Case:	2:20-cv-06229-MHW-KAJ Doc #: 98-3 File	d: 02/14/23 Page: 1 of 36 PAGEID #: 1584
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2		Exhibit 2
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8		TATES DISTRICT COURT ERN DISTRICT OF OHIO
9	EASTE	ERN DIVISION
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11	JAMES ZILINSKY, GERALDINE ZILINSKY, CORY SIMPSON, MEAGAN	Case No. 2:20-cv-6229-MHW-KAJ
12	McGINLEY, SANDRA GARRETTDORSEY, BRIAN DERING,	CLASS ACTION
13	THERESA DERING, ALAN ARMSTRONG, and SANDY	SUPPLEMENTAL DECLARATION OF KENNETH JUE RE: NOTICE
14	ARMSTRONG, individually and on behalf of all others similarly situated,	PROCEDURES
15	Plaintiffs,	
16	VS.	
17	LEAFFILTER NORTH, LLC,	
18	Defendant.	
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	SUPPLEMENTAL DECLARATION (OF KENNETH JUE RE: NOTICE PROCEDURES

I, Kenneth Jue, declare and state as follows:

1. I am a Senior Director with KCC Class Action Services, LLC ("KCC"), located at 462 S 4th Street, Louisville, Kentucky. Pursuant to the Preliminary Approval Order dated August 8, 2022, the Court appointed KCC as the Settlement Administrator in connection with the proposed Settlement of the above-captioned Action.¹ I have personal knowledge of the matters stated herein and, if called upon, could and would testify thereto.

CLASS LIST

2. On September 19, 2022, KCC received from defense counsel a list of 57,780 persons identified as the Class List. The Class List included names, addresses, service ticket number, and job number. KCC received an updated file on September 22, 2022 with email addresses appended to 48,221 records. KCC formatted the list for mailing purposes, removed 75 duplicate records, removed one record with an invalid mailing address, and processed the names and addresses through the National Change of Address Database ("NCOA") to update any addresses on file with the United States Postal Service ("USPS"). KCC processed the email addresses through a spam cleansing service to improve deliverability and removed 8,466 invalid email addresses.

NOTICE

3. On October 7, 2022, KCC caused the Notice and Claim Form to be printed and

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Class Action Settlement Agreement and Release, dated June 24, 2022 (the "Stipulation") and/or the Preliminary Approval Order.

mailed to 57,704 names and mailing addresses in the Class List. Additionally, KCC caused the Notice to be emailed to 39,855 Class Members with a valid email address ("Email Notice"). True and correct copies of the mailed Notice, Claim Form, and Email Notice are attached hereto as Exhibits A-C, respectively.

- 4. Since transmittal of the Email Notice, 2,094 Email Notices were returned as undeliverable.
- 5. Since mailing the Notice Packets to the Class Members, KCC has received 310 Notice Packets returned by the USPS with forwarding addresses. KCC immediately caused Notice Packets to be re-mailed to the forwarding addresses supplied by the USPS.
- 6. Since mailing the Notice Packets to the Class Members, KCC has received 1,066 Notice Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or other public source databases, KCC performed address searches for these undeliverable Notice Packets and was able to find updated addresses for 261 Class Members. KCC promptly re-mailed Notice Packets to the found new addresses. Of those re-mailed Notice Packets, 24 were returned as undeliverable again, for a total of 829 Class Members who did not receive a mailed Notice. Of those 829 Class Members, 475 were sent an Email Notice that did not bounce, for a total of 354 Class Members who did not successfully receive a Notice. Therefore, approximately 99.39% of the Class appears to have successfully received a Notice via mail or email.

SETTLEMENT WEBSITE

7. On or about August 22, 2022, KCC established a website www.leaffiltersettlement.com dedicated to this matter to provide information to the Class Members and to answer frequently asked questions. The website URL was set forth in the Notice Packet. Visitors of the website can download copies of the Notice, Claim Form, and other case-

related documents. Visitors can also submit claims online, and, if applicable, upload supporting documentation.

TELEPHONE HOTLINE

8. KCC established and continues to maintain a toll-free telephone number 844-403-0761 for potential Class Members to call and obtain information about the Settlement, request a Notice Packet, and/or seek assistance from a live operator during regular business hours. The telephone hotline became operational on October 7, 2022, and is accessible 24 hours a day, 7 days a week. To date, KCC has received a total of 921 calls to the telephone hotline, of which 402 calls were handled by a live operator.

CLAIM FORMS

9. The postmark deadline for Class Members to file claims in this matter was February 4, 2023. To date, KCC has received and processed 5,570 timely-filed claim forms online, 5,079 timely-filed mailed claim forms, and 3 late claim forms. KCC expects additional timely-postmarked mailed claim forms to arrive over the next couple of weeks. There are currently 219 claims who have selected Benefit 1 (reimbursement for two prior Debris Removal Cleanings up to \$200), 288 have selected Benefit 2 (reimbursement for one prior Debris Removal Cleaning up to \$100 and two Vouchers for future Debris Removal Cleanings), 9,714 selected Benefit 3 (three vouchers for future Debris Removal Cleanings), and 194 for Benefit 4 (reimbursement for up to \$200 in costs to remove LeafFilter Gutter System due to Debris Accumulation). Some claims may have selected multiple benefits or did not select any benefits and KCC is in the process of adjudicating all claims for validity.

REPORT ON EXCLUSION REQUESTS RECEIVED TO DATE

10. The Notice informs Class Members that requests for exclusion from the Class must be postmarked no later than November 21, 2022. As of the date of this declaration, KCC

has received 231 timely requests for exclusion and 18 late requests for exclusion. A list of the Class Members requesting to be excluded is attached hereto as Exhibit D. Copies of the timely exclusion requests and late exclusion requests received at the time were previously included in my declaration dated December 8, 2022.

OBJECTIONS TO THE SETTLEMENT

11. The postmark deadline for Class Members to object to the settlement was November 21, 2022. As of the date of this declaration, KCC is aware of 46 objections to the settlement, including 6 that were untimely. A list of the Class Members objecting to the settlement is attached hereto as Exhibit E. Copies of the objections received at the time were previously included in my declaration dated December 8, 2022.

ADMINISTRATION COSTS

- 12. To date, KCC estimates its total cost of administration to be \$201,441.32. This amount includes costs to date as well as through the completion of this matter.
- 13. KCC's estimated fees and charges are based on certain information provided to KCC by the parties as well as significant assumptions. Accordingly, the estimate is not intended to limit KCC's actual fees and charges, which may be less or more than estimated due to the scope of actual services or changes to the underlying facts or assumptions.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 14, 2023.

Kennett Jue

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION

A federal court authorized this notice.

This is not a solicitation from a lawyer.

You are receiving this notice because the business records of LeafFilter North, LLC ("LeafFilter") show that you are the owner of a LeafFilter Gutter System and you opened a service ticket with LeafFilter relating to Debris Accumulation. You may be eligible to receive certain benefits from a class action settlement. Benefits of the settlement include receipt of three (3) Vouchers for future Debris Accumulation Cleanings (normally a \$285 value) at no additional cost to you. Alternatively, you may be eligible to receive cash reimbursement up to \$200 if you incurred out-of-pocket expenses for cleaning debris off the top of your LeafFilter Gutter System or removed your LeafFilter Gutter System entirely because of issues with Debris Accumulation. You MUST submit a Claim Form (enclosed) to receive a benefit under this settlement. Claim Forms may be submitted via U.S. Mail or online through the Settlement Website, www.leaffiltersettlement.com.

Your legal rights are affected whether you act or don't act. Read this notice carefully. If you know or suspect that your LeafFilter Gutter System has caused significant damage to your home, you should strongly consider excluding yourself from this Settlement (see below).

	YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT
SUBMIT A CLAIM FORM	The only way for you to get reimbursement for Debris Accumulation Cleanings or removal of your LeafFilter Gutter System, and/or up to three Vouchers for future cleanings is to timely submit a valid Claim Form. If you timely submit a valid Claim Form (enclosed) along with the required documentation, by February 4, 2023 you can obtain reimbursement of eligible expenses and/or up to three Vouchers for future cleanings.
ASK TO BE EXCLUDED	Receive no reimbursement, no Vouchers for future cleanings, or other benefits. Get out of this lawsuit but keep your individual right to sue. If you ask to be excluded, you will not be eligible for benefits from this settlement, but you will maintain your right to pursue an individual claim against LeafFilter North, LLC about the claims in this lawsuit.
COMMENT OR OBJECT	Comment in writing about why you like or don't like the proposed settlement. You may comment in writing about why you like or dislike the proposed settlement by sending a letter to the Settlement Administrator, or by filing an objection with the Court on your own or through an attorney. In order to comment or object to the proposed settlement, you must remain a member of the Settlement Class (<i>i.e.</i> , you cannot ask to be excluded).
DO NOTHING	Receive no reimbursement, no Vouchers for future cleanings, or other benefits. Give up your rights to sue. By doing nothing, you will not be eligible for reimbursement of out-of-pocket expenses or the up to three Vouchers for future cleanings, assuming you would otherwise qualify. You will also give up any rights to sue LeafFilter North, LLC on an individual basis separately about the claims in this lawsuit.

These rights and options—and the deadlines to exercise them—are explained in this Notice.

• The Court in charge of this case still has to decide whether to approve the proposed settlement. Claim Forms will be processed and approved, and benefits and payments will be issued <u>after</u> the proposed settlement has been approved by the Court and becomes in all respects Final.

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BASIC INFORMATION

1. What is the purpose of this Notice?

You are receiving this Notice because LeafFilter North, LLC's ("LeafFilter") records identified you as a possible Settlement Class Member in a proposed settlement of a federal class action lawsuit pending in the United States District Court for the Southern District of Ohio, *Zilinsky, et al. v. LeafFilter North, LLC, Inc.*, Case No. 2:20-cv-6229-MHW-KAJ (the "Litigation"). You are a Settlement Class Member if you are the owner of a LeafFilter Gutter System and you opened a service ticket with LeafFilter for issues relating to debris accumulating on top of the Gutter System.

As a possible member of the proposed Settlement Class, you have a right to know about the Litigation and proposed settlement. The judge who is overseeing the case, the Honorable Michael H. Watson, authorized this Notice, which explains the Litigation, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to obtain them. You have various options that you may exercise before the Court decides whether to approve the proposed settlement. If the Court approves the proposed settlement and the settlement becomes in all respects final, then the Defendant, LeafFilter, will provide certain benefits to the Settlement Class Members who filed a valid Claim Form, including reimbursement for up to \$200 for prior Debris Removal Cleanings or removal of the LeafFilter Gutter System due to issues with Debris Accumulation, and/or up to three Vouchers for future Debris Removal Cleanings at no cost to you.

2. What is this lawsuit about?

This Litigation is about Debris Accumulation (the buildup, collection, or aggregation of organic material such as leaves, pine needles, twigs, branches, seeds, and pollen) and/or inorganic material (including but not limited to shingle grit) on top of the LeafFilter Gutter System.

The Named Plaintiffs allege that the LeafFilter Gutter System was represented to be maintenance-free, yet suffers from Debris Accumulation that requires periodic cleanings. Plaintiffs allege that LeafFilter should have disclosed that the LeafFilter Gutter System had issues with Debris Accumulation prior to sale or remedied the issue under warranty within a reasonable period of time after the sale. LeafFilter expressly and vigorously denies the allegations in the Litigation, including the allegation that the LeafFilter Gutter System accumulates debris or suffers from any defect whatsoever. LeafFilter further denies that it has engaged in any wrongdoing, and specifically denies all claims described above and asserted in the Litigation.

You can read all of Plaintiffs' allegations in the First Amended Class Action Complaint, available at www.leaffiltersettlement.com.

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

In a class action lawsuit, one or more persons, called "Named Plaintiffs" sue on behalf of other people who are alleged to have similar claims ("Proposed Class"). The Named Plaintiffs and the Proposed Class are collectively called the "Plaintiffs," and their attorneys are referred to as "Class Counsel." The company that has been sued (here, LeafFilter) is called the "Defendant." In a class action lawsuit, all factual questions and legal issues are resolved for all Plaintiffs, except for those people who choose to exclude themselves from the Class. Judge Michael H. Watson is presiding over this class action.

4. Why is there a proposed settlement?

The Court has not decided in favor of Plaintiffs or LeafFilter. Instead, both sides agreed to a proposed settlement on behalf of everyone in the proposed Settlement Class. By agreeing to a proposed settlement, all parties avoid the cost of a trial, and Settlement Class Members are eligible to receive certain agreed-upon benefits which will be provided if the proposed settlement is approved and becomes Final. The Class Representatives and Class Counsel believe the proposed settlement is in the best interests of Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Am I part of this Settlement Class?

Judge Watson preliminarily approved the following class for settlement purposes only: All LeafFilter customers in the United States who appear in LeafFilter's customer care database with a Debris-Related Final Issue Code for their service request ("Class Members") from January 1, 2016 through June 24, 2022.

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

If you are still not sure whether you are included, you can get free help at www.leaffiltersettlement.com, by calling 1-844-403-0761, or by writing to Class Counsel at the address listed in response to Question 25, below.

SETTLEMENT BENEFITS - WHAT YOU GET

7. What benefits are available and for whom?

Settlement Class Members are eligible to file claims for one of the following Benefits:

Benefit 1

- Reimbursement for up to two Debris Removal Cleanings of a LeafFilter Gutter System. The maximum amount of each individual reimbursement is not to exceed \$100, and the total amount of reimbursement shall not exceed \$200.
- Claims for reimbursement shall be supported by Proof of Expense demonstrating that the Class Member paid out-ofpocket money to remove Debris Accumulation from their LeafFilter system prior to June 24, 2022. Fees for other work
 shall not be reimbursed.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation.

Benefit 2

- Reimbursement for one Debris Removal Cleaning of a LeafFilter Gutter System, and Vouchers for two future LeafFilter system Debris Removal Cleanings. The maximum amount of such reimbursement is not to exceed \$100.
- Claims for reimbursement shall be supported by Proof of Expense demonstrating that the Class Member paid out-ofpocket money to remove Debris Accumulation from the LeafFilter system prior to June 24, 2022. Fees for other work
 shall not be reimbursed.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation.
- The Voucher cleanings are to be performed by LeafFilter or its agents and shall be performed within thirty (30) days of request by Class Member.
- Vouchers shall be fully transferrable.

Benefit 3

- Vouchers for three future LeafFilter Gutter System Debris Removal cleanings.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation.
- The Voucher cleanings are to be performed by LeafFilter or its agents and shall be performed within thirty (30) days of request by Class Member.
- Vouchers shall be fully transferrable.

Benefit 4

- Reimbursement of up to \$200 for costs related to the removal of the LeafFilter Gutter System from their home because of Debris Accumulation problems.
- Claims for reimbursement shall be supported by Proof of Expense demonstrating that the Class Member paid out-of-pocket money to remove the LeafFilter Gutter System.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation and that the system was removed for that reason.

8. How do I get reimbursed?

To receive reimbursement, you must do 4 things:

- (1) Complete the Claim Form by providing all requested information;
- (2) Enclose a copy of all required documentation and a proof of expense for each eligible reimbursement (<u>if requesting reimbursement</u>);
- (3) Sign and date your Claim Form; and
- (4) Mail the Claim Form to the Settlement Administrator or submit your claim electronically through the Settlement Website (www.leaffiltersettlement.com) by the deadline.

Your Claim Form(s) must be postmarked or submitted electronically by February 4, 2023.

The Claim Form is enclosed with this Notice, and you can obtain additional copies to print at www.leaffiltersettlement.com.

9. What if I don't submit my Claim Form by the deadline?

If you fail to submit the Claim Form by the required deadline (February 4, 2023), your Claim will be denied as untimely. Submitting a Claim Form late will be the same as doing nothing (*see* Question 24).

10. When do I get reimbursed?

The Court will hold a hearing (the "Final Approval Hearing") on March 14, 2023 at the Joseph P. Kinneary U.S. Courthouse, Room 109, 85 Marconi Boulevard, Columbus, Ohio 43215, to decide whether the settlement is fair, reasonable, and adequate. Even if the Court approves the proposed settlement, there might be appeals that delay the conclusion of the case and prevent it from becoming final. It is always uncertain whether such appeals can be quickly resolved, and resolving them can take months or even years. For that reason, at this time there is no way to determine if and when reimbursement payments will be issued. Information about the progress of the case will be available on the Settlement Website: www.leaffiltersettlement.com.

If the Settlement Administrator determines your claim should not be paid or should be paid only in part, you will be mailed a letter telling you the amount you are to receive, if any, and explaining how you can appeal the decision, if you wish to do so.

11. What am I giving up in order to receive the benefits of the settlement?

Unless you exclude yourself, you will remain a member of the Settlement Class. That means that you will not be able to sue, continue to sue, or be a part of any other lawsuit against LeafFilter about the legal issues in this Litigation. It also means that all of the Court's orders in this Litigation will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of this proposed settlement?

If you want to keep the right to sue LeafFilter, on your own as an individual, about the legal issues in this Litigation including debris removal, then you must take steps to exclude yourself from the Settlement Class and the settlement. This is sometimes referred to as "opting out." To exclude yourself from the settlement, you must take one of two actions:

- 1) Send an email to the Settlement Administrator saying that you want to be excluded from *Zilinsky, et al. v. LeafFilter North, LLC.*, Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio), and include your:
 - · full name;
 - · mailing address;
 - telephone number; and
 - clear statement communicating that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and want to be excluded from any judgment entered pursuant to the settlement.

If you decide to exclude yourself from the Settlement Class by email, your email must be sent to info@leaffiltersettlement.com no later than November 21, 2022.

Or

- 2) Send a letter to the Settlement Administrator by U.S. mail (or an express mail carrier) saying that you want to be excluded from *Zilinsky*, *et al. v. LeafFilter North*, *LLC*., Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio), and include your:
 - full name;
 - · mailing address;
 - telephone number; and
 - a clear statement communicating that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and want to be excluded from any judgment entered pursuant to the settlement.

If you decide to exclude yourself from the Settlement Class by letter, you must mail your letter to the following address, postmarked no later than November 21, 2022:

Zilinsky Class Action Settlement Administrator P.O. Box 8060 San Rafael, CA 94912-8060

If you submit a valid request to exclude yourself from the Settlement Class, you will not receive any benefits of the settlement and you cannot object to the settlement. You will not be legally bound by anything that happens in this proposed settlement. Exclusion requests must be postmarked no later than November 21, 2022.

13. If I don't exclude myself, can I sue LeafFilter later?

No. If you do not timely submit a valid Exclusion Request, you will remain a part of the Settlement Class and you will not be able to sue LeafFilter for the legal claims that are released as part of the Settlement.

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

No. If you submit a valid Exclusion Request, you will not receive benefits of the settlement and you cannot object to the proposed settlement. If you exclude yourself, you should not submit a Claim Form seeking reimbursement. You cannot both exclude yourself and seek any benefits of the settlement. If you want to receive benefits under the proposed settlement you cannot exclude yourself from the proposed settlement.

15. Should I exclude myself from this Settlement if I know or suspect my home has been damaged by the LeafFilter Gutter System?

Anyone who knows or has reason to suspect that their LeafFilter Gutter System has caused significant damage to their home (including the foundation, facia, etc.) should strongly consider opting-out of this Settlement Class to preserve their rights to bring an individual lawsuit against LeafFilter, if appropriate.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has decided that the following law firms are qualified to represent you and all Settlement Class Members for purposes of this proposed settlement:

- (1) Varnell and Warwick, P.A. of Tampa, Florida; and
- (2) Goldenberg Schneider, LPA of Cincinnati, Ohio.

Together these law firms are called "Class Counsel." They are experienced in handling class action cases for defective products. More information about these law firms, their practices, and their lawyers' experience is available at www.VandWlaw.com and www.gs-legal.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want to hire your own lawyer, you may do so at your own expense.

18. How will the lawyers be paid?

Class Counsel has not received any fees or reimbursement for any of their expenses associated with this case. As part of the proposed settlement, Class Counsel will seek reasonable attorneys' fees and expenses not to exceed a total of \$1,775,000, as ordered by the Court. By November 7, 2022. Class Counsel will file an application with the Court requesting that the Court award Class Counsel Fees and Expenses. Any fees or expenses that Class Counsel request must be approved by the Court and will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

Class Counsel's application will also ask the Court to approve Service Awards not to exceed \$3,500 for each Named Plaintiff to compensate them for their time and effort litigating this case on behalf of the Settlement Class. Again, the Service Awards will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

Once filed, Class Counsel's application for fees and expenses and the Named Plaintiffs' Service Awards will be available on the Settlement Website, www.leaffiltersettlement.com.

Neither the Class Counsel's fees and expenses nor the Service Awards will reduce any of the benefits you may receive under the proposed settlement.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I like or do not like the proposed settlement?

You can tell the Court that you do or do not agree with the proposed settlement or some part of it.

If you remain a Settlement Class Member (that is, if you do not exclude yourself, or opt-out, from the settlement), then you can tell the Court that you like the proposed settlement and it should be approved, or you object to all or part of the proposed settlement. The Court will consider all comments from Settlement Class Members.

To comment or object, you must send a letter to the Settlement Administrator, to Class Counsel, and LeafFilter's Counsel at the addresses indicated below, specifically stating whether you are commenting or objecting on the settlement in *Zilinsky*, et al. v. LeafFilter North, LLC., Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio), and include your:

- full name;
- mailing address;
- telephone number;
- approximate date of purchase of LeafFilter Gutter System;
- statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member;
- explanation of your factual and legal grounds for objecting;
- statement as to whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- copies of any documents supporting your objection; and
- · signature.

You do not need to hire legal counsel to comment on or object to the settlement. But, if you are represented by legal counsel, you must also identify your counsel and file your comment or objection to the settlement electronically with the Court.

Any Settlement Class Member objecting to the settlement (each an "Objector") must also provide a list of all objections to any other class action settlements submitted by him or her, or his or her legal counsel, to any court in connection with a class action settlement in the previous five (5) years. If the Objector or his or her counsel has *not* objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she must affirmatively state as much in their submission to the Court.

The filing of an objection allows Class Counsel or LeafFilter's Counsel to take the Objector's deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an Objector to make himself or herself available for a deposition or otherwise comply with expedited discovery requests may result in the Court striking the Objector's objection and otherwise denying the Objector the opportunity to make an objection or be further heard.

If you intend to appear at the Final Approval Hearing, your comment or objection must identify the attorneys representing you, if any, who will appear at the Final Approval Hearing.

You must mail your comment or objection to the Court, Settlement Administrator, Class Counsel and LeafFilter's Counsel at the following addresses, postmarked no later than November 21, 2022:

Court	Settlement Administrator	Class Counsel	Defense Counsel
Clerk of the Court	Zilinsky Class Action Settlement	Varnell & Warwick, P.A.	Benesch, Friedlander,
Joseph P. Kinneary U.S.	P.O. Box 8060	c/o Brian W. Warwick	Coplan & Aronoff LLP
Courthouse	San Rafael, CA 94912-8060	1101 E. Cumberland	c/o Gregory J. Phillips
85 Marconi Boulevard		Avenue	200 Public Square, Suite 2300
Columbus, OH 43215		Suite 201H-105	Cleveland, OH 44114
		Tampa, FL 33602	

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Settlement Class as a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL APPROVAL HEARING

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

The Court will hold a hearing to decide whether to grant final approval of the settlement. You may attend and you may ask to speak, but you do not have to attend or speak. The Court will hold a hearing (the "Final Approval Hearing") on March 14, 2023, at 10:00 a.m. at the Joseph P. Kinneary U.S. Courthouse, Room 109, 85 Marconi Boulevard, Columbus, OH 43215 to decide whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Watson may listen to people who have asked to speak at the hearing. The Court might also decide how much Class Counsel should be paid for representing the Class and whether Service Awards should be paid to Named Plaintiffs for their time and effort in representing the Settlement Class. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

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

No, but you are welcome to come at your own expense if you do not exclude yourself from the settlement. Class Counsel will answer questions that Judge Watson might have. If you send a comment or objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you sent your comment or objection such that it was timely, the Court will consider it. If you decide to hire your own attorney, he or she may also attend the Final Approval Hearing, but it is not necessary.

23. May I speak at the Final Approval Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Final Approval Hearing concerning the proposed settlement or Class Counsel's request for attorneys' fees and expenses or the Service Awards for the Named Plaintiffs. To do so, you must send a letter to the Court, and provide a copy to Class Counsel and LeafFilter's Counsel, indicating that you intend to appear at the Final Approval Hearing in *Zilinsky*, et al. v. LeafFilter North, LLC., Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio). The letter must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Final Approval Hearing. You must send your notice to the Clerk of the Court, Class Counsel, and LeafFilter's Counsel at the three addresses listed under Questions 19, postmarked no later than November 21, 2022. You may combine this notice and your comment or objection (described under Question 19) in a single letter. You cannot speak at the Final Approval Hearing if you exclude yourself from the proposed settlement.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class but you will not receive reimbursement for eligible out-of-pocket expenses or Vouchers for future Debris Accumulation Cleanings (you must file a claim to be considered for these benefits). Furthermore, you will not be permitted to appear and speak at the Final Approval Hearing.

ADDITIONAL INFORMATION

25. Are there more details available?

You can obtain more information by visiting the Settlement Website, www.leaffiltersettlement.com, where you can find extra Claim Forms, information about the history of this litigation and the status of the proposed settlement, and documents such as the First Amended Class Action Complaint, and Class Counsel's application for fees and expenses and the Named Plaintiffs' Service Awards filed by the Plaintiffs. You can also submit claims directly through the Settlement Website (www.leaffiltersettlement.com).

You may also call or write Class Counsel at:

VARNELL & WARWICK, P.A. 1101 E. Cumberland Ave., Suite 201H, #105 Tampa, Florida 33602 Telephone: (352) 753-8600 Regarding: LeafFilter settlement

GOLDENBERG SCHNEIDER, LPA 4445 Lake Forest Drive, Suite 490

Cincinnati, Ohio 45242 Telephone: (513) 345-8291 Regarding: LeafFilter settlement

EXHIBIT B

Case: 2:20-cv-06229-MHW-KAJ Doc #: 98-3 Filed: 02/14/23 Page: 16 of 36 PAGEID #: 1598

Zilinsky Class Action Settlement Administrator P.O. Box 8060 San Rafael, CA 94912-8060

LZI

«Barcode»

Postal Service: Please do not mark barcode
Claim#: LZI-«Claim8»-«CkDig»
«FirstNAME» «LastNAME»
«Addr1» «Addr2»
«City», «State»«FProv» «Zip»«FZip»
«FCountry»

Zilinsky, et al. v. LeafFilter North, LLC.
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio)

Must Be Postmarked No Later Than February 4, 2023

Claim ID: <<Claim8>>
PIN: <<PIN>>

LEAFFILTER GUTTER SYSTEM DEBRIS ACCUMULATION CLASS ACTION CLAIM FORM

CHANGE OF ADDRESS (ONLY IF DIFFE	RENT FROM ABOVE)	
Primary Address		
Primary Address Continued		
City		State ZIP Code
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation

CLAIM FORM INSTRUCTIONS

You are receiving this Claim Form because LeafFilter North, LLC's ("LeafFilter") records show that you are the owner of a LeafFilter Gutter System and you opened a service ticket with LeafFilter relating to Debris Accumulation. Under this Settlement, you are eligible to receive **one** of the following four Benefits.

Benefit 1: Reimbursement for two prior Debris Removal Cleanings up to \$200

If you paid to have debris removed from the top of your LeafFilter Gutter System, and have proof of the expenses you incurred, you can file a Claim Form for Benefit 1. You may receive a maximum of \$100 reimbursement for each individual cleaning, with the total amount of reimbursement not to exceed \$200. To be valid, your claim must include documentation of these expenses.

Benefit 2: Reimbursement for one prior Debris Removal Cleaning up to \$100 and two Vouchers for future Debris Removal Cleanings

If you paid to have debris removed from the top of your LeafFilter Gutter System, and have proof of the expenses you incurred, you can file a Claim Form for Benefit 2. Under this Benefit, you may receive a maximum of \$100 reimbursement for one individual cleaning. To be valid, your claim must include documentation of this expense. In addition to your reimbursement for one prior cleaning, if you file a valid claim for Benefit 2, you will also receive two vouchers for future Debris Removal Cleanings to be performed by LeafFilter or its affiliated companies within 30 days of your service request, and at no cost to you.

Benefit 3: Three vouchers for future Debris Removal Cleanings

If you have not paid to have debris removed from the top of your LeafFilter Gutter System, do not have proof of such expenses, or prefer to request three future cleanings, you can file a Claim Form for Benefit 3. Under this Benefit, if you file a valid claim, you will receive three vouchers for future Debris Removal Cleanings to be performed by LeafFilter or its affiliated companies within 30 days of your service request, and at no cost to you.

Benefit 4: Reimbursement for up to \$200 in costs to remove LeafFilter Gutter System due to Debris Accumulation

If you have removed your LeafFilter Gutter System from your home because of issues with Debris Accumulation, you can file a Claim Form for Benefit 4. Under this Benefit, if you file a valid claim, you can receive up to \$200 in reimbursement. To be valid, your claim must include documentation of this expense.



FOR CLAIMS		DOC	RED
PROCESSING	СВ	LC	A
ONLY		REV	В

To submit your Claim Form electronically, go to www.leaffiltersettlement.com.

To submit your Claim Form through the mail, mail your completed Claim Form to:

Zilinsky Class Action Settlement Administrator P.O. Box 8060 San Rafael, CA 94912-8060

All Claim Forms must be submitted online or postmarked by February 4, 2023.

Submit this Claim Form to seek one (and only one) of the Benefits below. Fill in the appropriate circle for the benefit you are seeking. If you are seeking reimbursement for out-of-pocket costs, include the amount of reimbursement you are requesting and attach proof of each expense.

	Benefit 1: Reimbursement for two prior Debris Removal Cleanings up to \$200 - I incurred out-of-pocket costs to clean debris off the top of my LeafFilter Gutter System. I have attached proof of these expenses (invoice, receipt, etc.).
	Amount of Reimbursement for first Debris Removal Cleaning: \$
	Amount of Reimbursement for second Debris Removal Cleaning: \$
	Benefit 2: Reimbursement for one prior Debris Removal Cleaning up to \$100 and two Vouchers for future Debris Removal Cleanings - I incurred out-of-pocket costs to clean debris off the top of my LeafFilter Gutter System. I have attached proof of this expense (invoice, receipt, etc.). I also elect to receive two Vouchers for future Debris Removal Cleanings.
	Amount of Reimbursement for Debris Removal Cleaning:
	Benefit 3: Three vouchers for future Debris Removal Cleanings - I did not pay to have debris removed from the top of my LeafFilter Gutter System, I do not have proof of such expenses, or I elect to receive three Vouchers for future Debris Removal Cleanings.
	Benefit 4: Reimbursement for up to \$200 in costs to remove LeafFilter Gutter System due to Debris Accumulation — I incurred out-of-pocket costs to remove my LeafFilter Gutter System from my home because of issues with Debris Accumulation. I have attached proof of this expense (invoice, receipt, etc.).
	Amount of Reimbursement for Gutter System Removal: \$
I her	se sign the certification below: reby attest and affirm that I am eligible for the Settlement Benefit indicated above, that the documentation provided, if any, to support
	claim is authentic and, if I am seeking reimbursement, that I actually incurred and was not previously reimbursed for these expenses.
Sign	ature: Dated (mm/dd/yyyy):
Prin	t Name:
Em	ail Address

If you prefer to file your Claim Form electronically, go to www.leaffiltersettlement.com.



EXHIBIT C

From: Zilinsky v LeafFilter Class Action Administrator <donotreply@e.leaffiltersettlement.com> **Sent:** Friday, October 7, 2022 3:31 PM

To:

Subject:

Zilinsky et al v. LeafFilter North LLC notice of settlement

Claim Number: KCC01244

PIN: KCC664

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION

A federal court authorized this notice. *This is not a solicitation from a lawyer.*

You are receiving this notice because the business records of LeafFilter North, LLC ("LeafFilter") show that you are the owner of a LeafFilter Gutter System and you opened a service ticket with LeafFilter relating to Debris Accumulation. You may be eligible to receive certain benefits from a class action settlement. Benefits of the settlement include receipt of three (3) Vouchers for future Debris Accumulation Cleanings (normally a \$285 value) at no additional cost to you. Alternatively, you may be eligible to receive cash reimbursement up to \$200 if you incurred out-of-pocket expenses for cleaning debris off the top of your LeafFilter Gutter System or removed your LeafFilter Gutter System entirely because of issues with Debris Accumulation. You MUST submit a Claim Form to receive a benefit under this settlement. Claim Forms may be submitted via U.S. Mail or online through the Settlement Website, www.leaffiltersettlement.com.

Your legal rights are affected whether you act or don't act. Read this notice carefully. If you know or suspect that your LeafFilter Gutter System has caused significant damage to your home, you should strongly consider excluding yourself from this Settlement (see below).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT			
SUBMIT A CLAIM FORM	The only way for you to get reimbursement for Debris Accumulation Cleanings or removal of your LeafFilter Gutter System, and/or up to three Vouchers for future cleanings is to timely submit a valid Claim Form. If you timely submit a valid Claim Form along with the required documentation, by February 4, 2023 you can obtain reimbursement of eligible expenses and/or up to three Vouchers for future cleanings.		
ASK TO BE EXCLUDED	If you ask to be excluded, you will not be eligible for benefits from this settlement, but you will		
COMMENT OR OBJECT	Comment in writing about why you like or don't like the proposed settlement. You may comment in writing about why you like or dislike the proposed settlement by sending a letter to the Settlement Administrator, or by filing an objection with the Court on your own or through an attorney. In order to comment or object to the proposed settlement, you must remain a member of the Settlement Class (<i>i.e.</i> , you cannot ask to be excluded).		
DO NOTHING	Receive no reimbursement, no Vouchers for future cleanings, or other benefits. Give up your rights to sue. By doing nothing, you will not be eligible for reimbursement of out-of-pocket expenses or the up to three Vouchers for future cleanings, assuming you would otherwise qualify. You will also give up any rights to sue LeafFilter North, LLC on an individual basis separately about the claims in this lawsuit.		

These rights and options—and the deadlines to exercise them—are explained in this Notice.

• The Court in charge of this case still has to decide whether to approve the proposed settlement. Claim Forms will be processed and approved, and benefits and payments will be issued <u>after</u> the proposed settlement has been approved by the Court and becomes in all respects Final.

BASIC INFORMATION

1. What is the purpose of this Notice?

You are receiving this Notice because LeafFilter North, LLC's ("LeafFilter") records identified you as a possible Settlement Class Member in a proposed settlement of a federal class action lawsuit pending in the United States District Court for the Southern District of Ohio, *Zilinsky, et al. v. LeafFilter North, LLC, Inc.*, Case No. 2:20-cv-6229-MHW-KAJ (the "Litigation"). You are a Settlement Class Member if you are the owner of a LeafFilter Gutter System and you opened a service ticket with LeafFilter for issues relating to debris accumulating on top of the Gutter System.

As a possible member of the proposed Settlement Class, you have a right to know about the Litigation and proposed settlement. The judge who is overseeing the case, the Honorable Michael H. Watson, authorized this Notice, which explains the Litigation, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to obtain them. You have various options that you may exercise before the Court decides whether to approve the proposed settlement. If the Court approves the proposed settlement and the settlement becomes in all respects final, then the Defendant, LeafFilter, will provide certain benefits to the Settlement Class Members who filed a valid Claim Form, including reimbursement for up to \$200 for prior Debris Removal Cleanings or removal of the LeafFilter Gutter System due to issues with Debris Accumulation, and/or up to three Vouchers for future Debris Removal Cleanings at no cost to you.

2. What is this lawsuit about?

This Litigation is about Debris Accumulation (the buildup, collection, or aggregation of organic material such as leaves, pine needles, twigs, branches, seeds, and pollen) and/or inorganic material (including but not limited to shingle grit) on top of the LeafFilter Gutter System.

The Named Plaintiffs allege that the LeafFilter Gutter System was represented to be maintenance-free, yet suffers from Debris Accumulation that requires periodic cleanings. Plaintiffs allege that LeafFilter should have disclosed that the LeafFilter Gutter System had issues with Debris Accumulation prior to sale or remedied the issue under warranty within a reasonable period of time after the sale. LeafFilter expressly and vigorously denies the allegations in the Litigation, including the allegation that the LeafFilter Gutter System accumulates debris or suffers from any defect whatsoever. LeafFilter further denies that it has engaged in any wrongdoing, and specifically denies all claims described above and asserted in the Litigation.

You can read all of Plaintiffs' allegations in the First Amended Class Action Complaint, available at www.leaffiltersettlement.com.

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

In a class action lawsuit, one or more persons, called "Named Plaintiffs" sue on behalf of other people who are alleged to have similar claims ("Proposed Class"). The Named Plaintiffs and the Proposed Class are collectively called the "Plaintiffs," and their attorneys are referred to as "Class Counsel." The company that has been sued (here, LeafFilter) is called the "Defendant." In a class action lawsuit, all factual questions and legal issues are resolved for all Plaintiffs, except for those people who choose to exclude themselves from the Class. Judge Michael H. Watson is presiding over this class action.

4. Why is there a proposed settlement?

The Court has not decided in favor of Plaintiffs or LeafFilter. Instead, both sides agreed to a proposed settlement on behalf of everyone in the proposed Settlement Class. By agreeing to a proposed settlement, all parties avoid the cost of a trial, and Settlement Class Members are eligible to receive certain agreed-upon benefits which will be provided if the proposed settlement is approved and becomes Final. The Class Representatives and Class Counsel believe the proposed settlement is in the best interests of Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Am I part of this Settlement Class?

Judge Watson preliminarily approved the following class for settlement purposes only: All LeafFilter customers in the United States who appear in LeafFilter's customer care database with a Debris-Related Final Issue Code for their service request ("Class Members") from January 1, 2016 through June 24, 2022.

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

If you are still not sure whether you are included, you can get free help at www.leaffiltersettlement.com, by calling 1-844-403-0761, or by writing to Class Counsel at the address listed in response to Question 25, below.

SETTLEMENT BENEFITS – WHAT YOU GET

7. What benefits are available and for whom?

Settlement Class Members are eligible to file claims for one of the following Benefits:

Benefit 1

- Reimbursement for up to two Debris Removal Cleanings of a LeafFilter Gutter System. The maximum amount of each individual reimbursement is not to exceed \$100, and the total amount of reimbursement shall not exceed \$200.
- Claims for reimbursement shall be supported by Proof of Expense demonstrating that the Class Member paid outof-pocket money to remove Debris Accumulation from their LeafFilter system prior to June 24, 2022. Fees for
 other work shall not be reimbursed.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation.

Benefit 2

- Reimbursement for one Debris Removal Cleaning of a LeafFilter Gutter System, and Vouchers for two future LeafFilter system Debris Removal Cleanings. The maximum amount of such reimbursement is not to exceed \$100.
- Claims for reimbursement shall be supported by Proof of Expense demonstrating that the Class Member paid outof-pocket money to remove Debris Accumulation from the LeafFilter system prior to June 24, 2022. Fees for other
 work shall not be reimbursed.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation.
- The Voucher cleanings are to be performed by LeafFilter or its agents and shall be performed within thirty (30) days of request by Class Member.
- Vouchers shall be fully transferrable.

Benefit 3

- Vouchers for three future LeafFilter Gutter System Debris Removal cleanings.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation.
- The Voucher cleanings are to be performed by LeafFilter or its agents and shall be performed within thirty (30) days of request by Class Member.
- Vouchers shall be fully transferrable.

Benefit 4

- Reimbursement of up to \$200 for costs related to the removal of the LeafFilter Gutter System from their home because of Debris Accumulation problems.
- Claims for reimbursement shall be supported by Proof of Expense demonstrating that the Class Member paid outof-pocket money to remove the LeafFilter Gutter System.
- As part of completing the Claim Form, Class Members must certify that their LeafFilter Gutter System experienced Debris Accumulation and that the system was removed for that reason.

8. How do I get reimbursed?

To receive reimbursement, you must do 4 things:

- 1. Complete the Claim Form by providing all requested information;
- 2. Enclose a copy of all required documentation and a proof of expense for each eligible reimbursement (<u>if requesting</u> reimbursement);
- 3. Sign and date your Claim Form; and

4. Mail the Claim Form to the Settlement Administrator or submit your claim electronically through the Settlement Website (www.leaffiltersettlement.com) by the deadline.

Your Claim Form(s) must be postmarked or submitted electronically by February 4, 2023.

The Claim Form is with the Notice, and you can obtain additional copies to print at www.leaffiltersettlement.com.

9. What if I don't submit my Claim Form by the deadline?

If you fail to submit the Claim Form by the required deadline (February 4, 2023), your Claim will be denied as untimely. Submitting a Claim Form late will be the same as doing nothing (*see* Question 24).

10. When do I get reimbursed?

The Court will hold a hearing (the "Final Approval Hearing") on March 14, 2023 at the Joseph P. Kinneary U.S. Courthouse, Room 109, 85 Marconi Boulevard, Columbus, Ohio 43215, to decide whether the settlement is fair, reasonable, and adequate. Even if the Court approves the proposed settlement, there might be appeals that delay the conclusion of the case and prevent it from becoming final. It is always uncertain whether such appeals can be quickly resolved, and resolving them can take months or even years. For that reason, at this time there is no way to determine if and when reimbursement payments will be issued. Information about the progress of the case will be available on the Settlement Website: www.leaffiltersettlement.com.

If the Settlement Administrator determines your claim should not be paid or should be paid only in part, you will be mailed a letter telling you the amount you are to receive, if any, and explaining how you can appeal the decision, if you wish to do so.

11. What am I giving up in order to receive the benefits of the settlement?

Unless you exclude yourself, you will remain a member of the Settlement Class. That means that you will not be able to sue, continue to sue, or be a part of any other lawsuit against LeafFilter about the legal issues in this Litigation. It also means that all of the Court's orders in this Litigation will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of this proposed settlement?

If you want to keep the right to sue LeafFilter, on your own as an individual, about the legal issues in this Litigation including debris removal, then you must take steps to exclude yourself from the Settlement Class and the settlement. This is sometimes referred to as "opting out." To exclude yourself from the settlement, you must take one of two actions:

- 1. Send an email to the Settlement Administrator saying that you want to be excluded from *Zilinsky, et al. v. LeafFilter North, LLC.*, Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio), and include your:
- full name;
- mailing address;
- telephone number; and
- clear statement communicating that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and want to be excluded from any judgment entered pursuant to the settlement.

If you decide to exclude yourself from the Settlement Class by email, your email must be sent to info@leaffiltersettlement.com no later than November 21, 2022.

Or

- 2. Send a letter to the Settlement Administrator by U.S. mail (or an express mail carrier) saying that you want to be excluded from *Zilinsky*, et al. v. LeafFilter North, LLC., Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio), and include your:
- full name;
- mailing address;
- telephone number; and
- a clear statement communicating that you want to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and want to be excluded from any judgment entered pursuant to the settlement.

If you decide to exclude yourself from the Settlement Class by letter, you must mail your letter to the following address, postmarked no later than November 21, 2022:

Zilinsky Class Action Settlement Administrator P.O. Box 8060 San Rafael, CA 94912-8060

If you submit a valid request to exclude yourself from the Settlement Class, you will not receive any benefits of the settlement and you cannot object to the settlement. You will not be legally bound by anything that happens in this proposed settlement. Exclusion requests must be postmarked no later than November 21, 2022.

13. If I don't exclude myself, can I sue LeafFilter later?

No. If you do not timely submit a valid Exclusion Request, you will remain a part of the Settlement Class and you will not be able to sue LeafFilter for the legal claims that are released as part of the Settlement.

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

No. If you submit a valid Exclusion Request, you will not receive benefits of the settlement and you cannot object to the proposed settlement. If you exclude yourself, you should not submit a Claim Form seeking reimbursement. You cannot both exclude yourself and seek any benefits of the settlement. If you want to receive benefits under the proposed settlement you cannot exclude yourself from the proposed settlement.

15. Should I exclude myself from this Settlement if I know or suspect my home has been damaged by the LeafFilter Gutter System?

Anyone who knows or has reason to suspect that their LeafFilter Gutter System has caused significant damage to their home (including the foundation, facia, etc.) should strongly consider opting-out of this Settlement Class to preserve their rights to bring an individual lawsuit against LeafFilter, if appropriate.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has decided that the following law firms are qualified to represent you and all Settlement Class Members for purposes of this proposed settlement:

- (1) Varnell and Warwick, P.A. of Tampa, Florida; and
- (2) Goldenberg Schneider, LPA of Cincinnati, Ohio.

Together these law firms are called "Class Counsel." They are experienced in handling class action cases for defective products. More information about these law firms, their practices, and their lawyers' experience is available at www.gs-legal.com.

17. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, if you want to hire your own lawyer, you may do so at your own expense.

18. How will the lawyers be paid?

Class Counsel has not received any fees or reimbursement for any of their expenses associated with this case. As part of the proposed settlement, Class Counsel will seek reasonable attorneys' fees and expenses not to exceed a total of \$1,775,000, as ordered by the Court. By November 7, 2022. Class Counsel will file an application with the Court requesting that the Court award Class Counsel Fees and Expenses. Any fees or expenses that Class Counsel request must be approved by the Court and will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

Class Counsel's application will also ask the Court to approve Service Awards not to exceed \$3,500 for each Named Plaintiff to compensate them for their time and effort litigating this case on behalf of the Settlement Class. Again, the Service Awards will not reduce the benefits Settlement Class Members can receive under the proposed settlement.

Once filed, Class Counsel's application for fees and expenses and the Named Plaintiffs' Service Awards will be available on the Settlement Website, www.leaffiltersettlement.com.

Neither the Class Counsel's fees and expenses nor the Service Awards will reduce any of the benefits you may receive under the proposed settlement.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I like or do not like the proposed settlement?

You can tell the Court that you do or do not agree with the proposed settlement or some part of it.

If you remain a Settlement Class Member (that is, if you do not exclude yourself, or opt-out, from the settlement), then you can tell the Court that you like the proposed settlement and it should be approved, or you object to all or part of the proposed settlement. The Court will consider all comments from Settlement Class Members.

To comment or object, you must send a letter to the Settlement Administrator, to Class Counsel, and LeafFilter's Counsel at the addresses indicated below, specifically stating whether you are commenting or objecting on the settlement in *Zilinsky*, et al. v. LeafFilter North, LLC., Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio), and include your:

- full name;
- mailing address;
- telephone number;
- approximate date of purchase of LeafFilter Gutter System;
- statement that you have reviewed the Settlement Class definition and understand that you are a Settlement Class Member:
- explanation of your factual and legal grounds for objecting;
- statement as to whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- copies of any documents supporting your objection; and
- signature.

You do not need to hire legal counsel to comment on or object to the settlement. But, if you are represented by legal counsel, you must also identify your counsel and file your comment or objection to the settlement electronically with the Court.

Any Settlement Class Member objecting to the settlement (each an "Objector") must also provide a list of all objections to any other class action settlements submitted by him or her, or his or her legal counsel, to any court in connection with a class action settlement in the previous five (5) years. If the Objector or his or her counsel has *not* objected to any other class action settlement in any court in the United States in the previous five (5) years, he or she must affirmatively state as much in their submission to the Court.

The filing of an objection allows Class Counsel or LeafFilter's Counsel to take the Objector's deposition consistent with the Federal Rules of Civil Procedure at an agreed-upon location, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an Objector to make himself or herself available for a deposition or otherwise comply with expedited discovery requests may result in the Court striking the Objector's objection and otherwise denying the Objector the opportunity to make an objection or be further heard.

If you intend to appear at the Final Approval Hearing, your comment or objection must identify the attorneys representing you, if any, who will appear at the Final Approval Hearing.

You must mail your comment or objection to the Court, Settlement Administrator, Class Counsel and LeafFilter's Counsel at the following addresses, postmarked no later than November 21, 2022:

Court	Settlement Administrator	Class Counsel	Defense Counsel
Courthouse	Zilinsky Class Action Settlement P.O. Box 8060 San Rafael, CA 94912-8060	c/o Brian W. Warwick 1101 E. Cumberland Avenue Suite 201H-105	Benesch, Friedlander, Coplan & Aronoff LLP c/o Gregory J. Phillips 200 Public Square, Suite 2300 Cleveland, OH 44114

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed settlement. You can object only if you stay in the Settlement Class as a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

FINAL APPROVAL HEARING

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

The Court will hold a hearing to decide whether to grant final approval of the settlement. You may attend and you may ask to speak, but you do not have to attend or speak. The Court will hold a hearing (the "Final Approval Hearing") on March 14, 2023, at 10:00 a.m. at the Joseph P. Kinneary U.S. Courthouse, Room 109, 85 Marconi Boulevard, Columbus, OH 43215 to decide whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Watson may listen to people who have asked to speak at the hearing. The Court might also decide how much Class Counsel should be paid for representing the Class and whether Service Awards should be paid to Named Plaintiffs for their time and effort in representing the Settlement Class. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

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

No, but you are welcome to come at your own expense if you do not exclude yourself from the settlement. Class Counsel will answer questions that Judge Watson might have. If you send a comment or objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you sent your comment or objection such that it was timely, the Court will consider it. If you decide to hire your own attorney, he or she may also attend the Final Approval Hearing, but it is not necessary.

23. May I speak at the Final Approval Hearing?

If you do not exclude yourself, you may ask the Court's permission to speak at the Final Approval Hearing concerning the proposed settlement or Class Counsel's request for attorneys' fees and expenses or the Service Awards for the Named Plaintiffs. To do so, you must send a letter to the Court, and provide a copy to Class Counsel and LeafFilter's Counsel, indicating that you intend to appear at the Final Approval Hearing in *Zilinsky, et al. v. LeafFilter North, LLC.*, Case No. 2:20-cv-6229-MHW (KAJ) (S.D. Ohio). The letter must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Final Approval Hearing. You must send your notice to the Clerk of the Court, Class Counsel, and LeafFilter's Counsel at the three addresses listed under Questions 19, postmarked no later than November 21, 2022. You may combine this notice and your comment or objection (described under Question 19) in a single letter. You cannot speak at the Final Approval Hearing if you exclude yourself from the proposed settlement.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class but you will not receive reimbursement for eligible out-of-pocket expenses or Vouchers for future Debris Accumulation Cleanings (you must file a claim to be considered for these benefits). Furthermore, you will not be permitted to appear and speak at the Final Approval Hearing.

ADDITIONAL INFORMATION

25. Are there more details available?

You can obtain more information by visiting the Settlement Website, www.leaffiltersettlement.com, where you can find extra Claim Forms, information about the history of this litigation and the status of the proposed settlement, and documents such as the First Amended Class Action Complaint, and Class Counsel's application for fees and expenses and the Named Plaintiffs' Service Awards filed by the Plaintiffs. You can also submit claims directly through the Settlement Website (www.leaffiltersettlement.com).

You may also call or write Class Counsel at:

VARNELL & WARWICK, P.A. 1101 E. Cumberland Ave., Suite 201H, #105 Tampa, Florida 33602 Telephone: (352) 753-8600 Regarding: LeafFilter settlement

GOLDENBERG SCHNEIDER, LPA 4445 Lake Forest Drive, Suite 490

Cincinnati, Ohio 45242 Telephone: (513) 345-8291 Regarding: LeafFilter settlement Case: 2:20-cv-06229-MHW-KAJ Doc #: 98-3 Filed: 02/14/23 Page: 26 of 36 PAGEID #: 1609

If should not be subscribed or if you need to change your subscription information for KCC/LZI, please use this preferences page.

EXHIBIT D

ClaimID	FirstName	LastName
LZI-100009824	<u> </u>	ABERNATHY
LZI-100185177		ABRAHAM
LZI-100402119	NANA AFUA D.	AFRIYIE
LZI-100210236	DAVE	ANDERSON
LZI-100342620	DAWN	ANDERSON
LZI-100557597		ANGELO
LZI-100072186	MARVIN	ARNOLD
LZI-100026710	VANCE	BAIRD
LZI-100139205	WILLIAM GARY	BALDOWSKI
LZI-100140734	GARY	BAUMANN
LZI-100065015	RON	BENKENDORF
LZI-100452248	JEREMY	BIBBEE
LZI-100106617	FLOYD	BLACK
LZI-100294995	OLLIE	BLAZIER
LZI-100440835	RICK	BLINSON
LZI-100519792	GAYE	BLOCK
LZI-100386849	SHARON & HAROLD DAVID	BLOXOM
LZI-100242227	CINDY	BOONE
LZI-100283993	SARAH	BOYD
LZI-100149472	NORMAN	BRADBURN
LZI-100013830	JIMMY	BRASCH
LZI-100487025	DAN	BRAUND
LZI-100057306	HAROLD	BRLECIC
LZI-100278833	LEE	BROWN
LZI-100396666	BRENDA	BROWN
LZI-100534775	SHIRLEY	BRYAN
LZI-100149596	ROBERT	BUHR
LZI-100573002	ANTONY	BUTTON
LZI-100557236	MARALEE	BYKER
LZI-100381391	MARY	CABLE
LZI-100010318	BRANT	CALLAWAY
LZI-100295991	BARBARA	CARUTHERS
LZI-100127894	MARK	CHARNET
LZI-100200923	KERRI	CHENEY
LZI-100209319	JIM	CHRISTIE
LZI-100235760	CHARLES	CICCHELLA
LZI-100070639	JOHN	CIRRITO
LZI-100025390	DAVE	CLARK
LZI-100571301	MICHELE	COGLE
LZI-100012175	JOY	CONKWRIGHT
LZI-100439853	RON	CORREIA
LZI-100171150	ROBERT	CRAGG
LZI-100575137	KEITH	CRAWFORD

ClaimID	FirstName	LastName
LZI-100378811	HFI FN	CREEK
LZI-100378811 LZI-100348440	MIKE	CRESS
LZI-100348440	DON	CURTIS
LZI-100484980 LZI-100561217		DANIEL
LZI-100301217 LZI-100209378	LINDA	DARNEAL
LZI-100285996	CONNIE	DAVENPORT
LZI-100135838	JACK	DEGROSSE
LZI-100515487		DELGADO
LZI-100560636	PAUL	DESJARDIN
LZI-100445063	BARBARA	DETILLION
LZI-100498680	JUAN	DIAZ
LZI-100122418	TOM	DIXON
	RICHARD	DOCTOR
LZI-100227023	DOUGLAS	DUNCAN
LZI-100132863	INA	EDMISTON
LZI-100527949	BENJAMIN	EDMUNDS
LZI-100544860	ROBERT	EMMONS
LZI-100237444	CARL	ERNST
LZI-100134181	DANIEL & PAULA	EVJEN
LZI-100559620	JAMES	FARMER
LZI-100142869	CAROLYN	FARRIS
LZI-100527175	MARY	FASZHOLZ
LZI-100558003	SUE	FLANAGAN
LZI-100090893	LOWELL & HANIFA	FLANDERS
LZI-100213901	TOM	FURLONG
LZI-100056075	EDNA	FUSON
LZI-100399479	CONNIE	GALLELLI
LZI-100458734	ТОМ	GILL
LZI-100060544	DOUGLAS	GIUDICI
LZI-100228852	GARY	GOESTENKORS
LZI-100242251	SHARON	GOLDIN
LZI-100314570	RANDY	GROEN
LZI-100417213	WILLIAM	HAGEMEIER
LZI-100476864		HALBERSTADT
	KEVIN & CYNTHIA	HALE
	LISA	HAMMOND
LZI-100296416	RON	HAMMONTREE
	JEAN	HANENKRAT
	JOHN MICHAEL	HANNAN
LZI-100252354 LZI-100157408		HANSEN
	JOHN & LINDA	HANSON
LZI-100340337		HARDEN
LZI-1000/3029	·	HARK
LZI-100343041	CLAUDLIIL	HANN

ClaimID	FirstName	LastName
LZI-100415067		HAZELBAKER
LZI-100413007 LZI-100398359		HECK
LZI-100338333		HERR
LZI-100243454 LZI-100318851	JIMMY	HICKS
LZI-100318831	RANDY	HIGBY
LZI-100132310 LZI-100404456	DFBRA	HNAT
LZI-100404430	PAUL	HOFBAUER
LZI-100128600 LZI-100413617	RICHARD	HOLLIS
LZI-100413617 LZI-100149820	TOM	HOLLIS
LZI-100149820 LZI-100476600	KELLY	HOLTHAUS
LZI-100478600 LZI-100558259	DENISE	HOPFINGER
LZI-100338239 LZI-100406815		
	SANDRA JAMES	HOUSER HOWELL
LZI-100395694 LZI-100476929		
	DIANA	IANNARONE
LZI-100173268	GEORGE	ICE
LZI-100008852	CHARLES	JAMES
LZI-100105157		JOHNSON
LZI-100114695	JAMES	JOHNSON
LZI-100374034	ANNE	JORGENSEN
LZI-100512674		KAYS
LZI-100128971	BARBARA	KEITH
LZI-100014631		KELLER
LZI-100431283	RON	KENDZIOR
LZI-100517609	ANDREW	KIM
LZI-100134963	GALEN	KINDLE
LZI-100205496	BILL	KINKADE
LZI-100384528	том	KISSINGER
LZI-100015140	DONALD	KLEFFNER
LZI-100134688		KLEITSCH
LZI-100256252	DEAN	KLOHR
LZI-100334385	BRIAN	KLUGHARDT
LZI-100480527	KIRK	KRAEMER
LZI-100555837	ROGER	KUBIS
LZI-100248144	ROBERT	LAKE
LZI-100425747	WAYNE	LAMSON
LZI-100058663	MONA	LATTANZI
LZI-100453627	STEVE	LATZA
LZI-100196624	JOSH	LAWCH
LZI-100391990	RICHARD	LEE
LZI-100115977	ROY	LOCKE
LZI-100373895	CARL	LOTTERER
LZI-100052770	JAMES T	LOWE
LZI-100144829	MILDRED	LUTHER

ClaimID	FirstName	LastName
LZI-100143300	DANNY	MAGEE
LZI-100178103	NHOL	MAGNESS
LZI-100293034	MICHAEL	MANEY
LZI-100130097		MANSPEIZER
LZI-100109802		MARINELLI
LZI-100041248		MARINO
LZI-100467652		MARKS
LZI-100056156	JANA	MARSHALL
LZI-800000013	ELLEN ROLPH &	MAURICE DEMUND
LZI-100329381	YVONNE	MCBEE
LZI-100012531	PETER	MCGOWAN
LZI-100558119	SUSAN	MCRAE
LZI-100411983	GARY	MENOHER
LZI-100091830	JOSEPH	MEOLA
LZI-100559336	TERENA	METCALFE
LZI-100185967	MICHELLE	METZLER
LZI-100212697	MARTIN	MILLS
LZI-100084834	COLIN	MORRIS
LZI-100124330	CARL	MOSER
LZI-100476783	MARTIN	MOZINGO
LZI-100391834	DORA	MULLINS
LZI-100011500	SIRI	NELSON
LZI-100459668	PERRY	NEWSON
LZI-100248365	HOOVER	NIECE
LZI-100054269	JERRY	NIX
LZI-100285589	LINDA	OESTRY-RICHARDSON
LZI-100567029	ЈОНИ	OLDHAM
LZI-100275680	TAMARA & TAD	ORR
LZI-100015425	CAROLYN	PAGE
LZI-100316700	JEANE	PAINTER
LZI-100385451	ANNETTE	PALANDA
LZI-100035612	ELIZABETH	PARSONS
LZI-100427766	JOY	PASCOE
LZI-100427472	JANIE	PATTEN
LZI-100030726	ЈОНИ	PEARSON
LZI-100456189	KENNETH	PERDUE
LZI-100409377	GARY	PETRY
LZI-100085091	JASON	PICKERING
LZI-100367500	ROBERT	PIZZO
LZI-100376703	BRYAN	PLANTAGO
LZI-100060960	JACKIE	POLSTON
LZI-100236901	PAUL	PRESTIA
LZI-100212263	DAVID	PRIESTER

ClaimID	FirstName	<u>LastName</u>
LZI-100204406	STEVE	PROCTER
LZI-100204400	MARA BETH	QUINONES
LZI-100037660		RATHSACK
LZI-100477040		RAYMER
LZI-100184944 LZI-100297153		READ
LZI-800000021		REID
LZI-100469728		RICHARDS
LZI-100101593		RIED
LZI-100202098		RIVERA
LZI-100423698		RIVERA
LZI-100207600		ROBERTSON
LZI-100211909		ROBINSON
LZI-100294456		ROBSON
LZI-100017436	SARAH	ROCK
LZI-100134092		ROSE
LZI-100188559		ROSS
LZI-100042317	ANTHONY	RUNYON
LZI-100381987	PAUL	RUZICKA
LZI-100459943	JOHN	RYAN
LZI-100108660	BRIAN	SAVITT
LZI-100521738	RONALD	SCHEURER
LZI-100569072	DAVID	SCHMISSEUR
LZI-100407900	RICHARD & OLGA	SCHOMAKER
LZI-100166261	SHARON	SCOTT
LZI-100054030	KEN	SEBEK
LZI-100472044	JOHN	SELINSKY
LZI-100275249	RALPH	SHELTON
LZI-100512267	LEE	SMITH
LZI-100312055	DAVID	SMITH
LZI-100420958	JASON	SMITH
LZI-100462332	YASOTHA	SRIHARAN
LZI-100176798	NOLA	STARKE
LZI-100083714	DEAN	STOHL
LZI-100369251	LEIGH	STURM
LZI-100141617	DEJUAN	TARTT
LZI-100563597	ROBERT	TAYLOR
LZI-100393136	RICHARD	TODD-BARTH
LZI-100196977	DANIEL	TOOMEY
LZI-100021549		TRANUM
LZI-100021545	DARRELL	TREECE
LZI-100233107	DENNIS	TROTTER
LZI-1000/4928		TRULL
LZI-100063489		VAUGHAN
LZI-100490464	JAMULL	VAUGHAN

Requests for Exclusion

<u>ClaimID</u>	<u>FirstName</u>	<u>LastName</u>
LZI-100196110	LINDA	VEGLIA
LZI-100318258	VEDA	VINEY-MOSER
LZI-100181503	DOUG	WALLING
LZI-100532179	MARY	WASHAK
LZI-100062130	WILLIAM	WHALEN
LZI-100233481	JC	WHEELER
LZI-100068928	RICHARD	WHITE
LZI-100056970	KATHERINE	WILLIAMS
LZI-100133010	ERIC	WILSON
LZI-100201822	GLORIA	WILSON
LZI-100481280	MIKE	WOLFF
LZI-100129439	JOHN	WUJCIAK
LZI-100042171	DAVE	YACAVONE
LZI-100096549	DUKE & POLLY	YAGUCHI
LZI-100182755	GUDRUN	YESSON
LZI-100007864	PAUL	YOUNG

Late Requests for Exclusion

<u>ClaimID</u>	<u>FirstName</u>	<u>LastName</u>	Opt-Out Date
LZI-100330312	RAY	DYSON	11/22/2022
LZI-100424481	WILLA	MCHUGH	11/22/2022
LZI-100077650	MICHAEL	FOLEY	11/23/2022
LZI-100201270	SHANNON	JOHNSON	11/28/2022
LZI-100219578	LOUIS & KARYN	ROUSSEL	11/28/2022
LZI-100519393	STEVE	WALLIN	11/28/2022
LZI-100564410	JOANNE	SCHIVLEY	11/29/2022
LZI-100205135	THOMAS	BERG	12/4/2022
LZI-100526284	RACHAEL	KAMEN	12/5/2022
LZI-100084532	DONALD	VAUGHN	12/7/2022
LZI-100114814	JAMES	IRVIN	12/10/2022
LZI-100463738	KERITH	PRIOR	12/15/2022
LZI-100260756	CLINTON	EARNEST	12/16/2022
LZI-100037968	LAURA	HENDEL	12/21/2022
LZI-100271545	DAVID	RIGGINS	12/25/2022
LZI-100127592	DAVID	HOOKER	12/29/2022
LZI-100508405	DONNA	HELD	1/12/2023
LZI-100551696	DEAN	TEAGUE	2/2/2023

EXHIBIT E

Objections to the Settlement

<u>ClaimID</u>	<u>FirstName</u>	<u>LastName</u>
LZI-100077862	TAMMY	ADAMS
LZI-100188966	RITA	BRISTOW
LZI-100371345	LEW	BRODSKY
LZI-100255892	GEORGE	BRUNER
LZI-100159249	GEORGE & SHEILA	BYERS
LZI-100361498	ROBERT F	CAMPBELL
LZI-100419488	TONI	FERELLO
LZI-100541380	MARY	FERRIS
LZI-100032460	STANLEY & ROSEMA	GREBECK
LZI-100180388	JAMIE	GRESHAM
LZI-100065970	JOYCE	GURRERI
LZI-100133509	BARBARA	HAWKINSON
LZI-100132057	GORDON	HOLLENBECK
LZI-100566847	MICHAEL	HUNKLER
LZI-100274668	RON	JOHNSON
LZI-100151906	LADONNA	LANNING
LZI-100347487	SUSAN	LIST
LZI-100425763	CHERYL	LOPES
LZI-100239099	PATRICK	MCHALE
LZI-100282440	RICKEY	MCRORIE
LZI-100053637	MUREL	MILLER
LZI-100425690	SANDRA	MUMFORD
LZI-100255000	CRAIG	MUNDLE
LZI-100059600	PHILIP	NAVIN
LZI-100424490	JILL R	ODELL
LZI-100156320	MARIA	ORTIZ-CRUZ
LZI-100281303	JAY	PERKINS
LZI-100094384	STEVE	PERRY
LZI-100513875	CYNTHIA	RIEKERS
LZI-100417523	GREG	RIZE
LZI-100199917	LEE	SCHWEIZER
LZI-100411169	LILLIE	SETTERS
LZI-100016553	SCOTT	ST LOUIS
LZI-100065694	PHILLIP	STULTZ
LZI-100080936	KAREN	TROWBRIDGE
LZI-100528570	ROBERT	TUITE
LZI-100249183	WANDA	TURNER
LZI-100416799	RON	WAHONICK
LZI-100339085	PEGGY	WEEKS
LZI-100273734	RICHARD	WHISTON
LZI-100439098	CATHERINE	WHITE
LZI-100410502	STEPHEN BRUCE	WOODY
LZI-100020801	KEITH	WORKMAN

Objections to the Settlement

<u>ClaimID</u>	<u>FirstName</u>	<u>LastName</u>
LZI-100256163	ROBERT	YOUNG
LZI-100452990	RANDY	YOUNG
LZI-100183697	CAROL	YOUNG

Late Objections

<u>ClaimID</u>	<u>FirstName</u>	<u>LastName</u>
LZI-100419488	TONI	FERELLO
LZI-100065970	JOYCE	GURRERI
LZI-100425690	SANDRA	MUMFORD
LZI-100059600	PHILIP	NAVIN
LZI-100156320	MARIA	ORTIZ-CRUZ
LZI-100528570	ROBERT	TUITE
LZI-100273734	RICHARD	WHISTON