

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS**

MICHELLE C. SMITH, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

Case No.: 2:17-cv-02457

R.F. FISHER ELECTRIC COMPANY, LLC,

Defendant.

NOTICE OF SETTLEMENT OF COLLECTIVE ACTION LAWSUIT

TO: _____

A proposed settlement (the “Settlement”) has been reached in the collective action lawsuit currently pending in the United States District Court for the District of Kansas captioned *Michelle C. Smith v. R.F. Fisher Electric Company, LLC*. (the “Lawsuit”).

Your rights will be affected by this Settlement. This Notice of Settlement of Collective Action Lawsuit explains the terms of the Settlement and contains important information concerning your rights. This Notice should not be understood as an expression of any opinion by the Court as to the merits of any of the claims or defenses asserted by the parties in the Lawsuit.

INTRODUCTION AND DESCRIPTION OF THE LAWSUIT

The Plaintiff in the Lawsuit is Michelle C. Smith (“Plaintiff”). The Defendant is R.F. Fisher Electric Company, LLC (“Defendant” or “R.F. Fisher”).

Plaintiff, on behalf of all others similarly situated, alleges class-wide claims (the “Class Claims”) against Defendant, and generally alleges that Plaintiff, and certain similarly situated individuals, performed worked for Defendant, and were not paid minimum wage and all overtime to which they were entitled for that work, in violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”). This Notice is being provided to you because you are a potential member of the class of persons affected.

To avoid the risks, uncertainties, and expenses associated with continued litigation, the Parties have concluded that it is in their best interests to resolve and settle the Lawsuit by entering into a settlement agreement. R.F. Fisher has agreed to make payments to be allocated among Plaintiff and any individuals that consent to join the claims by signing the enclosed Settlement Consent Form and returning it to Plaintiff’s counsel within sixty (60) days of receipt.

HOW MUCH CAN YOU EXPECT TO RECEIVE UNDER THE SETTLEMENT?

R.F. Fisher has agreed to pay the total sum of \$10,000 to settle the claims of the Named Plaintiff and all class members. This sum will be divided between the Named Plaintiff and Class Members according to their respective number of days worked for R.F. Fisher during the applicable time period. Plaintiff's counsel has agreed to waive any claim to attorneys' fees or reimbursement of litigation expenses and all money paid under the Settlement will be distributed to class members. Under the formula for allocating settlement funds agreed to by the parties, you are entitled to receive approximately \$[insert amount].

Neither Plaintiff's attorneys nor R.F. Fisher's attorneys make any representations concerning the tax consequences of the Settlement or your receipt of money under it. It is your responsibility to determine and pay any taxes due, just as you would for any other paycheck you receive. If you have any questions regarding the tax treatment of any payments pursuant to the Settlement, you should consult a tax advisor at your expense.

WHAT ARE YOUR OPTIONS?

If you wish to participate in the settlement and to receive the settlement funds that have been allocated to you, you must sign the Settlement Consent Form attached to this Notice and return it to Plaintiff's attorney at the following address:

Michael A. Williams, MO #47538
Williams Dirks Dameron LLC
1100 Main Street, Suite 2600
Kansas City, MO 64105
Telephone: (816) 945-7175
Facsimile: (816) 945-7118
mwilliams@williamsdirks.com

If you do not wish to participate in the settlement, you do not need to do anything. If you do elect to do nothing and to not participate in the settlement, the settlement will have no effect on any claims you may wish to bring in the future.

WHAT EFFECT WILL THIS SETTLEMENT HAVE ON MY CLAIMS?

It is agreed and understood that in exchange for the benefits received under the Settlement, and upon the Court's entry of an order approving this Settlement Agreement and your receipt of the money to which you are entitled under the Settlement, you will be deemed to have released and forever discharged Defendant and any of its past, present, and future parent companies, subsidiaries, affiliates, divisions, agents, employees, owners, members, officers, directors, partners, investors, legal representatives, accountants, trustees, executors, administrators, real or alleged alter egos, predecessors, successors, transferees, assigns, and insurers from any and all state, local, or federal claims, demands, violations of rules or regulations, or any other causes of action, whether known or unknown, based upon the facts and allegations set forth in the Class Claims alleged in the Lawsuit, including but not limited to allegations that Defendant failed to pay the Class Member straight-time

and/or overtime in relation to any work performed at any time; any violation of the Fair Labor Standards Act and/or Kansas Wage Payment Act; and any claim or grievance based upon a rule, regulation, statute, ordinance, public policy, law, or common law tort based upon any actions or omissions described in the Class Claims that have occurred up through the time of the execution of this Agreement.

WHAT IF YOU HAVE QUESTIONS?

This Notice only summarizes the Litigation, the Settlement, and related matters. If you wish to review the Complaint that was filed in the Lawsuit and/or the Collective Action Settlement Agreement and Release, or if you have any questions regarding the Settlement, you may contact Plaintiff's attorney. His contact information is below:

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