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Attorneys for Plaintiff DAVID ALEGRIA, Individually, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

DAVID ALEGRIA, Individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

NEXEN TIRE AMERICA, INC., a Maryland
Corporation, and DOES 1-10, inclusive.

Defendant

Case No.: CIVB2304566

**DECLARATION OF JEFFREY D.
JOHNSON REGARDING THE NOTICE
PLAN IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

I, Jeffrey D. Johnson, declare as follows:

1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age and I am not a party to the above-captioned action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. CAC provides a comprehensive range of class and collective action claims administration services. CAC has extensive experience in data processing and acting as third-party administrator in class and collective actions throughout the country.

3. CAC’s class and collective action administration services include: coordination of all

1 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
2 packets and claim forms; coordination with the U.S. Postal Service; database management; website
3 hosting and management; claims processing; fund management and distribution; and preparation
4 of reports describing notice programs and claims processing.

5 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
6 for this action and to date has provided the following services for the above-captioned action:

- 7 a. Develop and execute a notice program targeting potential Settlement Class
8 members, as defined in the Class Action and PAGA Settlement Agreement (the
9 “Settlement Agreement”):

10 *Class Member Definition:*

11 All persons who worked for Defendant Nexen Tire America, Inc.
12 (“Defendant”) in the State of California as non-exempt, hourly-paid
13 employees at any time during the period from February 22, 2019 through
14 July 14, 2025.

15 *PAGA Member Definition:*

16 All persons who worked for Defendant in the State of California as
17 non-exempt, hourly-paid employees at any time during the period from
18 February 8, 2022 through July 14, 2025.

19 5. In regard to the notice program, CAC implemented the following notice plan:

- 20 a. Direct notice by first-class mail to all Settlement Class members whose names and
21 addresses were provided by Defendant.

22 6. To provide direct and timely notice by first-class mail, CAC performed the following:

- 23 a. On June 11, 2026, CAC received from Defendant an electronic list of thirty-three
24 (33) names and addresses of persons identified as potential Settlement Class
25 members as defined in Paragraph 4 above (the “Settlement Class Member List”).
26 The Settlement Class Member List was updated using the National Change of
27 Address system (NCOA), which updates the addresses for all persons who had
28 moved in the previous four years and who had filed a change of address with the

1 U.S. Postal Service;
2 b. On June 23, 2026, the Notice of Class Action Settlement, Request for Exclusion
3 Form, and Objection Form (the “Notice”) was printed, personalized, and inserted
4 into a #10 window envelope (the “Notice Packet”). The template of the Notice is
5 attached hereto as Exhibit “1”;

6 7. In support of the direct mail Notice Packet, CAC had regular phone communications
7 with Class Members calling CAC. In general, the purpose of these communications was to:

- 8 a. Transcribe and fulfill the Notice Packet as requested; and
9 b. Answer Settlement Class member questions about the Notice Packet.

10 8. As of the date of this Declaration, three (3) Notice Packets have been returned to CAC
11 by the U.S. Postal Service without forwarding addresses. For these Notice Packets, an address
12 search was completed resulting in two (2) new addresses. I caused the Settlement Class Member
13 List to be updated with the new addresses from the address search results and a Notice Packet to be
14 re-mailed to said Settlement Class members at each of these new addresses. Additionally, through
15 other correspondence, CAC continued to make a good faith effort to re-mail RFND mail leaving
16 only one (1) Notice Packet that remains classified as undeliverable after various attempts to locate
17 the current address for said Settlement Class members.

18 9. There is no claim form requirement in this case, so all individuals are included in the
19 recovery and payment unless they file a Request for Exclusion.

20 10. As of the date of this Declaration, CAC has received no (0) Requests for Exclusion.

21 11. As of the date of this Declaration, CAC has received no (0) objections.

22 12. Accordingly, there are thirty-three (33) Participating Class Members who worked 3,628
23 Workweeks during the Class Period. Additionally, there are seventeen (17) PAGA Employees who
24 worked 1,306 Workweeks during the PAGA Period.

25 13. It is my opinion that the above-described notice program and the Notice Packet are
26 adequate and reasonable under the circumstances. They are consistent with standards previously
27 employed by CAC in notification programs designed to reach known members of settlement groups
28 or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant

1 with the notice requirements established by California law, as well as the parties' Settlement
2 Agreement and the prior Order of this Court.

3 14. Finally, if the settlement is finally approved by the Court, CAC will make all payment
4 distributions from funds provided by Defendants in accordance with terms of the Settlement
5 Agreement or as is otherwise ordered by the Court.

6 15. Currently, the estimated average gross Individual Settlement Share for each Settlement
7 Class Member is \$3,592.59, the estimated highest gross Individual Settlement Share for each
8 Settlement Class Member is \$10,914.42, and the lowest Individual Settlement Share for each
9 Settlement Class Member is \$32.68.

10 16. Currently, the estimated average Individual PAGA Payment for each PAGA Employee
11 is \$220.59, the estimated highest Individual PAGA Payment for each PAGA Employee is \$513.97,
12 and the lowest Individual PAGA Payment for each PAGA Employee is \$2.87.

13 17. CAC's costs associated with the administration of this matter are \$3,671.60. This
14 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
15 distribution.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed this 17th day of September 2026.

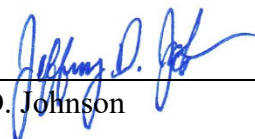
18
19 
20 Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Class Action Settlement
- Opt-Out/Request for Exclusion Form
- Objection to Settlement

Alegria v. Nexen Tire America, Inc., No. CIVSB2304566
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al (866) 602-2260

To: All persons who worked for Defendant Nexen Tire America, Inc. (“Defendant”) in the State of California as non-exempt, hourly-paid employees at any time during the period from February 22, 2019 through July 14, 2025 (“Class Members”).

All persons who worked for Defendant in the State of California as non-exempt, hourly-paid employees at any time during the the period from February 8, 2022 through July 14, 2025 (“PAGA Members”).

On May 20, 2026, the Honorable Christian Towns of the San Bernardino County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 8:30 a.m. on October 14, 2026, in Department S26 of the San Bernardino County Superior Court located at 247 W. Third St., San Bernardino, California 92415.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit <https://cacservicesgroup.com/cases/nexen/> for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

I. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don’t want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is August 7, 2026	You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by August 7, 2026	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the October 14, 2026 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on October 14, 2026 in Department S26 of the San Bernardino County Superior Court located at 247 W. Third St., San Bernardino, California 92415. 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. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

II. Summary of the Litigation

Plaintiffs David Alegria and Mauro Moreno, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; and (4) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with the Hon. Herbert B. Hoffman (Ret.), an experienced and well-respected class action mediator. With Judge Hoffman’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Sullivan & Yaeckel Law Group, APC and Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

III. Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$250,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$7,500 , each, to David Alegria and Mauro Moreno for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$83,333 in attorneys’ fees and up to \$20,000 in litigation costs and expenses; (4) a \$15,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), inclusive of a \$11,250 payment to the California Labor and Workforce Development Agency (“LWDA”) in connection with the PAGA, and a \$3,750 payment (“PAGA Fund”) to all PAGA

Questions? Contact the Settlement Administrator toll free at 1-866-602-2260

Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$3,671.60. After deducting the above payments, a total of approximately \$112,995.40 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$3,750 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from February 22, 2019 through July 14, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of <CWeeks> Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately <CPayment>.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from February 8, 2022 through July 14, 2025 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of <PWeeks> Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately <PPayment>.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately <Payment>. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before August 7, 2026, and must be sent to:

Settlement Administrator
c/o CAC Services Group
6420 Flying Cloud Dr Ste101
Eden Prairie, MN 55344
Fax No. (888) 495-9746

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75%

Questions? Contact the Settlement Administrator toll free at 1-866-602-2260

will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Release of Claims by Class Members: Upon the Funding Date, except as to such rights or claims as may be created by the Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period. The “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts pleaded in the First Amended Complaint. 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 occurring outside the Class Period. Specifically, the Claims alleged in the Operative Complaint being released are as follows: (1) Violation of Labor Code §§ 226.7 and 512; (2) Violation of Labor Code §§ 510, 1194, and 1197; (3) Violation of Labor Code § 226; (4) Violation of Labor Code § 2802; (5) Violation of Labor Code §§ 201-203; (6) Violation of Business and Professions Code § 17200 et seq.; and (7) Penalties Pursuant to the Private Attorneys General Act of 2004.

IV. Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims, and if you are also a PAGA Member, the Released PAGA Claims:

Released Class Claims: All claims that were alleged, or reasonably could have been alleged, based on the Class Period facts pleaded in the First Amended Complaint. 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 occurring outside the Class Period. The specific Class Claims being released are stated above in the “Release of Class Claims by Class Members” section.

Released PAGA Claims: All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts pleaded in Plaintiffs’ PAGA Notices. The specific PAGA claims being released are based on the Labor Code Violations detailed in the “Release of Class Claims by Class Members” section above.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o CAC Services Group
6420 Flying Cloud Dr Ste101
Eden Prairie, MN 55344

Questions? Contact the Settlement Administrator toll free at 1-866-602-2260

The Request for Exclusion must be postmarked or faxed not later than August 7, 2026. If you submit a Request for Exclusion which is not postmarked or faxed by August 7, 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – *Object to the Settlement*

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Approval Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at CAC Services Group, 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344.

All written objections must be received by the administrator by not later than August 7, 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for October 14, 2026 at 8:30 a.m. in the Superior Court of the State of California, for the County of San Bernardino and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

V. Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Eric Yaeckel
Sullivan & Yaeckel Law Group, APC
2330 Third Ave.
San Diego, CA 92101
Phone: Number

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT’S ATTORNEYS WITH INQUIRIES.

Alegria v. Nexen Tire America, Inc., San Bernardino County Superior Court Case No. CIVSB2304566
c/o CAC Services Group, LLC, 6420 Flying Cloud Dr. Ste. 101, Eden Prairie, MN 55344

OPT-OUT/REQUEST FOR EXCLUSION

Submit this Request For Exclusion form no later than August 7, 2026 only if you want to opt out of (not participate in) the settlement of the actions known as *Alegria v. Nexen Tire America, Inc., San Bernardino County Superior Court Case No. CIVSB2304566* (altogether, the “Action”). Do not submit this exclusion form if you wish to receive money from the class settlement.

I have reviewed the Notice of Class Action and PAGA Settlement and Release Agreement and understand that a person is a Class Member in the Action if he or she is a current or former non-exempt, hourly paid employee of Nexen Tire America, Inc. in the State of California at some point between the period February 22, 2019 through July 14, 2025. I understand that this settlement is intended to compensate such Class Members.

I understand that I may exclude myself from, or “opt out” of, the class settlement of the Action. I understand that, in any separate lawsuit, I may receive nothing or less than I would have received if I had participated in the settlement. I understand that any separate lawsuit by me will be undertaken at my own expense and at my own risk. I understand that counsel for the class will not represent my interests if I opt out.

I understand that if I do not opt out, I will receive a payment if the class settlement of the Action is approved by the Court. ***I understand that, by requesting to be excluded from the class settlement, I will receive no money from the class settlement in accordance with the Class Action and PAGA Settlement and Release Agreement entered by the parties to the Action.*** I understand that, to the extent I am an “Aggrieved Employee,” as explained in the Class Notice, my decision to opt out will not exclude me from the Settlement with respect to the released PAGA claims. No one has coerced or forced me to opt out; it is my own decision.

I opt out of the settlement.

Print Name: _____

Address: _____

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE AUGUST 7, 2026. Send this signed request for exclusion form to the Settlement Administrator at:

Alegria v. Nexen Tire America, Inc.
Settlement Administrator
c/o CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344

YOU SHOULD KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS. YOU MAY WISH TO MAIL IT RETURN RECEIPT REQUESTED.

Alegria v. Nexen Tire America, Inc., San Bernardino County Superior Court Case No. CIVSB2304566

c/o CAC Services Group, LLC, 6420 Flying Cloud Dr. Ste. 101, Eden Prairie, MN 55344

OBJECTION TO SETTLEMENT

Submit this Objection To Settlement form only if you want to object to the settlement of the actions known as *Alegria v. Nexen Tire America, Inc., San Bernardino County Superior Court Case No. CIVSB2304566* (altogether, the “Action”).

I have reviewed the Notice of Class Action and PAGA Settlement and Release Agreement and understand that a person is a Class Member in the Action if he or she is a current or former non-exempt, hourly paid employee of Nexen Tire America, Inc. in the State of California at some point between the period February 22, 2019 through July 14, 2025. I understand that this settlement is intended to compensate such Class Members.

I understand that if I object to the settlement, and my objection is overruled, I will still be included as a Class Member and part of the settlement and release of class claims. I understand that if I do not want to be included as part of the settlement, I should instead submit the separate form titled “Opt-Out/Request for Exclusion”. I understand that I should not submit both an Objection to Settlement form and an Opt-Out/Request for Exclusion Form because if I do my objection(s) will be disregarded and I will be excluded from the settlement and release of class claims.

I wish to object to the settlement reached in the Action. The nature and basis for my objection are: _____

Print Name: _____

Address: _____

The last four digits of your Social Security Number: _____

Signature: _____ Date: _____

Name / Address of Attorney (If Applicable): _____

Check if Applicable: [] I intend to appear at the Final Approval Hearing.

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **AUGUST 7, 2026**. Send this signed objection form to the Settlement Administrator at:

Alegria v. Nexen Tire America, Inc.
Settlement Administrator
c/o CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344

YOU SHOULD KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS. YOU MAY WISH TO MAIL IT RETURN RECEIPT REQUESTED.