

**PRIVATE ARBITRATION
BEFORE ARBITRATOR DENNIS CLIFFORD¹**

NOTICE OF SETTLEMENT OF COLLECTIVE ACTION ARBITRATION

If you worked for America First Credit Union (“AFCU”) as a branch employee, you may be entitled to a payment from the settlement of a collective action arbitration if you complete and return the enclosed form.

An Arbitrator authorized this notice. This is not a solicitation from a lawyer.

- This notice pertains to certain AFCU employees who worked as non-exempt classified branch employees, regardless of exact title (collectively, “BEs”), at any time from November 3, 2022 through July 15, 2025 (the “Covered Period”). You received this notice because AFCU’s records reflect that you worked as a BE during the Covered Period.
- A former branch employee known as the “Claimant” has sued AFCU in an arbitration seeking unpaid wages pursuant to federal and state wage and hour law, including but not limited to the Fair Labor Standards Act (“FLSA”). The arbitration is known as *Jennings v. America First Credit Union*. The arbitration alleges that AFCU, referred to as the “Respondent,” failed to pay Claimant and other BEs for all hours worked, including but not limited to overtime hours over 40 per week. Specifically, the Claimant alleges that AFCU failed to pay BEs all hours worked, including time spent before the start of their shifts performing branch opening security procedures and logging into their computers prior to clocking in via AFCU’s timekeeping software.
- AFCU denies the allegations in the arbitration, and maintains that it at all times properly compensated its BEs. The parties have entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Claimant’s claims, and no party has prevailed in this action.
- Under the allocation formula created by the settlement, you are estimated to receive approximately **<Payment>**, subject to deductions for applicable taxes. This amount is based on the number of weeks

¹ You are not permitted to contact the Arbitrator regarding this matter. If you have any questions, please see the contact information at section 9 of the Notice of Settlement.

you worked for AFCU as a BE during the Covered Period, based on AFCU’s records. The final amount to which you may be entitled may be higher or lower than the estimated amount

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CONSENT FORM	By returning a properly completed Consent to Join and Release Form, you agree to participate in the settlement, receive a monetary settlement payment, and release your claims.
DO NOT RETURN THE CONSENT FORM	If you do not wish to participate in, or be bound by, the settlement, you should not return the Consent to Join and Release Form. If you do not timely return a properly completed Consent to Join and Release Form, you will not receive a monetary settlement payment.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

BASIC INFORMATION

1. What is a collective action?

In a “Collective Action,” one or more people called “Named Claimants” sue on behalf of people who have allegedly similar claims. The other BEs who have allegedly similar claims who opt into the Collective Action will become “Collective Members.” You may opt into the Collective Action and participate in the settlement of the arbitration by signing and returning the enclosed Consent to Join and Release Form.

BENEFITS – WHAT YOU GET

2. What does the settlement provide?

AFCU has agreed to pay up to \$850,000.00 into a fund to pay Collective Members’ settlement payments, Arbitrator-approved attorneys’ fees and costs of \$354,875.00, an Arbitrator-approved General Release Payment in the total amount of \$10,000.00 to Named Claimant in exchange for a full general release of her individual claims, payroll and other applicable taxes (except for the employer’s share of payroll taxes), and the Settlement Claims Administrator’s fees and costs.

After deducting the Court-approved attorneys’ fees and costs, Arbitrator-approved General Release Payments, payroll and other applicable taxes (except for the employer’s share of payroll taxes), and the Settlement Claims Administrator’s fees and costs, the remaining amount will be divided among current and former BEs who are covered by the settlement, based on the number of eligible weeks they worked for AFCU as BEs during the Covered Period, pursuant to the settlement formula detailed above. **Settlement checks which are not cashed within 120 days of issuance will be null and void.**

3. How much will my payment be and how was it calculated?

Based on the formula that has been approved by the Arbitrator, in exchange for properly executing and timely returning your Consent to Join and Release Form, you are estimated to receive approximately **<Payment>**, half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2; and half of which will be reported on an IRS Form 1099. The final amount to which you may be entitled may be higher or lower than the estimated amount.

The settlement allocation formula takes into account the number of weeks you worked as a BE during the period covered by the settlement according to AFCU's records, as otherwise detailed above. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 9, below.

HOW YOU GET A PAYMENT

4. How can I get my payment?

To get your payment, you must fully complete the enclosed Consent to Join and Release Form and mail it in the enclosed envelope to the Settlement Claims Administrator postmarked no later than **May 11, 2026**. You may also e-mail or fax the Consent to Join and Release Form to the Settlement Claims Administrator, or submit it electronically online at www.AFCUSettlement.com, so that it is received no later than **May 11, 2026**. The Settlement Claims Administrator's complete contact information is:

AFCU Settlement Claims Administrator
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
Phone: (866) 602-2260
Fax: (888) 495-9746
E-mail: info@cacsg.com
Website: www.cacservicesgroup.com

If you return a properly completed Consent to Join and Release Form to the Settlement Claims Administrator by the deadline, you will be sent a settlement check after the end of the claims period.

5. When will I get my payment?

If you timely return your completed and executed Consent to Join and Release Form, you will be sent a check within approximately five months of submitting your Consent to Join and Release Form. Please be patient.

6. What am I giving up to get a payment and join the Collective?

You will not become a member of the Collective Action and participate in the settlement unless you return a properly completed Consent to Join and Release Form by the deadline. Once you become part of the Collective Action, you cannot sue, continue to sue, or be a party in any other lawsuit or against AFCU about any of the claims at issue in this case or any other federal, state and/or local wage and hour claims. Specifically, you will release AFCU and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers (including CUMIS Insurance Society, Inc.), subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the "Released Parties") from: any and all wage and hour claims that accrued during your employment as a non-exempt classified branch employee while employed by AFCU relating back through the full extent

of the Covered Period, including, without limitations, all state and federal claims for unpaid wages, including but not limited to overtime wages, and related claims for interest, liquidated damages, attorneys' fees, costs, and expenses. It also means that all of the Arbitrator's orders will apply to you and legally bind you.

THE LAWYERS REPRESENTING YOU

7. Do I have a lawyer in this case?

The Arbitrator has decided that the lawyers at the law firm of the Shavitz Law Group, P.A. are qualified to represent you and all Collective Action Members. These lawyers are called "Claimants' Counsel." You will not be charged for these lawyers. You can find more information about Claimants' Counsel at: www.shavitzlaw.com.

Otherwise, if you have any questions, you may contact Claimants' Counsel at:

Gregg I. Shavitz
Paolo Meireles
Tamra C. Givens
Shavitz Law Group, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888
SLG@shavitzlaw.com

You do not need to retain your own attorney in order to participate in the settlement. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will the lawyers be paid?

The Arbitrator has approved payment of \$340,000.00 for attorneys' fees for Claimants' Counsel. These fees will compensate Claimants' Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court also has approved reimbursement to Claimants' Counsel of \$14,875.00 for their out-of-pocket costs.

GETTING MORE INFORMATION

9. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. If there is any discrepancy between this notice and the Settlement Agreement, the terms of the Settlement Agreement will control. You can obtain a copy of the Settlement Agreement by sending a request in writing, to the Settlement Claims Administrator at the contact information listed in Paragraph 4, above, or by visiting www.AFCUSettlement.com. Alternatively, you can contact your lawyers at Shavitz Law Group, P.A. at the contact information listed at Paragraph 7, above. You are not permitted to contact the Arbitrator regarding this matter.

DATED: MARCH 12, 2026

**PRIVATE ARBITRATION
BEFORE ARBITRATOR DENNIS CLIFFORD**

JAMIE JENNINGS,
individually and on behalf all others similarly
situated,

Case No.: CACE26002800

Claimant,

v.

AMERICA FIRST CREDIT UNION,

Respondent.

_____ /

I. CONSENT TO JOIN

<ClaimID> <Barcode>

I hereby consent to join and opt-in to become a claimant for settlement purposes in the above-captioned arbitration (the “Arbitration”) against America First Credit Union (“AFCU”), and to be bound by the settlement approved in the Arbitration. I further agree that the Named Claimant in the Arbitration shall act as my agent and make all decisions on my behalf concerning the Arbitration, including the settlement thereof. I also agree to be bound by the collective action settlement described in the accompanying Notice. I hereby designate the law firm Shavitz Law Group, P.A. to represent me in the Arbitration.

II. RELEASE

In exchange for the consideration described in the Notice of Settlement of Collective Action Arbitration and approved by the Court in this matter, I, by my signature below, fully and completely release AFCU and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers (including CUMIS Insurance Society, Inc.), subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the “Released Parties”) from: any and all wage and hour claims that accrued during my employment as a non-exempt classified branch employee, regardless of exact title, while employed by AFCU relating back to November 3, 2022 through July 15, 2025, including, without limitations, all state and federal claims for unpaid wages, including but not limited to overtime wages, and related claims for interest, liquidated damages, attorneys’ fees, costs, and expenses. Additionally, I represent and warrant that I have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim released herein, or any portion thereof or interest therein, including, but not limited to, any interest in the Arbitration or any related action.

Full Legal Name (print)

Signature

Maiden or Other Names Worked Under

Street Address*

E-mail Address*

City, State and Zip Code*

Cell phone*

Home Telephone Number*

*This information will be redacted and will not be filed in the public record. This information will be used solely for Claimants' Counsel and the Settlement Claims Administrator to communicate with you.

<ClaimID> <Barcode>

AFCU – Deadline 5/11/2026