

NOTICE OF CLASS ACTION SETTLEMENT

(Alan Huang, individually and on behalf of 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 January 20, 2026). 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 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 the 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 \$56,250.00 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 \$12,000.00 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 2026. 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 2026.

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 **March 15, 2026**. 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 Makotz Settlement, C/O Atticus Administration, P.O. Box 64053, St. Paul, MN 55164. 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 Payment 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 March 15, 2026, 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 10 days before the April 24, 2026, 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 \$56,250.00) and litigation expenses (not to exceed \$20,000.00); and (ii) the amount Plaintiff is requesting as a Class Representative Service Award (not to exceed \$22,500.00).

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 March 15, 2026.

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.

Final Approval Hearing Information:

Hearing Date and Time: April 24, 2026 (Friday) at 10:00 a.m.

Hearing Address: Maleng Regional Justice Cetner, Courtroom 4F
401 Fourth Avenue N., Kent, WA 98032

Zoom Link: <https://kingcounty.zoom.us/j/86949285923>
Meeting ID: 869 4928 5923
Dial in Option: +12532158782,,86949285923#
(call 253-215-8782 and enter Meeting ID)

Hearing Format: Remote via phone/internet or in-person

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, any future Judgment or any other Settlement documents is to visit the Settlement Website, which can be accessed at **MakotzSettlement.com**

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

Name of Company: Atticus Administration

Email Address: MakotzSettlement@atticusadmin.com

Mailing Address: Makotz Settlement, C/O Atticus Administration, P.O. Box 64053, St. Paul, MN 55164

Telephone: 1-800-915-2573

Fax Number: 888-326-6411

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