

NOTICE OF CLASS ACTION SETTLEMENT

You are receiving this notice because you worked as a server at a Firebirds Restaurant between May 12, 2014 and January 3, 2019. **YOU are entitled to benefits in a settlement in the action titled *Nolen, et al. vs. Firebirds International, Inc.***

YOUR ESTIMATED SETTLEMENT AMOUNT: \$ _____

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

This is not a solicitation from a lawyer. A Court has authorized this notice.

YOU MUST MAKE YOUR DECISION ON OR BEFORE APRIL 6, 2019

A SUMMARY OF YOUR RIGHTS AND CHOICES:

There are both federal and state claims in this lawsuit. The federal claims are under the FLSA and the state claims are under the **state law** from the state where you resided during your employment with Firebirds.

| You May: | Effect of Choosing the Option: | Due Date: |
|---|--|--|
| <i>Do Nothing</i> | <ul style="list-style-type: none"> • You will receive at least \$ _____* • You will release your state law claims (outlined in Question 9 of this Notice) and be bound by the terms of this settlement. • You will give up your right to sue Firebirds for your state law claims. | <p><u><i>None. You do not need to do anything to receive a settlement payment. However, the payment may be lower than it would be if you were to submit a claim form.</i></u></p> |
| <i>Submit the Attached Consent Form</i> | <ul style="list-style-type: none"> • You will receive at least \$ _____.* • You will also receive an additional payment in the amount of \$ _____. The amount of this payment is based on your length of employment as a server within the relevant period and your state’s tip credit minimum wage. • You will release your federal FLSA and your state law claims (outlined in Question 9 of this Notice) and be bound by the terms this settlement. • You will give up the right to sue Firebirds for your FLSA claims or state law claims. | <p><u><i>The Consent Form must be received by Class Counsel no later than April 6, 2019</i></u></p> |
| <i>Exclude Yourself from the State Law Portion of the Settlement</i> | <ul style="list-style-type: none"> • You can elect to opt out this settlement and retain any legal rights you may have against Firebirds. • To exclude yourself from the settlement, you must send in a signed exclusion request. • If you exclude yourself, you will not receive payment pursuant to this settlement. | <p><u><i>The Exclusion Request must be received by Class Counsel no later than April 6, 2019</i></u></p> |
| <i>File Objection</i> | <ul style="list-style-type: none"> • If you do not exclude yourself from the settlement, you can remain a settlement class member and still write to the Court explaining why you disagree with the Settlement. | <p><u><i>The Objection must be received by Class Counsel no later than April 6, 2019</i></u></p> |
| <i>Appear at the Hearing</i> | <ul style="list-style-type: none"> • If you do not exclude yourself from the settlement, you can also ask to speak to the Court about the fairness of the Settlement. • You must send written notice of your desire to appear in advance. | <p><u><i>The Written Notice must be received by Class Counsel no later than April 6, 2019</i></u></p> |

1. INTRODUCTION

The purpose of this Notice is to: (i) inform you of the existence of a settlement between Plaintiff and Firebirds International, Inc. (“Firebirds”) for minimum wage and overtime compensation pursuant to the Fair Labor Standards Act (“FLSA”) and various state wage and hour laws, (ii) to advise you that you may be entitled to benefits under this settlement, (iii) to inform you of your legal rights and options in this settlement, and (iv) to instruct you on the procedure for participating in this settlement. You have been sent this Notice because employment data provided by FIREBIRDS indicates that you may have worked as a server at a Firebirds Restaurant during the relevant time period.

2. DESCRIPTION OF THE LAWSUIT

Firebirds Restaurants are owned by Firebirds, International, Inc (“Firebirds”). In 2017 a lawsuit was filed in federal court in Kansas, alleging that servers at Firebirds Restaurants may not have been properly paid for all time worked. The lawsuit alleges that FIREBIRDS’s pay practices violated the Fair Labor Standards Act (“FLSA”) and various state wage and hour laws. The lawsuit is before the Honorable Holly Teeter in the United States District Court for the District of Kansas, at Kansas City, Missouri, under the title *Josh Nolen, et al. vs. Firebirds International, Inc.* The lawsuit applies to employees who are or were employed by FIREBIRDS in the position of SERVER while working at a Firebirds Restaurant during the relevant period.

FIREBIRDS has denied and continues to deny all of the allegations in Plaintiff’s petition and denies it violated the FLSA or any applicable state or federal laws. FIREBIRDS maintains that servers were properly paid for their hours worked. The Court has not decided who is right and who is wrong, or weighed the arguments of either side. The parties, however, agreed to a settlement.

You are entitled to participate in the settlement in exchange for a release of all federal, state and local wage and hour claims you may have arising from your employment in the above position.

3. SUMMARY OF THE SETTLEMENT

To settle this case, FIREBIRDS agreed to pay up to a total of \$2,500,000 (“Gross Settlement Fund”), inclusive of all alleged unpaid wages, liquidated damages, penalties, interest, costs, and attorneys’ fees. If you choose to participate in this settlement, you will receive the amount listed on page 1, **before taxes**.

4. YOUR SETTLEMENT AMOUNT

Your individual settlement amount is based on a formula that took into consideration a number of factors, including your length of employment as a server within the relevant period, your state’s tip credit minimum wage, and the claims asserted in the lawsuit. Considering these factors your individual settlement amount was calculated, and is free and clear of attorneys’ fees and litigation costs.

If the Court approves the settlement and all other conditions of the Final Settlement Agreement and Release are satisfied, a portion of your settlement payment will be reported as wages for tax purposes and you will receive an IRS Form W-2 for this portion of the payment. Tax withholdings for wage payments will be deducted from this first check amount. The second check represents the other portion of your settlement payment and will constitute payment for alleged liquidated damages, interest, and penalties, and will be reported on an IRS Form 1099. You shall be solely responsible for the payment of any local, state, or federal taxes resulting from or attributable to the payments received under this settlement. You should consult a tax preparer if you have any tax-related questions.

You will have 90 days to cash your settlement checks after they are issued. Any uncashed checks will be voided after 90 days. After that, you will be unable to obtain payment. It is important that you inform the settlement administrator if you have made a claim but not received your check.

5. ATTORNEYS’ FEES AND COSTS AND SERVICE AWARDS

Plaintiffs’ Counsel are asking the Court to award them one-third of the total settlement for attorneys’ fees in addition to the litigation costs they have paid to litigate the case. Such fees and costs payments will be subject to the Court’s approval. ***Please note, these amounts have already been deducted from the total settlement amount and your settlement amount listed above will not be subject to any further deductions for attorneys’ fees or costs.***

In addition, the named Class Representative and the first Opt-In Plaintiff joining the case intend to seek a service award from the Court in an amount not to exceed \$30,000.00 total for their service and work helping the attorneys prepare the case for trial. *Again, these amounts have already been deducted from the total settlement amount and your settlement amount listed above will not be subject to any further deductions for service awards.*

6. NO RETALIATION IS PERMITTED

If you are a current employee of FIREBIRDS, you will not be retaliated against for joining this case. Under federal law, it is illegal for FIREBIRDS to terminate you or retaliate against you in any fashion because you have joined and/or participated in this lawsuit and/or settlement.

7. EFFECT OF ARBITRATION AGREEMENT

If you signed an arbitration agreement with Firebirds, **that agreement does not apply to this settlement. You may still receive your share of the settlement, even if you signed or otherwise agreed to the arbitration agreement.**

8. APPROVAL OF THE SETTLEMENT AND FAIRNESS HEARING

The settlement is subject to Court approval and satisfaction of all conditions set forth in the Final Settlement Agreement filed with the Court. Plaintiff's Counsel and Defendant will jointly ask the Court on or before May 15, 2019 to finally approve the settlement. The Court will hold a hearing to determine whether the settlement is fair, reasonable, and adequate and should be approved. *You are not required or expected to attend the hearing, but have the opportunity to do so if you choose.*

The final approval hearing will be held at **9:30 a.m. on May 15, 2019** at the United States District Court for the District of Kansas, Bob Dole U.S. Courthouse, 500 State Ave, Kansas City, KS 64106, Topeka Courtroom 410 (HLT).

If the Court approves the settlement and if all conditions set forth in the Final Settlement Agreement and Release are satisfied, FIREBIRDS will deliver all settlement funds to the Settlement Administrator for distribution to Settling Plaintiffs pursuant to the terms of the Settlement Agreement.

If the Court does not approve the proposed settlement, the case will proceed as if no settlement has been attempted. In that event, FIREBIRDS retains the right to contest whether this case can be maintained as a class action and to contest the merits of the claims being asserted by the Plaintiff in this action. If the settlement is not approved, there can be no assurance that the class will recover the amount provided for in this settlement, or anything at all.

9. YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

You may do nothing, withdraw consent ("opt out"), or object to this settlement.

Option A: Return the attached Claim Form, and receive your settlement allocation.

In order to receive your allocation under this settlement you MUST POSTMARK OR RETURN YOUR CLAIM FORM on or before April 6, 2019.

By choosing this option, you agree not to sue FIREBIRDS for any violation of federal, state, or local wage and hour laws arising from your employment by FIREBIRDS as a server working at a Firebirds Restaurant through the date of the entry of the Final Approval Order. For this reason, it is important that you read the Release attached to this Notice carefully and in its entirety.

Option B: Do nothing, release your state wage claims.

If you choose to do nothing, you will abandon your rights to pursue any claims brought under State or Local wage law, and you will receive a reduced payment from this settlement.

Option C: Reject your settlement amount and opt out of this case.

If you choose to reject your settlement amount and opt out of this case, you must provide written notice of your rejection to the Settlement Administrator and it must be postmarked or received by **April 6, 2019 at 5:00 pm Central Time**. If you timely reject your settlement, your claims will be dismissed by the Court without prejudice. If you reject your settlement amount, you may not be represented any longer by the attorneys in this case unless they agree to a new representation of you.

Option D: Object to the terms of the settlement.

If you are a member of the Settlement Class and you do not reject your settlement and opt out of the suit, you may object to the terms of the settlement. If you object and the settlement is approved, you will be barred from bringing your own individual lawsuit asserting claims related to the matters referred to in the lawsuit, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs.

If you object to the settlement, you must, on or before **April 6, 2019** serve upon the Court at United States District Court for the District of Kansas, Bob Dole U.S. Courthouse, 500 State Ave., Kansas City, KS 64106, The Hodgson Law Firm LLC, 3609 SW Pryor Rd., Lee's Summit, MO 64082 (class counsel), and Justin Keith, Greenberg Traurig, One International Place, Suite 2000, Boston, MA 02110 (counsel for FIREBIRDS), a written objection including: (a) your full name, address and telephone number, (b) the approximate dates of your employment with FIREBIRDS, and your job title(s) while employed with FIREBIRDS, (c) a brief written statement of all grounds for the objection accompanied by any legal support for your objection, (d) copies of any papers, briefs or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of the objection, (f) a statement of whether you intend to appear at the Fairness Hearing, and (g) your signature, even if you are represented by counsel. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Settlement Class members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement.

10. SCOPE OF RELEASE

If you return a claim form you consent to remain a Claimant in the above-captioned lawsuit and to participate in the settlement of this action. In exchange for your settlement payment, you agree to release and waive claims against Firebirds International, Inc., its owners, stockholders, predecessors, successors, assigns, and all their agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them from any and all wage and hour claims or causes of action, including but not limited to any claim for violations of federal, state, or other wage and hour laws or common law claims that were asserted in, arise out of, or are related to the subject matter of the lawsuit while employed in the SERVER position at any time through the date of the entry of the Final Approval Order, including but not limited to claims for minimum wages, overtime, nonpayment of wages, meal or rest periods, paid and unpaid time off, reimbursement of expenses, waiting time penalties, unfair business practices, manner, method, amount or timing of any wage or benefit claimed to be due and any other pay practices of any kind.

If you do not return a claim form but also do not opt out of the settlement, you will release and waive claims against Firebirds, International, Inc., its owners, stockholders, predecessors, successors, assigns, and all their agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, and all persons acting by, through, under or in concert with any of them from any and all state wage and hour claims or causes of action, including but not limited to any claim for violations of state, or other wage and hour laws or common law claims that were asserted in, arise out of, or are related to the subject matter of the lawsuit while employed in the SERVER position at any time through the date of the entry of the Final Approval Order, including but not limited to claims for minimum wages, overtime, nonpayment of wages, meal or rest periods, paid and unpaid time off, reimbursement of expenses, waiting time penalties, unfair business practices, manner, method, amount or timing of any wage or benefit claimed to be due and any other pay practices of any kind.

11. YOUR RESPONSIBILITIES

It is your responsibility to keep the Settlement Administrator and Class Counsel informed of any change of address. You must act within the time periods set out in this Notice. The time periods will be strictly enforced. Failure to carry out any of these responsibilities could result in your failure to receive a settlement check. **Note: It is suggested that you keep proof of returning the claim form in a timely manner, including a return receipt request.** You may confirm receipt of your claim form with the Settlement Administrator.

12. QUESTIONS REGARDING THIS NOTICE

If you have any questions regarding this notice, you can contact the Settlement Administrator, Analytics Consulting LLC, at 855-326-4810 or by emailing your question to info@firebirdsclassaction.com.

13. LEGAL COUNSEL

The Attorneys representing Plaintiff in this matter are as follows:

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