

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**ADRIANNA JARRETT and MARY NGETHE,  
individually and on behalf of all others similarly situated,**

**Plaintiffs,**

**vs.**

**[24]7.AI, INC.,**

**Defendant.**

**CASE NO. 23-cv-00677-EMC**

**NOTICE OF CLASS ACTION AND  
PROPOSED SETTLEMENT**

**TO:** All current and former hourly-paid individuals engaged by [24]7.ai, Inc. as Customer Service Representatives between February 15, 2020 and June 15, 2024. (the “Class Member(s)”).

**IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND YOU MAY BE ENTITLED TO A MONETARY AWARD. YOUR ESTIMATED MONETARY AWARD IS: \$<<estimated award>>.**

A settlement (the “Settlement”) has been proposed in the lawsuit referenced above, pending in United States District Court for the Northern District of California (the “Court”), titled *Adrianna Jarrett, et al. v. [24]7.ai, Inc.*, Case No. 23-cv-00677-EMC (the “Action”). If the Court gives final approval to the Settlement, Defendant [24]7.ai Inc., (“Defendant”), will provide each Class Member with a payment based on the number of weeks that they were engaged with Defendant as described in this Notice.

Here is a summary of your rights and options, which are described in more detail later in this document. If you have any questions, please contact the Settlement Administrator, [24]7 Settlement c/o Atticus Administration PO Box 64053 Saint Paul, MN 55164.

**1. GENERAL INFORMATION**

The United States District Court for the Northern District of California preliminarily approved a settlement of the collective and class action claims asserted by Plaintiffs Adrianna Jarrett and Mary Ngethe (collectively, “Plaintiffs”) in the Action. If you are or were an individual engaged with Defendant on an hourly basis (i.e., were non-exempt) and holding the position of Customer Service Representative between February 15, 2020 and June 15, 2024, you are eligible to receive payment from the Settlement.

**2. YOUR ESTIMATED PAYMENT INFORMATION**

According to available payroll records, you are a Class Member who worked approximately <<workweeks>> Workweeks during the Class Period. Only weeks worked by you during the Class Period may be considered compensable Workweeks under the Settlement. The Class Period is February 15, 2020 through June 15, 2024. Based on information currently available we estimate your total share of the Settlement will be approximately <<\$estimated award>>. This is only an estimate. The amount you ultimately receive as part of the Settlement may increase or decrease in accordance with the terms of the Settlement and the Court’s orders.

\*\*\*Defendant respects your right to participate in this Settlement and will take no adverse action against you should you accept payment under the Settlement\*\*\*

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>GET A PAYMENT</b>	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by Court.	N/A
<b>EXCLUDE YOURSELF/OPT OUT REQUEST</b>	If you have not previously submitted an opt-in consent form and joined this Action as a FLSA opt-in, and you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Opt Out Request. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Detailed instructions for this option are set forth in Section 17 below.	Deadline: September 19, 2024
<b>OBJECT AND GO TO THE FINAL APPROVAL HEARING</b>	<p>If you have not previously submitted an opt-in consent form and joined this Action as a FLSA opt-in, and you wish to object to the Settlement, you must submit your Objection (i.e., why you do not believe the Settlement is fair or adequate) to the Settlement Administrator. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.</p> <p>The Court will hold a “Final Approval Hearing” to consider the Settlement, the request for Attorneys’ Fees and litigation expenses by the attorneys representing the Class in the Action and the Representative Plaintiffs’ request for Incentive Awards for bringing and maintaining this action.</p> <p>You may, but are not required to, speak at the Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, you must also provide a “Notice of Intention to Appear,” indicating your intention to do so.</p>	<p>Deadline: September 19, 2024</p> <p>Final Approval Hearing Date: November 14, 2024</p>

As noted above, the Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will only be provided if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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## BACKGROUND INFORMATION

### 1. Why did I receive this Notice?

You received this Notice because a Settlement has been reached in this Action. According to available records, you are a member of the Settlement Class and may be eligible for the relief below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 23 below.

### 2. What is this lawsuit about?

The Action alleges that Defendant failed to pay overtime and straight pay wages and is thus subject to damages under state common law and federal law.

Defendant denies Plaintiffs' allegations in their entirety. Defendant contends that it paid all overtime wages and straight pay wages owed and complied with all other requirements of state and federal law. Defendant contends that its affirmative defenses to this Action may otherwise prevent or limit Plaintiffs' collective and/or class claims.

**The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiffs' claims in the Action.**

For information about how to learn about what has happened in this Action to date, please see Section 23 below.

### 3. Why is this a collective and/or class action?

In a collective and/or class action lawsuit, "Representative Plaintiffs" (in this Action, Adrianna Jarrett and Mary Ngethe) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this Action, [24]7.ai, Inc., is called the Defendant.

### 4. Why is there a settlement?

The Representative Plaintiffs made claims against Defendant. Defendant denies that it has done anything wrong or illegal and admits no liability. **The Court has not decided whether the Representative Plaintiffs or the Defendant should win in this Action. Instead, both sides have agreed to a Settlement. The Parties have chosen to settle the Action at this time to avoid additional costs associated with further litigation and/or trial, as well as to obtain finality on the Parties' dispute.**

### 5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: all current and former hourly-paid individuals engaged by Defendant as Customer Service Representatives between February 15, 2020 and June 15, 2024.

### 6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator or Class Counsel for help. The address for the Settlement Administrator is: [24]7 Settlement c/o Atticus Administration PO Box 64053 Saint Paul, MN 55164.

Class Counsel may be contacted as follows:

SOMMERS SCHWARTZ, P.C.

Kevin J. Stoops

[kstoops@sommerspc.com](mailto:kstoops@sommerspc.com)

One Towne Square, Suite 1700

Southfield, Michigan 48076

(248) 355-0300

**THE PROPOSED SETTLEMENT****7. What relief does the Settlement provide to the Class Members?**

Defendant has agreed to fund a settlement with a maximum value of \$1,100,000. This settlement amount will be used to pay the claims of the Class Members, and the following amounts requested by Plaintiffs and subject to Court approval: the fees of providing notice to the Class and administering the Settlement (up to \$40,000); to pay any awards by the Court for Attorneys' Fees (up to \$366,630) and litigation expenses (up to \$40,000) to Plaintiffs' counsel; and any incentive award the Court awards to the Representative Plaintiffs (up to \$5,000 each). The estimated Net Settlement Amount to be used to pay the claims of Class Members is approximately \$643,370.

**Your estimated Settlement Payment is stated on the Workweek Dispute Form included with this Notice.** Your estimated payment was calculated using payroll and employee records available to Defendant. Individual Settlement Payments will be calculated and apportioned as follows:

- (a) The "Net Settlement Amount" shall be calculated by subtracting the payments to Class Counsel, the Representative Plaintiffs, and the Settlement Administrator.
- (b) The Net Settlement Amount shall be split into two buckets: 1) the "FLSA Settlement Payment" bucket, which shall consist of 75% of the Net Settlement Amount; and 2) the "Rule 23 Settlement Payment" bucket, which shall consist of 25% of the Net Settlement Amount.
- (c) After splitting the into the "FLSA Settlement Payment" bucket and the "Rule 23 Settlement Payment" bucket, Individual FLSA and Rule 23 Settlement Payments will be calculated from the amounts in each bucket as follows:
  1. The Settlement Administrator will use the number of Workweek(s) worked by Settlement Class Members during the Class Period, which will be determined based on the information in the Class List Defendant provides to the Settlement Administrator.
  2. Each of the Settlement Class Members is eligible to receive a *pro rata* share of the FLSA Settlement Payment bucket and the Rule 23 Settlement Payment bucket based on their share of the total number of Workweeks during the Class Period.
  3. The value of a single Workweek during the Class Period shall be determined by dividing the FLSA Settlement Payment bucket and the Rule 23 Settlement Payment bucket by the total number of Workweeks during the Class Period worked by all Settlement Class Members. Each Settlement Class Member shall be allocated a gross payment equal to their individual Workweeks during the Class Period multiplied by the value of a single Workweek during the Class Period.
  4. The individual FLSA Settlement Payments and Rule 23 Settlement Payments (collectively, Individual Settlement Payments) shall be allocated as follows: (i) fifty percent (50%) of each Settlement Class Member's Individual Settlement Payments will be allocated to settlement of wage claims (the "Wage Portions"); and (ii) the remaining fifty percent (50%) will be allocated to liquidated damages, penalties and interest. The Settlement Administrator will withhold the Settlement Class Members' share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Settlement Class Members for their net of the FLSA Settlement Payment and Rule 23 Settlement Payment, provided that no Settlement Class Member shall receive an Individual Settlement Payment of less than Twenty Dollars and Zero Cents (\$20.00). The wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The portion allocated to liquidated damages, penalties and interest (i.e., Non-Wage Portions) are not subject to wage withholdings and will be reported in IRS 1099 Forms (if required).

## PAYMENT TO THE CLASS

### 8. How can I get a payment?

If you wish to remain a Class Member and obtain any share of the Settlement to which you may be entitled, then you do not have to do anything and you will automatically receive your Individual Settlement Payments in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this Action. The Individual Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

### 9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on November 14, 2024 to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

### 10. What if I disagree with Defendant's calculation regarding my estimated Settlement Payment?

Settlement Class Members will have the right to challenge the number of Workweeks allocated to them. Class Members shall have until the Objection Period to submit to the Settlement Administrator their dispute in writing ("Workweek Dispute") at the address indicated on the Class Notice. Each Workweek Dispute must: (i) contain the name and case number of the Action; (ii) contain the full name, address, and telephone number of the Class Member; (iii) be signed by the Class Member; (iv) clearly state that the Class Member disputes of the number of Workweeks credited to them and what they contend are the correct numbers to be credited to them; (v) attach any documentation that they have to support the dispute; and (vi) be emailed, postmarked or fax stamped on or before the Objection Period and returned to the Settlement Administrator at the email address, mailing address or fax number specified in the Class Notice. The Settlement Administrator will inform Class Counsel and Defendant's Counsel in writing of any timely submitted Workweeks Disputes. Defendant shall have the right to respond to any Workweek Dispute submitted by any Class Members within ten (10) business days of being informed of a timely submitted Workweek Dispute and shall cooperate in providing the Settlement Administrator with information to determine all such Workweek Disputes. The Settlement Administrator will determine all such Workweek Disputes following Defendant's opportunity to respond. Subject to Court approval, Workweek Disputes will be resolved without hearing by the Settlement Administrator, who will make a decision based on Defendant's records and any documents or other information presented by the Class Member making the Workweek Dispute, Class Counsel, or Defendant.

You can submit the Workweek Dispute Form by mail to the Settlement Administrator at: [24]7 Settlement c/o Atticus Administration PO Box 64053 Saint Paul, MN 55164. Alternatively, you may submit your dispute form via facsimile to 1-888-326-6411 or you can submit your dispute to the Settlement Administrator via e-mail to the following e-mail address: [24-7Settlement@atticusadmin.com](mailto:24-7Settlement@atticusadmin.com).

### 11. If I receive a Settlement Payment will I have to pay taxes on it?

The individual FLSA Settlement Payments and Rule 23 Settlement Payments (collectively, Individual Settlement Payments) shall be allocated as follows: (i) fifty percent (50%) of each Settlement Class Member's Individual Settlement Payments will be allocated to settlement of wage claims (the "Wage Portions"); and (ii) the remaining fifty percent (50%) will be allocated to liquidated damages, penalties and interest. The Settlement Administrator will withhold the Settlement Class Members' share of taxes and withholdings with respect to the wage portion of the Individual Settlement Payments, and issue checks to Settlement Class Members for their net of the FLSA Settlement Payment and Rule 23 Settlement Payment, provided that no Settlement Class Member shall receive an Individual Settlement Payment of less than

Twenty Dollars and Zero Cents (\$20.00). The wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The portion allocated to liquidated damages, penalties and interest (i.e., Non-Wage Portions) are not subject to wage withholdings and will be reported in IRS 1099 Forms (if required). #

**12. No retaliation or discrimination.**

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

**THE LAWYERS IN THIS ACTION**

**13. Do I have a lawyer in this Action?**

The Court has preliminarily approved Sommers Schwartz, P.C. (“Class Counsel”) to represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact Class Counsel as follows:

SOMMERS SCHWARTZ, P.C.  
Kevin J. Stoops  
[kstoops@sommerspc.com](mailto:kstoops@sommerspc.com)  
One Towne Square, Suite 1700  
Southfield, Michigan 48076  
(248) 355-0300

Alternatively, if you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Defendant has agreed to pay Class Counsel’s attorney’s fees up to \$366,630 and litigation of up to \$40,000 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any Attorneys’ Fees or costs.

**15. Will the Plaintiffs receive any compensation for their efforts in bringing and maintaining this Action?**

Plaintiffs Adrianna Jarrett and Mary Ngethe will request incentive awards of up to \$5,000 each for their services as class representatives and their efforts in bringing and maintaining this action. The Court will make the final decision as to the amount to be paid to the Plaintiffs.

**RELEASE OF ALL CLAIMS**

**16. What am I giving up to obtain relief under the Settlement?**

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. The claims include the following:

“Settled FLSA Claims” means and any all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, whether known or unknown, that arise during the Class Period and that are based on or are reasonably related to claims for unpaid wages (including but not limited to claims for regular wage, overtime and gap time) under the FLSA. Settled FLSA claims exclude claims that are: (i) not based on or reasonably related to the claims asserted in the Action; and/or (ii) expressly non-waivable under the law, including claims for retaliation, wrongful termination, unemployment, disability, worker’s compensation; and/or (iii) outside of the Class Period.

“Settled Rule 23 Class Claims” means and any all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, whether known or unknown, that arise during the Class Period and that are based on or are reasonably related to claims under applicable state and common law wage theories (including but not limited to claims for breach of contract and/or unjust enrichment). Settled Rule 23 Class claims exclude claims that are: (i) not based on or

reasonably related to the claims asserted in the Action; and/or (ii) expressly non-waivable under the law, including claims for retaliation, wrongful termination, unemployment, disability, worker's compensation; and/or (iii) outside of the Class Period. #

As of the Effective Date<sup>1</sup> and full funding of the Gross Settlement Amount,<sup>2</sup> all Settlement Class Members<sup>3</sup> shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Settled FLSA Claims and Settled Rule 23 Class Claims during the Class Period against any and all Released Parties.

The Released Parties shall mean Defendant [24]7.ai, Inc. and each of its parent companies, subsidiaries, affiliates, assigns, predecessors, successors, owners (whether managers, partners, shareholders), directors, employees (current and former), board members and agents.

Release Language on FLSA Claim Settlement Checks. The Settlement Administrator shall include the following release language on the back of each FLSA Claim settlement check, as appropriate:

- a. For Collective Opt-Ins: "This check is your FLSA Settlement Payment in connection with the court-approved collective and class action Settlement in the Action entitled *Jarrett et al v. [24]7.ai, Inc.*, Case No. 23-cv-00677-EMC, pending in the United States District Court, Northern District of California (the "Action"). You previously submitted a consent to join form and affirmatively joined the action as a FLSA opt-in. By signing or cashing your check, you acknowledge that you are participating in the Settlement and that you are releasing the Settled FLSA Claims against the Released Parties (as those terms are defined in the Class Notice)."
- b. For Rule 23 Members: "This check is your FLSA Settlement Payment in connection with the court-approved collective and class action Settlement in the Action entitled *Jarrett et al v. [24]7.ai, Inc.*, Case No. 23-cv-00677-EMC, pending in the United States District Court, Northern District of California, (the "Action"). By signing or cashing this check,

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<sup>1</sup> "Effective Date" means 1) if there are no objections to the Settlement, the first business day following the last of the following occurrences: (i) the date the Court enters the Final Approval Order and Judgment; (ii) if there is an objection, but no appeal is taken from the Final Approval Order and Judgment, thirty-one (31) calendar days after the Court enters the Final Approval Order and Judgment; or (iii) if an appeal is taken from the Final Approval Order and Judgment, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final and complete judicial approval of this Agreement in its entirety, with no further challenge to the Agreement being possible.

<sup>2</sup> "Gross Settlement Amount" means a total payment of One Million and One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00) payable by Defendant under this Agreement. The Gross Settlement Amount includes all Attorneys' Fees, Attorney's Costs, Settlement Administration Costs, Incentive Award(s) to Plaintiffs, all employee taxes for the wage portion of any Individual Settlement Payment(s), and the Net Settlement Amount to Class Members. In no event shall Defendant be required to pay any amounts above the Gross Settlement Amount to effectuate this Agreement, except that Defendant shall pay all employer side taxes separately and in addition to the Gross Settlement Amount.

<sup>3</sup> Comprised of: (i) the Collective Opt-Ins (*i.e.*, the 848 non-exempt CSRs, including Plaintiffs, who joined this Action by submitting opt-in consent forms (available at Dkt. Nos. 1-3; 1-4; 50-1; 51-1; 52-1; 53-1; 54-1; 55-1; 56-1; 57-1; 58-1; 59-1; 60-1; 61-1; 62-1; 63-1; 64-1; 67-1; 68-1; 70-1; 71-1; 72-1; 73-1; 74-1; 75-1; 76-1) following Court approval of pre-discovery conditional certification in this Action pursuant to 29 U.S.C. § 216(b)); and (ii) the 3,133 non-exempt CSRs who were engaged by Defendant during the Class Period who do not timely file Opt Out Requests and consent to the terms of the Settlement by negotiating checks in the gross amount of their Individual Settlement Payments.



#  
you are consenting to join the Action and are fully, finally, and forever releasing, settling, compromising, relinquishing, and discharging the Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, whether known or unknown, that arise during the period of February 15, 2020 through June 15, 2024 and that are based on or are reasonably related to claims for unpaid wages (including but not limited to claims for regular wages, overtime, and gap time) under the FLSA. By signing or cashing your check, you acknowledge that you have read the Class Notice, that you consent to join the Action as a FLSA opt-in and participate in the Settlement, and that you are releasing the Settled FLSA Claims against the Released Parties (as those terms are defined in the Class Notice).”

Release Language on Rule 23 Settlement Checks. The Settlement Administrator shall include the following release language on the back of each Rule 23 Settlement check:

“This check is your Rule 23 Settlement Payment in connection with the court-approved collective and class action Settlement in the Action entitled *Jarrett et al v. [24]7.ai, Inc.*, Case No. 23-cv-00677-EMC, pending in the United States District Court, Northern District of California, (the “Action”). By signing or cashing this check, you are fully, finally, and forever releasing, settling, compromising, relinquishing, and discharging the Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and description whatsoever, whether known or unknown, that arise during the period of February 15, 2020 through June 15, 2024, and that are based on or are reasonably related to claims under applicable state and common law wage theories (including but not limited to claims for breach of contract and/or unjust enrichment). By signing or cashing your check, you acknowledge that you have read the Class Notice, that you consent to participate in the Settlement, and that you are releasing the Settled Rule 23 Class Claims against the Released Parties (as those terms are defined in the Class Notice).”

## HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

### 17. How do I exclude myself from the Settlement?

If you have not previously submitted an opt-in consent form and joined this Action as a FLSA opt-in, you may exclude yourself from the Class and the Settlement (*i.e.* “opt out”) by submitting an Opt Out Request. “Opt Out Request” means a request by a Rule 23 Member to be excluded from the Settlement. Each “Opt Out Request” must: (i) contain the name and case number of the Action; (ii) contain the full name, address, and telephone number of the Rule 23 Member requesting exclusion from the Settlement; (iii) be signed by the Rule 23 Member; (iv) contain a clear written statement indicating that the Rule 23 Member seeks exclusion from the Settlement; and (v) be emailed, postmarked or fax stamped on or before the Objection Period and returned to the Settlement Administrator at the email address, mailing address or fax number specified in the Class Notice. Specifically, your Opt Out Request must be received by September 19, 2024.

## HOW TO OBJECT TO THE SETTLEMENT

### 18. How do I tell the Court that I do not like the Settlement?

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval. You can ask the Court to deny approval by filing an objection. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the Settlement.

You may object to the Settlement in writing. You may also appear at the Fairness Hearing at the date, time and location stated in Section 21 below.

A valid “Objection” means: an objection to the Settlement that a Rule 23 Member submits in writing to the Settlement Administrator. Each Objection must: (i) contain the name and case number of the Action; (ii) contain the full name, address, and telephone number of the objecting Rule 23 Member; (iii) be signed by the Rule 23 Member; (iv) contain a written statement of all grounds for the Objection accompanied by any legal support for such Objection; (v) contain copies of any papers, briefs, or other documents upon which the Objection is based; and (vi) be emailed, postmarked or fax stamped on or before the Objection Period (as defined below) and returned to the Settlement Administrator at the email address, mailing address and/or fax number specified in the Class Notice. **If a Rule 23 Member submits both an Objection and an Opt Out Request, he or she will be excluded from the Settlement and the Objection will not be considered.** Specifically, to be valid your objection must be received by September 19, 2024.

If you make an objection and the Court disagrees with your objection and grants final approval of the Settlement, you will have released all Released Claims against Released Parties as described in Section 16 above and will receive your Individual Settlement Payment.

**IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.**

**19. What is the difference between excluding myself and objecting to the Settlement?**

Objecting is telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**FINAL APPROVAL HEARING**

**20. What is the Final Approval Hearing?**

The Court has preliminarily approved the Settlement, meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class; to consider the award of Attorneys’ Fees and expenses to Class Counsel and to consider the request for incentive awards for Plaintiffs.

**21. When and where is the Final Approval Hearing?**

On November 14, 2024, at 1:30 p.m., a hearing will be held to determine final approval of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement’s final approval. The hearing will take place before the Honorable Edward M. Chen in Courtroom 4, 17<sup>th</sup> Floor of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California 94102. The hearing may be conducted virtually (e.g. via Zoom) at the Court’s discretion. The hearing may be postponed to a different date, time or location without notice. It is not necessary for you to appear at this hearing unless you want to object to the Settlement. If you intend to speak at the Final Approval Hearing, you must also provide a “Notice of Intention to Appear,” indicating your intention to do so.

**22. May I speak at the hearing?**

At the hearing, the Court will be available to hear any objections and arguments concerning final approval of the Settlement. You may attend, but you do not have to.

**ADDITIONAL INFORMATION****23. How do I get more information?**

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and/or the Complaint filed in the Action, please visit the following website [www.24-7Settlement.com](http://www.24-7Settlement.com), or the United States District Court for the Northern District of California Court Clerk's Office during regular business hours at [www.cand.uscourts.gov](http://www.cand.uscourts.gov).

**24. What if my address or other information has changed?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by sending in the Workweek Dispute Form. Alternatively, you may contact the Settlement Administrator at: [24]7 Settlement c/o Atticus Administration PO Box 64053 Saint Paul, MN 55164.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE CLASS LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

**JARRETT v. [24]7.AI, INC.**  
**U.S. District Court for the Northern District of California**  
**No. 23-cv-00677-EMC**

**CLASS ACTION SETTLEMENT**

**CLASS MEMBER INFORMATION SHEET: CONTACT AND PERSONNEL INFORMATION**

IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT OF THE *Jarrett v. [24]7.ai, Inc.* CLASS ACTION, REVIEW THE INFORMATION BELOW TO CONFIRM THAT YOUR CONTACT AND PERSONNEL INFORMATION IS CORRECT.

IF THIS INFORMATION IS ACCURATE, DO NOT RETURN THIS SHEET: YOU AUTOMATICALLY WILL RECEIVE YOUR INDIVIDUAL SETTLEMENT PAYMENTS UNLESS YOU SUBMIT AN OPT OUT REQUEST FORM.

IF THE INFORMATION BELOW IS NOT CORRECT, PROVIDE CORRECTED INFORMATION, DATE AND SIGN THIS FORM (AT THE BOTTOM OF THE PAGE), AND MAIL IT, POSTMARKED **NOT LATER THAN SEPTEMBER 19, 2024** TO:

24.7 Settlement Administrator  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164  
Email: [24-7Settlement@atticusadmin.com](mailto:24-7Settlement@atticusadmin.com)

**PERSONNEL INFORMATION FOR CLASS MEMBER RECEIVING THIS NOTICE**

1. Your Name:
2. Your Mailing Address:
3. Your Social Security Number:
4. Your Email Address:
5. Total number of Workweeks you were engaged with Defendant [24]7.ai, Inc. as a Customer Service Representative between February 15, 2020 and June 15, 2024 (your “Workweeks”):
6. Your estimated total Individual Settlement Payment:

IF ANY OF THE INFORMATION SHOWN ABOVE (NUMBERS 1 TO 5) IS NOT CORRECT, PLEASE INDICATE BELOW. IF YOU ARE DISPUTING ANY INFORMATION IN NUMBERS 4 TO 5 SHOWN ABOVE, STATE WHAT YOU BELIEVE TO BE THE CORRECT INFORMATION AND ATTACH ANY DOCUMENTATION THAT SUPPORTS YOUR CONTENTION. #

<b>Corrected Information</b>	
1. Your <i>corrected</i> name:	_____
2. Your <i>corrected or missing</i> mailing address (include telephone number, starting with area code):	_____ _____ _____
3. <i>Corrected or missing</i> Social Security number:	___ - ___ - ____
4. <i>Corrected or missing</i> email address	_____
5. <i>Corrected</i> number of Workweeks you were engaged with Defendant [24]7.ai, Inc. as a Customer Service Representative between February 15, 2020 and June 15, 2024 (your "Work Weeks"):	_____

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Signature)

**PLEASE REMEMBER: IT IS YOUR OBLIGATION TO INFORM THE SETTLEMENT ADMINISTRATOR OF ANY CHANGE TO YOUR MAILING ADDRESS PRIOR TO YOUR RECEIPT OF YOUR SETTLEMENT SHARE. FAILURE TO UPDATE YOUR MAILING ADDRESS MAY PREVENT YOUR RECEIPT OF YOUR INDIVIDUAL SETTLEMENT PAYMENTS.**