

The Honorable Taki Flevaris  
Hearing Date: January 2, 2026  
Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

ALAN HUANG, individually and on behalf of  
all those similarly situated,

Plaintiff,

vs.

MAKOTZ CORPORATION, a Washington  
Corporation,

Defendant.

No. 25-2-06249-0 SEA

DECLARATION OF ARI ROBBINS  
GREENE IN SUPPORT OF  
PLAINTIFF'S UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
CLASS NOTICE

I, Ari Robbins Greene, declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

1. I am an attorney with Hones Law PLLC ("Hones Law"), counsel for the Plaintiff herein. I make the following statements of personal knowledge.

**I. QUALIFICATIONS OF COUNSEL**

2. I am a 2018 graduate of University of Washington School of Law. Following graduation, I worked for the Washington State Attorney General's Office as an Assistant Attorney

1 General. In 2021, I began prosecuting employment actions and became a member of the  
2 Washington Employment Lawyers Association (“WELA”). I have worked for plaintiff firms and  
3 in collaboration with several firms focused on complex litigation for policy holders and employees.

4 3. I have considerable experience in complex wage and hour litigation representing  
5 employees in both individual and class disputes. In addition to representing numerous individual  
6 plaintiffs through final resolution of their disputes, I have been appointed as class counsel in dozens  
7 wage and hour class actions in the state courts of Washington and have developed expertise in this  
8 specialized area of law.

9 4. I am aware from my involvement with this case that Lasher Holzapfel Sperry &  
10 Ebberson PLLC is experienced in the defense of complex litigation.

## 11 II. INVESTIGATION AND SETTLEMENT NEGOTIATIONS

12 5. On behalf of Plaintiff Alan Huang (“Named Plaintiff”), we filed the putative class  
13 action complaint in this matter on February 24, 2025, on behalf of all individuals currently or  
14 formerly employed by Defendant in Washington state and paid on an hourly basis, alleging that  
15 Defendant had violated Washington’s Industrial Welfare Act (“IWA”), RCW 49.12, Minimum  
16 Wage Act (“MWA”), RCW 49.46, Wage Payment Act (“WPA”), RCW 49.48, and Wage Rebate  
17 Act (“WRA”), RCW 49.52, by failing to provide required meal periods, failing to pay overtime  
18 rate where necessary, and willfully withholding wages for the foregoing violations.

19 6. Over the months following, the parties engaged in written discovery and in good  
20 faith and arm’s length settlement discussions including a full day mediation with Teresa Wakeen  
21 of Wakeen & Associates Mediation Services, a mediator I know to be experienced in the legal  
22 issues in this case. Those negotiations resulted in the proposed Settlement Agreement which is  
23 attached hereto as **Exhibit 1**. The settlement provides a gross settlement amount of \$187,500.00  
24 to pay damages to the Settlement class, attorney’s fees and costs, settlement administration fees,  
25 and a service award to the Named Plaintiff.

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All individuals employed by any restaurants or entities owned by and/or operated by Defendant in Washington state in positions paid on an hourly basis at any time on or after February 20, 2022 up to and including the date of the Court's preliminary approval of the settlement.

9. As part of negotiating an acceptable settlement number, Counsel analyzed timekeeping and payroll data produced to determine the number of possible meal period violations, the amount of unpaid hours at the overtime rate, the exemplary damages, and total unpaid wages to the class.

11. Individual Settlement Class Member awards will be calculated proportionally based on the number of hours worked by all Participating Class Members during the relevant class period.

13. Individual settlement awards will be allocated 50% as back pay reported on IRS Form W-2 and 50% as interest and other damages reported on IRS Form 1099-MISC.

DECLARATION OF ARI ROBBINS GREENE IN SUPPORT  
OF PLAINTIFF’S UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT AND CLASS NOTICE - 3

1                                   **IV. BENEFITS OF THE PROPOSED SETTLEMENT AND**  
2                                   **RISKS OF CONTINUED LITIGATION**

3           15.     I believe the proposed Settlement is in the best interests of the Class as a whole. I  
4 base this recommendation on my experience as Class Counsel in many wage and hour class action  
5 cases. More specifically, as a result of my involvement in and research of previous wage and hour  
6 cases, I have developed significant familiarity and experience with the laws governing these  
7 claims, the strengths and risks of these cases, and the defense strategies in defending these cases.

8           16.     In addition to the general risks of any lawsuit, there are several specific risks in this  
9 case that could result in significant reduction or complete denial of recovery to the Class if  
10 litigation were to proceed. These include:

- 11                 • Defendant's ability to fund a final judgment;  
12                 • Delay from appeal on a final order;  
13                 • Defendant may ultimately prevail on appeal regarding the issue of the remedy for  
14                     untimely, short, or otherwise curtailed meal periods and/or whether exemplary  
15                     damages apply;  
16                 • The Court may find more limited damages than the assumptions underlying the  
17                     Settlement Agreement.

18           17.     The Settlement avoids these significant, identifiable risks that could preclude,  
19 reduce, or delay recovery by all or a large portion of the Settlement Class. Additionally, in the  
20 absence of settlement, Plaintiffs would incur significant costs in additional discovery and motions  
21 practice, expert fees to further analyze Defendant's payroll and timekeeping data, interview  
22 witnesses, and the costs of trial. Finally, the Settlement avoids the potential for additional delays  
23 in the outcome of the case, including delays from interlocutory or post-judgment appeals.  
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**VI. ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE FEE**

19. At the time of final approval, we will ask the Court to approve an attorney's fees award of \$56,250.00 or 30% of the Settlement Fund, plus actual litigation costs of no more than \$20,000.00

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DATED at Seattle, Washington this 18th day of December, 2025.

/s/  
Ari Robbins Greene WSBA #54201

# **EXHIBIT 1**

## CLASS ACTION SETTLEMENT

This Stipulation of Settlement (this “Agreement”) is entered into as of December 11, 2025 by, between and among (a) Alan Huang, individually and on behalf of all class members as defined herein (“**Plaintiff**”) and (b) Makotz Corporation (“**Defendant**” or “**Makotz**”). Collectively, Plaintiff and Makotz shall be referred to as the “**Parties**.”

### 1. RECITALS.

WHEREAS, on February 24, 2025, Plaintiff filed a putative collective and class action against Makotz in the King County, Washington Superior Court styled *Alan Huang, individually and on behalf all those similarly situated v. Makotz Corporation*, King County Superior Court, Case No. 25-2-06249-0 SEA (the “**Class Action**”), alleging that Makotz violated Washington’s Industrial Welfare Act (“IWA”), RCW 49.12, Minimum Wage Act (“MWA”), RCW 49.46, Wage Payment Act (“WPA”), RCW 49.48 and Wage Rebate Act (“WRA”), RCW 49.52.

WHEREAS, on October 3, 2025, the Parties attended a mandatory mediation conducted by Teresa Wakeen of Wakeen and Associates, and the Parties reached an agreement for the resolution of all claims in the Class Action;

WHEREAS, prior to the mediation, Plaintiff obtained through formal and informal discovery documents and information regarding Plaintiff’s alleged causes of action to prepare for and participate in good faith in the mediation and negotiation process;

WHEREAS, the Court has not yet considered, let alone granted, class certification;

WHEREAS, the Parties have a bona fide dispute whether Defendant is liable for any damages at all, whether for regular wages, overtime premium, tips, or any other amounts purportedly owed; and

WHEREAS, Makotz explicitly and expressly denies every allegation of liability, wrongdoing, and damages, but it desires to conclude the litigation and settle on a class-wide basis under the Agreement due to the time and expense of continued litigation;

NOW, THEREFORE, for good and valuable consideration provided for herein, it is agreed by, between, and among the Parties that, subject to Court approval, the Class Action shall be fully and completely settled according to the following terms and conditions:

### 2. DEFINITIONS.

“**Administration Expenses Payment**” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement.

“**Agreement**” means this Stipulation of Class Action Agreement, including any permitted and executed amendments and exhibits hereto.

**“Class Member”** means all individuals employed by any restaurants or entities owned by and/or operated by Defendant in Washington state in positions paid on an hourly basis at any time on or after February 20, 2022 up to through the date of the Court's preliminary approval of the settlement..

**“Class Action”** means the action titled *Alan Huang, individually and on behalf all those similarly situated v. Makotz Corporation*, King County Superior Court, Case No. 25-2-06249-0 SEA.

**“Class Counsel”** means the law firm of Hones Law, PLLC

**“Class Counsel Fees Payment”** and **“Class Counsel Litigation Expenses Payment”** means the amounts allocated to Class Counsel for reimbursement of reasonable attorney’s fees, and expenses incurred to prosecute the Class Action.

**“Class Data”** means Class Member identifying information in Defendant’s possession which Defendant shall provide to the Settlement Administrator containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known email address (if any) (4) last known telephone number (if any); (5) Social Security number or tax ID number. The Class Data shall also include: (6) start and end dates of active employment; (7) total hours worked per Class Member during the Class Period; (8) total hours worked by all Class Members during the Class Period and (9) any other information or documents reasonably required and requested by the Settlement Administrator to effectuate the terms of the Agreement.

**“Class Notice”** means the notice of the proposed settlement to be provided to Class Members (**“Exhibit A”** hereto).

**“Class Period”** means the period of time from February 20, 2022 to through the date of the Court's preliminary approval of the settlement.

**“Class Representative Service Payment”** means the payment of Twenty-Two Thousand and Give Hundred Dollars (\$22,500), subject to Court approval, as consideration for the Class Representative’s efforts and for his general release of claims as set forth in Section 4.2.

**“Court”** means the King County Superior Court of the State of Washington.

**“Defendant”** means Makotz Co., LLC d/b/a Makotz Co.

**“Defendant’s Counsel”** means Aaron E. Schwartz of the law firm of Lasher Holzapfel Sperry & Ebberson, PLLC.

**“Effective Date”** means (i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such



appeal(s) is dismissed or the Court's Final Approval Order is affirmed on appeal, including time for petition for rehearing, petition for panel and/or en banc review, or petition for writ of certiorari has expired; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement.

**"Final Approval Hearing"** means the hearing at which the Court will make a final determination as to whether the terms of the Agreement are fair, reasonable, and adequate, and whether the settlement should be finally approved by the Court.

**"Final Approval Order"** means the order entered by the Court after the Final Approval Hearing approving the Settlement.

**"Gross Settlement Amount"** means One Hundred and Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00) inclusive of all payments and costs arising from or related to this Settlement, including without limitation: all Individual Class Payments to Participating Class Members; the Class Representative Service Payment; the Class Counsel Fees Payment; the Class Counsel Litigation Expenses Payment; the Administration Expenses Payment; and the employer's share of payroll taxes due on the wage portions of Individual Class Payments. The Gross Settlement Amount is non-reversionary; no portion shall revert to Defendant.

**"Individual Class Payment"** means the Participating Class Member's share of the Net Settlement Fund calculated according to the number of hours worked in eligible positions during the Class Period.

**"Net Settlement Fund"** means the Gross Settlement Amount, less the following payments in amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

**"Non-Participating Class Member"** means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

**"Participating Class Member"** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

**"Parties"** means collectively, the Plaintiff and the Defendant.

**"Plaintiff"** means Alan Huang.

**"Preliminary Approval"** means the Court's order granting preliminary approval of the Settlement.

**"Preliminary Approval Order"** means the proposed order preliminarily approving the Settlement and directing notice to the Class.

**“Released Claims”** means the claims against the Defendant that the Plaintiff and Participating Class Members shall release consisting of all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys’ fees and costs actually incurred), and statutory damages, punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, owners, managers, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Makotz based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, et seq.), (which Class Members will be deemed to have voluntarily opted-in to the Settlement by not requesting exclusion and negotiating or depositing their Individual Class Payment); the Washington Industrial Welfare act, the Washington Wage Rebate Act, and the Washington Minimum Wage Act.

**“Request for Exclusion”** means a request by a Class Member to be excluded from the class that meets all the requirements for exclusion as set out in this Agreement and as ordered by the Court.

**“Settlement”** means the settlement contemplated by this Agreement.

**“Settlement Administrator”** means the third-party settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement.

### 3. **SETTLEMENT FUND.**

3.1 **Gross Settlement Amount and All-in Nature.** Makotz shall pay a total, all-in Gross Settlement Amount of \$187,500.00 and no more. The Gross Settlement Amount is inclusive of all payments and costs arising from or related to this Agreement, including without limitation: all individual Class Payments to Participating Class Members, whether for regular wages, overtime premium, or any other amount purportedly owed; Class Counsel’s Fee Payment and Class Counsel’s Litigation Expenses Payment; Class Representative Service Payment; Administration Expenses Payment; and the Participating Class Members’ share of payroll taxes due on the wage portions of Individual Class Payments. Other than the employer’s portion of payroll taxes, Makotz shall not be required to pay more than the gross total of \$187,500.00. This settlement is non-reversionary, meaning none of the Gross Settlement Amount shall revert to Makotz.

3.2 **Payments from Gross Settlement Amount.** The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 **Award to Plaintiff.** Class Counsel shall apply to the Court to approve a Class Representative Service Payment and Full Release for Plaintiff in an amount not to exceed Twenty Two Thousand and Five Hundred Dollars (\$22,500.00), exclusive of any amount he is entitled to receive as a Participating Class Member, subject to approval by the Court, separate from and in addition to any Individual Class Payment.

3.2.2 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Gross Settlement Amount concurrently with the submission of their motion in support of the final order and judgment. Class Counsel will also request reimbursement for actual reasonable costs spent in litigating this case, not to exceed \$20,000.00. These funds shall be sought to compensate Class Counsel for fees and expenses incurred in connection with the litigation. Approved fees and costs shall be paid from the Gross Settlement Amount.

3.2.3 **Administration Expenses Payment.** The Settlement Administrator shall be responsible for duties such as disseminating class notice, distributing settlement payments, managing Class Data, receiving written Requests for Exclusion, and such other administrative duties as are necessary to implement this Agreement. The Settlement Administrator shall be paid its reasonable fees and costs for services necessary to implement this settlement, not to exceed \$12,000.00 approved by the Court based on the Administrator's bid or declaration. To the extent the administration expenses are less, or the Court approves, the Settlement Administrator will include the remainder as part of the Net Settlement Fund.

3.2.4 **To Each Participating Class Member.** An Individual Class Payment calculated by (a) dividing the Net Settlement Fund by the total number of hours worked in hourly non-exempt positions at Makotz by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's hours worked in hourly non-exempt positions at Makotz during the Class Period.

3.2.5 **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments.

3.2.6 **Cy Pres/ Residual Funds.** For any Individual Class Payment that remains uncashed after the ninety (90) day void date, the Settlement Administrator shall: (a) transmit fifty percent (50%) of the uncashed amount to the Washington State Unclaimed Property fund in the name of the Participating Class Member; and (b) transmit fifty percent (50%) of the uncashed amount to the Legal Foundation of Washington pursuant to CR 23(f). No portion of the Gross Settlement Amount shall revert to Defendant.

3.2.7 **Administrator Calculations; Verification.** Prior to disbursement of Individual Class Payments and tax remittances, the Settlement Administrator shall provide

Defendant and Plaintiff with a summary report of (i) the calculation methodology; (ii) total hours and pro-rata allocations; and (iii) employer-side payroll tax computations. Defendant shall have seven (7) business days to review and notify the Administrator and Class Counsel of any facial errors. This verification period shall not unreasonably delay issuance of payments.

3.2.8 **Administrator Errors**. If the Administrator discovers or is notified of any material error in calculations or distributions, the Administrator shall promptly correct the error in consultation with the Parties and, if necessary, seek direction from the Court.

#### 4. RELEASES OF CLAIMS.

4.1 **Releases**. Upon the Effective Date, the Plaintiff and all Participating Class Members, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Makotz based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*), ("FLSA") (29 U.S.C. Section 201, *et seq.*) (which Class Members will be deemed to have voluntarily opted-in to the Settlement by not requesting exclusion and negotiating or depositing their Individual Class Payment); and Washington's Industrial Welfare Act ("IWA"), RCW 49.12, Minimum Wage Act ("MWA"), RCW 49.46, Wage Payment Act ("WPA"), RCW 49.48 and Wage Rebate Act ("WRA"), RCW 49.52.

Plaintiff and the Participating Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiff and Participating Class Members expressly assume the risk, they freely and voluntarily give the release as set forth above.

4.2 As a material inducement to Defendant to enter into this Agreement, in addition to Plaintiff's release in § 4.1 above, Plaintiff does hereby, for himself and his assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses

(including attorneys' fees and costs actually incurred), and punitive damages of any nature whatsoever, from the beginning of time through the execution of this Agreement, which the Plaintiff has, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and Washington's Industrial Welfare Act ("IWA"), RCW 49.12, Minimum Wage Act ("MWA"), RCW 49.46, Wage Payment Act ("WPA"), RCW 49.48 and Wage Rebate Act ("WRA"), RCW 49.52. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; the Americans with Disabilities Act 42 U.S.C. § 12101 *et seq.*, as amended; and any federal, state, or common law claim or cause of action. Plaintiff acknowledges that he may discover facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of this release, but that it is his intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiff expressly assumes the risk, he freely and voluntarily gives the release as set forth above. The consideration for this general release is the Class Representative Service Payment.

4.3 Neither the Agreement nor any amounts paid to Participating Class Members will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Makotz.

**5. MOTION FOR PRELIMINARY APPROVAL.** The undersigned agree to recommend approval of the Settlement by the Court as being fair, reasonable, and adequate. In that regard, the Parties agree that, as soon as practicable after execution of the Agreement, the Parties shall submit the Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order, preliminarily approving the proposed Settlement and setting a date for a hearing to determine final approval of the Settlement. The Preliminary Approval Order shall provide the Court's decision whether to provide notice of the Settlement and related matters to be sent to Plaintiffs as specified herein.

## **6. SETTLEMENT ADMINISTRATION.**

**6.1.1 Class Certification.** For the purposes of this Stipulation only, the Parties agree to certification of the Class, to include:

All current and former hourly nonexempt Makotz employees that worked at any Makotz restaurant or entity in Washington state, including, but not limited to, servers, bar tenders, cooks, greeters, or other employees with similar job duties employed by Makotz in Washington at any time from February 20, 2022 until through the date of the Court's preliminary approval of the settlement.

6.1.2 **Class Data.** Not later than ten (10) business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator. The data should be current up to the date of the execution of this settlement and will be used to calculate damages for the Class. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

## 6.2 **Notice to Class Members.**

6.2.1 No later than fourteen (14) days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, and via email where possible the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Settlement Administrator will also create a website for the Settlement, which will allow the Class to view the Notice (in generic form), this Settlement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. Class Counsel and Defendant's counsel must approve the website before it goes live and must approve any modifications to the website. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Settlement Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 90-day check cashing period for Settlement Award Checks.

6.2.2 Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and shall re-mail the Notice of Settlement. Under no circumstances shall such re-mailing extend the Notice Deadline.

6.2.3 Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) a list of Participating Class Members by unique identifier; (ii) the Settlement Awards owed to each of the Participating Class Members; (iii) the final number of objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices.

6.2.4 Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the

Settlement. Defendant will not discourage participation in this Settlement or encourage objections or opt-outs.

### 6.3 **Requests for Exclusion from the Settlement (Opt-Outs).**

6.3.1 Any Class Member may opt out of the Class by submitting a written Request for Exclusion with the Settlement Administrator at the address set out in the Class Notice. To be timely, a Request for Exclusion must be postmarked no later than thirty (30) days after the Settlement Administrator mails the Class Notice. Requests for Exclusion must be personally signed by the Class Member and state the Class Member's full name, address, telephone number, and email address, if any; and a statement that the Class Member wishes to be excluded from the settlement. So-called "mass," "class," or "group" opt-outs shall not be valid. Any Class Member whose Request for Exclusion is approved by the Court as part of the Final Approval Hearing will not be bound by the Settlement and shall have no right to object, appeal, or comment on the Settlement. Every Class Member who does not timely and properly submit a Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Class Action. All Participating Class Members agree that the satisfaction of all the Released Claims against Makotz, as well as entry of the Final Approval Order, shall be binding upon all Participating Class Members.

6.3.2 The Settlement Administrator must reject a Request for Exclusion as invalid if it fails to contain all the information specified in Section 6.3.1. The Settlement Administrator's determination shall be final and not appealable or otherwise subject to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise subject to challenge.

6.3.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Section 4.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, or receives a settlement payment.

6.3.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

6.3.5 Although a Class Member might not receive the Class Notice and might not timely submit an Objection or Request for Exclusion because of inability to locate the Class Member's current address, this Agreement shall nonetheless bind the Class Member.

6.3.6 None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to submit a Request for Exclusion from the settlement.

6.4 **Objections to the Settlement.** Any Class Member, who has not requested exclusion, may object to the proposed Settlement by submitting a written statement to the Administrator by mail or email. To be timely, all written objections must be postmarked no later than thirty (30) days after the Settlement Administrator's mailing of the Class Notice. A written objection must state the objecting Class Member's full name, address, telephone number, and email address, if any, and that of the Class Member's counsel, if any; the grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; proof of membership in the settlement class; a statement as to whether the Class Member intends to appear at the Final Approval Hearing, either individually or through counsel; and the Class Member's original signature in blue ink. Any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Class Action. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

6.5 **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than sixty (60) days after the Settlement Administrator's mailing of the Class Notice to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Class Action and Settlement Class as a class action under Washington Rule of Civil Procedure 23 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process and the Washington Rules of Civil Procedure;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving or modifying the payment of the Service Awards to Plaintiff;
- e. approving or modifying Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Released Claims;
- h. directing that a Final Judgment be entered; and



- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

6.6 **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount and fund the amount necessary to fully pay Defendant's share of associated payroll taxes by transmitting the funds to the Settlement Administrator no later than ten (10) business days after the Effective Date. The Settlement Administrator shall thereafter remit payroll taxes and make distributions in accordance with this Agreement. Defendant shall not separately fund employer payroll taxes.

6.7 **Payments from Gross Settlement Amount.** Within fourteen (14) days after Defendant funds the Gross Settlement Amount or as soon as reasonably practicable, the Settlement Administrator will mail checks for all Individual Class Payments, the Administration expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

6.7.1 **Check Void Date.** The Settlement Administrator will issue checks for the Individual Class Payments and send them to Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall state the date (not less than ninety (90) days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel checks not cashed by the void date.

6.7.2 **Settlement Payment Tax Allocations.** All Individual Class Payments to Participating Class Members shall be allocated fifty percent (50%) reflecting compromise of a claim for alleged unpaid wages and fifty percent (50%) of each Individual Class Payment for alleged interest and penalties. Individual Class Payments will be subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Individual Class Payment, for which Participating Class Members shall be issued an IRS Form W-2 by the Settlement Administrator. Participating Class Members will also be issued an IRS Form 1099 by the Settlement Administrator if required for the portion of the Individual Class Payment that is allocated to interest and penalties. Defendant shall pay the employer portion of applicable Payroll Taxes on the wage portions of the Individual Class Payments. The Settlement Administrator shall calculate the Defendant's Payroll Taxes within five (5) business days after the final Individual Settlement Payment calculations are approved. Defendant shall deposit the Defendant's Payroll Taxes into the Settlement Administrator's designated account within five (5) days of receiving the amounts from the Settlement Administrator. Amounts withheld will be remitted by the Settlement Administrator from Settlement Administrator's designated account to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Individual Class Payment, and the Form 1099 reporting for the non-wage portion of each Individual Class Payment. Where reasonably possible, Defendant shall provide the Settlement Administrator with the last known number of exemptions claimed on Class Members' Form W-4s. Zero (0) exemptions will be applied by the Settlement

Administrator for any Class Members for whom no Form W-4 data was available to Defendant. The Settlement Administrator will appropriately garnish wages upon Defendant's determination that a garnishment law or order applies to a Participating Class Member.

6.7.3 **No Tax Advice.** No provision of this Agreement, nor any communication between or among the Parties or their counsel, constitutes tax advice. Participating Class Members are solely responsible for any taxes due on the non-wage portions of their payments. The Settlement Administrator will issue IRS Forms W-2 and, if applicable, 1099 in accordance with this Section.

6.7.4 **FLSA Consent and Opt-In Filing.** The Parties agree to implement the following FLSA consent mechanisms:

(a) **Class Notice Consent.** The Class Notice and settlement website shall include a clear statement advising that by negotiating, cashing, or depositing the settlement check, a Class Member affirmatively consents to join the FLSA settlement and release FLSA claims.

(b) **Check Legend.** Each settlement check shall state in bold, conspicuous language substantially as follows: "By negotiating, cashing, or depositing this check, you consent to join the settlement in *Huang v. Makotz Corporation* and release wage-and-hour claims, including claims under the FLSA."

6.8 **Residual/Unclaimed Funds.** For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall distribute the funds represented by such checks in accordance with Section 3.2.6 in one lump sum.

7. **DEFENDANT'S RIGHT TO WITHDRAW.** If valid and timely Requests for Exclusion exceed fifteen percent (15.0%) of all Class Members as reflected in the Class Data, Defendant may, in its sole discretion, elect to withdraw from the Settlement by written notice to Class Counsel within seven (7) calendar days after the Settlement Administrator's report of opt-outs. The percentage of Requests for Exclusion shall be calculated by dividing the number of unique, valid Requests for Exclusion by the total number of Class Members in the Class Data (excluding individuals whose Notice was definitively undeliverable after skip tracing). If Defendant withdraws, the Settlement shall be void ab initio, with the Parties restored to their respective positions as of the day before execution of this Agreement.

## 8. **ADDITIONAL PROVISIONS.**

8.1 **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. This Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of Makotz with respect to any claim, fault, liability, wrongdoing, or

damage whatever. Makotz expressly denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action, and Makotz continues to believe the claims asserted against it in the Class Action are without merit. Notwithstanding these denials, Makotz concluded that continuing to litigate the Class Action would be protracted and expensive and that, in light of its cost, risk, and uncertainty, it is desirable that the Class Action be fully and finally released as set forth in this Agreement. The parties agree that class certification and representative treatment is for purposes of this Agreement only. Makotz agrees to not contest Plaintiff's Motion to Preliminarily Approve the Settlement and Conditionally Certify the Class, attached as Exhibit B. If, for any reason, the Court does not grant preliminary approval, final approval, or enter judgment, Makotz reserves the right to contest any attempt to certify a class by motion for any reasons, and Makotz reserves all available defenses to the claims in the Class Action. This Agreement and the Parties' willingness to settle the Class Action will have no bearing on and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

8.2 **Confidentiality.** Plaintiffs, Class Counsel, Class Counsel's Local Counsel, Defendant, and Defense Counsel, separately agree that, until the motion for preliminary approval is filed, they and each of them will not publicize, or cause or permit another person to publicize, any of the terms of the Agreement directly association, or other entity except to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep such terms confidential. Each party agrees to immediately notify each other party of any judicial or agency order, inquiry, or subpoena seeking such information.

8.3 **Entire Agreement.** The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written, or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by all the parties hereto.

8.4 **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

8.5 **Governing Law and Choice of Forum.** This Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Washington, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in a court of competent jurisdiction located in King County, Washington.

8.6 **Interpretation.** Since all Parties and their counsel participated in the drafting of this Agreement, and it is a result of lengthy, intensive arm's-length negotiations, the presumption that

ambiguities shall be construed against the drafter does not apply. None of the Parties will be deemed the drafter of this Agreement for purposes of construing its provisions.

8.7 **Use and Return of Class Data.** Information provided to Class Counsel, and all copies of documents provided to Class Counsel in anticipation of or in connection with the settlement conference, other settlement negotiations, or in connection with the Settlement, may be used only in respect to this Settlement, and no other purpose. No later than ten (10) days after the date the Court dismisses the Class Action or enters judgment, Class Counsel shall permanently destroy all paper and electronic versions of Class Data received from Makotz.

8.8 **Publicity.** The Parties and Class Counsel agree that they will not in any manner publicize the terms of this Agreement, which includes notifying any member of the media regarding the terms and conditions of the Settlement or responding to media inquiries, and includes posting or disseminating the terms and conditions of the Settlement on any social media website or Class Counsel's websites. Class Counsel shall also advise Plaintiff of this obligation. Makotz reserves the right to encourage current and former employees to participate in the class settlement.

8.9 **Termination.** This Agreement is entered into only for purposes of settlement. If the Court fails to finally approve the Agreement (or any part thereof) or the final order or Judgment is not entered into for any reason, the Agreement will be null and void and the Parties will return to their respective positions as if this Agreement was never negotiated, drafted, or executed. The Parties agree to first engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

8.10 **Severability.** Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

8.11 **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

8.12 **Notice.** Unless otherwise stated herein, any written notices required by the terms of this Agreement shall be address as follows:

If to Plaintiff, the Settlement Class, or Class Counsel:

Ed Hones  
Ari Robbins Greene  
Hones Law Group PLLC  
119 1<sup>st</sup> Ave. S. Suite 310  
Seattle, WA 98104

If to Defendant or Defense Counsel:

Aaron E. Schwartz  
Lasher  
601 Union Street, Suite 2600  
Seattle, WA 98101

8.13 **Headings.** All headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation or as a substantive part of the Agreement. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded.

8.14 **Continuing Jurisdiction.** The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Class Members, for purposes of the administration and enforcement of this Agreement, as well as resolving disputes arising from the drafting and implementation thereof.

8.15 **Counterparts.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except where provided otherwise, a facsimile or electronic signature shall be deemed to constitute an original signature for the purposes of this Agreement.

8.16 **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

8.17 **Drafting/Implementation Disputes.** Any dispute regarding the drafting, approval, administration, or implementation of this Settlement that the Parties cannot resolve after good-faith meet-and-confer shall be submitted to the Court for final and binding resolution. The Court shall retain continuing jurisdiction for these purposes.

8.18 **Authority.** Each Party represents and warrants that it has the full authority to enter into and perform this Agreement, that the individual(s) executing this Agreement on its behalf are duly authorized to do so, and that upon execution this Agreement is a valid and binding obligation.

**IN WITNESS HEREOF, the Parties hereby execute and cause this Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.**

Date: 12/11/2025

*Makotz Corporation:*

By:    
 374BD70274E740B...  
Makoto Kimoto

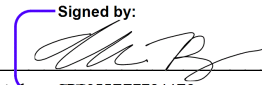
Date: 12/11/2025

*Counsel for Defendant:*

By:    
 4B7FB2355A0A4FF...  
Aaron E. Schwartz, WSBA #62504


Date: 12/15/2025

*Plaintiff:*

By:    
 2D865EE77244E2...  
Alan Huang

Date: 12/15/2025

*Counsel for Plaintiff:*

By:    
 4D82866BE0E742C...  
Ed Hones, WSBA #58275

## **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

*(Alan Huang, individually and on behalf all those similarly situated v. Makotz Corporation,  
King County Superior Court, Case No. 25-2-06249-0 SEA)*

**You may be eligible to receive money** from a class action lawsuit (“Action”) against Makotz Corporation (“Makotz” or “Defendant”). The Action was filed by Alan Huang (“Plaintiff”) and seeks payment of wages, liquidated damages, and attorneys’ fees and costs for a class of Washington hourly employees (“Class Members”) who worked for Defendant during the Class Period (February 20, 2022 through \_\_\_\_\_). Please be advised of the following: (A) the court will exclude you from the class if you so request by the date noted below; (B) the judgment, whether favorable or not, will include your claims or potential claims against Makotz if you do not request exclusion; and (C) if you do not request exclusion then you may, if the you desire and at your own expense, enter an appearance through counsel in this litigation.

**Please read this notice carefully. It provides important information about your legal rights and obligations under an agreement to settle a class action lawsuit.**

If you worked for Defendant as an hourly employee at a Makotz restaurant during the Class Period, you have the following three options:

1. **Do nothing and participate in Class Action.** After the Court approves the settlement, you will be bound by the Settlement and may be eligible to receive a settlement check.
2. **Opt out of the Class Action.** If you opt out, you will not receive a settlement check but you will retain all of your legal rights.
3. **Participate in the Class Action but object to the terms of the proposed settlement.** If you do not opt out then you have the right to object to all, or any portion of, the settlement as described below. The Court will consider your objection.



## **1. WHAT IS THE ACTION ABOUT?**

Plaintiff is a former employee of Makotz. The Action accuses Makotz of violating Washington wage and hour statutes, meal and rest break statutes, tip pooling laws and regulations, and other Washington laws by failing to pay overtime wages, meal and rest period premiums, tips, wages due upon termination, and reimbursable expenses; and failing to provide meal periods, rest breaks, and accurate itemized wage statements. Plaintiff and the Class are represented by the law firm of Hones Law PLLC (“Class Counsel.”)

Makotz denies all the allegations of wrongdoing or liability. Makotz contends it has complied fully and accurately with the Washington Wages and Hours Act and all other applicable laws and that all its employees have been paid in full and provided appropriate breaks, expenses, and records.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. The Court did not decide in favor of Plaintiff or against Defendant. There was no trial, no verdict, no judgment. Instead, both sides agreed to a no-fault resolution of the Action.

By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. This Settlement is the result of good faith, arm’s length negotiations between Plaintiff and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Class Members. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### 3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendant will pay a total of \$187,500.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant will deposit the Gross Settlement into an account controlled by the Administrator of the Settlement approved by the Court. The Administrator will use the Gross Settlement to pay the Individual Class Payments, the Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses.

**Attorneys’ Fees and Costs.** The attorneys for Plaintiffs and the Class Members (referred to as “Class Counsel”) will ask the Court to award them up to 30% of the settlement amount, or \$56,250 to compensate them for their services in this matter. Class Counsel will also request reimbursement for their actual, reasonable costs spent in litigating this case, subject to Court approval. Class Counsel will be paid from the Gross Settlement Amount of \$187,500.00. You do not have to pay the attorneys who represent the Class. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

**Service Award.** In addition, the named Plaintiff, Alan Huang, will ask the Court to award him a \$22,500.00 Service Award from the Gross Settlement Amount, for his role in prosecuting this lawsuit on the behalf of all Class Members.

**Administrator’s Costs.** The Settlement Administrator’s costs are estimated to be \$12,000 or less, and this payment will also come from the Gross Settlement Amount.

**Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, following the consideration of any objections, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Fund”) by making Individual Class Payments to Participating Class Members based on their hours worked as hourly employees during the Class Period.

**Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Class Payments will show the date when the check expires (the “void date”). If you do not cash or deposit it by the void date, your check will be automatically cancelled and will not be reissued.

**The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money, Class Members will not receive any money, and Class Members will not release any claims against Defendant.

**Participating Class Members’ Release.** After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims arising during the Class Period.

Plaintiff and all Participating Class Members, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys’ fees and costs actually incurred), and punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Makotz based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, et seq.); and Washington’s Industrial Welfare Act (“IWA”), RCW 49.12, Minimum Wage Act (“MWA”), RCW 49.46, Wage Payment Act (“WPA”), RCW 49.48 and Wage Rebate Act

(“WRA”), RCW 49.52. Class Members will be deemed to have opted into the settlement for purposes of the FLSA by cashing, depositing, or otherwise negotiating their Individual Settlement Payment checks.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Fund by the total number of hours worked in hourly non-exempt positions at Makotz by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member’s hours worked in hourly non-exempt positions at Makotz during the Class Period.

Plaintiff and Defendant are asking the Court to approve an allocation of One-half (1/2) of each Individual Class Payment to taxable wages (“Wage Portion”) and One-half (1/2) to interest, and/or liquidated damages (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Form during calendar and tax year 2025. Defendant will separately pay employer payroll taxes owed on the Wage Portion through other funds. The Administrator will report Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms during calendar and tax year 2025.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

#### **5. HOW WILL I GET PAID?**

The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who has not properly or timely opted out of the Settlement).

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you are a Class Member and do not wish to be bound by the Settlement, you must submit a written request for exclusion from the Settlement (“opt-out”), postmarked by **[INSERT DATE]**. The written and signed Request for Exclusion must contain your name, present address, telephone number, and email address, if any; and a statement electing to be excluded from the Settlement and be sent to \_\_\_\_\_. So called “mass,” “class,” or “group” opt-outs shall not be valid. You must make the request yourself. If someone else makes the request for you, it will not be valid. Any person who requests exclusion will not be entitled to any Settlement Award as a Class Member and will not be bound by the Agreement or have any right to object or comment thereon. The Administrator must receive your request to be excluded by \_\_\_\_\_, 2025, or it will be invalid.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve.

At least \_\_\_\_\_ days before the \_\_\_\_\_, 2025, Final Approval Hearing, the parties will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees (not to exceed \$56,250) and litigation expenses (not to exceed \$20,000); and (ii) the amount Plaintiff is requesting as a Class Representative Service Award (not to exceed \$22,500).

A written objection must state the objecting Class Member’s full name, address, telephone number, and email address, if any, and that of the Class Member’s counsel, if any; the legal and factual grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; proof of membership in the settlement Class; a statement as to whether the Class Member intends to appear at the Final Approval Hearing, either individually or through counsel; and the Class Member’s

original signature in black or blue ink. Objections should be mailed to the Administrator. The deadline for sending written objections to the Administrator is \_\_\_\_\_, 2025.

Class Members who timely and validly object to the Settlement can withdraw their objection before commencement of the Final Approval Hearing by submitting a signed written request or email containing an original or electronic signature to the Settlement Administrator stating their desire to withdraw their objection.

#### **8. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to visit the Settlement Website, which can be accessed at **[INSERT URL]**.

**You may also contact the Settlement Administrator in person or through counsel:**

**Name of Company:**

**Email Address:**

**Mailing Address:**

**Telephone:**

**Fax Number:**

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, OR THE JUDGE ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION.**

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