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Attorneys for Plaintiff KIYOKO S. DODSON,
on behalf of herself and others similarly situated

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

KIYOKO S. DODSON, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

LEAFFILTER NORTH, LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 30-2023-01309066-CU-OE-CXC
Consolidated with Case No.: 30-2023-01332134

CLASS ACTION

*[Assigned for all purposes to the Hon. William
Claster, Dept. CX101]*

**REVISED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed in conjunction with the Notice of Motion
and Motion; Memorandum; the Declaration of
Eric J. Naessig in Support; and the
Supplemental Declaration of James Clark in
Support]*

Hearing Information:
Date: February 27, 2026
Time: 9:00 a.m.
Dept.: CX101

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAR 03 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

1 The Motion for Preliminary Approval of a Settlement came before this Court on December
2 January 9, 2026, at 9:00 a.m., and again on February 27, 2026, at 9:00 a.m., in Department CX101
3 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. The
4 Court, having considered the proposed Class Action and PAGA Settlement Agreement and Class
5 Notice entered into by and between Plaintiff Kiyoko S. Dodson (“Plaintiff”) Defendant LeafFilter
6 North, LLC (“Defendant”) attached as Exhibit 1 to the Declaration of Eric J. Naessig in Support of
7 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (ROA Number 292), and
8 the Exhibits attached thereto (hereafter collectively, the “Settlement” or “Settlement Agreement”);
9 having considered the Motion for Preliminary Approval of Class Action Settlement filed by the
10 parties; having considered the respective points and authorities and declarations submitted by the
11 parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

12 1. The Court grants preliminary approval of the settlement as set forth in the Settlement
13 and finds the terms to be within the range of reasonableness of a settlement that ultimately could be
14 granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement only,
15 the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently
16 well-defined community of interest among the Class in questions of law and fact. Therefore, for
17 settlement purposes only, the Court grants conditional certification of the following “Class” defined
18 as follows:

19 All current and former employees employed by Defendant in California during the Class
20 Period that were classified as exempt and, while classified as exempt, were paid less than
21 twice the California minimum wage. The “Class Period” is the period from February 21,
22 2019 through the date that the Court enters this Order preliminarily approving the
23 Settlement Agreement.

24 2. For purposes of the Settlement only, the Court further designates the Plaintiff
25 Kiyoko S. Dodson as Class Representatives, and Joseph Lavi, Esq., Vincent C. Granberry, Esq.,
26 Brett Szmanda, Esq., Matt Gustin, Esq., and Eve Howe, Esq. of Lavi & Ebrahimian, LLP as Class
27 Counsel.

28 3. The Court appoints Apex Class Action LLC as the Settlement Administrator.

1 4. A final fairness hearing on the question of whether the proposed Settlement should
2 be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in
3 Department CX101 of this Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701 on
4 August 7, 2026, at 9:00 a.m.

5 5. At the final fairness hearing, the Court will consider: (a) whether the Settlement
6 should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting
7 approval of the Settlement should be entered; and (c) whether Plaintiff's application for an award of
8 attorneys' fees, attorneys' costs, and Plaintiff's enhancement award should be granted.

9 6. Counsel for the Parties shall file memoranda, declarations, or other statements and
10 materials in support of their request for final approval by no later than 16 court days prior to the
11 final fairness hearing.

12 7. Class Counsel shall file a motion for an award of attorneys' fees, attorneys' costs,
13 and Plaintiff's enhancement award no later than 16 court days prior to the final fairness hearing.

14 8. The Court approves, as to form and content, the Class Notice which is appended to
15 this order as **Exhibit A**.

16 9. No later than fourteen (14) days following the date the Court enters this order,
17 Defendant shall provide the following information to the Settlement Administrator: Class Member
18 identifying information in Defendant's possession including the Class Member's name, last-known
19 mailing address, Social Security number, and number of Class Period Workweeks. ("Class Data").

20 10. Within fourteen (14) calendar days after receiving the Class Data, the Settlement
21 Administrator shall disseminate the Class Notice to all the Class Members identified in the Class
22 Data by first-class U.S. Mail.

23 11. Class Members shall have forty-five (45) calendar days from the date the
24 Settlement Administrator mails Notice to the Class Members to fax, email, or mail Requests for
25 Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement ("Response
26 Deadline"). Class Members to whom Class Notice are resent after having been returned
27 undeliverable to the Administrator shall have an additional fourteen (14) calendar days after the
28 Response Deadline has expired.

1 12. The Court finds that the forms of Class Notice to the Class regarding the pendency
2 of the action and of this Settlement, and the methods of giving notice to members of the
3 Settlement Class constitute the best notice practicable under the circumstances and constitute
4 valid, due, and sufficient notice to all members of the Class. They comply fully with the
5 requirements of California Code of Civil Procedure section 382, California Civil Code section
6 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
7 and other applicable law.

8 13. The Court further approves the procedures for Class Members to participate in, opt
9 out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

10 14. Class Members who wish to exclude themselves from (opt-out of) the Class
11 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
12 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional
13 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
14 from a Class Member or the Class Member's representative that reasonably communicates the
15 Class Member's election to be excluded from the Settlement and includes the Class Member's
16 name, address and email address or telephone number. To be valid, a Request for Exclusion must
17 be timely faxed, emailed, or postmarked by the Response Deadline.

18 15. Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
20 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator must do
22 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
23 14 days for Class Members whose Class Notice was re-mailed).

24 16. Pending the Fairness Hearing, all proceedings in this action, other than proceedings
25 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this
26 Order, are stayed.

27 17. Counsel for the parties are hereby authorized to utilize all reasonable procedures in
28 connection with the administration of the Settlement, which are not materially inconsistent with

1 either this Order or the terms of the Settlement.

2 18. The Court orders the following Implementation Schedule for further proceedings:

3

Event	Timing
4 Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	14 days after the Court's entry of this Order
6 Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 days after receipt of the Class Data
7 Deadline for Exclusion Period: (i) last day for Settlement Class Members to submit Opt Out Request; (ii) last day for class members to submit Objections	45 calendar days after the date of mailing of the Class Notice
10 Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 Court days prior to the final fairness hearing
12 Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 Court days prior to the final fairness hearing
14 Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
15 Hearing on final approval of class action settlement.	August 7, 2026, at 9:00 a.m.

16

17 19. The Fairness Hearing and related prior deadlines set forth above may, from time to
18 time and without further notice to the Class (except those who have filed timely and valid
19 objections), be continued or adjourned by Order of the Court. The Settlement Administrator will
20 provide notice to any objecting Class Member if there is a change in the date and/or time of the
21 Final Approval Hearing.

22
23 **IT IS SO ORDERED.**

24 Dated: 3/3/26

24 William D. Claster
25 Hon. William Claster
26 Judge of the Superior Court

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EXHIBIT A

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4 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
5 **DATE FOR FINAL COURT APPROVAL**

6 Dodson v. LeafFilter North, LLC | Case No. 30-2023-01309066-CU-OE-CXC

7 *The Superior Court for the State of California authorized this Notice. Read it carefully!*
8 *It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

9 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) entitled
10 Dodson v. LeafFilter North, LLC for alleged wage and hour violations. For the purposes of this
11 Notice, LeafFilter North, LLC shall be referred to here as the “Company.” The Action was filed by
12 a former Company employee (“Plaintiff”) and seeks payment of (1) back wages and other relief for
13 a class of exempt employees (“Class Members”) who worked for Company anytime during the
14 Class Period from February 21, 2019 to March 21, 2025 and, while classified as exempt, were paid
less than twice the California minimum wage, and (2) penalties under the California Private
Attorney General Act (“PAGA”) for all exempt employees who worked for Company anytime
during the PAGA Period from February 21, 2022 to March 21, 2025, and, while classified as
exempt, were paid less than twice the California minimum wage (“Aggrieved Employees”).

15 The proposed Settlement has two main parts: (1) a Class Settlement requiring Company to fund
16 Individual Class Payments, and (2) a PAGA Settlement requiring Company to fund Individual
17 PAGA Payments and pay penalties to the California Labor and Workforce Development Agency
18 (“LWDA”).

19 The amount of your Individual Class Payment depends on how many workweeks during the Class
20 Period that you worked at least one day while being classified as exempt and while being paid less
21 than twice the California minimum wage at any period during that workweek. The amount of your
Individual PAGA Payment (if any) depends on how many pay periods during the PAGA Period
that you worked at least one day while being classified as exempt and while being paid less than
twice the California minimum wage at any period during that pay period.

22 Based on the Company’s records, and the Parties’ current assumptions, **your Individual Class**
23 **Payment is estimated to be \$** [REDACTED] **(less withholding) and your Individual PAGA**
24 **Payment is estimated to be \$** [REDACTED]. The actual amount you may receive likely will be
25 different and will depend on a number of factors. (If no amount is stated for your Individual PAGA
Payment, then according to the Company’s records you are not eligible for an Individual PAGA
Payment under the Settlement because you didn’t work during the PAGA Period.)

26 The above estimates are based on the Company’s records showing that **you were a Class**
27 **Member for** [REDACTED] **qualifying workweeks** during the Class Period and **you were an**
28 **Aggrieved Employee for** [REDACTED] **qualifying pay periods** during the PAGA Period. If you
believe that there were more qualifying workweeks or qualifying pay periods during either period
and you were paid less than twice the California minimum wage during more workweeks or pay

1 periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

2 The Court has already preliminarily approved the proposed Settlement and approved this Notice.
3 The Court has not yet decided whether to grant final approval. Your legal rights are affected
4 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read
5 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve
6 the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys
7 ("Class Counsel"). The Court will also decide whether to enter a judgment that requires the
8 Company to make payments under the Settlement and requires Class Members and Aggrieved
9 Employees to give up their rights to assert certain claims against the Company.

10 If you worked for the Company during the Class Period and/or the PAGA Period, you have two
11 basic options under the Settlement:

12 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and
13 be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
14 Participating Class Member, though, you will give up your right to assert Class Period wage
15 claims and PAGA Period penalty claims against the Company.

16 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement
17 (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
18 Administrator in writing. If you opt-out of the Settlement, you will not receive an
19 Individual Class Payment. You will, however, preserve your right to personally pursue
20 Class Period wage claims against the Company, and, if you are an Aggrieved Employee,
21 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion
22 of the proposed Settlement.

23 **The Company will not retaliate against you for any actions you take with respect to the
24 proposed Settlement.**

25 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against the Company that are covered by this Settlement (Released Claims).
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<p>1 You Can Opt-out of 2 the Class Settlement 3 but not the PAGA 4 Settlement</p> <p>5 The Opt-out Deadline 6 is [REDACTED]</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>8 Participating Class 9 Members Can Object 10 to the Class Settlement 11 but not the PAGA 12 Settlement</p> <p>13 Written Objections 14 Must be Submitted by 15 [REDACTED]</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>14 You Can Participate in 15 the [REDACTED] Final 16 Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>18 You Can Challenge the 19 Calculation of Your 20 Workweeks/Pay 21 Periods</p> <p>22 Written Challenges 23 Must be Submitted by 24 [REDACTED]</p>	<p>The amount of your Individual Class Payment depends on how many workweeks during the Class Period that you worked at least one day while being classified as exempt and while being paid less than twice the California minimum wage at any period during that workweek. The amount of your Individual PAGA Payment (if any) depends on how many pay periods during the PAGA Period that you worked at least one day while being classified as exempt and while being paid less than twice the California minimum wage at any period during that pay period. The number of qualifying Class Period Workweeks and the number of qualifying PAGA Period Pay Periods you worked, and were classified as either a Class Member or an Aggrieved Employee, according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.</p>

27 **1. WHAT IS THE ACTION ABOUT?**

28 Plaintiff is a former exempt salaried employee of the Company. The Action accuses the Company

1 of violating California labor laws by failing to pay overtime wages and wages due upon termination
2 and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Based on
3 the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private
4 Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

5 **The Company strongly denies violating any laws or failing to pay any wages and contends it
6 complied with all applicable laws.**

7 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

8 So far, the Court has made no determination whether the Company or Plaintiff is correct on the
9 merits. In the meantime, Plaintiff and the Company hired a mediator in an effort to resolve the
10 Action by negotiating an to end the case by agreement (settle the case) rather than continuing the
11 expensive and time-consuming process of litigation. The negotiations were successful. By signing a
12 written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a
13 judgment ending the Action and enforcing the Agreement, Plaintiff and the Company have
14 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the
15 proposed Settlement is a compromise of disputed claims. By agreeing to settle, the Company does
16 not admit any violations or concede the merit of any claims.

17 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
18 believe that: (1) the Company has agreed to pay a fair, reasonable and adequate amount considering
19 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement
20 is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
21 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
22 scheduled a hearing to determine Final Approval.

23 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- 24 a. The Company Will Pay \$950,000.00 as the Gross Settlement Amount (Gross
25 Settlement). The Company has agreed to deposit the Gross Settlement into an
26 account controlled by the Administrator of the Settlement. The Administrator will
27 use the Gross Settlement to pay the Individual Class Payments, Individual PAGA
28 Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees
and expenses, the Administrator’s expenses, and penalties to be paid to the California
Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants
Final Approval, the Company will fund the Gross Settlement not more than 30 days
after the Effective Date.

“Effective Date” is defined as the latest of the following dates: (i) sixty-one (61) days
after the date the Court enters an order granting Final Approval of the Settlement,
assuming no appeal is filed during the sixty (60) days following the date the Court
enters an order granting Final Approval of the Settlement; or (ii) if a timely appeal is
filed, then the date of final resolution of that appeal or other collateral attack
(including any requests for rehearing and/or petitions for certiorari, or motions to
intervene or vacate), resulting in final judicial approval of the Settlement.

- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,

1 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
2 from the Gross Settlement, the amounts of which will be decided by the Court at the
Final Approval Hearing:

- 3 i. Up to \$316,666.67 (One-Third of the Gross Settlement) to Class Counsel for
4 attorneys' fees and up to \$20,000.00 for their litigation expenses. To date,
5 Class Counsel have worked and incurred expenses on the Action without
payment.
- 6 ii. Up to \$5,000.00 as a Class Representative Award for filing the Action,
7 working with Class Counsel and representing the Class. A Class
8 Representative Award will be the only monies Plaintiff will receive other than
Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- 9 iii. Up to \$5,000.00 to the Administrator for services administering the
10 Settlement.
- 11 iv. Up to \$95,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA
12 Payment and 25% in Individual PAGA Payments to the Aggrieved Employees
13 based on their PAGA Period Pay Periods.

14 Participating Class Members have the right to object to any of these deductions. The
Court will consider all objections.

- 15 c. Net Settlement Distributed to Class Members. After making the above deductions in
16 amounts approved by the Court, the Administrator will distribute the rest of the Gross
17 Settlement (the "Net Settlement") by making Individual Class Payments to
Participating Class Members based on their Class Period Workweeks.
- 18 d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down
19 as follows: 50% ("Wage Portion") of each Individual Class Payment to taxable
20 wages and 50% ("Non-Wage Portion") to penalties and interest. The Wage Portion
21 is subject to withholding and will be reported on IRS W-2 Forms. The Company
22 will separately pay employer payroll taxes it owes on the Wage Portion. The
Individual PAGA Payments are counted as penalties rather than wages for tax
23 purposes. The Administrator will report the Individual PAGA Payments and the
Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

24 Although Plaintiff and the Company have agreed to these allocations, neither side is
25 giving you any advice on whether your Payments are taxable or how much you might
26 owe in taxes. You are responsible for paying all taxes (including penalties and
27 interest on back taxes) on any Payments received from the proposed Settlement. You
should consult a tax advisor if you have any questions about the tax consequences of
the proposed Settlement.

- 28 e. Need to Promptly Cash Payment Checks. The front of every check issued for

1 Individual Class Payments and Individual PAGA Payments will show the date
2 when the check expires (the void date). If you don't cash it by the void date, your
3 check will be automatically cancelled, and the monies will be deposited with the
4 California Controller's Unclaimed Property Fund in your name. If the monies
represented by your check are sent to the Controller's Unclaimed Property, you
should consult the rules of the Fund for instructions on how to retrieve your money.

- 5 f. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as
6 a Participating Class Member, participating fully in the Class Settlement, unless you
7 notify the Administrator in writing, not later than [REDACTED], that you wish to
8 opt-out. The easiest way to notify the Administrator is to send a written and signed
9 Request for Exclusion by the Response Deadline. The Request for Exclusion should
10 be a letter from a Class Member or his/her representative setting forth a Class
11 Member's name, present address, telephone number, and a simple statement electing
to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating
Class Members) will not receive Individual Class Payments but will preserve their
rights to personally pursue wage and hour claims against the Company.
- 12 g. You cannot opt-out of the PAGA portion of the Settlement. Class Members who
13 exclude themselves from the Class Settlement (Non-Participating Class Members)
14 remain eligible for Individual PAGA Payments and are required to give up their right
15 to assert PAGA claims against the Company based on the PAGA Period facts
alleged in the Action.
- 16 h. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
17 possible the Court will decline to grant Final Approval of the Settlement or decline
18 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed
19 on appeal. Plaintiff and the Company have agreed that, in either case, the Settlement
will be void: the Company will not pay any money and Class Members will not
release any claims against the Company.
- 20 i. Administrator. The Court has appointed a neutral company, Apex Class Action LLC
21 (the "Administrator") to send this Notice, calculate and make payments, and process
22 Class Members' Requests for Exclusion. The Administrator will also decide Class
23 Member Challenges over Workweeks, mail and re-mail settlement checks and tax
24 forms, and perform other tasks necessary to administer the Settlement. The
Administrator's contact information is contained in Section 9 of this Notice.
- 25 j. Participating Class Members' Release. After the Judgment is final and the Company
26 has fully funded the Gross Settlement and separately paid all employer payroll taxes,
27 Participating Class Members will be legally barred from asserting any of the claims
28 released under the Settlement. This means that unless you opted out by validly
excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be
part of any other lawsuit against the Company or related entities for wages based on

1 the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged
2 in the Action and resolved by this Settlement.

3 The Participating Class Members will be bound by the following release:

4 All Participating Class Members, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors, and
6 assigns, release Released Parties from (i) all claims that were alleged in the
7 Complaint, or that reasonably could have been alleged based upon the facts stated in
8 the Complaint, under local, state and federal law, including but not limited to: (1)
9 declaratory relief limited to the factual bases for declaratory relief plead in the
10 Complaint, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4)
11 failure to provide rest breaks, (5) failure to provide accurate itemized wage
12 statements, (6) failure to timely pay all earned wage at time of separation, and (7)
13 unfair and unlawful competition. Except as set forth in Section 5.2 of this Agreement,
14 Participating Class Members do not release any other claims, including claims for
15 vested benefits, wrongful termination, violation of the Fair Employment and Housing
16 Act, unemployment insurance, disability, social security, workers' compensation, or
17 claims based on facts occurring outside the Class Period.

18 k. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and the
19 Company has fully funded the Gross Settlement and separately paid all employer
20 payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims
21 against the Company, whether or not they exclude themselves from the Settlement.
22 This means that all Aggrieved Employees, including those who are Participating
23 Class Members and those who opt-out of the Class Settlement, cannot sue, continue
24 to sue, or participate in any other PAGA claim against the Company or its related
25 entities based on the PAGA Period facts alleged in the Action and resolved by this
26 Settlement.

27 The Aggrieved Employees' Releases for Participating and Non-Participating Class
28 Members are as follows:

29 All Aggrieved Employees are deemed to release, on behalf of themselves and their
30 respective former and present representatives, agents, attorneys, heirs, administrators,
31 successors, and assigns, the Released Parties from all claims for PAGA penalties that
32 were alleged, or reasonably could have been alleged, based on the PAGA Period facts
33 stated in the PAGA Complaint and the PAGA Notice, including all PAGA claims
34 seeking civil penalties premised upon: (1) declaratory relief limited to the factual
35 bases for declaratory relief plead in the PAGA Complaint, (2) failure to pay overtime
36 wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5)
37 failure to provide accurate itemized wage statements, (6) failure to timely pay all
38 earned wage at time of separation, and (7) unfair and unlawful competition. All
39 Aggrieved Employees shall release the PAGA claims that were alleged, or reasonably
40 could have been alleged, based on the PAGA Period facts stated in the PAGA
41 Complaint and the PAGA Notice, regardless of their decision to participate in the
42 Settlement.

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4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$23,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the

Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Dodson v. LeafFilter North, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and the Company are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Dodson v. LeafFilter North, LLC* and include your name, current address, telephone number, and approximate dates of employment for the Company and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel

1 and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
2 personally or virtually via Zoom through the Court's remote appearance system
(<https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>). Check the Court's website for the most current information.

3 It's possible the Court will reschedule the Final Approval Hearing. You should check the
4 Administrator's website ([REDACTED]) beforehand or contact Class Counsel to verify the date and
5 time of the Final Approval Hearing. You can also check the Court's website, which can be accessed as
described in Section 9.

6 **9. HOW CAN I GET MORE INFORMATION?**

7 The Agreement sets forth everything the Company and Plaintiff have promised to do under the
8 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
9 Settlement documents is to go to the Administrator's website at [REDACTED]. You can also
10 telephone or send an email to Class Counsel or the Administrator using the contact information
11 listed below or consult the Orange County Superior Court website by going to
12 <https://www.occourts.org/online-services/case-access> and entering the Case Number for the
Action, Case No. 30-2023-01309066-CU-OE-CXC. You can also make an appointment to
personally review court documents in the Clerk's Office at the Civil Complex Center by calling
(657) 622-5305.

13 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION** 14 **ABOUT THE SETTLEMENT.**

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16 **The Contact information for the Settlement Administrator is as follows:**

17 [REDACTED]
18 Email Address:
19 Mailing Address:
20 Telephone:
21 Fax Number:

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23 **The address for the Class Counsel is as follows:**

24 [REDACTED] **Class Counsel**

1 Joseph Lavi
2 Vincent Granberry
3 Lavi & Ebrahimian, LLP
4 8889 W. Olympic Blvd., Suite 200
5 Beverly Hills, CA 90211
6 Tel.: (310) 432-0000
7 Fax: (310) 432-0001
8 E-Mail: jlavi@lelawfirm.com
9 vgranberry@lelawfirm.com
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11 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

12 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as
13 long as you request a replacement before the void date on the face of the original check. If your
14 check is already void you should consult the Unclaimed Property Fund for instructions on how to
15 retrieve the funds.

16 **11. WHAT IF I CHANGE MY ADDRESS?**

17 To receive your check, you should immediately notify the Administrator if you move or
18 otherwise change your mailing address.
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EXHIBIT B

EXCLUSION FORM

Dodson v. LeafFilter North, LLC | Case No. 30-2023-01309066-CU-OE-CXC

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

YOUR OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.

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EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT AND RECEIVE NO PAYMENT IN CONNECTION WITH THE CLASS ACTION SETTLEMENT:

If you wish to exclude yourself from the class action Settlement, you must complete and mail this Exclusion Form to the LeafFilter North, LLC Settlement Claims Administrator, [ADDRESS] on or before , 2026.

I declare as follows:

I was or have been employed as a non-exempt employee of defendant LeafFilter North, LLC in the State of California at some time from February 21, 2019, March 21, 2025. I have received and reviewed the Notice of Proposed Settlement, and I wish to be **EXCLUDED** from the Class and to **NOT** participate in the proposed class action settlement. I understand that by submitting this form I will **NOT** receive any settlement payment in connection with the class action settlement. I understand I will be bound by any Court-approved PAGA settlement in the case and may receive a share of the Court-approved PAGA payment if eligible.

Dated: _____ (Signature)

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(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX - XX - _____
(Social Security Number – last 4 digits only)

EXHIBIT C

DISPUTE FORM

Dodson v. LeafFilter North, LLC | Case No. 30-2023-01309066-CU-OE-CXC

AS EXPLAINED IN MORE DETAIL IN THE “NOTICE OF PROPOSED SETTLEMENT” (“NOTICE”) THAT CAME WITH THIS FORM, YOU HAVE THE FOLLOWING OPTIONS AS PART OF THE SETTLEMENT:

YOUR OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will remain a member of the class, receive a settlement payment, and will be bound by the terms of the Settlement Agreement (including the release of claims).

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OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will receive a payment from Settlement and will be bound by the terms of the Settlement Agreement.
EXCLUDE YOURSELF	This is the only option that allows you to exclude yourself from the class action portion the Settlement, including its release of claims. If you exclude yourself, you will receive no class action settlement payment as part of the Settlement and you will not be bound by the terms of the class action settlement as a result. You will, however, be bound by the terms of any Court-approved PAGA claim settlement.
SUBMIT A WORKWEEK OR PAY PERIOD DISPUTE	Your dispute and related documentation will be reviewed and a decision will be made regarding your applicable workweeks or pay periods based on the information available. You will receive a payment from the Settlement and will be bound by the terms of the Settlement Agreement.

SUBMIT THIS FORM ONLY IF YOU WANT TO DISPUTE THE NUMBER OF APPLICABLE WORKWEEKS OR PAY PERIODS CREDITED TO YOU IN YOUR NOTICE:

If you wish to submit a dispute, you must complete and mail this Dispute Form to the LeafFilter North, LLC Settlement Claims Administrator, [ADDRESS] on or before [DATE]. You should provide any available documents or information supporting or substantiating your dispute.

If a dispute is submitted, Defendant will review its relevant records to verify the workweek and/or pay period information contained in your employee file. Defendant's records shall have a rebuttable presumption of correctness. After review of your dispute and consultation with the relevant parties if necessary, the Settlement Administrator will make a final and binding determination without hearing or right to appeal (unless the Court rules otherwise) and communicate the Settlement Administrator's determination to you, Class Counsel, and Defendant's Counsel. Late or incomplete dispute forms will be invalid and will not be considered unless the Court approves consideration of such a late or incomplete dispute form.

Check the applicable boxes and complete the dispute form information below:

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Workweek Dispute: I want to dispute the number of applicable Workweeks credited to me in my Notice of Proposed Settlement. I worked the following number of Workweeks between February 21, 2019, through March 21, 2025, and while classified as exempt during these workweeks, was paid less than twice the California minimum wage. *(Be sure to include any supporting documentation/information).*

Pay Period Dispute: I want to dispute the number of applicable Pay Periods credited to me in my Notice of Proposed Settlement. I worked the following number of Pay Periods between February 21, 2019, through March 21, 2025, and while classified as exempt during these workweeks, was paid less than twice the California minimum wage. *(i.e., the PAGA Period): _____ . (Be sure to include any supporting documentation/information).*

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX - XX - _____
(Social Security Number – last 4 digits only)

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