AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Amendment to the Joint Stipulation of Class and PAGA Settlement and Release (hereinafter the "Amendment") is made and entered into by and between Plaintiffs Edith Rodriguez, Jonathan Uribe, Rodolfo Rodriguez, David Hormaechea, and Sebastian Hormaechea ("Named Plaintiffs") and Defendants Dynamic Auto Images, LLC and Dent Wizard International, LLC (formerly known as Dent Wizard International Corporation) (cumulatively, "Settling Defendants") as of the date that the last party executes this Amendment (the "Effective Date"). This Amendment amends that certain Joint Stipulation of Class and PAGA Settlement and Release entered into between Named Plaintiffs and Settling Defendants in or about March of 2025 (the "Original Agreement"). Named Plaintiffs and Settling Defendants are referred to in this Amendment individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the Superior Court of California for the County of Orange's (the "Court") April 23, 2025 Minute Order regarding Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement, the Parties enter into this Amendment in order to amend the language of Paragraphs 31 and 63 of the Original Agreement and Exhibits A (Class Notice) and B (Opt-Out Form) to the Original Agreement;

WHEREAS, the Parties further wish to amend Paragraph 28 of the Original Agreement to clarify the scope of the release;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments to the Original Agreement.

a. Paragraph 28 of the Original Agreement is hereby replaced with the following:

28. Released Parties. "Released Parties" means all Defendants, and each of them, and their affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

b. Paragraph 31 of the Original Agreement is hereby replaced with the following:

31. Settled Claims. "Settled Claims" means all causes of action and claims, charges, complaints, liens, demands, that were alleged in the Action or reasonably could have been alleged by Named Plaintiffs, and/or Class Members based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint, including all of the following claims for relief: claims for missed or unpaid meal periods or rest periods; failure to pay all wages owed (including without limitation, failure to pay

the regular rate of pay, overtime pay, double time pay, premium pay or otherwise properly calculate overtime, failure to pay for non-productive time, and/or off-the-clock claims); any claim for failure to properly pay all wages upon termination; any claim for failure to maintain required records; paystub claims; any claim for failure to reimburse business expenses; waiting time penalties; and unfair competition claims based on the foregoing. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California's Business and Professions Code section 17200). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

c. Paragraph 63 of the Original Agreement is hereby replaced with the following:

63. If Settlement Class Members/PAGA Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing shall be transmitted by the Settlement Administrator be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Settlement Class Members/PAGA Members who fail to negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment. The parties agree that, under this distribution and check cashing procedure, no portion of the GSA shall revert to Settling Defendants or result in an unpaid residue.

d. Exhibits A and B to the Original Agreement are replaced by Exhibits A and B attached to this Amendment.

2. Defined Terms. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Original Agreement.

3. No Further Changes. Except as expressly provided in this Amendment, the Original Agreement shall remain unmodified and in full force and effect.

4. Terms of Amendment Subject to Court Approval. All terms set forth in the Amendment are subject to Court approval.

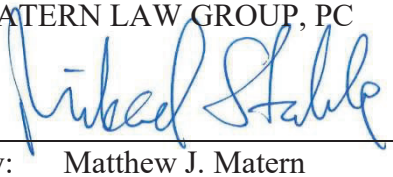
5. Signature and Authority: This Amendment is entered into by the Parties by signatures of their counsel, pursuant to Paragraph 75 of the Original Agreement. Each person who signs this Amendment represents that that person is authorized to execute this Amendment.

SIGNATURES ON THE FOLLOWING PAGE

THE UNDERSIGNED HAVE CAREFULLY READ THIS AMENDMENT; THEY KNOW AND UNDERSTAND ITS CONTENTS; THEY FREELY AND VOLUNTARILY AGREE TO ABIDE BY ITS TERMS; AND THEY HAVE NOT BEEN COERCED INTO SIGNING THIS AMENDMENT.

Dated: August 25, 2025

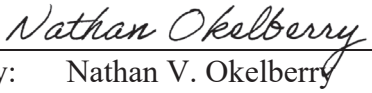
MATERN LAW GROUP, PC



By: Matthew J. Matern
Mikael H. Stahle
Attorneys for Named Plaintiffs

Dated: August 25, 2025

FISHER & PHILLIPS LLP



By: Nathan V. Okelberry
Attorneys for Settling Defendants

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Orange County Superior Court
Rodriguez v. Dynamic Auto Images, Inc., et al.
Case No. 30-2019-01092692-CU-OE-CXC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

A settlement in the above-referenced action may affect your rights if you work or have worked as a non-exempt employee for Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Thomas Miller, Eileen Miller, Tiffany Lace Miller, Corey Adam Miller, Dent Wizard International Corporation, and/or Dynamic Auto Images, LLC in the state of California from August 26, 2015 through June 11, 2024.

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

WHY SHOULD YOU READ THIS NOTICE?

You received this Notice because the records of Dynamic Auto Images, Inc. and Dent Wizard International Corporation ("Settling Defendants") reflect that you worked for Settling Defendants as a current or former non-exempt employee in California between August 26, 2015 and June 11, 2024, and therefore, you may be a class member in a pending class action styled *Rodriguez v. Dynamic Auto Images, Inc. et. al.,* Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC (the "Action"). The purpose of this Notice of Class Action Settlement ("Notice") is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement. This Notice explains what steps you may take to participate in, object to, or exclude yourself from the Settlement.

A hearing will be held to determine whether the Settlement is fair, reasonable, and adequate ("Final Approval Hearing"). The Final Approval Hearing will be held on [DATE] at [TIME] before the Honorable William Claster in Department CX104 of the Orange County Superior Court, located at the Central Justice Center, at 751 W. Santa Ana Blvd., Santa Ana, California 92701.

As a Class Member, you are eligible to receive a payment under the Settlement. You will be bound by a release of certain claims described in this Notice unless you timely submit an Opt-Out Form or other written request for exclusion, as described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will remain a Settlement Class Member and you will be eligible to receive a payment under the Settlement for the release of class claims. You also will give up rights to pursue a separate legal action against Defendants for the claims alleged in the Action, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You have the option to pursue separate legal action against Defendants regarding the claims alleged in the Action and to forego the benefits to

	which you would be entitled as a Settlement Class Member. If you choose to do so, you may exclude yourself from the settlement of class claims by completing and timely submitting an Opt-Out Form as described herein, fax-stamped or postmarked by no later than [**Response Deadline]**. Notwithstanding the foregoing, there is no exclusion procedure (i.e., no ability to exclude yourself) with respect to the settlement of claims asserted in the Action under the California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq*. ("PAGA"). Even if you request exclusion from the Settlement, you will receive a payment related to the PAGA claim(s) ("PAGA Payment"), and upon approval of the Settlement, you will be deemed to have released the PAGA claims asserted in the Action.
HOW TO OBJECT	To object to the Settlement, you may timely mail a written Notice of Objection to the Settlement Administrator postmarked by **[Response Deadline]**, or you may appear at the final approval hearing to state your objection orally. This option is only available if you do not exclude yourself from, i.e., opt out of, the Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on August 26, 2019 by Plaintiff Edith Rodriguez, individually and on behalf of all other similarly situated current and former employees of Defendants Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Thomas Miller, Eileen Miller, Tiffany Lace Miller, Corey Adam Miller, Dent Wizard International Corporation, and Dynamic Auto Images, LLC ("Defendants"). On July 8, 2021, Plaintiff filed a First Amended Complaint, adding plaintiffs Rodolfo Rodriguez, Jonathan Uribe, Sebastian Hormaechea, and David Hormaechea as Named Plaintiffs ("Named Plaintiffs"). In the Action, Named Plaintiffs assert class claims against Defendants for: (1) failure to provide required meal periods, (2) failure to provide required rest breaks, (3) failure to pay overtime wages, (4) failure to pay minimum wages, (5) failure to pay all wages due to discharged and quitting employees, (6) failure to maintain required records, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, (9) unfair and unlawful business practices; and (10) a representative action claim for civil penalties under the California Private Attorneys General Act. Named Plaintiff seeks to recover various damages and costs and penalties, including unpaid wages, restitution (including under California Business and Professions Code section 17200 *et seq.*), interest, penalties (including under PAGA), and attorneys' fees and costs. On December 30, 2020, plaintiff Rodolfo Rodriguez separately filed a PAGA Action against Defendants ("*the R. Rodriguez action*"). On December 27, 2021, Plaintiffs filed their Motion for Class Certification, which the Court granted on July 28, 2023. The Parties subsequently engaged in settlement discussions and reached this Settlement.

The Court has not ruled on the merits of Plaintiffs' remaining claims or Defendants' defenses to those claims. This Settlement is a compromise reached after good faith, arms' length negotiations between Plaintiffs and Settling Defendants (collectively, the "Parties"). Settling Defendants deny each and all of the claims and contentions alleged by Named Plaintiffs. Settling Defendants believe strongly that they have multiple valid defenses to the claims and that their employees have been properly paid and treated

in accordance with the law. Absent the Settlement, Settling Defendants would vigorously contest the lawsuit. By agreeing to this Settlement, Settling Defendants are not admitting that they have any liability. Named Plaintiffs believe that they would prevail on the claims that are subject to the Settlement.

After engaging in formal and informal discovery, a private mediation before an experienced mediator and Judge, Hon. Judge Rita Miller, and follow up negotiations, the Parties agreed to the proposed Settlement, which was preliminarily approved by the court in the Action ("Court") on _____.

All Parties agree that, in light of the risks and expenses associated with continued litigation, the Settlement is fair, adequate, and reasonable. Named Plaintiffs and Class Counsel also believe that the Settlement is in the best interests of all Class Members.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons called "Class Representatives" sue on behalf of other people who have similar claims. The Class Representative(s) and all of the people whose claims are being pursued in the case are called the "Class" or "Class Members." One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The settlement class in the Action includes all current and former non-exempt employees of Defendants in the State of California from August 26, 2015 through June 11, 2024 (referred to as the "Class Members"). Class Members who do not opt out of the settlement of class claims are referred to as "Settlement Class Members," as further discussed below.

DO I HAVE A LAWYER IN THIS CASE?

On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement. On that date, the Court also preliminarily approved the law firm of Matern Law Group, PC ("Class Counsel"), to serve as counsel for Named Plaintiffs and the Class. Class Counsel's contact information is as follows:

MATERN LAW GROUP, PC
Matthew J. Matern
Mikael H. Stahle
Irina A. Kirnosova
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900 / Facsimile: (310) 531-1901

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Subject to approval of the Court, the Settlement provides that Defendants will pay a total "Gross Settlement Amount" of Seven Million Three Hundred-Thousand Dollars and Zero Cents ($7,300,000.00) for claims asserted in the Action.

The Gross Settlement Amount includes the following payments:

- Service Payment: Named Plaintiffs will seek a service award in an amount not to exceed Ten Thousand Dollars and No Cents ($10,000.00);

- Attorneys' Fees to Class Counsel: Counsel for Named Plaintiff ("Class Counsel") will seek attorneys' fees in an amount not to exceed one-third of the Gross Settlement Amount, or Two Million Four-Hundred and Thirty-Three Thousand and Three Hundred and Thirty-Three Dollars and Thirty-Three Cents ($2,433,333.33);

- Reimbursement of Litigation Costs and Expenses: Class Counsel will seek reimbursement of litigation costs and expenses incurred in the Action in an amount not to exceed $120,000;

- Settlement Administration Costs: The Gross Settlement includes an allocation for the Settlement Administration Costs in an amount not to exceed Twenty-Five Thousand Dollars ($25,000), which pays for tasks such as mailing this Notice, mailing checks and tax forms, reporting to the parties and the Court, and tracking submitted Opt-Out forms, among other tasks;

- PAGA Penalty Payment: Two Hundred and Nineteen Thousand Dollars and Zero Cents ($219,000.00) of the Gross Settlement Amount will be allocated towards the settlement of claims under the California Labor Code Section 2698 *et seq.,* known as the Private Attorney General Act or "PAGA." Pursuant to the PAGA, 75% of the total PAGA Penalty Amount (or $164,250.00) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining 25% of the PAGA Penalty Payment (or $54,750.00) will be distributed among Class Members who worked for Defendants in California during the time period from August 26, 2018 through June 11, 2024, or the date of preliminary approval (the "PAGA Period") on a *pro rata* basis, based on each individual's respective number of workweeks worked during the PAGA Period.

The "Net Settlement Amount" means the Gross Settlement Amount, less the Court-approved amounts for attorneys' fees and costs to Class Counsel, service award payment to the Class Representative, Settlement Administration Costs, the Settlement Credit, and the PAGA Penalty Payment (which will be distributed to the LWDA and PAGA Members as discussed above).

Each Class Member who does not submit a timely and valid Opt-Out Form to request exclusion from the Settlement will be deemed a "Settlement Class Member" and will receive a share of the Net Settlement Amount ("Individual Settlement Payment"). The amount of each Settlement Class Member's Individual Settlement Payment will be calculated *pro rata* based on each Class Member's respective number of workweeks worked for Defendants during the Class Period.

For tax purposes, Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages subject to withholdings and eighty percent (80 %) as statutory and civil penalties. Separately, PAGA Payments to PAGA Members (for their respective share of the PAGA Penalty Amount, as discussed above) will be allocated 100% as penalties.

The Gross Settlement Amount does not include the employer's share of payroll taxes on portions of the Individual Settlement Awards to Settlement Class Members that are allocated as wages, which will be paid separately by Settling Defendants.

None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors

concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Your estimated Workweeks, Individual Settlement Payment and/or Individual PAGA Payment are Listed Below:

- **Your estimated Workweeks worked during the Class Period are: _____ workweeks**
- **Your estimated Workweeks worked during the PAGA Penalty Period are: _____ workweeks**
- **Your estimated Individual Settlement Payment is: $_____.**
- **Your estimated Individual PAGA Payment is: $_____.**

Disputes: If you disagree with the number of Workweeks attributed to you during the Class Period and/or the PAGA Period as listed above, you must submit your dispute to the Settlement Administrator by mail, postmarked no later than [last day of Response Period], at the following address: [Address]. Any such written dispute must contain your full name, the last four digits of your social security number, your address, your telephone number, the correct number of Workweeks you contend to have worked during the Class Period and/or PAGA Penalty Period, your signature, and any documentary evidence which supports your position as to the correct number of Workweeks worked by you. Any such disputes will be resolved by the Settlement Administrator.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Upon the date that Settling Defendants transmit the Gross Settlement Amount to the Settlement Administrator, Plaintiffs and all Class Members who have not timely excluded themselves from the settlement of class claims will be deemed to have released Defendants and their affiliated companies, parents, members, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them (the "Released Parties") from Settled Claims, as defined immediately below.

"Settled Claims" means "Settled Claims" means all causes of action and claims, charges, complaints, liens, demands that were alleged in the Action or reasonably could have been alleged based on the allegations, the facts, statutory citation and/or legal theories contained in the operative complaint, including all of the following claims for relief: claims for missed or unpaid meal periods or rest periods; failure to pay all wages owed (including without limitation, failure to pay the regular rate of pay, overtime pay, double time pay, premium pay or otherwise properly calculate overtime, failure to pay for non-productive time, and/or off-the-clock claims); any claim for failure to properly pay all wages upon termination; any claim for failure to maintain required records; paystub claims; any claim for failure to reimburse business expenses; waiting time penalties; and PAGA penalties and/or unfair competition claims based on the foregoing. The release of the foregoing claims, extends to all theories of relief regardless of whether the claim is, was or could have been alleged as separate claims, causes of action, lawsuits or based on other theories of relief, whether under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, California's Business and Professions Code section 17200 or under California's Private

Attorney General Act). "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. "Settled Claims" expressly excludes all claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation.

The PAGA settlement will release any civil penalties, fees, costs and other amounts for the same claims under the PAGA.

In addition, upon the date that Settling Defendants transmit the Gross Settlement Amount to the Settlement Administrator, Plaintiff and all PAGA Members (including any PAGA Members who have submitted an Opt-Out Form) will be deemed to have released the Released Parties from any and all claims for relief under the PAGA alleged in or arising out of the allegations in the operative complaint or in the operative complaint in the *R. Rodriguez action*.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT?

If you wish to participate in the settlement of class claims and receive an Individual Settlement Payment, you do not need to do anything. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. It is your responsibility to keep the Settlement Administrator informed of any such change, as your Individual Settlement Payment will be mailed to the address on file.

The Settlement Administrator will mail Individual Settlement Payments to Settlement Class Members, and PAGA Payments to eligible PAGA Members, following final approval of the Settlement.

Once the Settlement Administrator mails you your Individual Settlement Payment and/or PAGA Payment, you will have One Hundred and Eighty (180) calendar days from the date of mailing to cash your settlement check(s). If you do not cash your check(s) within that period, your check(s) will become void and a stop payment will be placed on the uncashed check(s). Settlement checks that are not cashed within 180 days of mailing shall be delivered to the California State Controller's Unclaimed Property Fund.

Neither the Parties nor their counsel offer tax advice regarding this Settlement. You may consider contacting an accountant and/or tax attorney to determine the appropriate amount of taxes that should be paid on your Individual Settlement Payment. Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies or bonus programs that may exist and/or be offered to you through, by or in conjunction with Defendants or any other Released Party.

WHAT IF I DO NOT WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the Settlement the class claims; however, there is no option to be excluded from the settlement of the PAGA claims. To request to be excluded from the settlement of class claims, you must fill out, sign, and submit the Opt Out Form enclosed with this Class Notice to the Settlement Administrator, by mail or by facsimile, at the following address or facsimile number: [address] [fax].

To be valid, the Opt-Out Form must be sent to the Settlement Administrator and must be postmarked or fax-stamped by no later than **[Response Deadline].** In addition, the Opt-Out form must be completed and must include your name, address, signature, date of signature, and a statement that you wish to "opt out" of the Settlement of Class Claims. As noted above, Opt-Out Forms do not apply to the settlement of the PAGA Claims and will not exclude PAGA Members from the release of the settled PAGA Claims.

Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, and you will be barred from pursuing the Settled Claims.

If you timely request to be excluded from the Settlement of class claims, you will not be entitled to receive any payment under the Settlement other than related to the PAGA. Class Counsel will not represent your interests if you request to be excluded from the Settlement.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, a Class Member who has not requested to be excluded from the Settlement) may object to the Settlement. To object, you may either appear at the final approval hearing to state your objection orally, or you may mail a written statement of objection ("Notice of Objection") to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: Settlement Administrator, P.O. Box _____, [City], [State] [Zip]. If you choose to submit your objection in writing, the written Notice of Objection must include: (1) your full name, (2) your address, (3) the basis for your objection; (4) a statement of whether you intend to appear at the Final Approval Hearing; and (5) the contact information of the your legal counsel, if you represented by counsel. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

You may, but you are not required to, appear at the hearing wherein the Court will make a final decision whether or not to approve the Settlement ("Final Approval Hearing"). Your objection will be received by the Court so long as you submit a written objection as set forth below or appear at the Final Approval Hearing. The Final Approval Hearing is scheduled to take place on _____, 2024, at ____ a.m. in Department CX104 of the Orange County Superior Court, located at the Central Justice Center, at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The hearing may be continued (i.e., moved to another date) without further notice to you. You can confirm the hearing date by following the instructions for accessing the Court's online docket, which are described below.

Submitting an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. Do not submit both an objection and an Opt-Out Form. If you submit both an Opt-Out Form and an objection, you will be excluded from the class settlement and the objection will not be considered.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

Any Class Member who submits a timely and valid Opt-Out Form will have no further role in the settlement of the class claims in the action, will not be entitled to any benefit as a result of the settlement of class claims in the action, and will not be entitled or permitted to assert an objection to the Settlement. As noted above, however, there is no exclusion option for PAGA Members, who will receive a PAGA

Payment and be bound by the release of PAGA claims regardless of whether or not they submit an Opt-Out Form.

WHAT IS THE NEXT STEP IN THE SETTLEMENT?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the service award to the Class Representative, and the settlement administration costs on [DATE] at [TIME] on _____, 2024, at ____ a.m. in Department CX101 of the Orange County Superior Court, located at the Central Justice Center, at 751 W. Santa Ana Blvd., Santa Ana, California 92701. The Final Approval Hearing may be continued without further notice to Class Members. You can confirm the hearing date by following the instructions for accessing the Court's online docket, which are described below. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

HOW CAN I GET FURTHER INFORMATION?

This Notice summarizes the Action and the basic terms of the Settlement. More details are contained in the Settlement Agreement, the pleadings, and other records in this matter, all of which are on file with the Court. The Settlement, pleadings and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Orange County Superior Court, located at 700 Civic Center Drive West, Santa Ana, California 92701. In addition, you may access records and information related to the Action via the Orange County Superior Court's website at https://www.occourts.org/online-services/case-access/ by clicking "Access Now" next to "Civil Case & Document Access," accepting the terms presented, typing in "30-2019-01092692" for "Case Number" and "2019" for "Year Filed," and clicking "Search."

Any questions regarding this Notice should be directed to Class Counsel, whose contact information is listed on page 3 of this Notice. For more information, you may also call the Settlement Administrator toll-free at [Telephone Number].

WHAT SHOULD I DO IF MY ADDRESS CHANGES?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Telephone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

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

EXHIBIT B

OPT-OUT FORM

Superior Court of the State of California, County of Orange
***Rodriguez v. Dynamic Auto Images, Inc., et al.*, Case No. 30-2019-01092692-CU-OE-CXC**

If you want to receive an individual settlement payment, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement, unless you are a PAGA Group Member, and your portion of the Net Settlement Amount will be distributed to the other participating Class Members; (2) you will not be able to object to the Settlement; and (3) you will not be bound by the Settlement with respect to the Released Class Claims if the Settlement is ultimately approved by the Court.

To be excluded from the Settlement, complete this Opt-Out Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Class Member Exclusion Deadline], email it to the Settlement Administrator at ClassMemberQuestions@cptgroup.com no later than [Class Member Exclusion Deadline], or fax it to the Settlement Administrator at (949) 419-3446 no later than [Class Member Exclusion Deadline].

Rodriguez v. Dynamic Auto Images, Inc., et al.
Class Action & PAGA Settlement
c/o CPT Group, Inc.,
50 Corporate Park Irvine, CA 92606
Email: ClassMemberQuestions@cptgroup.com
Telephone: (877) 705-5021
Fax: (949) 419-3446

Opt-Out Certification

I hereby certify that I am or was employed by Dynamic Auto Images, Inc., Automotive Creations, Inc., Expert Automotive Reconditioning, Inc., Prestige Auto Specialists, Inc., Dent Wizard International Corporation, and/or Dynamic Auto Images, LLC as a non-exempt employee in California for some period of time during the Class Period of August 26, 2015 through June 11, 2024.

I have received the Court Approved Notice of Class Action Settlement ("Notice") and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or other benefits under the Settlement, unless I am a PAGA Group Member, and I will not be bound by the Settlement, including the Released Class Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____ Date: _____

Street Address: _____

City, State, Zip Code: _____

Signature of Class Member (or Legal Representative): _____