

**NOTICE OF PROPOSED CLASS ACTION LAWSUIT SETTLEMENT
AND FAIRNESS HEARING**

TO: PERSONS WHO WORKED AS A NON-EXEMPT HOURLY PAID EMPLOYEE AT JKS HOME IMPROVEMENT, LLC BETWEEN NOVEMBER 30, 2017 AND NOVEMBER 20, 2024.

Based on information in the records of JKS Home Improvement, LLC (“JKS”), you were employed as a non-exempt hourly paid employee between November 30, 2017 and November 20, 2024, and are entitled to participate in the proposed settlement of the case captioned *Smith v. JKS Home Improvement, LLC, et al.*, No.: 3:23-cv-01509-AMN-ML (the “Lawsuit”). The Lawsuit was brought by Kayce Smith.

Under the terms of the parties’ settlement (“Settlement” or “Settlement Agreement”), you may claim money under the Settlement. **A CLAIM FORM IS ENCLOSED WITH THIS NOTICE. YOU WILL RECEIVE MONEY FROM THIS SETTLEMENT ONLY IF YOU RETURN THE ATTACHED CLAIM FORM AND A VALID AND FULLY EXECUTED IRS FORM W-9 TO THE CLAIMS ADMINISTRATOR ON OR BEFORE FEBRUARY 22, 2025.**

1. WHAT IS THE PURPOSE OF THIS NOTICE?

PLEASE READ THIS NOTICE CAREFULLY. It contains important information about your rights concerning the settlement of the Lawsuit. If the Court approves the Settlement Agreement, each Class Member will be bound by its terms related to New York Labor Law claims unless he/she affirmatively opts-out of the Settlement Agreement.

The Court has ordered that this Notice be sent to you to inform you of your rights under the Settlement Agreement resolving the Lawsuit.

2. WHAT IS THIS CASE ABOUT?

The Lawsuit asserts claims under the Fair Labor Standards Act (“FLSA”) and New York Labor Law (“NYLL”) alleging that JKS failed to properly compensate certain employees for all hours worked, including overtime for hours worked in excess of forty per workweek. The Lawsuit also alleges that employees were not provided with the appropriate notices that JKS was required to provide them with.

JKS denies these allegations in their entirety and maintains that all non-exempt hourly paid employees were paid properly and received all monies owed. The Parties have entered into this Settlement Agreement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the claims in the Lawsuit, and no party has prevailed in this action.

3. WHO IS INCLUDED IN THE CLASS?

The Parties have agreed to settle the Lawsuit for a class consisting of all employees employed at JKS between November 30, 2017 and November 20, 2024 (“Class Members”). You have received this notice because JKS has identified you as an employee eligible to receive a portion of the Settlement.

4. HOW WILL MY SHARE OF THE SETTLEMENT FUND BE CALCULATED?

If the Settlement Agreement is given final approval by the Court, Defendants will pay up to a maximum of \$200,000.00 in total settlement funds. If the Court also approves the payments set forth below, the following payments and expenses will be deducted from the \$200,000.00 prior to distribution of the settlement funds to Class Members:

1. Attorneys’ Fees and Costs: Class Counsel will apply to the Court for approval of costs and attorneys’ fees of one-third of the Settlement Fund after deducting their costs.
2. Service Awards: If the Court approves such payments, \$10,000 will be paid to the Named Plaintiff, Kayce Smith.
3. Claims Administrator Costs: Class Counsel will apply to the Court for recovery of all costs of administration of this settlement.
4. If the Court approves the payments listed above, the remaining Settlement Fund (the “Net Settlement Fund”) will be allocated to Class Members based on the number of shifts worked between November 30, 2017 and November 20, 2024.
 - Once checks are issued, they will be valid for only 90 days.

- For more information about how individual settlement awards are calculated, you may contact Plaintiff’s Counsel, Brett Gallaway at McLaughlin & Stern, LLP, 260 Madison Avenue, New York, NY 10016 at 212-448-1100 or bgallaway@mclaughlinstern.com.
- **If you do nothing, you will not receive payment.**

5. HOW CAN I COLLECT MY SHARE OF THE SETTLEMENT?

In order to collect your share of the Settlement, you must fill out the enclosed Claim Form and IRS Form W-9. If you do not fill out a Claim Form or do not provide an IRS Form W-9, you will not receive any money from this settlement. Attached to this Notice is a Claim Form and IRS Form W-9 which you must fill out and mail, postmarked on or before **February 22, 2025** to:

JKS Home Improvement Settlement Administrator
PO Box 1015
Port Washington, NY 11050
Tel: 516-548-3471 | Fax: 516-755-3160
Email: Info@JKSHomeImprovementSettlement.com
Website: www.JKSHomeImprovementSettlement.com

JKS cannot retaliate against you for participating in this Settlement and/or submitting a Claim Form.

It is your responsibility to retain proof of timely mailing or submission of a Claim Form and IRS Form W-9 until receipt of your settlement payment. If you move, you must send the Claims Administrator your new address. It is your responsibility alone to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.

If you are found eligible to participate in the Settlement, you should not expect to receive any payment until the Settlement is final, which will likely be several months away.

6. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

Upon the Order Granting Final Approval of the Settlement Agreement, and except as to such rights or claims as may be created by it, each Class Member, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully releases and discharges Defendants, Defendants’ present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, members, owners, managers, co-joint venture, fiduciaries, trustees, employee benefit plan administrators, agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity which could be jointly liable with any of them (“Releasees”), from any claims under the New York Labor law and/or any applicable New York State Wage Order or local law, including but not limited to, claims related to the time they worked at JKS, claims for unpaid wages, overtime pay, failure to maintain and furnish employees with proper wage records, paystubs, and/or notices, liquidated damages, attorneys’ fees and costs, and all other claims that were or could have been asserted in the Lawsuit under state wage and hour or employment laws, whether known or unknown, through the date of execution of the Settlement Agreement, including but not limited to state law claims for overtime, unpaid wages, interest, liquidated damages, and attorneys’ fees and costs related to such claims.

In addition, if you sign and return a Claim Form that is accepted pursuant to this Settlement and endorse your settlement check, you, on your own behalf, and on behalf of your respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, will forever and fully release Defendants and Releasees from any FLSA claims relating to the time you worked at JKS, claims for unpaid wages and/or overtime wages, interest, liquidated damages, and attorneys’ fees and costs related to such claims, that were or could have been asserted in the Litigation, whether known or unknown, through the date you sign the Claim Form.

7. HOW DO I OPT OUT OF THE SETTLEMENT CLASS?

You have the option of opting out of the Settlement Agreement if you do not want to participate in the Settlement or be bound by the release of claims described above. To opt-out of the Settlement Agreement you must do so by **February 22, 2025**. If you do not opt out, you will be bound by the terms of the Settlement Agreement with regard to your New York Labor Law Claims. To opt out, you must mail a signed letter which specifically states, “I elect to exclude myself from the settlement in Smith v. JKS Home Improvement, LLC, No. 3:23-cv-01509-AMN-ML” postmarked no later than **February 22, 2025**. You must include your name and address in the letter. If you choose to opt out, send your letter to:

JKS Home Improvement Settlement Administrator
PO Box 1015

8. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you have not opted out of the Settlement, and if you wish to present objections to the proposed settlement at the Fairness Hearing, you must first do so in writing. You are not required to submit an objection. Written objections must be postmarked no later than **February 22, 2025** and sent to:

JKS Home Improvement Settlement Administrator
PO Box 1015
Port Washington, NY 11050

Written objections must contain your name and address, must be signed by you, and must include reference to the matter of Smith v. JKS Home Improvement, LLC, No. 3:23-cv-01509-AMN-ML. If you opt out of the settlement, you may not also object to the settlement.

9. WHEN IS THE FAIRNESS HEARING?

A hearing before the Honorable Anne M. Nardacci will be held on Friday, April 10, 2025, at 10:00 a.m. at the United States District Court for the Northern District of New York, 445 Broadway, Courtroom 6, 1st Floor, Albany, NY (the “Fairness Hearing”). The purpose of this hearing will be for the Court to determine whether the Settlement Agreement is fair, adequate, and reasonable and should be approved by the Court. The Court will consider any comments or objections filed in accordance with the procedures described above.

10. HOW CAN I EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court. Additionally, if you have questions about this Notice or want additional information, you can contact Brett Gallaway of McLaughlin & Stern, LLP at 212-448-1100 or bgallaway@mclaughlinstern.com or the Claims Administrator at the address/phone number listed above.