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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By K. Jones, Deputy Clerk

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DANIEL GRENTZ, individually, on behalf
of others similarly situated, and on behalf of
other aggrieved employees,

Plaintiffs,

v.

AMERICAN AIRLINES, INC.,

Defendant.

Case No. 23STCV03941

Hon. Laura A. Seigle, Department 17
Spring Street Courthouse

**SUPPLEMENTAL DECLARATION OF
MATTHEW C. HELLAND IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL**

Complaint Filed: February 22, 2023
Trial Date: Not Set
E-Service Provider: CaseAnywhere

1
2 I, Matthew C. Helland, declare as follows:

3 1. I am an attorney licensed to practice law in California, and an attorney with the law
4 firm of Nichols Kaster, LLP, counsel for the Plaintiff in this matter. I make this declaration based
5 upon my personal knowledge, and could so testify if called upon to do so.

6 2. The Motion for Preliminary Approval came on for hearing on May 19, 2025. At
7 that hearing, the Parties and the Court discussed the Settlement, the Notice, and the timeline for
8 finalizing the calculations to determine the Gross Settlement Amount and the allocation, once the
9 class period ended.

10 3. The Parties agreed, and the Court approved, a schedule where Defendant would
11 provide updated data to Plaintiff's Counsel by July 11, 2025, and then Plaintiff would file a
12 supplemental declaration and proposed order after completing the calculations.

13 4. Defendant produced the supplemental data on July 10, 2025.

14 5. Based on an analysis of the supplemental data, Plaintiff's Counsel calculated that
15 there were an additional 28,920 pay periods from September 1, 2024 through June 30, 2025 (the
16 end of the class period). According to the terms of the Settlement, we multiplied that number by
17 \$106.51 per pay period to calculate the additional value. The updated Gross Settlement Amount
18 is therefore \$5,780,269.20 (the initial \$2,700,000.00 plus an additional \$3,080,269.20). My firm
19 has also used this supplemental data to calculate the allocation for each class member.

20 6. Because the class period has closed, Defendant has provided the required
21 supplemental data, and Plaintiff's Counsel has calculated the updated value and allocation, the
22 case is ready to proceed with the distribution of class notice.

23 7. Attached hereto as **Exhibit A** is true and correct copies of the revised Settlement
24 Class Notice. This revised Notice reflects the changes made at the Court's instruction at the time
25 of the Preliminary Approval hearing. Additionally, the revised Notice includes the updated Gross
26 Settlement Amount.
27
28

1 I declare under penalty of perjury that the foregoing is true and correct to the best of my
2 knowledge. Executed at Park City, Utah.

3

4 Dated: July 21, 2025

By: s/ Matthew C. Helland
Matthew C. Helland

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EXHIBIT A

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

Grentz v. American Airlines, Inc., Case No. 23STCV03941

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 American Airlines, Inc. (“American”) for alleged wage statement violations. The Action was filed by a flight attendant employee (“Plaintiff”) and seeks payment of (1) penalties for a class of flight attendants who were based at a California airport (“Class Members”) who worked for American during the Class Period (January 1, 2024 to June 30, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all flight attendants who were based at a California airport (“Class Members”) who worked for American during the PAGA Period (January 1, 2024 to June 30, 2025) (“Aggrieved Employees”).

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

Based on American’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_ 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.

The above estimates are based on American’s records showing that **you worked ____ pay periods** during the Class/ PAGA Period. If you believe that you worked more pay periods during this 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 act. 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, how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”), and will be asked by American to approve a new form of wage statement. The Court will also decide whether to enter a judgment that requires American to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against American.

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

(1) **Do Nothing.** You don't 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 American.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) – but not the PAGA Settlement – 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 Class Period wage claims against American, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement portion of the proposed Settlement and will be bound by the PAGA Settlement.

American 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 Don't Have to Do Anything to fully 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 American 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 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Individual PAGA Payments will be made 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 Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the November 3, 2025 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on November 3, 2025 at 9:00 a.m. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class/ PAGA Period as a Flight Attendant while based at a California airport. The number Pay Periods you worked according to American’s 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?

Plaintiff is employed as a flight attendant at American. The Action accuses American of violating California labor laws by failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

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Nichols Kaster, LLP
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San Francisco, CA 94104
(415) 277-7235
(“Class Counsel.”)

American strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. So far, the Court has made no determination whether American or Plaintiff is correct on the merits.

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

Plaintiff and American hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (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, Plaintiff and

American 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, American does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) American 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) 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?

1. American Will Pay \$5,780,269.20 as the Gross Settlement Amount (Gross Settlement). American has 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 and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, American will fund the Gross Settlement not more than 10 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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 \$ 1,560,672.68 (27% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 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 monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$15,775.00 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. 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 Class Period Pay Periods.
4. Taxes Owed on Payments to Class Members. Because the Agreement covers claims for wage statement penalties, each Individual Class Payment is counted as penalties rather than wages for tax purposes, and is not subject to withholdings and will be reported on IRS 1099 Forms. The Individual PAGA Payments are also counted as penalties rather than wages for tax purposes, and will be reported on IRS 1099 Forms.

Although Plaintiff and American have agreed to this treatment, 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.

5. 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 irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).
6. 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 than [date] (sixty (60) days after the date this Notice was mailed), that you wish to opt-out. This deadline may be extended if you received a re-mailed notice. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [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 American.

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 American based on the PAGA Period facts alleged in the Action.

7. 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 American have agreed that, in either case, the Settlement will be void: American will not pay any money and Class Members will not release any claims against American .

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, 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.
9. Release for Participating Class Members who are also Aggrieved Employees. After the Judgment is final and American has fully funded the Gross Settlement, 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 American or related entities for penalties based on the 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 who are also Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including any and all claims involving any alleged failure to provide complete and accurate wage statements. Additionally, all Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to provide complete and accurate wage statements. Claims released include any and all claims for attorneys’ fees, attorneys’ costs/expenses, fines, penalties, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims released in the foregoing sentences, whether based on statutory, regulatory, or common law. Such Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts not stated in the Operative Complaint or facts occurring outside the Class Period.

10. Release for Aggrieved Employees who are Non-Participating Class Members. After the Court’s judgment is final, and American has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against American, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against

American or its 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 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to provide complete and accurate wage statements. Claims released include any and all claims for attorneys' fees, attorneys' costs/expenses, fines, or penalties arising from the PAGA claims in the Operative Complaint.

11. Participating Class Members who are Aggrieved Employees, as well as Non-Participating Class Members who are Aggrieved Employees, will also waive any protection of Civil Code § 1542 with regard to the releases in Paragraphs 3(9) and 3(10) above. Section 1542 provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

In other words, you are deemed to have understood the facts of this case, and the release of claims described above will apply even if you later learn that the facts are other than or different from the facts now believed to be true. This § 1542 waiver is not intended to expand the claims you are releasing beyond those listed above.

4. HOW WILL MY PAYMENT BE CALCULATED?

1. Individual Class Payments. Class Counsel will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. Class Counsel will calculate Individual PAGA Payments by (a) dividing \$18,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Pay Period Challenges. The number of Pay Periods you worked during the Class/ PAGA Period, as recorded in American's records, are stated in the first page of this Notice. You have until **[date]** (sixty (60) days after the date this Notice was mailed) to challenge the number of Pay Periods credited to you. This deadline may be extended if you

received a re-mailed notice. 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 Class Counsel's calculation of Pay Periods based on American's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and American's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. 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.
2. 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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Grentz v. American Airlines*, 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 [date] (sixty (60) days after the date this Notice was mailed), or it will be invalid.** This deadline may be extended if you received a re-mailed notice. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and American are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes,

among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date] (sixty (60) days after the date this Notice was mailed).** This deadline may be extended if you received a re-mailed notice. 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 _____ and include your name, current address, telephone number, and approximate dates of employment and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on November 3, 2025 at 9:00 a.m. in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite 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 LACourtConnect (<https://www.lacourt.org/lacc/>). 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 _____ 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 American and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the case website at _____ (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

(<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV03941. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

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Daniel S. Brome

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Nichols Kaster, LLP

235 Montgomery St., Suite 810

San Francisco, CA 94104

(415) 277-7235

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

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 will have no way to recover the money.

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.