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Attorneys for Defendant
AmeriCredit Financial Services, Inc., a
California corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

CHRISTOPHER PACHECO, individually,
and on behalf of other members of the
general public similarly situated; and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

AMERICREDIT FINANCIAL SERVICES,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 23STCV28126
Honorable Samantha Jessner
Department SSC7

CLASS ACTION

**AMENDMENT NO. 1 TO THE CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint Filed: November 15, 2023
FAC Filed: December 16, 2024
Trial Date: None Set

**AMENDMENT NO. 1 TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS
NOTICE**

AMENDMENT NO.1 TO THE CLASS ACTION AND PAGA SETTLEMENT**AGREEMENT AND CLASS NOTICE**

Plaintiff Christopher Pacheco (“Plaintiff”) and Defendant AmeriCredit Financial Services, Inc. (“Defendant”) (together with Plaintiff, referred to as the “Parties”) pursuant to Paragraph 81 of the Class Action and PAGA Settlement Agreement and Class Notice entered into on or around December 24, 2024 (the “Agreement”), hereby agree to **amend and supplant** the following terms only as stated herein. The amendments contained herein modify and are hereby incorporated into the Agreement by reference as follows:

A. Paragraph D.52 is hereby amended and shall now state only the following:

D.52 Upon the Funding Date of this Settlement, Plaintiff and each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, successors, assigns, representatives, beneficiaries, devisees, legatees, executors, administrators, agents, and attorneys shall be deemed to have fully, forever, and completely released and discharged all of the Released Parties from, or any of them, from each of the Released Class Claims arising during the Class Release Period.

B. Paragraph D.54 is hereby amended and shall now state only the following:

D.54 Upon the Funding Date of this Settlement, Plaintiff, the LWDA, and each Aggrieved Employee, together and individually, on their behalf and on behalf of their respective heirs, successors, assigns, representatives, beneficiaries, devisees, legatees, executors, administrators, agents, and attorneys will forever completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Release Period.

C. Paragraph G.65 is hereby amended and shall now state only the following:

G.65 Within fifteen business (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement

1 Administrator will run a check of the Class Members' addresses against those on file with
2 the U.S. Postal Service's National Change of Address List. The Class Data provided to
3 the Settlement Administrator will not be provided to Class Counsel and it will remain
4 confidential, it shall be used solely to administer the Settlement, and it will not be used or
5 disclosed to anyone, except as required by applicable tax authorities, pursuant to
6 Defendant's express written consent, or by order of the Court. This confidentiality
7 provision is meant to ensure Class Members' privacy rights and shall not impede Class
8 Counsel's ability to discharge their fiduciary duties.

9
10 **D. Paragraph G.68 is hereby amended and shall now state only the following:**

11 Efforts to locate updated addresses information for returned noticed will continued
12 through the 45-day notice period. It will be conclusively presumed that if an envelope has
13 not been returned to the Settlement Administrator within forty-five (45) days of the
14 mailing that the Settlement Class Member received the Notice.

15
16 **E. Paragraph G.71.a. is hereby amended and shall now state only the following:**

17 G.71.a. Requests for Exclusion from Participating Settlement Class. Any Settlement
18 Class Member, other than Plaintiff, may request to be excluded from the Participating
19 Settlement Class by submitting a letter to the Settlement Administrator requesting to be
20 excluded from the *Christopher Pacheco v. AmeriCredit Financial Services, Inc.*
21 settlement. ("Request for Exclusion") postmarked on or before the Notice Response
22 Deadline.

23
24 Any Request for Exclusion must include the full name, address, telephone number, last
25 four digits of the social security number or date of birth, and signature of the Settlement
26 Class Member requesting exclusion. The Request for Exclusion must be returned by mail
27 to the Settlement Administrator at the specified address. Any such Request must be made

1 in accordance with the terms set forth in the Notice. A Request for Exclusion will be
2 timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise
3 agree in writing. The postmark date will be the exclusive means to determine whether a
4 Request for Exclusion has been timely submitted. Any Settlement Class Member who
5 timely requests exclusion in compliance with these requirements: (i) will not have any
6 rights under this Agreement with respect to the Class Claims, including the right to object,
7 appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments
8 under this Agreement with respect to Class Claims; and (iii) will not be bound by this
9 Agreement, or the Judgment, with respect to the Class Claims.

10
11 **F. Paragraph G.71.c. is hereby amended and shall now state only the following:**

12 G.71.c Objections to Settlement of Class Claims. Any Settlement Class Member, other
13 than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims
14 and may appear at the Final Approval Hearing and object whether or not they have
15 submitted a written objection as outlined herein. To submit a written objection, a
16 Settlement Class Member shall inform the Settlement Administrator, in writing, of
17 his/her/their objection, which must be postmarked by the Notice Response Deadline at
18 the address set forth in the Notice. Such objection shall include the full name, address,
19 telephone number, dates of employment with Defendant of the Objecting Settlement
20 Class Member, the case name and number, the basis for the objection, including any legal
21 support and each specific reason in support of the objection, as well as any documentation
22 or evidence in support thereof, and, if the Objecting Settlement Class Member is
23 represented by counsel, the name and address of his/her/their counsel. The Settlement
24 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel
25 within three (3) business days of receipt, and the Settlement Administrator shall attach
26 the same to its declaration of due diligence that it provides to Class Counsel and Defense
27 Counsel prior to the Final Approval Hearing. Any Objecting Settlement Class Member
28

remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and /or his/her/their counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure section 663. Settlement Class Members and Aggrieved Employees may not object to or opt out of the Settlement with respect to the PAGA Claims. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Judgment. To the extent a timely written objection is withdrawn before final approval, such an objection shall be treated as though the objection had not been made.

G. Paragraph G.71.d. is hereby amended and shall now state only the following:

Failure to submit a timely written objection does not waive any right for a Class Member to appear at the Final Approval Hearing and object. Any Settlement Class Member, other than Plaintiff, may object to the terms of this Agreement with respect to the Class Claims and may appear at the Final Approval Hearing and object whether or not they have submitted a written objection as outlined above. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure section 473, and extraordinary writs.

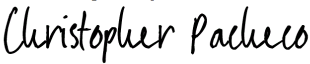
H. The Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval attached to Agreement as Exhibit A is now replaced entirely with

1 the Revised Court Approved Notice of Class Action and PAGA Settlement and
2 Hearing Date for Final Court Approval attached hereto as “EXHIBIT A.”
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6 Date: April 24, 2025

CLASS REPRESENTATIVE

7
8 By:

DocuSigned by:

B04186D7836249A
Christopher Pacheco

10
11 Date: April __, 2025

**DEFENDANT AMERICREDIT FINANCIAL
SERVICES, INC.**

12
13
14 By:

15 By: _____

16 Its: _____

17
18 Date: April 24, 2025

BROCK & GONZALES, LLP

19
20 By:



D. Aaron Brock
Erica Allen Gonzales
Joseph D. Parsons
Attorneys for Plaintiff

21
22
23
24 Date: April __, 2025

LITTLER MENDELSON, P.C.

25
26 By:

27
28

B. Allison Borkenheim
Krystal A. Saleh

1 the Revised Court Approved Notice of Class Action and PAGA Settlement and
2 Hearing Date for Final Court Approval attached hereto as “EXHIBIT A.”
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6 Date: April __, 2025

CLASS REPRESENTATIVE

7
8 By:

9 _____
Christopher Pacheco

10
11 Date: April __, 2025

**DEFENDANT AMERICREDIT FINANCIAL
SERVICES, INC.**

12
13
14 By:

15 _____
By: Marci Mancuso

16 Its: SVP Associate Counsel

17
18 Date: April __, 2025

BROCK & GONZALES, LLP

19
20 By:

21 _____
D. Aaron Brock
Erica Allen Gonzales
Joseph D. Parsons
Attorneys for Plaintiff

22
23
24 Date: April 25, 2025

LITTLER MENDELSON, P.C.

25
26 By:

27 _____
B. Allison Borkenheim
Krystal A. Saleh

Attorneys for Defendants

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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT, HOURLY-PAID EMPLOYEE OF DEFENDANT WHO WORKED IN THE STATE OF CALIFORNIA AT ANY TIME FROM NOVEMBER 15, 2019 TO DECEMBER 31, 2024 YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT.

The Los Angeles County Superior Court (“Court”) authorized this Notice to be sent by Simpluris (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

DEFENDANT CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

SIMID «SIMID»

ATTN: «FirstName» «LastName»

«Address1» «Address2»

«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY**

Individual PAGA Payment: \$ _____

Individual Settlement Payment: \$ _____

**THROUGH THIS CLASS ACTION
SETTLEMENT**

- Christopher Pacheco (“Named Plaintiff”) has sued AmeriCredit Financial Services, Inc. (“Defendant”) on behalf of himself and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

**You Can ASK TO BE
EXCLUDED FROM THE
CLASS SETTLEMENT**

**(Deadline: [RESPONSE
DEADLINE])**

If you ask to be excluded from the class settlement, you will get no payment from the class settlement, but you will **keep** any rights to sue Defendant separately for the same legal claims made in this lawsuit. However, you may not request exclusion from the settlement of the PAGA

	claim. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: [RESPONSE DEADLINE])	If you do not like the class settlement, you can send a written objection to the Settlement Administrator by the deadline. However, you may not object to the settlement of the PAGA claim. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.
You Can DISPUTE YOUR NUMBER OF PAY PERIODS AND WORKWEEKS	If you believe the number of workweeks that you were credited with working during the Class Period or the number of pay periods you were credited with during the PAGA Period is incorrect, you may submit a written dispute to the Settlement Administrator (see Section 9 for more details on how to dispute your credited workweeks and pay periods). Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that the workweeks and/or pay period calculation is inaccurate.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiff claimed that Defendant failed to pay overtime wages, failed to pay minimum wages, failed to provide compliant meal and rest breaks, failed to pay meal and rest break premiums at the appropriate rate, failed to timely pay wages during employment, failed to timely pay wages at termination of employment, failed to provide accurate and legally compliant wage statements, failed to reimburse business expenses, engaged in unfair business practices and violated the Private Attorney General Act.

Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements but is resolving this action in order to avoid the costs of further legal proceedings.

If you are still employed by Defendant this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, Defendant will not take any adverse action against or otherwise target, retaliate, or discriminate against any employee because of the employee's participation or decision not to participate in this Settlement.

3. Why Is This a Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case,

Christopher Pacheco), sue on behalf of people who allegedly have similar claims. All of these people together are referred to as a “class” or “class members.” The person who is the class representative is also called the plaintiff. The company being sued is called the defendant. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Los Angeles County Superior Court is in charge of the case. The lawsuit is known as *Christopher Pacheco v. AmeriCredit Financial Services, Inc.*, Case No. 23STCV28126.

4. Why Is There a Settlement?

The Court did not decide in favor of Named Plaintiff or Defendant. Named Plaintiff thinks he could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals in the Class will get compensation. The class representative and the attorneys think the settlement is best for Class Members.

5. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following group of employees are Class Members: Current and former non-exempt, hourly-paid employees of Defendant who worked in the State of California from November 15, 2019 To December 31, 2024.

If you received this Notice you are a member of the Class.

6. What Does the Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$248,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to Class Members who can be located, and who do not exclude themselves from the class settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$15,000.00; (b) class representative service award to Named Plaintiff not to exceed \$10,000.00 for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$82,666.67; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$20,000.00; and (f) PAGA Payment of \$20,000.00 for PAGA penalties. **Class Counsel’s attorneys’ fees and costs, and Named Plaintiff’s class representative service award, remain subject to Court approval.**

By statute, the Labor and Workforce Development Agency will receive seventy-five percent of the PAGA Amount —*i.e.*, the amount of \$15,000. Class Members who worked during the period of November 8, 2022 through December 31, 2024 (the “PAGA Period”) will receive a portion of the remaining twenty-five percent of the PAGA Payment (“Aggrieved Employee Amount”).

No portion of the Net Settlement Amount or PAGA Payment will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Each Class Member is entitled to a share of the Net Settlement Amount. Your estimated share of the Net Settlement Amount is shown above and is based on the following:

- The Net Settlement Amount shall be allocated to each Participating Class Member based on his/her/their proportionate Workweeks Worked during the Class Period.

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QUESTIONS? CALL TOLL FREE 1-800-_____

- This is determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total Workweeks Worked during the Class Period, and the denominator of which is the total Workweeks Worked by all Participating Class Members during the Class Period.
- If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount allocated toward Released Class Claims.

Based upon Defendant's records, you worked ** work weeks during the Class Period.

If you were employed by Defendant during the PAGA Period, you are also entitled to a pro rata share of the PAGA Amount. Your Individual PAGA Payment is shown above and is proportionate to the number of pay periods worked by you during the PAGA Period compared to the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. Based upon Defendant's records, the number of pay periods you worked during the PAGA Period is determined to be **.

If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods assigned to you, see below (Question 9).

8. How Do I Get a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately seventy-five days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe the Information Is Inaccurate?

If you believe the number of work weeks you were allocated and/or the number of pay periods worked during the PAGA Period is inaccurate, you may dispute it by sending a letter to [ADMINISTRATOR'S ADDRESS] no later than [RESPONSE DEADLINE]. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up to Get a Settlement Payment?

Unless you request to be excluded from the class settlement, you remain a part of the Settlement Class, and that means you cannot assert claims against, continue to assert claims against, or be part of any other lawsuit against Defendant or the other Released Parties for any legal claims based on the subject matter of this settlement. Specifically, you will be giving up or "releasing" the claims summarized below, as fully defined within the Settlement Agreement:

- If you are a Class Member, you will be giving up or "releasing" Defendant AmeriCredit Financial Services, Inc., and the Released Parties from all claims arising during the Class Period: (1) that were pleaded in the First Amended Complaint filed in the Action; and (2) that could have been alleged in the Action based on the facts alleged in the First Amended Complaint, and include, but are not limited to, claims for (i) failure to pay all regular wages, minimum wages and overtime wages due (including off-the-clock and rounding claims); (ii) failure to pay all wages at the correct rate of pay (including meal

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QUESTIONS? CALL TOLL FREE 1-800-_____

period premiums, rest break premiums, sick pay, vacation wages, and reporting time pay); (iii) failure to provide meal periods or compensation in lieu thereof; (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to correctly pay bonus or incentive pay and compensation; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely payment of wages during employment; (viii) failure to maintain complete, accurate records (including payroll records and records of work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates); (ix) failure to provide complete, accurate wage statements; (x) failure to pay reporting time pay; (xi) failure to pay prevailing wages; (xii) failure to pay accrued vacation; (xiii) failure to reimburse for necessary business-related expenses; (xiv) unlawful deductions of wages; (xv) failure to pay overtime and double time at the regular rate; (xvi) failure to pay sick pay; (xvii) failure to pay vacation wages; and (xviii) unfair business practices. This release includes any and all claims pursuant to: California Labor Code sections §§ 201, 202, 203, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 256, 510, 512, 551, 552, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802; the California Business & Professions Code § 17200 et seq.; the California Code of Civil Procedure Section 1021.5; and the California Industrial Welfare Commission Wage Orders. This release shall apply to claims arising during the Class Period.

Additionally, if you worked during the PAGA Period, you will be giving up or “releasing” the Released PAGA Claims summarized below:

- Any and all claims for civil penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or could have been pleaded in the Complaint based on the facts alleged therein, including but not limited to all claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been premised on the facts alleged in Named Plaintiff’s PAGA Letter to the LWDA and the Action, including PAGA claims for alleged violations of Labor Code sections 201, 202, 203, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 256, 510, 512, 551, 552, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and for any and all claims pursuant to California’s Labor Code and Wage Orders, and including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5, 1197.1, and 2698 *et seq.* This release shall apply to claims arising during the PAGA Period. Aggrieved Employees who exclude themselves from the settlement of class claims shall still receive an individual PAGA payment and be subject to this PAGA Release.

11. How Do I Exclude Myself from the Settlement?

To exclude yourself from the class settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Christopher Pacheco v. AmeriCredit Financial Services, Inc.* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than **[RESPONSE DEADLINE]**, to the

Settlement Administrator at [ADMINISTRATOR'S ADDRESS].

If you submit a timely and valid “opt-out” request, you will no longer be a member of the Class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the class claims made in this lawsuit, at your own expense.

You may not opt-out, or request to be excluded, from the settlement of the PAGA claim. Thus, even if you submit a timely and valid “opt-out” request, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Payment is shown above.

12. If I Don't Exclude Myself, Can I Sue Defendant or Get Money from the Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is [RESPONSE DEADLINE].

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell the Court I Don't Believe That the Settlement Is Fair?

If you are a Class Member and you do not exclude yourself from the class settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All objections must be signed by you and must include: (1) your full name, signature, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than [RESPONSE DEADLINE], to the Settlement Administrator at [ADMINISTRATOR'S ADDRESS].

You may also appear at the final approval hearing for the settlement (see section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense. *You may present objections at the final approval hearing, regardless of whether you submitted a written objection.*

There is no right to object to the settlement of the PAGA claim. Thus, even if you submit a timely objection to the class settlement, you will still receive an Individual PAGA Payment and will be deemed to have released the PAGA claims. Your estimated Individual PAGA Payment is shown above.

14. What Is Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the

Court. **Do not submit both an Objection and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

15. Do I Have a Lawyer in This Case?

The Court decided that the law firm of BROCK & GONZALES, LLP, which represent the Named Plaintiff, is also qualified to represent you and all Class Members. You will not be charged for these lawyers. This law firm is referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for the Named Plaintiff and the Class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$82,666.67 in attorneys’ fees and for actual litigation costs incurred up to a maximum of \$20,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, a service payment for the Named Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement Amount for his work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Samantha Jessner on [REDACTED], 2025, at [REDACTED] a.m., in Department 7 of the Superior Court of California for the County of Los Angeles, located at 312 North Spring Street Los Angeles, CA 90012, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all Class Members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by contacting Class Counsel. Additionally, a copy of the Final Judgment will be posted to the Simpluris website.

19. What Is the Contact Information for the Court and Class Counsel?

The addresses for the Court and Class Counsel are as follows:

COURT	CLASS COUNSEL
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QUESTIONS? CALL TOLL FREE 1-800-_____

Clerk of Court Los Angeles County Superior Court Spring Street Courthouse 312 North Spring Street Los Angeles, CA 90012	D. Aaron Brock ab@brockgonzales.com Erica Allen Gonzales eg@brockgonzales.com Joseph D. Parsons jp@brockgonzales.com BROCK & GONZALES, LLP 6701 Center Drive West, Suite 610 Tel: (310) 294-9595 Fax: (310) 961-3673
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WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Class Counsel or Settlement Administrator:

Christopher Pacheco v. AmeriCredit Financial Services, Inc.
c/o Simpluris
Address
City, CA, Zip
Toll-Free Phone Number: **[insert]**

PLEASE DO NOT TELEPHONE DEFENSE COUNSEL, THE COURT, OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.