



United States District Court for the District of Oregon

*Alexander Atkins v. VCE Theaters, LLC, dba Studio One
Theaters and Jason Lensch*

Case No. 3:23-cv-01332-SB

Class Action Notice

***Authorized by the United States District Court
for the District of Oregon***

Did you work for
VCE Theaters,
LLC dba Studio
One Theaters at
any time since it
opened in late
2018?

There is a
\$280,000
settlement of a
lawsuit.

You may be
entitled to
money.

To be part of this
settlement, you should:

Read this notice.

Update your address at
StudioOneSettlement.com

<FirstName> <LastName> is entitled to:

**If you do nothing
(update your address at
www.StudioOneSettlement.com):**

<Payment>

Important things to know:

- If you don't do anything, you'll be included in the settlement, and this could impact your rights.
- You can learn more at: www.StudioOneSettlement.com

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, **Atkins v. VCE Theaters, LLC, dba Studio One Theaters and Jason Lensch, Case No. 3:23-cv-01332-SB**, brought for all current and former employees of Studio One, who received a paycheck for a pay period in which they participated in a tip pool that included managers, supervisors, or other statutory employers at any time from when Studio One opened in late 2018 until April 9, 2026, other than those who, according to records from Studio One's Ready Theater Systems (RTS) system, only ever worked in the position referred to variously by Studio One and its agents as "hourly manager," or "lead".

You received this notice because we identified you as one of the group of people affected, called the "class." This notice gives you a summary of the terms of the proposed Settlement Agreement, explains what rights Class Members have, and helps Class Members make decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide which of these actions you want to take:

Options	What each option means:
Do Nothing	Receive your share of the Net Settlement Funds. Give up rights resolved by the settlement.
Object	Tell the Court why you don't like the settlement.
Opt Out	Exclude yourself from the settlement. You will not receive any money, but you retain the right to sue Studio One separately.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to opt out or object: **July 21, 2026**

Fairness Hearing: **August 26, 2026 at 9:00 a.m.**

Learning About the Lawsuit

What is this lawsuit about?

On June 28, 2023, Alexander Atkins filed a class-action complaint against VCE Theaters, LLC, dba Studio One Theaters and Jason Lensch in the Circuit Court of the State of Oregon for the County of Multnomah. On September 13, 2023, the case was removed to the United States District Court for the District of Oregon, Case No. 3:23-cv-01332-SB.

The lawsuit asserts employment-related class claims against Studio One, and Mr. Atkins's individual claims against Studio One and Jason Lensch.

Studio One and Jason Lensch deny that they did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

www.StudioOneSettlement.com

Why is there a settlement in this lawsuit?

In January 2026, the parties agreed to a settlement. This means they have decided to resolve the legal issues without going further in court. This way, they avoid spending more money and taking further risks.

The settlement is for the workers who brought the case and all members of the settlement class. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements provide money to class members without them having to file their own separate lawsuits.

What happens next in this lawsuit?

The Court will hold a Fairness Hearing to make sure everything is fair and to decide on the proposed settlement. The hearing will be held at:

Where: Mark O. Hatfield United States Courthouse, 1000 S.W. Third Ave., Portland, OR 97204

When: August 26, 2026 at 9:00 a.m.

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the hearing, but you may do so at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement, it will not take effect and the lawsuit will continue. The Court may cancel the hearing, or its time or date may change, without further notice to members of the class. To learn more and confirm the hearing date, go to www.StudioOneSettlement.com.

Learning about the Settlement

What does the settlement provide?

Studio One has agreed to pay a Gross Settlement Fund of \$280,000.00. This amount covers both the claims Mr. Atkins brought on behalf of the class members and individual claims he brought on his own behalf. The Gross Settlement Fund will be divided between Mr. Atkins (for his individual claims) and among the Class Members and will also pay for Class Counsel's Fees and Costs approved by the Court. The Defendants will pay Settlement Administration Costs separately from, and in addition to, the Gross Settlement Fund.

Members of the Settlement Class will "release" their claims as part of the settlement, which means they cannot sue Studio One or Jason Lensch for the same issues and legal violations raised in this lawsuit. The full terms of the

release are found in the Settlement Agreement at www.StudioOneSettlement.com.

The settlement provides that each Class Member will receive their share of the Net Settlement Fund. Class Members who opted in will receive \$276.01 each; all other Class members will receive \$138.00 each in the settlement.

The settlement also provides up to \$2,500 to each of the Class Representatives, Alexander Atkins and Maxim Horner, to compensate them for their service in this matter. These are called "Service Payments."

If there is money left over after the settlement funds are distributed, it will be donated to the Northwest Workers Justice Project, a local 501(c)(3) nonprofit dedicated to employee rights education and enforcement, as a *cy pres* distribution.

How do I know if I am part of this settlement?

You are a member of the Settlement Class if you are a current or former employee of Studio One who received a paycheck for a pay period in which you participated in a tip pool that included managers, supervisors, or other statutory employers at any time from when Studio One opened in late 2018, until April 9, 2026, other than those who, according to records from Studio One's Ready Theater Systems (RTS) system, only ever worked in the position referred to variously by Studio One and its agents as "hourly manager," or "lead."

If you timely opted in to the FLSA Collective and have not withdrawn from the lawsuit, you are also a Collective Member.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at (866) 602-2260 or info@cacsg.com.

How much will my payment be?

The Net Settlement Fund will be allocated to each Class Member on an equal shares basis according to the following formula:

- **Number of shares:** Each Class Member will be allocated one share. Each opt-in Collective Member will be allocated one additional share (for a total of two shares per Collective Member).

- **Value of each share:** The value for each share will be the Net Settlement Funds divided by the total number of shares, currently estimated to be \$138.004 per share

Your estimated share of the Net Settlement Funds is **<Payment>**.

Deciding What to Do

How do I weigh my options?

You have three options. You can stay in the settlement and do nothing, you can object to the settlement, or you can opt out of the settlement. This chart shows how each option affects your rights:

	Object	Do Nothing	Opt Out
Can I receive settlement money if I . . .	YES	YES	No
Am I bound by the terms of this lawsuit if I . . .	YES	YES	NO
Can I pursue my own case if I . . .	NO	NO	YES
Will the class lawyers represent me if I . . .	NO	YES	NO

What is the best path for me?

Class Counsel recommends the Settlement, believing that it is fair, reasonable, and adequate to the Class. However, each Class Member must decide for themselves what is in their best interest.

Submitting a Claim

How do I get a payment if I am a class member?

If you are a Class Member who does not timely opt out, you will

automatically receive your share of the Net Settlement Funds. You do not need to submit a claim form.

You should update your mailing address at www.StudioOneSettlement.com if you have moved since you worked at Studio One to ensure you receive your settlement check.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints lawyers to work on the case and represent the interests of all the Class Members. For this settlement, the Court has appointed the following lawyers/law firm.

Your lawyers: Lewallen Law, LLC. This is the law firm who negotiated this settlement on your behalf.

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

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Gross Settlement Fund. **You will not have to pay the lawyers.**

Your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$104,533.33 in attorneys' fees and \$49,077.23 in litigation costs and disbursements.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the other settlement terms are fair. The Court's award will not change the amount that you are entitled to.

Your lawyers will also ask the Court to approve a Service Payment of \$2,500 to each of the two Class Representatives for the time and effort they contributed to the case. If approved by the Court, the Service Payments will be paid from the Gross Settlement Fund. The Court's award will not change the amount that you are entitled to.

Opting Out

How do I exclude myself from this settlement?

If you choose not to be bound by this Settlement Agreement and do not wish to share in any of the benefits described herein, you may opt out of the Class by submitting a written, signed, and dated statement of your wish to opt out to the Settlement Administrator by mail, email, or facsimile.

The notice of your request to opt out of this Settlement must be dated, include your full name, conventional or electronic signature, and state "I wish to opt out of the Atkins v. Studio One settlement."

The written, signed, and dated opt-out statement must be received no later than July 21, 2026 (the "Opt-Out Deadline"). All requests for exclusion received after the Opt-Out Deadline will not be effective, and such person will remain a member of the Class.

Any Class Member who opts out of this Settlement retains his/her/their rights to assert claims against Studio One.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees), you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't have to, hire your own lawyer to help you.

Any Class Member who chooses to object to the Settlement Agreement may not opt out of the Settlement.

To object, you must send a letter to the Settlement Administrator that:

(1) is postmarked by July 21, 2026;

- (2) includes the case name and number (Atkins v. VCE Theaters, LLC, Case No. 3:23-cv-01332-SB);
- (3) includes your full name, address, and telephone number;
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the Fairness Hearing and your lawyer's name; and
- (6) includes your signature.

Mail the letter to this address:

Atkins v. Studio One Notice Administration
c/o CAC Services Group, LLC
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344

You must also file a copy of the letter with the Court by July 21, 2026.

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will be mailed your share of the Net Settlement Funds at the same address that this notice was mailed to. If your address has changed since then, update your address at www.StudioOneSettlement.com so that your check can be mailed correctly. You will be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against Studio One or Jason Lensch about the issues in this case.

If you stay in the class, you will be legally bound by all class orders and judgments, lose the ability to sue (or continue to sue) Studio One for the Released Claims, and receive your share of the Net Settlement Funds.

A full description of the claims and persons who will be released if this settlement is approved can be found in the Settlement Agreement at www.StudioOneSettlement.com.

No Retaliation

Retaliation is prohibited by law.

Studio One agrees that it will not retaliate against or disfavor in any way any employee who fails to opt out or object to the settlement, or otherwise takes part in this settlement.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete Settlement Agreement with all its terms can be found at www.StudioOneSettlement.com. To get a copy of the Settlement Agreement or get answers to your questions:

- contact your lawyer (information below),
- visit the case website at www.StudioOneSettlement.com, or
- access the Court’s PACER system online at pacer.uscourts.gov

Resource	Contact Information
Case website	www.StudioOneSettlement.com
Settlement Administrator	Atkins v. Studio One Notice Administration c/o CAC Services Group, LLC 6420 Flying Cloud Dr Ste 101 Eden Prairie, MN 55344 Phone: (866) 602-2260 Email: info@cacsg.com Fax: (888) 495-9746
Your Lawyers	Lewallen Law, LLC shantilewallen@gmail.com 735 SW First Avenue, Suite 300 Portland, OR 97204 Fax: 844-364-5438

Court	Mark O. Hatfield United States Courthouse 1000 S.W. Third Avenue Portland, OR 97204
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While the Court has approved the sending of this notice, that does not indicate, and is not intended to indicate, that the Court has any opinion as to the respective claims or defenses asserted by the Parties in this Action.

Please do not contact the Court concerning this matter.