

Oltmanns v Highland Arms Enterprises Inc.  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
SAINT PAUL MN 55164

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<<Claimant ID>> <<SEQ ID>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>> <<ADD ADDRESS 2>>

<<CITY>> <<STATE>> <<ZIP>>

KING COUNTY SUPERIOR COURT - THE STATE OF WASHINGTON

## If you worked for Precision Door Service, a Class Action Settlement may affect your rights.

*A Court authorized this Notice. This is not a solicitation from a lawyer.  
Please read this Notice carefully.*

- This Notice provides information about a proposed Class Action Settlement of a Lawsuit brought by Caleb Oltmanns (Plaintiff) against Highland Arms Enterprises, Inc., d/b/a "Precision Door Service" (Defendant/Company).
- Plaintiff claims the Company failed to properly calculate commissions owed to him and other employees who worked as Estimators, Technicians, and/or Door Designers.
- Defendant denies any wrongdoing and denies all the allegations in Plaintiff's Lawsuit. Defendant resolved this case as a business decision to avoid the risk, cost, and inconvenience of litigation.
- Plaintiff and Defendant (the Parties) have reached a proposed Settlement and have presented it to the King County Superior Court for approval. If the Settlement is approved, Defendant will pay \$570,000 to cover: payments to Class Members; attorneys' fees and costs; administrative fees; and a payment to Plaintiff for his efforts in the case.
- You have the option to participate in the Settlement or not.

### SUMMARY OF YOUR RIGHTS AND OPTIONS

|                                 |  |
|---------------------------------|--|
| <b>DO NOTHING</b>               | If you do nothing, you will receive a Settlement payment. In exchange, you will give up ("release") any rights to sue Defendant separately for any commission-related claims.  |
| <b>ASK TO BE EXCLUDED</b>       | If you ask to be excluded, you will not share in the Settlement funds and you cannot object to any of the terms of Settlement; however, you will keep any rights you have to sue (or not sue) Defendant at your own expense. |
| <b>OBJECT TO THE SETTLEMENT</b> | If you don't like the Settlement, you can file an objection and tell the Court why. If the Court approves the Settlement anyway, you will be bound by it.  |

### 1. Why am I getting this Notice?

You are receiving this Notice because Company records show that you worked as a Technician, Estimator, and/or Door Designer for the Company at some point between August 9, 2017 and December 31, 2023 and received at least one commission payment during that time.

The Court ordered that this Notice be sent to advise you of your rights. If you **want** to participate, you do not need to do anything. You will automatically be a part of the Settlement and will receive a payment. If you **do not** want to participate, you must complete and return the Form attached to this Notice called a "Request to be Excluded."

### 2. What is this Lawsuit about?

Plaintiff Caleb Oltmanns, a Company employee, alleges that the Defendant failed to properly calculate the commissions owed to him and other commissioned employees under written agreements; in particular, he alleges that Defendant inflated the "costs" charged on commissions, thereby reducing the employees' share. Defendant denies all allegations in the Lawsuit and denies any wrongdoing.

The Honorable Jim Rogers of the King County Superior Court is overseeing this Lawsuit, referred to as: *Oltmanns v. Highland Arms Ent., Inc. dba Precision Door Serv.*, (Case Number 23-2-14774-0).

### 3. What is a Class Action and who represents me?

A "Class Action" is a lawsuit where one individual brings claims on behalf of a group of other similarly situated "Class Members." In this case, Plaintiff brought claims for unpaid commissions on behalf of himself and other Technicians, Estimators, and/or Door Designers.

Plaintiff is represented by the law firm of Schroeter Goldmark & Bender. The Court has determined that these lawyers are qualified to represent the Class. If you want to hire your own lawyer, you may do so at your own expense.

### 4. Am I a Class Member?

As part of the Settlement, the Court has decided that everyone who fits the following description is a Class Member:

Individuals employed by Precision Door in Washington State as a Technician, Estimator, and/or Door Designer between August 9, 2017 and December 31, 2023 and who received at least one commission payment during that time period.

### 5. What are the reasons for the proposed Settlement?

The Court did not decide in favor of the Plaintiff or Defendant in this case. Instead, both sides agreed to a Settlement after they exchanged information, conducted their own research, and engaged a neutral mediator to assist with negotiations.

Plaintiff and his attorneys have determined that the Settlement is fair and reasonable and in the best interests of the Class after considering many factors, including the expense, uncertainty, and delay of further litigation.

The Company has concluded that further litigation of the case would be burdensome, expensive, and time-consuming. While it denies any wrongdoing, Defendant has agreed to the Settlement to fully resolve the claims against it.

## 6. What are the terms for the proposed Settlement?

The following is a summary of the terms of the Settlement. A complete copy of the Settlement Agreement is on file with the Clerk of the Court at the King County Superior Court, in Seattle, Washington.

Defendants agree to pay a total amount of **\$570,000** (the Gross Settlement Fund) to cover the following:

- **Settlement Class Payments.** At least **\$390,000** (the Net Settlement Fund) will be paid to Class Members who decide to participate. Each Class Member will receive a minimum payment of fifty dollars (\$50); thereafter, the Net Settlement Fund will be allocated on a pro rata basis, based on the commissions and interest Plaintiff calculates is owed to each individual Class Member. The exact amount of the individual payment will depend on how many Class Members participate but is estimated to be the equivalent of 70% of the wages alleged to be owed. For tax purposes, the amounts paid to Class Members will be divided: (i) 40% to back wages, subject to payroll taxes, and reported on a Form W-2; and (ii) 60% to interest and exemplary damages, which is taxable income reported on a Form 1099, but not subject to payroll taxes.
- **Attorneys' Fees and Costs.** If the Court approves it, the Gross Settlement Fund will be used to pay Plaintiff's attorneys fees at 25% of the Gross Settlement Fund (\$142,500) plus their out-of-pocket costs, which are currently just over \$3,000. Plaintiff's attorneys have been investigating this Lawsuit since mid-2023 and will continue to work on it through completion but have not yet received any compensation for their services.
- **Class Representative Award.** If the Court approves it, the Gross Settlement Fund will cover an award of up to \$10,000 to Plaintiff Caleb Oltmanns in recognition of his efforts in serving as a Class Representative.
- **Settlement Administrator Fees.** Finally, if approved, the Gross Settlement Fund will be used to pay \$9,200 to an experienced administrator, Atticus Administration, LLC, to handle Settlement logistics, such as issuing and mailing checks to each Class Member and processing payroll taxes and tax forms.

## 7. What is the legal effect of the Settlement?

If the Court approves the Settlement, the Judge will enter a final order dismissing the Lawsuit.

Additionally, Defendant will be "released" from commission-related claims that were or could have been brought in the Lawsuit, as outlined in Section 2 of the Parties' Settlement Agreement (including any attendant claims for wages, exemplary damages, interest, and attorneys' fees and costs). If you choose to participate in the Settlement and receive a payment, you will be bound by this release, meaning you will not be permitted to file a separate lawsuit against the Company for any commission-related claims that accrued between August 9, 2017 and December 31, 2023, including for any alleged unpaid commissions, improper deductions from commissions, late payment of commissions, or any other claims or damages related to commissions during this period.

## 8. What do I need to do to take part in the Settlement? When will I be paid?

If you want to participate in the Settlement, you are not required to do anything. If the Court approves the Settlement at a final hearing, and if no appeal is filed, payments will be mailed approximately 45 days after final approval.

## 9. Can I exclude myself from the Settlement?

Yes. If you **do not** want to participate in the Settlement, you can opt out of the case. If you opt out, you will not receive any payment from the Settlement. You will retain your rights under the law and are free to pursue any possible claims on your own at your own expense.

If you want to be excluded, you must communicate your decision by using the "Request for Exclusion" Form, attached to this Notice. Your Form must be received by **June 24, 2024**.

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**10. Can I participate in the Settlement, but object to a term of the Settlement?**

Yes, you can participate in the Settlement, but still object to some aspect or term of the Settlement. If you wish to do so, you must submit a **written objection** to the Clerk of the Court by **June 24, 2024**. You must also provide a copy of your written objection to:

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Lindsay Halm  
Re: Precision Door Class Action  
Schroeter Goldmark & Bender  
401 Union Street, #3400  
Seattle, WA 98101  
Email: [dardeau@sgb-law.com](mailto:dardeau@sgb-law.com)  
Phone: 206-622-8000

Any written objection must contain your name, address, phone number, email, and the substance of your objection. If you file a timely objection, you may appear in person at the final hearing (date below) to explain your position. You may hire an attorney at your own expense to represent you at this hearing. Only Settlement Class Members who object to the proposed Settlement according to these procedures will be permitted to appeal any decision related to the Settlement. Settlement Class Members who fail to present objections in the manner outlined in this Notice will have waived the right to object.

**11. Can anyone retaliate against me for participating or excluding myself?**

No one is permitted to punish you in any way if you choose to participate in or exclude yourself from this Settlement.

**12. When will the Court decide whether to approve the Settlement?**

On September 6, 2024 at 10:00 a.m. at the King County Superior Court in Seattle, Washington, the Court will conduct a hearing to determine whether the proposed Settlement is fair, adequate, and reasonable. Attorneys for Plaintiff and Defendant will attend.

**NOTE:** If you wish to attend the hearing you are welcome, but are **not** required to do so. If you wish to **speak** at the hearing, you must notify the Court by **June 24, 2024**. The date and time of the hearing is subject to change without further Notice; please confirm the date/time with the Court if you wish to attend.

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**13. How can I obtain more information?**

**DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANT’S ATTORNEYS WITH QUESTIONS.**

Any questions you have concerning this Notice or any changes of name or address may be directed to: [HTPA](mailto:HTPA) Phone #[1-888-900-8779](tel:1-888-900-8779) or [OltmannsHighlandArmsSettlement@atticusadmin.com](mailto:OltmannsHighlandArmsSettlement@atticusadmin.com)

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More details and a full copy of the Settlement Agreement are available at this website: [www.atticusadmin.com/class-action-cases/](http://www.atticusadmin.com/class-action-cases/). You may also review and copy pleadings and other records in this litigation at any time during regular office hours at the Office of the Clerk, King County Superior Court, in either Seattle or Kent.

**REQUEST TO BE EXCLUDED**

Please carefully read the Notice mailed with this form before you go any further.

Do not fill out this form if you want to participate in the Settlement and receive a payment.

If you **do not** want to participate in the Settlement and receive a payment, please check the box below, sign and date this form, and return it to the address listed here. This Form must be mailed or and or emailed by **June 24, 2024**:

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Oltmanns v Highland Arms  
c/o Atticus Administration  
PO Box 64053  
Saint Paul, MN 55164  
Email: [OltmannsHighlandArmsSettlement@atticusadmin.com](mailto:OltmannsHighlandArmsSettlement@atticusadmin.com)

I want to be **excluded** from the Class Action Settlement in the case *Oltmanns v. Highland Arms Enterprises, Inc.*, Case Number 23-2-14774-0 (King Co. Superior Court).

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**DATED:** \_\_\_\_\_