

SETTLEMENT AND RELEASE AGREEMENT

between

ALEXANDER ATKINS and MAXIM HORNER, Plaintiffs and Class Representatives

and

VCE THEATERS, LLC dba Studio One Theaters, and JASON LENSCH, Defendants

Dated: March 31, 2026

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement, dated April __, 2026 (this “Settlement Agreement” or “Settlement”), is entered into by and between VCE Theaters, LLC, dba Studio One Theaters (hereinafter “Studio One”) and Jason Lensch (“Mr. Lensch,” together with Studio One, the “Defendants”); and Alexander Atkins (“Mr. Atkins”) and Maxim Horner (the “Class Representatives”), on behalf of themselves and on behalf of similarly situated putative class and collective members (together with the Class Representatives, the “Class Members”). Studio One and the Class Members are collectively referred to herein as the “Parties,” or, as to each, a “Party.”

RECITALS

WHEREAS, on June 28, 2023, Mr. Atkins filed with the Circuit Court of the State of Oregon for the County of Multnomah a class-action complaint against Studio One, captioned *Alexander Atkins v. VCE Theaters, LLC, dba Studio One Theaters and Jason Lensch*, Case No. 23CV25817, asserting class claims against Studio One and Mr. Atkins’s individual claims against Studio One and Jason Lensch;

WHEREAS, on September 13, 2023, Studio One removed the action to the United States District Court for the District of Oregon (the “Court”) [Dkt. 1], Case No. 3:23-cv-01332-SB (together with the state-filed case, the “Action”);

WHEREAS, on November 14, 2024, the Court granted Mr. Atkins’ motion to preliminarily certify a collective action under the Fair Labor Standards Act (FLSA);

WHEREAS, 51 current and former employees opted into the collective action (the “opt-ins” or “Collective Members”);

WHEREAS, both significant formal and informal discovery and motion practice have been conducted by the Parties in connection with the claims in the Action;

WHEREAS, on September 2, 2025, the Class Representatives filed a motion to certify a class action for relief under several Oregon common law claims, on behalf of a putative Rule 23 class;

WHEREAS, the Parties held a day-long mediation on January 12, 2026, with respected mediator Dennis Clifford, accepted a mediator’s proposal at the end of that day on the essential terms of settlement, and have continued to engage in substantial arms’ length negotiations since that point;

WHEREAS, there exist significant, complex legal and factual issues regarding the application of statutory, common-law, and other laws, the various cases and regulations interpreting such laws, and the viability of various aspects of the Action against Studio One, both individually and as a putative class, including:

- whether the Class Members’ claims and/or Studio One’s defenses are viable given the parties’ competing interpretations of certain statutes, regulations, and common-law claims, and the novel and fluctuating interpretations thereof by various courts;
- the likelihood of class certification surviving both interlocutory and eventual post-trial appeals;
- whether the Class Members have claims in common;
- whether the Class Representatives have claims that are typical of those of the putative

Class Members;

- whether common questions of fact and law predominate over individualized inquiries;
- whether the Class Representatives or any of the putative Class Members have interests that are antagonistic to one another;
- whether Studio One has other defenses to the application of the applicable laws in this case;
- whether any class action would ultimately be certified for trial;
- whether Studio One's actions were willful;
- the computation of the amount of alleged damages; and
- whether attorney fees are to be awarded to the Class Representatives and the putative Class Members if they prevail.

WHEREAS, the Class Representatives have the burden of proof on some of these issues and Studio One has the burden on others, and the trial of this matter would likely be lengthy and complex, adding to the cost and potential delay;

WHEREAS, all Parties recognize that the outcome of the Action with respect to all of the aforementioned issues is uncertain;

WHEREAS, to avoid extensive, costly, and uncertain litigation over these issues, after the Parties' extensive and significant good-faith, arm's-length negotiations regarding a possible consensual resolution of the Class Members' alleged claims and any and all related or similar settleable claims, counterclaims and/or causes of action based on or arising out of any federal, state, or local statute, ordinance or regulation, contract, or otherwise between the Parties hereto, whether arising before or during the class period (collectively sometimes referred to herein as the "Litigation"), the Parties desire to enter into a final settlement and release of all settleable demands, claims, damages, and causes of action between one another arising from or relating to the Litigation, whether known or unknown; and

WHEREAS, Studio One and the Class Representatives have agreed to settle any and all claims between one another, whether or not relating to or arising out of the Litigation, in accordance with the terms of this Settlement;

NOW, THEREFORE, as material consideration and inducement to the execution of this Settlement Agreement, and in consideration of the mutual promises, agreements, and cooperation set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and intended to be binding, the Parties hereby agree as follows:

1. Definitions.

As used in this Settlement Agreement and the Exhibits hereto, unless otherwise defined, the following terms have the meanings specified below:

- A. "Action" refers to the civil action captioned as *Alexander Atkins v. VCE Theaters, LLC, dba Studio One Theaters and Jason Lensch*, originally filed by Mr. Atkins in the Circuit Court of the State of Oregon for the County of Multnomah, Case No. 23CV25817, and removed by Defendants VCE Theaters, LLC, dba Studio One Theaters and Jason Lensch to the United States District Court for the District of Oregon, Case No. 3:23-cv-01332-SB.

- B. "Studio One" or "Defendant" refers to VCE Theaters, LLC, dba Studio One Theaters and their respective parent and subsidiary companies, affiliates, predecessors, and successors.
- C. "Defendants" refers to VCE Theaters, LLC, dba Studio One Theaters and Jason Lensch, collectively.
- D. "Class Counsel" refers to Lewallen Law, LLC.
- E. "Class Counsel's Fees and Costs" refers to the amount awarded by the Court as compensation for the services provided by Class Counsel, and to be provided in the future during the administration of this Settlement, to the Class Members. The amount of Class Counsel's Fees and Costs will be determined by the Court, but shall not exceed \$153,610.56.
- F. "Class Members" refers to Class Representatives and all individuals who qualify as a member of the Class, defined as "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 between when Studio One opened in late 2018 and the Damage Cutoff Date, 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.'"
- G. "Class Representatives" refers to Alexander Atkins and Maxim Horner, collectively.
- H. "Collective Members" refers to the Class Representatives and all individuals who timely opted in as a member of the FLSA Collective, and who have not withdrawn from the Action as of the date this agreement is executed.
- I. "Complaint" refers to the Class Action Complaint filed with the Multnomah County Circuit Court by Mr. Atkins and removed to federal court in the Action.
- J. "Court" refers to the United States District Court for the District of Oregon.
- K. "Damage Cutoff Date" means the date of Preliminary Approval.
- L. "Effective Date" refers to the calendar day after the expiration of the appeal period following Final Approval, or 30 calendar days after any such appeal is decided, whichever is later.
- M. "Fairness Hearing" refers to the hearing scheduled by the Court to consider (a) any objections from Class Members to the Settlement Agreement, (b) the petitions for Class Counsel's Fees and Costs, the Service Payments, and the Settlement Administration Costs, and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23.
- N. "Final Approval" refers to the Court's entry of an order and final judgment approving the Settlement Agreement, implementing the terms of the Settlement Agreement, and dismissing the Action with prejudice.
- O. "Gross Settlement Fund" refers to the full and sole monetary payment to Class Members and Class Counsel made on behalf of Studio One in connection with this Settlement effectuated through this Settlement Agreement. The amount of the Gross Settlement Fund will not exceed \$280,000. The Gross Settlement Fund does not include any amount for settlement administration; Defendants agree as part of this settlement to pay any administration costs, separate from and in addition to the Gross Settlement Fund.
- P. "Litigation" refers to the Class Members' alleged claims against Defendants and any and all related or similar settleable claims, counterclaims and/or causes of action based on or arising

out of any federal, state, or local statute, ordinance or regulation, contract, or otherwise between the Parties hereto, whether arising before or during the Class Period.

- Q. "Magistrate Judge" refers to the Court's assigned Magistrate Judge for the Action.
- R. "Mr. Atkins" refers to collective representative and putative class representative and individual Plaintiff Alexander Atkins.
- S. "Net Settlement Fund" refers to the Gross Settlement Fund less Class Counsel's Fees and Costs, and less service payments and amounts allocated toward resolving Plaintiff Alexander Atkins' individual claims.
- T. "Opt Out" refers to the process by which persons who otherwise would be Class Members submit timely and valid requests for exclusion from the Settlement Class.
- U. "Preliminary Approval" refers to the Court's entry of an order approving the Settlement Agreement on a preliminary basis.
- V. "Qualified Settlement Fund" or "QSF" refers to a segregated interest-bearing Qualified Settlement Account set up by the Settlement Administrator to be used solely for this case.
- W. "Released Claims"—For Named Plaintiffs, Released Claims refers to any and all claims of any kind whatsoever, whether known or unknown, contingent or actual, whether based on common law, regulations, statute, or a constitutional provision, under federal, state, or local law, whether or not arising out of the allegations made in this action, including but not limited to claims for or related to alleged damages, penalties, interest, attorney fees and costs, and all other claims and allegations whether or not made in this action or arising out of the facts, or which could have arisen out of the facts, alleged in this action. For Class Members who have not submitted a timely and valid Request for Exclusion, and without the need to manually sign a release document, Released Claims includes any and all claims of any kind whatsoever, whether known or unknown, contingent or actual, whether based on common law, regulations, statute, or a constitutional provision, under federal, state or local law, as asserted in this action or that could have been asserted in this action based on the facts alleged in the Complaint, including but not limited to claims for or related to alleged damages, penalties, interest, and attorneys' fees and costs, but excluding FLSA claims. For Class Members who also submitted timely and valid opt-ins to the FLSA collective, Released Claims also includes FLSA claims. Released Claims does not include claims arising from acts or omissions occurring after the Damages Cutoff Date (the date of entry of preliminary approval order).
- X. "Residual Funds" refers to any Settlement Funds remaining in the QSF after disbursement of checks to Class Members, Settlement Administration Costs, Class Representatives' Service Payments, and Class Counsel's Fees and Costs.
- Y. "Service Payment" refers to the amount awarded by the Court as compensation for the services provided by Class Representatives to the Class Members. The amount of the Service Payments will be determined by the Court, but shall not exceed \$2,500 to each Class Representative.
- Z. "Settlement Administration Costs" refers to all fees, costs, and expenses incurred in the administration of this Settlement, including but not limited to those costs associated with providing notices required by CAFA, providing Notices to Class Members, distributing funds in accordance with this Settlement, filing and distributing tax reporting forms, and all other fees or expenses of the Settlement Administrator. Defendants will pay the Settlement Administration Costs separately from, and in addition to, the Gross Settlement Fund.

- AA. "Settlement Administrator" refers to an independent contractor to be retained by Studio One and approved by Class Counsel to administer the Settlement. Class counsel agrees not to unreasonably withhold such approval.
- BB. "Settlement Agreement" or "Settlement" refers to the agreement embodied in this document and its exhibits.
- CC. "Settlement Class" refers to the Class Members.
- DD. "Settlement Collective" refers to the Collective Members.
- EE. "Unawarded Funds" refers to (a) any difference between the amount sought by Class Counsel as Class Counsel's Fees and Costs and the amount awarded by the Court as Class Counsel's Fees and Costs, and (b) any difference between the amount sought by Class Representatives as the Service Payments and the amount awarded by the Court as the Service Payments.

2. Proceedings.

Class Representatives will file an unopposed motion to certify and/or amend Settlement Class and Settlement Collective, preliminarily approve this Settlement, and approve the form(s) of Notice. The motion will include the form of the Notice and manner of providing it to the Class Members of the Settlement, including, among other things, their right to object to the Settlement in person or appear by counsel. The Notice shall inform the Class Members of the dates designated by the Court for opting out of the Rule 23 class or objecting to the Settlement, as well as a date for the Fairness Hearing.

In the event the Court expresses concerns about the Settlement before Final Approval, Class Representatives and Studio One will confer in good faith to see if they can reach agreement on modifying the Settlement and/or filing an amended motion to obtain court approval.

Notice will issue within 45 calendar days from Preliminary Approval.

Class Counsel will prepare unopposed motions for Preliminary Approval and Final Approval. Studio One will cooperate as necessary. The Settlement Administrator will also cooperate in preparation and submission of a declaration outlining its Settlement Administration actions. Class Counsel will provide drafts of the unopposed motions for Preliminary Approval and for Final Approval to Defendants' counsel for review and approval at least three business days before filing; Defendants' counsel agrees not to unreasonably withhold such approval.

Class Counsel will file the unopposed motion for Final Approval within 30 calendar days after the close of the Notice Period, and after receiving Defendants' approval of the motion.

Within 21 calendar days of the Effective Date of this Agreement, the Parties will submit a joint motion to dismiss this case with prejudice in the Court.

3. Class Certification.

Class Representatives will submit an unopposed motion in the Court to certify and/or amend, for settlement purposes only, the following Rule 23 class and FLSA collective:

- a. Class: 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 between when Studio One opened in late 2018 and the Damage Cutoff Date, 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."

- b. FLSA Collective: The Class Representatives and all individuals who timely opted in as a member of the FLSA Collective, and who have not withdrawn from the Action as of the date this Settlement Agreement is executed.

In the event that the Court does not grant Final Approval of this Settlement, the certification status of the Class and Collective returns to the *status quo ante* to the extent permitted by the Court, and all Settlement Funds having been paid by Studio One will be returned to Studio One, less any actual Settlement Administration Costs accrued.

4. The Settlement Fund. Total Settlement Fund of Two Hundred Eighty Thousand Dollars (\$280,000.00) to be funded by Studio One. One sum to cover:

- a. Gross allocation of \$168,000 to individual claims of Alexander Atkins and \$112,000 to claims of the class and collective, as follows:
 - (1) Attorney fees of \$67,200 (40% of Alexander Atkins allocation) plus \$37,333.33 (one third of class allocation) for a total of \$104,533.33. A Form 1099-MISC and check for these amounts will issue to Lewallen Law, LLC and nobody else.
 - (2) Costs and disbursements of \$49,077.23. A Form 1099-MISC and check for these amounts will issue to Lewallen Law, LLC and nobody else;
 - (3) Service awards as approved by the Court; plaintiffs will request \$2,500.00 to each named plaintiff (Alexander Atkins and Maxim Horner), and Defendants agree not to oppose requests up to that amount. A Form 1099-MISC and check for these amounts will issue to the named plaintiffs and mailed to Lewallen Law, LLC;
 - (4) Net recovery to Alexander Atkins of \$67,153.66, with \$5,000 in back wages via W-2 and \$62,153.66 in statutory, common-law and other damages via 1099-MISC. Checks to Alexander Atkins, mailed to Lewallen Law, LLC; and
 - (5) Net recovery to class of \$54,235.77—non-wage damages only, so 1099-MISC for entire amount, to be issued to and mailed to directly to the class members (except for named plaintiffs, whose checks and tax forms will be mailed to Lewallen Law, LLC). Class members to have 180 days to negotiate their checks.
- b. Defendants will remain responsible for settlement administration expenses, plaintiff to approve administrator but not unreasonably deny such approval.
- c. Payroll Taxes: Studio One remains responsible for the employer share of payroll taxes on the \$5,000 in back wages to Alexander Atkins, and such employer's share shall not be deducted from the Gross Settlement Fund in any way. The Settlement Administrator will not deduct any payroll taxes from each Class Member's portion of the Settlement Funds, as such funds are non-wage recovery. For Alexander Atkins, the Settlement Administrator will use a 365 day miscellaneous pay period. Except as specifically noted in this Agreement, each person will remain responsible for its own taxes, penalties, interest, fees, or other amounts determined to be due or owing by any taxing authority.
- d. Payment. Within 14 calendar days following Preliminary Approval, Studio One shall deliver

\$280,000.00 to the QSF.

- e. Disbursements. Within 30 calendar days after the Effective Date, the funds in the QSF will be distributed according to the terms of this Settlement Agreement. The checks will bear a prominent statement of the stale date, which the Settlement Administrator shall calculate as 180 calendar days following the mailing date. Any Settlement funds remaining in the QSF after the stale date will be deemed Residual Funds. Within 30 calendar days following the stale date, the Settlement Administrator will distribute all Residual Funds to the *cy pres* beneficiary as provided in this Settlement Agreement.

5. Responsibilities of the Settlement Administrator.

A. Choice of Settlement Administrator.

Studio One has selected CAC Services Group, LLC as the Settlement Administrator, and this selection has been approved by Class Counsel.

B. Transfer of Contact Information.

Within 15 calendar days of Preliminary Approval, Studio One will provide the Settlement Administrator with the names, dates of birth, social security numbers, and last-known mailing addresses, email addresses, and telephone numbers of all of the Class Members, as well as any tax designations required to make appropriate deductions from Alexander Atkins's \$5,000 unpaid wage allocation.

Studio One will also send Class Counsel a copy of all information produced to the Settlement Administrator.

C. Pre-Notice Address Check.

The Settlement Administrator will check all mailing addresses prior to the initial mailing of the Notice against a national database. The Settlement Administrator will perform one skip trace per Class Member for the first item of any mailing (whether Notice or disbursement) that is returned as undeliverable and re-mail that item to any updated address discovered. If more than one item is returned as undeliverable by first-class mail for the same Class Member, and that Class Member does not submit an updated address at the website, that Class Member's share of Net Settlement Funds will be deemed Residual Funds.

D. Notice Dissemination.

Notices will be sent by first-class mail, email, and text message to the last-known home addresses, email addresses, and telephone numbers of Class Members and will include estimated pro rata share of Settlement payments for all such Class Members. All Notices will contain a scannable QR code and/or clickable link (as appropriate) to the website for the Settlement, which will be created and maintained by the Settlement Administrator. Class Members will have 60 calendar days from notice to opt out or object. The address of the Settlement Administrator will be used as the return address for the Notices and Settlement checks.

E. Settlement Website.

The Settlement Administrator will create and maintain a website for this Settlement, at a URL approved by the Parties. On the website, each Class Member will be able to securely change or update their mailing address. The website will contain the Notices, the Complaint, the motion for

Preliminary Approval, the Preliminary Approval order, the motion for Approval of Class Counsel's Fees and Costs, the Service Payments, and Settlement Administration Costs, the Settlement Agreement, and any other document that the Parties jointly deem or the Court deems should be posted there. The website will also contain mailing and email addresses and fax and phone numbers for the Settlement Administrator.

F. Support of Final Approval Motion.

The Settlement Administrator will submit a declaration in support of Final Approval of this Settlement identifying its efforts in administering this Settlement.

G. Calculations, Notices, Administration, Withholdings, Distributions, Tax Reporting.

In addition to calculating the individualized amounts of the Net Settlement Fund to be distributed to Class Members in accordance with the terms of this Agreement, the Settlement Administrator will produce and mail, email, and text all Notices, receive and process the Class Members' opt-outs and objections, and prepare and distribute the Settlement checks and IRS Forms W-2 and 1099-MISC. The Settlement Administrator shall certify to the Parties that such W-2 and 1099 Forms have been properly mailed to Class Members on or before February 1 of the year following the Gross Settlement Fund disbursement.

6. Class Counsel's Fees and Costs.

Class Counsel may move the Court for a Class Counsel's Fees and Costs award of no more than \$153,610.56. Studio One takes no position on Class Counsel's request for this amount of Class Counsel's Fees and Costs. Any Class Counsel's Fees and Costs awarded will be disbursed contemporaneously with the disbursement of the Net Settlement Fund payments. In the event that the Court orders a Class Counsel's Fees and Costs award of less than the requested amount, (a) that occurrence shall have no bearing on the validity or enforceability of this Settlement Agreement, and (b) any unawarded amount shall, together with any unawarded portion of the Service Payments, be deemed Unawarded Funds and disbursed according to Paragraph 7.F.

7. The Allocation of the Settlement Fund and Disbursement of the Settlement Fund Payments to Class Members.

A. Net Settlement Funds.

The Net Settlement Funds shall be disbursed pro rata to all Class Members who do not timely opt out. In the event that any Net Settlement Funds are not able to be disbursed to Class Members, whether through the opt-out of a Class Member, multiple returned mailings, returned settlement check, failure to negotiate a disbursement check within 180 calendar days, or otherwise, that Class Member's share of the Net Settlement Funds will be deemed Residual Funds and disbursed according to Paragraph 7.E.

B. Returned Notices.

In the event that the first Notice or disbursement mailing to any given Class Member is returned as undeliverable, the Settlement Administrator shall promptly re-mail or re-email or re-text the returned item to the corrected mailing address or email address or telephone number of the intended recipient as determined by postal forwarding address or through a search of a national database, if any. If a corrected mailing address cannot be obtained for the Class Member, or in the case of two mailing returns attributable to any Class Member, the Net Settlement Funds due to that Class Member will be deemed Residual Funds and treated in accordance with Paragraph 7.E. below.

C. Returned Settlement Checks.

In the event that any Settlement Fund disbursement is returned as undeliverable, if the Settlement Administrator has not already received a returned mailing attributable to that Class Member, the Settlement Administrator shall promptly re-mail the returned item to the corrected address of the Class Member as determined by postal forwarding address or through a search of a national database, if any. If a corrected address cannot be obtained, or in the case of two returns attributable to any Class Member, the disbursements due to that Class Member will be deemed to be Residual Funds and treated in accordance with Paragraph 7.E below.

D. Opt-Outs.

A Class Member may request to be excluded from the effect of the Settlement Agreement, and any payment of amounts under the Agreement, by submitting an Opt-Out to the Settlement Administrator stating that the Class Member wants to be excluded from this action. Class Members will have 60 calendar days from the initial notice date of the Notice within which to postmark, fax, or email their Opt Out to the Settlement Administrator. In the event that any Class Member opts out of this settlement, the Net Settlement Funds allocable to that Class Member shall be deemed Residual Funds per Paragraph 7.E. below.

E. Residual Funds.

In the event that there are any Settlement Funds remaining in the QSF for any reason, including returned Notices/Settlement checks, Settlement checks which are not deposited or negotiated within 180 calendar days after their date of issuance, accrued interest, and any funds remaining as a result of rounding or fractions of cents, such Residual Funds will be disbursed to the Northwest Workers Justice Project, a local 501(c)(3) non-profit organization dedicated to employee rights education and enforcement, as a *cy pres* distribution. No portion of the Residual Funds shall revert to Studio One for any reason or be disbursed to Class Counsel.

F. Unawarded Funds.

Class Counsel will request that the Court award \$153,610.56 in Class Counsel's Fees and Costs; and the Class Representatives will request that the Court award them \$2,500 each as Service Payments. Any portions of those amounts that are not awarded by the Court shall be deemed Residual Funds and distributed in accordance with Paragraph 7.E.

G. Disputed Claims.

To the extent possible, disputed claims will be resolved prior to finalizing the amounts distributable to Class Members and paid from the Net Settlement Fund (not Residual Funds). Defendants' records are presumed to be correct, unless the individual challenging the records proves their entitlement to Settlement Funds with documentary evidence; the Settlement Administrator will decide disputes as to eligibility. Payments to Class Members who successfully dispute claims will be satisfied with Residual Funds, if not resolved prior to finalizing the amounts distributable to Class Members paid from the Net Settlement Fund.

8. Notification of Possible Tax Consequences to Class Members.

The ultimate amounts of the Settlement Fund payments allocated to each Class Member are pro rata divisions of aggregate figures resulting from and reflecting the Parties' good-faith negotiations regarding a number of unliquidated (and in some cases unknowable) categories of potential damages. However, due to the nature of the violations at issue, it is estimated that only the \$5,000

back wage portion of Alexander Atkins's recovery represents wages. The remainder of the Settlement Fund includes provision for any and all other categories of potential non-wage recovery resulting from the Litigation. As such, and due to the inability to fix the relative amounts of such damage categories without further litigation, the Settlement Administrator will issue a W-2 to Alexander Atkins for \$5,000, with wage withholdings to be withheld from that portion. The Settlement Administrator will issue IRS Form 1099-MISCs to Class and Collective Members, with the net amount of the Settlement Fund payment designated as "Other Income" on such forms, for all other categories of payments (including any Service Payments awarded by the Court)—no tax withholdings from such funds will be made by either Studio One, Class Counsel, or the Settlement Administrator. No Party makes any representation to any other Party as to the possible tax treatment of any payment hereunder.

No wage withholdings will be taken from the portions of the unpaid Net Settlement Funds that are distributed to the *cy pres* beneficiary.

In the event that it is subsequently determined by the United States Internal Revenue Service or any other appropriate taxing authority (each a "Taxing Authority") that any Party owes any additional taxes with respect to any money distributed under this Settlement, it is agreed that the determination of any tax liability shall be between such Party and the Taxing Authority, and that no other Party shall be responsible for the payment of such taxes, including any interest and penalties.

9. Mutual Release of Claims Regarding Class Representatives.

Class Representatives and Studio One release and discharge each other from any and all claims of any kind whatsoever, whether arising during or before the class period, whether known or unknown, contingent or actual, whether based on common law, regulations, statute, or a constitutional provision, under state or local law, whether or not arising out of the allegations made in this action, including but not limited to claims for or related to alleged unpaid wages, overtime, damages, penalties, interest, attorney fees and costs, and all other claims and allegations whether or not made in this action or arising out of the facts or could have arisen out of the facts alleged in this action. This release does not waive any right to pursue claims based on acts or omissions occurring on or after the Effective Date of this agreement.

10. Released Claims of Class Members.

Each Class Member who has not submitted a timely and valid Request for Exclusion, and without the need to manually sign a release document, releases and discharges Defendants from any and all claims of any kind whatsoever, whether arising during or before the class period, whether known or unknown, contingent or actual, whether based on common law, regulations, statute, or a constitutional provision, under state or local law, as asserted in this action or that could have been asserted in this action based on the allegations in the complaint, including but not limited to claims for or related to alleged damages, penalties, interest, and attorneys' fees and costs, with the sole exception of FLSA claims of those who did not opt into the collective action.

Each Collective Member who has submitted a timely and valid opt-in, and without the need to manually sign a release document, releases and discharges Defendants from any and all claims of any kind whatsoever, whether arising during or before the class period, whether known or unknown, contingent or actual, whether based on common law, regulations, statute, or a constitutional provision, under federal, state, or local law, as asserted in this action or that could have been asserted in this action based on the allegations in the complaint, including but not limited to claims for or related to alleged damages, penalties, interest, and attorney fees and costs, with the express inclusion

of FLSA claims.

These releases do not waive any right to pursue claims based on acts or omissions occurring on or after the Effective Date of this Agreement, and all Released Claims shall be deemed released as to all releasing Class and Collective Members on the Effective Date of this Agreement.

11. Reservation of Rights.

Studio One expressly reserves the right to object to, offset, or oppose any and all claims, obligations, or causes of action, of any type, except those expressly allowed under this Settlement.

12. The Class Notice.

As noted above, the Settlement Administrator shall prepare and distribute the Settlement Notices, with the cost of such distribution to be paid by Studio One. Within 15 calendar days after Preliminary Approval of this settlement, Studio One shall deliver to the Settlement Administrator and Class Counsel the most recent known name, employee number, date of birth, social security number or tax ID number, mailing address, email address, and telephone number for each Class Member, as well as Studio One's legal name, federal EIN, Oregon Business ID number, and all other information required to make the appropriate deductions (from the \$5,000 wage allocation to Alexander Atkins) and complete IRS Forms W-2 and 1099 for all of the Class Members. All such information shall be deemed Confidential under the protective order on file [Dkt. 8]. The Settlement Administrator's address will be used as the return address for the Settlement Notices so that any returned Notices will be returned to the Settlement Administrator. The Settlement Administrator shall mail the Notices by first-class mail to the Class Members at the addresses provided by Studio One, email the Settlement Notices to the Class Members at the email addresses provided by Studio One, and text the Settlement Notices to the Class Members at the telephone numbers provided by Studio One (all as updated by the Settlement Administrator by comparison to an existing database if available and as applicable, using dates of birth and social security numbers/tax ID numbers provided by Studio One) at the date ordered by the Court. The Settlement Notices shall be in the form annexed hereto as Exhibits C & D or such substantially similar form as may be approved by the Court. In the event that a Settlement Notice is returned in any form as undeliverable, the Settlement Administrator shall re-send the Settlement Notice to the corrected address/email address/telephone number of the intended Class Member recipient as applicable, as determined by the Settlement Administrator through postal forwarding or a search of an applicable national database, if any, if no previous notice has been returned for that Class Member. In the event that any re-mailed Settlement Notice is returned as undeliverable and that Class Member has not submitted a change of address, the portion of the Net Settlement Funds otherwise attributable to that Class Member shall be deemed Residual Funds and treated in accordance with Paragraph 7.E. above.

13. Objection to Settlement Procedures.

At or before such time as may be fixed by the Court, a Class Member may object to this Settlement or any aspect or portion thereof by delivering timely written notice of such objection (a "Notice of Objection") to the Settlement Administrator and filing such Notice of Objection with the Court. The Notice of Objection shall clearly specify the basis for such objection, the relief sought, if any, and the grounds for such relief. Any Class Member who chooses to object to the Settlement Agreement may not opt out of the Settlement.

14. Opt-Out Procedures.

At or before such time as may be fixed by the Court, a Class Member may opt out of this

Settlement by delivering timely written notice of such option to the Settlement Administrator via mail, email, or facsimile. The notice of a Class Member's request to opt out of this Settlement must be dated, include the Class Member's full name, conventional or electronic signature, and state "I wish to opt out of the *Atkins v. Studio One* settlement." Any Class Member who opts out of this Settlement retains his/her/their rights to assert claims against Studio One. The Settlement Administrator shall provide a report on the individuals who opt out of this Settlement to counsel for Studio One and the Class Representatives.

15. Acceptance and Effectiveness of the Settlement.

The effectiveness of this Settlement shall be subject to and contingent upon the entry of an order of the Court at or after or in lieu of the Fairness Hearing approving this Settlement and upon such order having become final and non-appealable; provided, however, in the event that the Court or a court with competent jurisdiction determines that the Service Payments and/or Class Counsel's Fees and Costs provisions are unreasonable, the Parties shall amend such Service Payments and/or Class Counsel's Fees and Costs provisions so as to render the same reasonable to such court without modifying the gross allocations set forth in Paragraph 4.a.

16. No Litigation.

Except as may be necessary to enforce the terms of this Settlement, Studio One and Class Representatives agree that they shall not commence or proceed with any action, claim, suit, proceeding, or litigation against each other, directly or indirectly, regarding or relating to the matters described herein, or take any action inconsistent with the terms of the Settlement.

17. No Admission of Liability or Non-Liability.

This Settlement is intended to settle and dispose of the Released Claims. Nothing herein shall be construed as an admission by any Party of any facts or liability or non-liability of any kind.

18. Representations and Warranties.

Each Party represents and warrants that upon Final Approval it will have the legal right and authority to enter into this Settlement and the transactions and releases contemplated hereby.

19. Miscellaneous.

A. Jurisdiction.

The United States District Court for the District of Oregon shall have exclusive jurisdiction over this Settlement and continuing jurisdiction over any dispute or controversy arising from or related to the interpretation or enforcement of this Settlement.

B. Party Notices.

Except as otherwise specifically provided herein, any notice or other communication required or permitted to be delivered by any Party to any other Party under this Settlement shall be (i) in writing, (ii) delivered personally, by courier service, by certified or registered mail, first-class postage prepaid and return receipt requested, by email if such email is not returned as undeliverable, or facsimile if confirmation is received, (iii) deemed to have been received on the date of delivery, and (iv) addressed as follows (or to such other address as the Party entitled to notice shall hereafter designate by a written notice delivered to the other Party):

If to Defendants, to:

JACKSON LEWIS, PC
200 SW Market Street, Suite 540
Portland, OR 97201
Attention: Kevin M. Coles, OSB #170926
Email: Kevin.coles@jacksonlewis.com
Fax: (503) 229-0405

If to Class Members or Class Counsel, to:

LEWALLEN LAW, LLC
735 SW First Avenue, Suite 300
Portland, OR 97204
Email: shantilewallen@gmail.com
Fax: 844-364-5438

C. Amendments.

This Settlement may not be modified, altered, amended, or supplemented by the Parties except by a written instrument that the Parties have signed with any required approval of the Court.

D. Integration.

The provisions contained in this Settlement constitute the entire agreement between the Parties with regard to the subject matter hereof. This Settlement supersedes any and all agreements, whether written or oral, that may have previously existed between the Parties with respect to the matters set forth herein.

E. No Construction Against the Drafter.

The Parties agree that each of them has had the full opportunity to participate in the drafting of this Settlement and, accordingly, any claimed ambiguity shall neither be construed for nor against any of the Parties.

F. No Third-Party Beneficiaries.

This Settlement does not constitute a contract for the benefit of any third parties, any prior creditors or claimants of the Parties, or any nonparty, other than Class Members in relation to the provisions of this Settlement.

G. No Citation If Settlement Not Finally Approved.

In the event that this Settlement is not finally approved, this Agreement cannot be later cited in any other case or for any purpose beyond this Settlement. In addition, the Class in this Action is being certified for settlement purposes only, and the fact of the class certification shall not be cited to, used, or admissible in any other judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Headings.

The headings of this Settlement are for convenience only and are not part of the Settlement and do not in any way define, limit, extend, describe, or amplify the terms, provisions, or scope of this

Settlement and shall have no effect on its interpretation. Where appropriate, the use of the singular shall include the plural, and vice versa, and any use of the masculine, feminine and/or neuter genders shall include the others as well.

I. Counterparts.

This Settlement may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Settlement by facsimile or electronic means (in PDF file or comparable format) shall be effective as delivery of an original executed copy of this Settlement.

J. Binding Nature of Settlement.

This Settlement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, transferees, assigns, heirs, and estates.

K. Not a Novation.

The Parties agree that this Settlement is not a novation, and that should any Defendant petition for bankruptcy prior to the Release Date hereof, Class Members retain the ability to object to discharge or dischargeability based on the claims asserted in the Complaint.

L. No Retaliation.

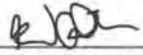
Studio One agrees that it will not retaliate against or disfavor in any way any employee who fails to opt out or object to the settlement, or otherwise takes part in this settlement. This non-retaliation agreement will appear on the class notice.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Settlement as of the date first written above.

Dated this 15/04/26

VCE STUDIOS, LLC
dba Studio One Theaters.

By: 
Rudyard Coltman (Apr 15, 2026 12:33:10 PDT)
Rudyard Coltman
Owner, VCE Studios, LLC

Dated this March 31, 2026

LEWALLEN LAW, LLC
on behalf of the Class Representatives and Class
Members

By: 
Shanti Lewallen, Esq.
Class Counsel and Attorney for Class Representatives

EXHIBIT A

**CLASS MEMBERS IDENTIFIED FOR EACH CATEGORY OF RECOVERY
[REDACTED IN PUBLIC FILING]**

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
001		\$138.00									
002		\$138.00									
003		\$138.00									
004		\$138.00									
005		\$138.00									
006	Y	\$276.01									
007		\$138.00									
008		\$138.00									
009		\$138.00									
010		\$138.00									
011		\$138.00									
012		\$138.00									
013	Y	\$276.01									
014	Y	\$276.01									
015		\$138.00									
016		\$138.00									
017		\$138.00									
018		\$138.00									
019		\$138.00									
020	Y	\$276.01									
021		\$138.00									
022		\$138.00									
023		\$138.00									
024		\$138.00									
025		\$138.00									
026		\$138.00									
027	Y	\$276.01									
028		\$138.00									
029		\$138.00									
030		\$138.00									
031		\$138.00									
032		\$138.00									
033		\$138.00									
034		\$138.00									
035	Y	\$276.01									

Redacted for public filing; unredacted copies provided to counsel and the Court.

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
036	Y	\$276.01	Redacted for public filing; unredacted copies provided to counsel and the Court.								
037		\$138.00									
038		\$138.00									
039		\$138.00									
040		\$138.00									
041		\$138.00									
042	Y	\$276.01									
043		\$138.00									
044		\$138.00									
045		\$138.00									
046		\$138.00									
047		\$138.00									
048		\$138.00									
049	Y	\$276.01									
050		\$138.00									
051		\$138.00									
052		\$138.00									
053		\$138.00									
054		\$138.00									
055		\$138.00									
056		\$138.00									
057	Y	\$276.01									
058		\$138.00									
059		\$138.00									
060	Y	\$276.01									
061		\$138.00									
062		\$138.00									
063	Y	\$276.01									
064		\$138.00									
065		\$138.00									
066		\$138.00									
067		\$138.00									

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
068		\$138.00									
069		\$138.00									
070		\$138.00									
071		\$138.00									
072	Y	\$276.01									
073		\$138.00									
074		\$138.00									
075		\$138.00									
076		\$138.00									
077		\$138.00									
078		\$138.00									
079		\$138.00									
080	Y	\$276.01									
081		\$138.00									
082		\$138.00									
083		\$138.00									
084	Y	\$276.01									
085		\$138.00									
086		\$138.00									
087		\$138.00									
088		\$138.00									
089		\$138.00									
090		\$138.00									
091		\$138.00									
092		\$138.00									
093		\$138.00									
094		\$138.00									
095		\$138.00									
096		\$138.00									
097		\$138.00									
098		\$138.00									
099		\$138.00									

Redacted for public filing; unredacted copies provided to counsel and the Court.

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
100		\$138.00									
101		\$138.00									
102		\$138.00									
103	Y	\$276.01									
104		\$138.00									
105		\$138.00									
106		\$138.00									
107		\$138.00									
108		\$138.00									
109		\$138.00									
110		\$138.00									
111		\$138.00									
112		\$138.00									
113	Y	\$276.01									
114		\$138.00									
115		\$138.00									
116		\$138.00									
117		\$138.00									
118		\$138.00									
119	Y	\$276.01									
120		\$138.00									
121	Y	\$276.01									
122		\$138.00									
123		\$138.00									
124		\$138.00									
125		\$138.00									
126		\$138.00									
127		\$138.00									
128		\$138.00									
129		\$138.00									
130	Y	\$276.01									
131		\$138.00									

Redacted for public filing; unredacted copies provided to counsel and the Court.

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
132		\$138.00									
133		\$138.00									
134		\$138.00									
135		\$138.00									
136		\$138.00									
137		\$138.00									
138		\$138.00									
139	Y	\$276.01									
140		\$138.00									
141		\$138.00									
142		\$138.00									
143		\$138.00									
144	Y	\$276.01									
145		\$138.00									
146		\$138.00									
147		\$138.00									
148		\$138.00									
149	Y	\$276.01									
150		\$138.00									
151		\$138.00									
152		\$138.00									
153		\$138.00									
154		\$138.00									
155		\$138.00									
156		\$138.00									
157		\$138.00									
158		\$138.00									
159		\$138.00									
160	Y	\$276.01									

Redacted for public filing; unredacted copies provided to counsel and the Court.

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
161		\$138.00									
162		\$138.00									
163	Y	\$276.01									
164		\$138.00									
165		\$138.00									
166	Y	\$276.01									
167		\$138.00									
168		\$138.00									
169		\$138.00									
170		\$138.00									
171		\$138.00									
172		\$138.00									
173		\$138.00									
174		\$138.00									
175		\$138.00									
176		\$138.00									
177		\$138.00									
178	Y	\$276.01									
179		\$138.00									
180	Y	\$276.01									
181		\$138.00									
182	Y	\$276.01									
183		\$138.00									
184	Y	\$276.01									
185		\$138.00									
186	Y	\$276.01									
187		\$138.00									
188		\$138.00									
189		\$138.00									
190	Y	\$276.01									
191		\$138.00									
192	Y	\$276.01									
193		\$138.00									
194		\$138.00									

Redacted for public filing; unredacted copies provided to counsel and the Court.

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
195		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
196		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
197	Y	\$276.01	Redacted for public filing; unredacted copies provided to counsel and the Court.								
198	Y	\$276.01	Redacted for public filing; unredacted copies provided to counsel and the Court.								
199		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
200	Y	\$276.01	Redacted for public filing; unredacted copies provided to counsel and the Court.								
201		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
202		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
203	Y	\$276.01	Redacted for public filing; unredacted copies provided to counsel and the Court.								
204		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
205		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
206		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
207		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
208	Y	\$276.01	Redacted for public filing; unredacted copies provided to counsel and the Court.								
209		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
210		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
211		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
212		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
213		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
214		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
215		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
216		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
217		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
218		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
219		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
220		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
221		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
222		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
223	Y	\$276.01	Redacted for public filing; unredacted copies provided to counsel and the Court.								
224		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
225		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
226		\$138.00									
227		\$138.00									
228	Y	\$276.01									
229		\$138.00									
230		\$138.00									
231		\$138.00									
232		\$138.00									
233	Y	\$276.01									
234	Y	\$276.01									
235		\$138.00									
236		\$138.00									
237		\$138.00									
238		\$138.00									
239		\$138.00									
240		\$138.00									
241		\$138.00									
242	Y	\$276.01									
243		\$138.00									
244		\$138.00									
245		\$138.00									
246		\$138.00									
247		\$138.00									
248		\$138.00									
249	Y	\$276.01									
250		\$138.00									
251		\$138.00									
252		\$138.00									
253		\$138.00									
254		\$138.00									
255		\$138.00									
256		\$138.00									

Redacted for public filing; unredacted copies provided to counsel and the Court.

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
257		\$138.00									
258		\$138.00									
259	Y	\$276.01									
260		\$138.00									
261	Y	\$276.01									
262		\$138.00									
263		\$138.00									
264		\$138.00									
265		\$138.00									
266		\$138.00									
267		\$138.00									
268		\$138.00									
269		\$138.00									
270		\$138.00									
271		\$138.00									
272		\$138.00									
273		\$138.00									
274		\$138.00									
275		\$138.00									
276		\$138.00									
277		\$138.00									
278		\$138.00									
279		\$138.00									
280		\$138.00									
281		\$138.00									
282		\$138.00									
283		\$138.00									
284		\$138.00									
285		\$138.00									
286	Y	\$276.01									
287		\$138.00									
288	Y	\$276.01									
289		\$138.00									
290		\$138.00									

Redacted for public filing; unredacted copies provided to counsel and the Court.

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
291		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
292		\$138.00									
293		\$138.00									
294		\$138.00									
295		\$138.00									
296		\$138.00									
297		\$138.00									
298		\$138.00									
299		\$138.00									
300		\$138.00									
301		\$138.00									
302		\$138.00									
303		\$138.00									
304		\$138.00									
305		\$138.00									
306		\$138.00									
307		\$138.00									
308		\$138.00									
309		\$138.00									
310		\$138.00									
311		\$138.00									
312		\$138.00									
313		\$138.00									
314	Y	\$276.01									
315	Y	\$276.01									
316		\$138.00									
317		\$138.00									
318		\$138.00									
319		\$138.00									
320		\$138.00									
321		\$138.00									
322		\$138.00									
323		\$138.00									
324		\$138.00									
325		\$138.00									

ID No.	Collective?	Amount	Employee Name	Employee Address Line 1	Addr. 2	City	State	ZIP	Telephone	Personal Email	Department
326		\$138.00	Redacted for public filing; unredacted copies provided to counsel and the Court.								
327		\$138.00									
328		\$138.00									
329		\$138.00									
330		\$138.00									
331		\$138.00									
332		\$138.00									
333		\$138.00									
334		\$138.00									
335		\$138.00									
336		\$138.00									
337		\$138.00									
338	Y	\$276.01									
339		\$138.00									
340		\$138.00									
341		\$138.00									
342		\$138.00									
Total		\$54,234.51									

EXHIBIT B

Method Used to Calculate Settlement Fund Payments Due to Class Members

The Settlement Administrator shall calculate the portion of the aggregate net Settlement Fund that will be disbursed to each Class Member on an individualized basis in the following manner. The Net Settlement Fund (after first being reduced on account of Class Counsel's Fees and Costs and the Service Payment) will be allocated to each Class Member according to the following formula:

1. **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).
2. **Value of each share:** The value for each share will be the Net Settlement Funds (\$54,235.77) divided by the total number of shares.

For their service in this matter, the time and effort they have contributed to the case, their participation in discovery, the financial risks they undertook by asserting claims on behalf of the Class Members, and their complete and total waiver of all claims against Defendants, the Class Representatives shall petition the Court for a Service Payment of \$2,500 each in addition to their share of the Net Settlement Fund. Any portion of that amount that is not awarded by the Court will be added to the Residual Funds and disbursed according to Section 7.E. of the Settlement Agreement.

Class Counsel will be petitioning the Court for an award of attorney fees in the amount of one third of the gross class recovery in this case, as well as the costs and litigation expenses incurred during the case. Any portion of that amount that is not awarded by the Court will be added to the Residual Funds and disbursed according to Section 7.E. of the Settlement Agreement.

EXHIBIT C

PROPOSED CLASS NOTICE
(to be posted on website, mailed, and emailed)



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***



[Class member name] is entitled to:	
If you do nothing (update your address at _____):	[\$[AMOUNT]]

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: [WEBSITE]

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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 [DATE OF ENTRY OF ORDER PRELIMINARILY CERTIFYING CLASS], 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: **[date]**

Fairness Hearing: **[date] at [time]**

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:

[WEBSITE]

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: [date] at [time]

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 [website].

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 [website].

The settlement provides that each Class Member will receive their share of the Net Settlement Fund. Class Members who opted in will receive \$[amount] each; all other Class members will receive \$[amount] 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 [DATE OF ENTRY OF ORDER PRELIMINARILY CERTIFYING CLASS], 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 [phone number, email].

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 \$[amount] per share

Your estimated share of the Net Settlement Funds is \$[amount].

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 [\[website\]](#) 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 [date] (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 [date];

- (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
[Address]
[City, State ZIP]

You must also file a copy of the letter with the Court by [date].

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 [website] 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 [website].

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 [website]. To get a copy of the Settlement Agreement or get answers to your questions:

- contact your lawyer (information below),
- visit the case website at [website], or
- access the Court's PACER system online at pacer.uscourts.gov

Resource	Contact Information
Case website	[WEBSITE]
Settlement Administrator	Atkins v. Studio One Notice Administration c/o CAC Services Group, LLC [Address] [City, State ZIP] Phone: [] Email: [] Fax: []
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.

EXHIBIT D

**PROPOSED SHORT FORM OF CLASS NOTICE
(text (SMS) message)**

TEXT MESSAGE (SMS):

Official Court Ordered Notice: Your rights may be affected by a wage-and-hour class action settlement with Studio One, Oregon US District Court case# 3:23-cv-01332-SB. Please see [\[domain name TBD\]](#) for further information.

(209 characters; will change with domain name length)







26.3.31 (UNREDACTED, No Bates) Ex 1 - PROP Settlement Agreement For RC Signature

Final Audit Report

2026-04-15

Created:	2026-03-31
By:	Shanti Lewallen (shantilewallen@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3DVmdY6oUyenXb7Rczs5ecTIIImfr9Ns

"26.3.31 (UNREDACTED, No Bates) Ex 1 - PROP Settlement Agreement For RC Signature" History

-  Document created by Shanti Lewallen (shantilewallen@gmail.com)
2026-03-31 - 3:14:25 PM GMT- IP address: 76.115.126.251
-  Document emailed to Rudyard Coltman (rcoltman@studioonetheaters.com) for signature
2026-03-31 - 3:14:33 PM GMT
-  Email viewed by Rudyard Coltman (rcoltman@studioonetheaters.com)
2026-04-15 - 7:30:43 PM GMT- IP address: 50.47.143.244
-  New document URL requested by Rudyard Coltman (rcoltman@studioonetheaters.com)
2026-04-15 - 7:30:53 PM GMT- IP address: 50.47.143.244
-  Document e-signed by Rudyard Coltman (rcoltman@studioonetheaters.com)
Signature Date: 2026-04-15 - 7:33:10 PM GMT - Time Source: server- IP address: 50.47.143.244
-  Agreement completed.
2026-04-15 - 7:33:10 PM GMT