

August 27, 2012

IMPORTANT NOTICE TO POTENTIAL CLASS MEMBERS

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

- TO:** All former and current hourly, non-exempt account managers, manager trainees, sales managers, customer service representatives, and product technicians who worked in Aaron's, Inc.'s company-owned stores at any time between June 28, 2009 and October 11, 2012.
- RE:** Your right to join a conditionally certified collective action in which the plaintiff seeks allegedly unpaid overtime compensation because he claims that Aaron's failed to pay him for meal periods during which he performed work.

1. PURPOSE OF THIS NOTICE

This Notice informs you of a conditionally certified collective action under the Fair Labor Standards Act ("FLSA"), advises you of your rights as a potential class member, and tells you how you can exercise your choice to be included in the action. If you wish to be included in this collective action, you must sign and return the enclosed Consent Form as explained below.

2. DESCRIPTION OF THE ACTION

On October 27, 2011, this collective action was filed against Defendant Aaron's, Inc. ("Aaron's") in the United States District Court for the Northern District of Ohio. On February 22, 2012, it was transferred to the Northern District of Georgia, Case No. 1:12-cv-00563-AT. The action was filed on behalf of the named Plaintiff Kurtis Jewell and all other similarly-situated individuals. The court authorized this notice to be sent to individuals who may be eligible to participate in the case.

Plaintiff Kurtis Jewell was employed by Aaron's in various positions including account manager, manager trainee, and sales manager. He alleges that Aaron's violated the FLSA by:

- **failing to pay its hourly, non-exempt account managers, manager trainees, sales managers, customer service representatives, and product technicians for meal periods during which they performed work.**

Plaintiff alleges that he and other purportedly similarly-situated individuals are entitled to recover from Aaron's: (a) unpaid overtime compensation; (b) liquidated damages; (c) attorneys' fees; and (d) costs under the FLSA. **Aaron's has denied these charges and believes it has properly paid its employees. Aaron's policy is that employees must take an uninterrupted 30-minute break each day.**

The Court has not yet decided whether Plaintiff or Aaron's is correct. The right to recover these wages for any Plaintiff has not been established and is not guaranteed or certain.

3. YOUR RIGHT TO PARTICIPATE IN THIS ACTION

Plaintiff seeks to sue not only for himself but also for other persons with whom he is similarly situated. Plaintiff alleges that those individuals consist of former and current hourly, non-exempt account managers, manager trainees, sales managers, customer service representatives, and product technicians employed by Aaron's at any time between June 28, 2009 and October 11, 2012 who were not paid for meal periods during which they performed work. Plaintiff alleges that, if you fit this definition, you have the right to participate in this action by filing a signed Consent Form.

Although you have a right to join this lawsuit at this time, Aaron's believes that employees working in those various positions are not similarly situated to one another because they perform different duties and are paid differently from one another. Aaron's also believes that each employee's individual circumstances determine when and for how long he or she takes a meal period each day.

4. HOW TO PARTICIPATE IN THIS ACTION

To join this collective action, you must sign and return the enclosed "Consent Form." You can return the Consent Form by: (a) mailing it to Plaintiff's counsel in the self-addressed and postage-prepaid envelope included with this Notice; (b) faxing the form to Plaintiff's counsel at 216-367-5445; or (c) scanning the form and emailing it to Plaintiff's counsel at consent@lazarolawfirm.com.

The signed Consent Form must be postmarked, faxed, or emailed by September 26, 2012. If Plaintiff's counsel does not receive your postmarked, faxed, or emailed Form by October 11, 2012, you will not be included in the class. It is important that you return the Consent Form as soon as possible because the time period for which you can seek payment for your unpaid wages will depend on when this form is filed with the Court. If you lose or misplace the enclosed Consent Form, or if you have any questions about filling out or returning the Consent Form, you may contact Plaintiff's counsel listed in paragraph 8 of this Notice.

5. NO RETALIATION PERMITTED

In compliance with applicable laws and Aaron's policies, Aaron's will not take any action against you for participating in this lawsuit, if you so choose.

6. EFFECT OF JOINING THIS ACTION

If you join this collective action, you will be bound by any judgment that is rendered, whether favorable or unfavorable, and share in any recovery. You will also be bound by, and share in, any settlement that may be reached on behalf of the class.

By joining this action, you designate the named Plaintiff as your agent to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning fees and costs, the entering into a settlement agreement with Aaron's, and all other matters pertaining to this action. While this suit is proceeding, Plaintiff's counsel will assist you if you are required to respond to written questions, provide documents in your possession, or testify in a deposition or in court.

If you choose to opt into the case, you have the right to retain your own counsel. If you do not retain your own counsel, you will be represented by the attorneys who represent Mr. Jewell in this action. Mr. Jewell has entered into a contingency fee agreement with Plaintiff's counsel, which means that if there is no recovery, there will be no attorneys' fees or costs chargeable to you. If there is a recovery of wages,

liquidated damages, and/or attorneys' fees and costs, the contingency fee percentage payable to Plaintiff's counsel will be thirty-three and one-third percent (33-1/3%) of your total recovery. Costs expended by Plaintiff's counsel on your behalf will be deducted from your remaining recovery. If Aaron's agrees to or is ordered to pay an amount of attorneys' fees and costs that equals or exceeds the amount owed under the contingency fee, Plaintiff's counsel will accept the amount that Aaron's agrees to or is ordered to pay, causing you to not incur any attorneys' fees or costs under this agreement.

7. NO LEGAL EFFECT OF NOT JOINING THIS ACTION

If you choose not to join this action, you will not be bound by any judgment or settlement, whether favorable or unfavorable, and you will not share in any recovery. You will be free to file your own lawsuit; however, the pendency of this action will not stop the running of the statute of limitations as to any claims you may have until you file your own lawsuit.

8. YOUR LEGAL REPRESENTATION IF YOU JOIN

You have the right to seek other legal counsel should you choose to do so. However, if you choose to sign and return the attached Consent Form, you will be represented by:

Jason R. Bristol
Thomas A. Downie
Cohen Rosenthal & Kramer LLP
The Hoyt Block Building, Suite 400
700 West St. Clair Avenue
Cleveland, Ohio 44113
Phone: 216-781-7956
Facsimile: 216-781-8061
jbristol@crklaw.com
tdownie@crklaw.com

Anthony J. Lazzaro
The Lazzaro Law Firm, LLC
920 Rockefeller Building
614 W. Superior Avenue
Cleveland, Ohio 44113
Phone: 216-696-5000
Facsimile: 216-696-7005
anthony@lazzarolawfirm.com

Blake Andrews
Blake Andrews Law Firm, LLC
2221 Peachtree Road NE, Suite X5
Atlanta, GA 30309
Telephone: 770-828-6225
Facsimile: 866-828-6882
blake@andrewsstembridge.com

9. AARON'S IS REPRESENTED BY:

Brett C. Bartlett
Louisa J. Johnson
SEYFARTH SHAW LLP
1075 Peachtree Street NE, Suite 2500
Atlanta, Georgia 30309
Telephone: (404) 885-1500
Facsimile: (404) 892-7056
bbartlett@seyfarth.com
lojohnson@seyfarth.com

10. FURTHER INFORMATION

Further information about this Notice or the action may be obtained from Plaintiff's counsel at 216-781-7956 or 216-696-5000. The call is free and confidential.

THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFF'S CLAIMS OR OF AARON'S DEFENSES.