ADDENDUM TO
CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE

This Addendum to Class Action and PAGA Settlement Agreement and Class Notice ("Addendum") is made by and between plaintiffs Michael S. Myers ("Myers"), Davion Anthony Frazier ("Frazier"), Keaton Hall ("Hall"), and Kelly McDaniel ("McDaniel") (collectively, "Plaintiffs") and Defendants American Automobile Association of Northern California, Nevada & Utah ("AAA NCNU") and A3 Smart Home LP ("A3 Smart Home"), including all of their parents, subsidiaries, and related entities (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as a "Party."

The Parties entered into a Class Action and PAGA Settlement Agreement and Class Notice on or about March 18, 2025 ("Settlement Agreement"). The Parties now wish to partially amend the Settlement Agreement to account for amendments to Labor Code section 2699(m), (v)(1) regarding allocations of PAGA penalties to aggrieved employees on or after June 19, 2024 and to correct the Class Period.

The amended Class Notice is attached hereto as Exhibit A.

1. **<u>Amendments to Settlement Agreement</u>.** The Parties hereby amend the Settlement Agreement as follows:

   1.1. Paragraph 1.12 is amended to read:

   > "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A to this Addendum and incorporated by reference into the Settlement Agreement and this Addendum.

   1.2. Paragraph 1.13 is amended to read:

   > "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as <u>Exhibit A</u> to this Addendum (other than formatting changes to facilitate printing by the Administrator) along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A.

   1.3. Paragraph 1.14 is amended to read:

   > "Class Period" means the period from November 3, 2017 through the date of preliminary approval for employees of AAA NCNU and from June 1, 2018 through the date of preliminary approval for employees of A3 Smart Home.

1.4. Paragraph 1.26 is amended to read:

> "Individual 25% PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked before June 19, 2024.

1.5. Paragraph 1.28 is amended to read:

> "LWDA" means the California Labor & Workforce Development Agency, the agency entitled to a proportion of the PAGA Penalties, under Labor Code section 2699, et seq.

1.6. Paragraph 1.29 is amended to read:

> "LWDA PAGA Payment" means the portion of the PAGA Penalties paid to the LWDA under Labor Code section 2699, et seq. as revised and amended.

1.7. Paragraph 1.36 is amended to read

> "PAGA Penalties" means $1,000,000, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated to the Aggrieved Employees and to the LWDA in settlement of PAGA claims.

1.8. Paragraph 5.2.7. is amended to read:

> <u>To the LWDA and Aggrieved Employees:</u> PAGA Penalties will be allocated on an aggregate pro rata basis based on total workweeks for (1) the time period prior to June 19, 2024 and (2) for the time period June 20, 2024 and after. Individual amounts will be paid based on the number of PAGA Pay Periods an employee worked during each respective time period. PAGA Penalties for PAGA Pay Periods worked before June 19, 2024 will be paid to employees as follows: 75% allocated to the LWDA and 25% allocated to the Individual 25% PAGA Payments. PAGA Penalties for PAGA Pay Periods worked on or after June 19, 2024 will be paid to employees as follows: 65% allocated to the LWDA and 35% allocated to the Individual 35% PAGA Payments.

1.9. Paragraph 5.2.8. is amended to read:

> <u>Individual 25% PAGA Payments:</u> The Administrator will calculate each Individual 25% PAGA Payment by (a) dividing the dollar amount of the Aggrieved Employees' 25% share of PAGA Penalties for the time period prior to June 19, 2024 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period before June 19, 2024 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods before June 19, 2024. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual 25% PAGA Payment.

2. **<u>Added Provisions to Settlement Agreement</u>.** The Parties hereby add the following provisions to the Settlement Agreement:

2.1. Paragraph 1.49 is added as follows:

> "Individual 35% PAGA Payment" means the Aggrieved Employees' pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked on or after June 19, 2024. The Individual 25% PAGA Payment and Individual 35% PAGA Payment are referred to herein collectively as the "Individual PAGA Payment" or "Individual PAGA Payments."

2.2. Paragraph 5.2.10. is added as follows:

> <u>Individual 35% PAGA Payments:</u> The Administrator will calculate each Individual 35% PAGA Payment by (a) dividing the dollar amount of the Aggrieved Employees' 35% share of PAGA Penalties for the time period June 19, 2024 and after by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period on or after June 19, 2024 and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods on or after June 19, 2024. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual 35% PAGA Payment.

3. **<u>Amendments to Class Notice</u>.** The Parties hereby amend the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") as follows:

3.1. <u>Old Language</u>:

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants American Automobile Association of Northern California, Nevada & Utah and A3 Smart Home LP (collectively, "Defendants") for alleged wage and hour violations. The Actions were filed by former employees Plaintiffs Michael S. Myer, Davion Anthony Frazier, and Keaton Hall ("Plaintiff") and seek payment of unpaid wages, meal and rest period premiums, reimbursements for expenses, and penalties for inaccurate wage statements and failure to timely pay wages during and upon separation of employment for a class of non-exempt employees ("Class Members") who worked for Defendants during the Class Period (November 3, 2017 through the date of preliminary approval); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendants during the PAGA Period (October 1, 2020 through the date of preliminary approval) ("Aggrieved Employees").

<u>New Language</u>:

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants American Automobile Association of Northern California, Nevada & Utah ("AAA NCNU") and A3 Smart Home LP (A3 Smart Home) (collectively, "Defendants") for alleged wage and hour violations. The Actions were filed by former employees Plaintiffs Michael S. Myers, Davion Anthony Frazier, and Keaton Hall ("Plaintiff") and seek payment of unpaid wages, meal and rest period premiums, reimbursements for expenses, and penalties for inaccurate wage statements and failure to timely pay wages during and upon separation of employment for a class of non-exempt employees ("Class Members") who worked for Defendants during the Class Period (for AAA NCNU employees: November 3, 2017 through the date of preliminary approval; for A3 Smart Home employees: June 1, 2018 through the date of preliminary approval); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendants during the PAGA Period (October 1, 2020 through the date of preliminary approval) ("Aggrieved Employees").

3.2. Section 3(ii)(D) is amended to read:

(D) Up to $1,000,000 for PAGA Penalties, allocated either: (1) 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on the number of their worked PAGA Period Pay Periods before June 19, 2024; or (2) 65% to the LWDA and 35% in Individual PAGA Payments to the Aggrieved Employees based on the number of their worked PAGA Period Pay Periods on or after June 19, 2024.

3.3 Section 4(ii) is amended to read:

ii. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by adding each Aggrieved Employee's pro rata share for the time period 1) before June 19, 2024 and 2) on or after June 19, 2024. The total PAGA Penalty amount will be allocated between these two time periods based on a proportional share of total workweeks worked through the time relevant time period. The Administrator will calculate Individual PAGA Payments for the time period before June 19, 2024 by (a) dividing 25% of the Total PAGA Penalty dollar amount for PAGA Pay Periods worked before June 19, 2024by the total number of PAGA Pay Periods worked by all Aggrieved Employees before June 19, 2024 and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee before June 19, 2024. The Administrator will calculate Individual PAGA Payments for the time period on or after June 19, 2024 by (a) dividing 25% of the Total PAGA Penalty dollar amount for PAGA Pay Periods worked on or after June 19, 2024 by the total number of PAGA Pay Periods worked by all Aggrieved Employees on or after June 19, 2024 and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee on or after June 19, 2024.

4. **Final Agreement.** Upon execution by all Parties' representatives, the Settlement Agreement, together with its attached exhibit, as amended herein, and this Addendum, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

[*Signatures contained on the next page*.]

Approved:

Dated: 10/24/2025

TORUS LLP

By: ______________________________

David Alami
Daniel J. Hyun
Shaheen A. Etemadi
Attorneys for Plaintiffs Michael S. Myers and Kelly McDaniel

Dated: 10/24/2025

BIBIYAN LAW GROUP

By: *s/ Vedang Patel*

David Bibiyan
Vedang Patel
Attorneys for Plaintiffs Davion Anthony Frazier

Dated: October 23, 2025

FRONTIER LAW CENTER

By: Adam Rose

Adam Rose
Manny Starr
Attorneys for Plaintiff Keaton Hall

Dated: 10/24/2025

EPSTEIN BECKER GREEN

By: *s/ Rishi Puri*
Courtney McFate
Rishi Puri
Attorneys for Defendants AMERICAN AUTOMOBILE ASSOCIATION OF NORTHERN CALIFORNIA, NEVADA & UTAH and A3 SMART HOME LP

EXHIBIT A
AMENDED CLASS NOTICE

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

(*Michael S. Myers v. American Automobile Association of Northern California, Nevada & Utah ("AAA NCNU"),* Alameda County Superior Court Case No. 23CV040857*, Davion Anthony Frazier v. AAA NCNU,* Contra Costa County Superior Court Case No. C23-02498*, and Keaton Hall v. AAA NCNU,* Contra Costa County Superior Court Case No. C21-02363)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants American Automobile Association of Northern California, Nevada & Utah ("AAA NCNU") and A3 Smart Home LP (A3 Smart Home) (collectively, "Defendants") for alleged wage and hour violations. The Actions were filed by former employees Plaintiffs Michael S. Myers, Davion Anthony Frazier, and Keaton Hall ("Plaintiff") and seek payment of unpaid wages, meal and rest period premiums, reimbursements for expenses, and penalties for inaccurate wage statements and failure to timely pay wages during and upon separation of employment for a class of non-exempt employees ("Class Members") who worked for Defendants during the Class Period (for AAA NCNU employees: November 3, 2017 through the date of preliminary approval; for A3 Smart Home employees: June 1, 2018 through the date of preliminary approval); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt employees who worked for Defendants during the PAGA Period (October 1, 2020 through the date of preliminary approval) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor & Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $____________ (less withholding) and your Individual PAGA Payment is estimated to be $____________.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked _____ workweeks** during the Class Period and **you worked______ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

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

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

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

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

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is __________________**	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 7** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ____________________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but you can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See **Section 7** of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on **______________, at___________**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 7** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _______________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by_______________. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Actions accuse Defendants of violating California labor laws by failing to pay all wages, including but not limited to, (1) failure to pay all wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) waiting time penalties; (6) failure to reimburse business expenses; (7)

violation of the Unfair Competition Law; (8) failure to pay interest on deposits; (9) failure to produce requested employee records; and (10) violation of the Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by the following attorneys in the Action: Torus LLP, Bibiyan Law Group, P.C., and Frontier Law Center (collectively, "Class Counsel"). The contact information for Class Counsel is in **Section 9** of this Notice.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. During the lawsuit, however, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (*i.e.*, settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

i. Defendants Will Pay $5,000,000 as the Gross Settlement Amount ("Gross Settlement"). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor & Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, after the Judgment entered by the Court becomes final, Defendants will fund the Gross Settlement within 21 days after final approval of the Settlement. The Judgment will be final on the date the Court enters Judgment, or on a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

ii. Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final

Approval Hearing:

A. Up to $1,750,000 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $50,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only amount each Plaintiff will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

C. Up to $35,500 to the Administrator for services administering the Settlement.

D. Up to $1,000,000 for PAGA Penalties, allocated either: (1) 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on the number of their worked PAGA Period Pay Periods before June 19, 2024; or (2) 65% to the LWDA and 35% in Individual PAGA Payments to the Aggrieved Employees based on the number of their worked PAGA Period Pay Periods on or after June 19, 2024.

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

iii. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their number of Workweeks during the Class Period.

iv. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds (2/3) to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

v. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State

Controller's Unclaimed Property Fund in yourname.

If the monies represented by your check is sent to the California State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

vi. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later [OPT OUT DATE], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [OPT OUT DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the facts alleged in the Actions.

vii. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

viii. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.

ix. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action that were pled in the Operative Complaint in the Action, or which could have been alleged based on the factual allegations therein, that arose during the Class Period. The time period covered by this release will mirror the Class Period and will become effective upon the Effective Date and full payment of the Gross Settlement Amount and payroll taxes by Defendants.

x. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including Participating Class Members and Non-Participating Class Members who opted-out of the Class portion of the Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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

All Aggrieved Employees will release and discharge the Released Parties from all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action or Plaintiffs' letter to the LWDA dated March 6, 2025 or which could have been pled in the Operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

i. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

ii. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by adding each Aggrieved Employee's pro rata share for the time period 1) before June 19, 2024 and 2) on or after June 19, 2024. The total PAGA Penalty amount will be allocated between these two time periods based on a proportional share of total workweeks worked through the time relevant time period. The Administrator will calculate Individual PAGA Payments for the time period before June 19, 2024 by (a) dividing 25% of the Total PAGA Penalty dollar amount for PAGA Pay Periods worked before June 19, 2024by the total number of PAGA Pay Periods worked by all Aggrieved Employees before June 19, 2024 and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee before June 19, 2024. The Administrator will calculate Individual PAGA Payments for the time period on or after

June 19, 2024 by (a) dividing 25% of the Total PAGA Penalty dollar amount for PAGA Pay Periods worked on or after June 19, 2024 by the total number of PAGA Pay Periods worked by all Aggrieved Employees on or after June 19, 2024 and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee on or after June 19, 2024.

iii. Workweek/Pay Period Challenges. The number of Class Workweeks that you worked for Defendants during the Class Period and the number of PAGA Pay Periods that you worked for Defendants during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [OPT OUT DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

ii. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

To opt-out, you must submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Keaton Hall, et al. v. AAA NCNU,* Contra Costa County Superior Court Case No. C21-02363, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by** [OPT OUT DATE]**, or it will be invalid. Section 9** of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is** [OPT OUT DATE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Keaton Hall v. AAA NCNU,* Contra Costa County Superior Court Case No. C21-02363 and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. **Section 7** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 7** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT FINAL APPROVAL HEARING DATE] at [INSERT TIME] in Department 39 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via https://www.cc-courts.org/calendars/court-calendars.aspx Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website http://www.phoenixclassaction.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement is to contact Class Counsel identified below. Information about the Final Approval Hearing, this Class Notice, and the Judgment will be available on the Administrator's website at [INSERT URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://odyportal.cc-courts.org/portal) and entering the Case Number for the Action, Case No. C21-02363.

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

Class Counsel:

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Manny Starr
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FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, California 91302

Settlement Administrator:
Phoenix Class Action Administration Solutions
[INSERT EMAIL ADDRESS]:
[INSERT MAILING ADDRESS]:
[INSERT TELEPHONE NUMBER]:
[INSERT FAX NUMBER]:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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