randy Biddle
10 Plaintiff and Class Representative

11
12 Dated: _____ By: _____
13 Larry Napolitan, Vice President of
14 Finance, for LEAFFILTER NORTH,
15 LLC, LEAF HOME SOLUTIONS,
16 LLC, and LEAFFILTER NORTH
17 HOLDINGS, INC., Defendants

18
19 Dated: _____ By: _____
20 Matthew J. Kaulig, Defendant

21 AZADIAN LAW GROUP, PC

22
23 Dated: January ____, 2021 By: _____
24 GEORGE S. AZADIAN
25 Attorneys for Plaintiff,
26 EDWARD KIM

27 THE SPIVAK LAW FIRM

28
29 Dated: January 22, 2021 By: _____
30 DAVID SPIVAK
31 Attorneys for Plaintiff,
32 RANDY BIDDLE

33 UNITED EMPLOYEES LAW GROUP

34 Dated: January ____, 2021 By: _____

