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OCT 16 2018

DAVID H. YAMASAKI, Clerk of the Court

BY: Larry Brown DEPUTY

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*Attorneys for Plaintiffs Anthony Ibrahim, Jared Lee
and the Class*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE - CIVIL COMPLEX CENTER

ANTHONY IBRAHIM, JARED LEE on behalf
of themselves and all others similarly situated,

Plaintiffs,

vs.

CLIMATEC, INC. KX2 HOLDINGS
BUILDING TECHNOLOGIES GROUP, L.P,
and DOES 1 through 50, INCLUSIVE,

Defendants.

No. 30-2012-00552570-CU-OE-CXC

Unlimited Civil Case

The Amount Demanded Exceeds \$25,000

[Assigned to Honorable William D. Claster,
Dept. CX-104 [Unlimited Jurisdiction]

[Reservation No.72844623]]

[PROPOSED] ORDER:

- a) Granting Preliminary Approval of Class Settlement;
- b) Approving the Form and Manner of Notice to the Class and Directing That a Neutral Third Party Give Such Notice to the Class;
- c) Approving Heffler, Inc, a Neutral Third Party, as Claims Administrator;
- d) Setting a Hearing for Final Approval of the Proposed Settlement and Award of Attorneys' Fees and Costs to Class Counsel and Enhancement to Class Representatives.

DATE: September 21, 2018
TIME: 9:00 a.m.
DEPT: CX-104

1 On September 21, 2018, a hearing was held on plaintiffs and class representatives Anthony
2 Ibrahim and Jared Lee's ("Plaintiffs") application for preliminary approval of the parties'
3 proposed settlement; approval of the notice to be sent to the class about the settlement, and the
4 election to opt out of class and not participate in settlement form; appointment of the settlement
5 administrator; and the setting of a date for the hearing on the parties' motion for final approval of
6 the settlement and Plaintiffs' motion for the Class Representatives Payments, the Class Counsel
7 Fees Payment, and the Class Counsel Litigation Expenses Payment. Daniel H. Qualls of Qualls
8 Law Offices appeared for Plaintiffs, Andrew H. Stuart and Matthew A. Hood of Stuart &
9 Johnston, LLC appeared for Defendants.

10 The Court having read and considered the papers on the motion, the arguments of counsel,
11 and the law, and good cause appearing therefore,

12 **IT IS ORDERED:**

13 1. The proposed Settlement Agreement ("Settlement") (Supplemental Declaration of
14 Daniel H. Qualls Filed in Support of Application for Order: (a) Granting Preliminary Approval of
15 Class Settlement (b) Approving the Form and Manner of Notice to Provide to the Proposed
16 Settlement Class and Directing That a Neutral Third Party Give Such Notice to the Proposed
17 Settlement Class; (c) Heffler Claims, Inc., a Neutral Third Party, as Claims Administrator; (d)
18 Setting Hearing for Final Approval of the Proposed Settlement and Award of Attorneys' Fees and
19 Costs to Class Counsel and Enhancements to Class Representatives; (e) ["Qualls Supp. Decl."],
20 Exh. D) is granted preliminary approval as it meets the criteria for preliminary settlement
21 approval. The Settlement falls within the range of possible approval as fair, adequate and
22 reasonable, and appears to be the product of arm's length and informed negotiations and to treat
23 all class members fairly.

24 2. Plaintiffs' proposed notice plan is constitutionally sound because individual notices
25 will be mailed to all class members, and such notice is the best notice practicable. Plaintiffs'
26 proposed form of notice of the proposed Settlement and hearing for final approval and proposed
27 opt out form (collectively the "Class Notice Packet", Attachment A hereto) are sufficient to inform
28 class members of the terms of the Settlement, their rights under the Settlement, their rights to

1 object to the Settlement, their right to receive a Settlement share and, their right to elect not to
2 participate in the Settlement, the processes for doing so, and the date and location of the final
3 approval hearing; and therefore the Court approves the Class Notice Packet.

4 3. The Court appoints Heffler Claims, Inc. to act as the Settlement Administrator,
5 pursuant to the terms set forth in the Settlement.

6 4. Any class member who wishes to object to the Settlement has until 60 days after
7 the mailing of the Class Notice Packet to submit his or her objection pursuant to the procedures set
8 forth in the Class Notice Packet.

9 5. Any class member who wishes not to participate in the Settlement has until 60 days
10 after the date the Settlement Administrator mails the Class Notice Packet to submit an a request o
11 opt out of the Settlement pursuant to the procedures set forth in the Class Notice Packet.

12 6. Heffler Claims, Inc. will disseminate the Class Notice Packet according to the
13 notice plan described in the Settlement Agreement and substantially in the form as approved by
14 the Court.

15 7. The Court directs Defendants to provide to Heffler Claims, Inc. the Class Data
16 within fourteen (14) business days after the date of this order the Class Data, as specified by the
17 Settlement Agreement.

18 8. The Court directs Heffler Claims, Inc. to mail the approved Class Notice Packet by
19 first-class mail to the Class Members within fifteen (15) days after receipt of the Class Data from
20 Defendants. The envelope in which Heffler Claims, Inc. will mail the Class Notice Packet shall
21 have the following language above the Class Members' address: "Please open immediately. This
22 letter concerns an ongoing lawsuit in which your rights may be affected."

23 9. Plaintiffs shall file and serve an application for final settlement approval and award
24 of attorney fees and costs on or before December 24, 2018. Plaintiffs' application for final
25 settlement approval shall include proof of distribution of notice by Heffler Claims, Inc. Plaintiff's
26 application for final approval shall also include identification by Heffler Claims, Inc. of any class
27 member(s) who opt out of the Settlement.


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10. The Court will hold a final hearing on January 18, 2018, at 9:00 a.m., to determine whether the Court should grant final approval of the Settlement as fair, reasonable, and adequate. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiffs' request for the Class Representative Enhancement and Class Counsel's request for the Class Counsel Attorneys' Fees Payment and the Class Counsel Litigation Expenses Payment. Class Members and their counsel may support or oppose the Settlement and the motion for awards of the Class Representative Payment and the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, if they so desire, as set forth in the Class Notice Packet.

11. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members. Class Members may contact Class Counsel to inquire in to the date and time of the final approval hearing. Pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

DATED: 10-16, 2018



Hon. William D. Claster
Judge of the Superior Court

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ATTACHMENT A

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF ORANGE

3 *Anthony Ibrahim v. Climatec, Inc., et al.*
4 Orange County Superior Court Case No.: 30-2012-00552570-CU-OE-CXC

5 [REDACTED]
6 [REDACTED]
7
8 **To: CURRENT AND FORMER NON-EXEMPT EMPLOYEES WHO**
9 **WERE EMPLOYED AS A SYSTEMS SPECIALIST BY**
10 **CLIMATEC, INC.; KX2 BUILDING TECHNOLOGIES GROUP,**
11 **LP; OR CLIMATEC LLC WITHIN THE STATE OF CALIFORNIA**
12 **FROM March 16, 2008 THROUGH [REDACTED] 2018.**

13 **PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**
14 **YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.**

15 This Notice is Court Approved. This is not a solicitation from an attorney.

16
17 **PLEASE VERIFY YOUR NAME AND ADDRESS:**

18 Name/Address Corrections (if any):

19 _____
20 _____
21 _____

22 Please send any name or address corrections to the Settlement Administrator or call the Settlement
23 Administrator at _____ to provided corrected information.

1 **Your Anticipated Settlement Payment is:**
2 **<< EST. INDIVIDUAL SETTLEMENT PAYMENT (Show Actual Dollars)>>**

3 **PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**

4 **WHY DID I GET THIS NOTICE?**

5 You have received this Notice because we believe that you are a class member who may be entitled to money from
6 this settlement.

7 This Notice describes a proposed settlement of the lawsuit: *Ibrahim et al v. Climatec, Inc. et al* pending in Orange
8 County Superior Court, Case No. 30-2012-00552570-CU-OE-CXC (the "Lawsuit"). Complaints were filed in the
9 Lawsuit on March 9, 2012 (Class Action Complaint), September 27, 2013 (Cross-Complaint), and April 12, 2016
10 (Amended Cross-Complaint). Plaintiff Jared Lee as added as a plaintiff to this action on November 20, 2017, pursuant
11 to an Amendment to the Amended Class Action Cross-Complaint. This Notice is being sent to you by the order of the
Superior Court of the State of California for the County of Orange, which preliminarily approved the settlement on
12 . This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the
settlement, and explains what steps you may take to object to, or exclude yourself from, the settlement. **If you do not
exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a
settlement payment and be bound by the terms of the settlement and any final judgment.**

12 **YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT**

13 DO NOTHING AND REMAIN 14 IN THE CLASS	Obtain Settlement benefits and give up your rights to ever sue any of the Released Parties (as defined in the settlement agreement in this case) about any of the claims in this cases.
15 EXCLUDE YOURSELF FROM 16 THE SETTLEMENT	Opt out of the class by <input type="checkbox"/> and get no benefits from the Settlement, and keep your rights to be part of any other lawsuit against any of the Released 17 Parties (as defined in the settlement agreement in this case) about any of the 18 claims in this case.
19 OBJECT	Write to the Settlement Administrator by <input type="checkbox"/> about why you do not like the Settlement or any of its terms. If you want to object, you will remain in 20 the class and may still receive a settlement payment.

21 **WHAT IS THIS LAWSUIT ABOUT?**

22 The Lawsuit was filed by Plaintiffs Anthony Ibrahim and Jared Lee ("Plaintiffs") on behalf of non-exempt employees
23 who worked for Climatec, Inc. and KX2 Holdings Buildings Technologies Group, LP ("Defendants") during the Class
Period in California.

24 The Complaints in the Lawsuit pleaded class allegations against Defendants for: (1) failure to pay overtime wages; (2)
25 failure to provide meal periods; (3) failure timely to pay minimum wages; (4) failure to pay all wages due upon
separation of employment; (5) failure to issue wage statements in compliance with Labor Code § 226; and (7)
26 violation of California Business & Professions Code § 17200 et seq. based on the alleged failures set forth in (1)
through (7). The Complaints also contained allegations of violation of California Labor Code Sections 201, 202, 203,
204, 212, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, , Wage Order and California Code, Code of
27 Civil Procedure § 1021.5. The Released Parties (as defined in the settlement agreement in this case) deny each and all
of the claims and contentions alleged by the Plaintiffs. The Court has not made any rulings regarding the merits of the
28 cases. The Released Parties deny and continue to deny all of Plaintiffs' allegations.

1 After engaging in extensive investigation a full day of mediation before an experienced mediator, in which both sides
2 recognized the substantial risks of an adverse result in the Lawsuit for either side, and extensive post mediation
3 negotiations Plaintiffs and Defendants agreed on a class settlement that was preliminarily approved by the Court on
4 [REDACTED]. Plaintiffs and Class Counsel support the settlement.

5 The class settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is
6 intended or will be construed as an admission by any of the Released Parties (as defined in the settlement agreement
7 in this case) that Plaintiffs' claims in the Lawsuit have merit or that is has any liability to Plaintiffs or the Class on
8 those claims.

9 The parties and their counsel have concluded that the settlement is advantageous, considering the risks and
10 uncertainties to each side of continued litigation.

11 **WHAT IS A CLASS ACTION?**

12 In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Anthony
13 Ibrahim and Jared Lee are the Class Representative or Named Plaintiffs in the Lawsuit, and they asserts claims on
14 behalf of themselves and the class. Climatec, Inc. and KX2 Holdings Building Technologies Group, LP are the
15 Defendants. A class action allows the Court to resolve the claims of all the class members at the same time. A class
16 member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not
17 file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to
18 resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

19 **WHO IS INCLUDED IN THE CLASS?**

20 The Court has certified a class of persons employed by Defendants in California during two time periods.. The Class
21 is comprised of persons who were employed by Defendants or Climatec LLC as systems specialists in non-exempt
22 positions in the State of California at any time from March 16, 2008 to [REDACTED] 2018 as identified in Exhibit
23 A to the settlement agreement between the parties ("Class Period-Travel Time Claim") and persons who were
24 employed by Defendants or Climatec LLC as systems specialists in non-exempt positions in the State of California at
25 any time from April 12, 2017 to March 3, 2017 as identified in Exhibit B to the settlement agreement between the
26 parties ("Class Period-Meal Period Claim").

27 The Class or Participating Class Member shall not include any person who submits a timely and valid Opt-Out Form.

28 **HOW WILL THE PROCEEDS OF THE CLASS SETTLEMENT BE DISTRIBUTED?**

29 In exchange for the release of claims against Released Parties as defined in the settlement agreement and final
30 disposition of the Lawsuit, Climatec LLC will pay Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)
31 ("Class Settlement Amount"). After employer-side payroll taxes estimated to be \$20,790, attorneys' fees and costs,
32 enhancement payment to the Named Plaintiffs and settlement administration costs are deducted from the Class
33 Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members.
34 Subject to Court approval, the Class Settlement Amount will be allocated as follows:

- 35 • **Individual Settlement Payment:** All Participating Class Members are eligible to receive money from the
36 Net Settlement Amount. Each estimated payment is the pro rata allocation of the Net Settlement Amount
37 based on the Members' total Workweeks¹ worked during the Class Period. Participating Class Member will
38 receive a share of the Net Settlement Amount with the numerator being the Participating Class Members total

39 ¹ "Workweeks" or "Weeks Worked" means the number of days of employment for each Class Member during the
40 applicable Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the
41 nearest whole number. All Class Members will be credited with at least one Workweek.

1 number of Workweeks earned during the Class Period as a Class Member and the denominator being all
2 Participating Class Members' total Workweeks worked during the Class Period. The resulting fraction will
3 be multiplied by the Net Settlement Amount to determine the Participating Class Member's individual
4 settlement payment.

- 5 • Individual Settlement Payments will be calculated and apportioned from the Net Settlement
6 Amount based on; 1) an apportionment of the Net Settlement Amount as follows:

- 7 ○ Seventy Seven Percent (77.77%) of the Net Settlement Amount shall be
8 distributed to Class Members identified on **Exhibit A with respect to the Class Period**
9 **Travel Time Claim** and Twenty Two Percent (22.23%) of the Net Settlement Amount
10 shall be distributed to Class Members identified on **Exhibit B with respect to the Class**
11 **Period Meal Period Claim;**

- 12 • Your estimated payment is on the first page of this Notice, but the actual amount may vary somewhat based
13 on the actual implementation of the settlement.
- 14 • **Class Representatives Enhancement Payment:** Named Plaintiffs will request from the Court an award of
15 \$15,000 in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit. Any amount
16 ordered by the Court will be paid from the Class Settlement Amount.
- 17 • **Class Counsel Award:** Class Counsel will request from the Court no more than \$360,000 as attorneys' fees
18 for litigation and resolution of the Lawsuit, as supported by declaration(s). Class Counsel will also request
19 from the Court reimbursement for the advanced litigation costs of no more that \$ 90,000. Any amount
20 ordered by the Court will be paid from the Class Settlement Amount.
- 21 • **Settlement Administration:** The cost of settlement administration will be no more than ~~\$100,000~~, which pays
22 for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties
23 and the Court. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- 24 • Any checks issued to Participating Class Members shall remain valid and negotiable for one hundred and
25 eighty (180) days from the date of their issuance. After that time, the amount of any such unclaimed checks
26 will be remitted to the State's Unclaimed Wage Fund in the name of the individual to whom the money is
27 owed.

28 **If you do not exclude yourself you will give up your Released Claims.**

The Released Claims means any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the Complaints in this Action including, but not limited to: (a) any alleged failure by any of the Released Parties as defined in the settlement agreement: (1) to pay regular or overtime wages (2) to provide meal periods; (3) to provide accurate wage statements to employees; (4) to timely pay wages during employment; (5) to pay all wages due upon separation of employment; or (6) to maintain payroll records; (b); (c) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 et seq. based on the allegations in the Complaints or alleged failures set forth in (a)(1) through (a)(6) above; and (d) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of Sections 201, 202, 203, 204, 212, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, , or any other state statute, rule and/or regulation (Wage Order), California Code, Code of Civil Procedure - CCP § 1021.5 or similar causes of action that any Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or could reasonably have alleged out of the factual allegations contained in the Complaints.

1 The release will extend to and cover Released Parties, including Climatec, Inc., Climatec, LLC, KX2 Holdings
2 Building Technologies Group, LP, Robert Bosch LLC, Robert Bosch North America Corporation, as well as any of
3 the Released Parties' past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and
4 assigns, and each of their officers, directors, board members, trustees, shareholders, members, employees, agents,
5 attorneys, auditors, accountants, benefits administrators or third-party administrators, experts, contractors,
6 stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf.

7 **WHEN YOU NEED TO DO SOMETHING TO GET YOUR SETTLEMENT PAYMENT**

8 **You do not need to do anything to receive a payment from the Net Settlement Amount.**

9 Defendants' records show that you were employed from Start Date to End Date and worked a total of Workweeks
10 Workweeks as a Class Member during the Class Period-Travel Time Claim [and -----during the Class Period-
11 Meal Period Claim]. Your anticipated settlement share as stated on page 1 of this document is calculated using that
12 Workweek information.

13 If you dispute the information about the amount of Workweeks that Defendants' records show you worked during the
14 Class Period-Travel Time Claim [and/or Class Period-Meal Period Claim], you must advise the Settlement
15 Administrator to substantiate your dispute.

16 To dispute the amount of Workweeks you must send in the mail any records (e.g. paystubs, pay checks or other
17 records) supporting your dates of employment with a letter explaining the dispute and be sure to include the last four
18 digits of your social security number by the Response Deadline. The date of the postmark will determine if it was
19 timely mailed.

20 Your settlement payment will be mailed within twenty-one (21) days of the date the Settlement becomes final. *If*
21 *your address changes before you receive your final payment, please contact the Settlement Administrator to update*
22 *your address.*

23 The Settlement Administrator is:

24 *Ibrahim, et al v. Climatec, et al*
25 c/o _____
26 Street
27 City, CA Zip Code

28 **WHAT I DON'T WANT TO PARTICIPATE IN THE SETTLEMENT**

29 You have the right to request exclusion from the settlement. To do so, you must submit a timely Opt-Out Form to the
30 Settlement Administrator at the following address:

31 *Ibrahim et al v. Climatec, Inc. et al*
32 Street
33 City, CA Zip Code

34 An Opt-Out Form is included with this notice by no later than _____. The date of the postmark will determine if it
35 was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment
36 upon final approval of the settlement and payment of the Class Settlement Amount, including the Release described in
37 this Notice.

1 **If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under**
2 **the settlement. Class Counsel will not represent your interests if you request to be excluded.**

3 **WHAT IF I WANT TO OBJECT TO THE SETTLEMENT?**

4 Any Class Member who has not asked to be excluded from the settlement may object to the settlement and may
5 appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final
6 Approval Hearing"). The Final Approval Hearing is scheduled to take place on [Date], at [Time] in Department CX
7 104 of the Superior Court of the State of California for the County of Orange, located at 751 West Santa Ana Blvd.,
8 Santa Ana, CA 92701.

9 To be valid, the written objection must be served on the Settlement Administrator, by [Date]. The written objection
10 must state: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection
11 accompanied by any legal support for the objection; (3) a statement as to whether you intend to appear at the final
12 approval hearing; (4) last four digits of your social security number; and (5) the signature of you or your counsel.

13 You have the right to hire your own attorney, at your own expense, to submit an objection or to appear on your behalf
14 at the Final Approval Hearing. You may, but are not required to appear at the hearing to have your objection
15 considered.

16 Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an
17 individual settlement payment, unless you have requested to be excluded.

18 **WHAT CLAIMS DO NOT INCLUDE MYSELF FROM THIS SETTLEMENT?**

19 The settlement, if finally approved by the Court and conditioned upon full payment of the Class Settlement Amount
20 will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or
21 timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who
22 does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the
23 Released Claims against any of the Released Parties. The Settlement Agreement contains additional details about the
24 scope of the release, including the Released Parties and the Released Claims.

25 **DO I HAVE A LAWYER IN THIS CASE?**

26 The Court has ordered that, for purposes of this Settlement, the interests of Plaintiffs and the Class Members are
27 represented by:

28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	QUALLS LAW OFFICES Daniel H. Qualls, Esq. 32 Homestead Blvd. Mill Valley CA 94941 ddylan398@gmail.com (415)-728-2770
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(collectively, "Class Counsel"). If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT PERSONAL INFORMATION IS INCORPORATED FOR CHANGES?

If your name or address are incorrect, or if they change after you receive this notice, it is your responsibility to inform the Settlement Administrator of your updated information.

FURTHER INFORMATION

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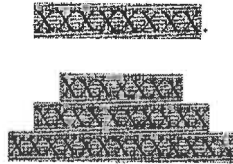
The foregoing is only a summary of the settlement. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Lawsuit, you may view all such files in the following ways: 1) Online at the Settlement Administrators Website [redacted]. 2) Online on the Orange County Superior Court's website, known as 'DomainWeb' at <https://www.occourts.org>. After arriving at the website, click the 'Online Case Access' link, then click the 'Civil Case & Document Access' link, then after accepting the terms of the Information Disclaimer enter 30-2012-00552570-CU-OE-CXC in the 'Case Number' box, enter the security code, and click 'SEARCH.' Images of most document filed in the case may be viewed through the 'register of Actions' link.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [redacted] or the Class Counsel listed above. Please refer to the Climatec Inc. Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

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OPT OUT FORM



Request for Exclusion From the Settlement

Anthony Ibrahim v. Climatec, Inc., et al.

Superior Court of California

County of Orange

Case No. 30-2012-00552570-CU-OE-CXC

DO NOT COMPLETE THIS FORM IF YOU WANT TO RECEIVE YOUR SHARE OF MONETARY BENEFITS UNDER THE SETTLEMENT

A. TO BE EXCLUDED FROM THE SETTLEMENT, THIS OPT OUT FORM MUST BE SIGNED AND MAILED TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED ON OR BEFORE _____

Name/Address Changes, if any:

<<Claim Number>>

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

(_____) _____ - _____
Home Telephone Number

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INSTRUCTIONS

If you do not want to participate in this lawsuit and Settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and the Settlement, (a) you will have no right to receive any monetary benefit under the Settlement in this case; (b) you will not be bound by the terms of the Settlement; and (c) you will have no right to object to the Settlement and be heard at the Fairness Hearing.

To opt out, you must sign and return this Opt Out Form to the Settlement Administrator at the address listed above. To be timely, your Opt Out Form must be postmarked on or before ~~Insert Opt Out Deadline~~

OPT OUT SIGNATURE

By signing this Opt Out Form, I hereby opt out of this lawsuit and Settlement. By signing this Opt Out Form, I understand that I will have no right to receive any money under the Settlement in this case, and I will have no right to object to the Settlement and be heard at the Fairness Hearing.

Dated: ____ / ____ / ____

Signature