

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

ATHENA HARRIS and ROBIN WHITE-GUNN :
Individually And On Behalf Of All Others :
Similarly Situated, :

Plaintiffs, :

v. :

FREDERICK J. HANNA & ASSOCIATES, P.C. :
and FREDERICK J. HANNA, :

Defendants. :

CIVIL ACTION FILE NO.
2010CV181202

Judge Constance C. Russell

NOTICE OF LAWSUIT AND SETTLEMENT

To: Current and former hourly paid employees of Frederick J. Hanna & Associates, P.C. who were not paid for all regular hours worked or all overtime hours worked between November 1, 2006, and November 1, 2009 (defined as the "Settlement Class Members").

RE: Lawsuit filed against Frederick J. Hanna & Associates, P.C. and Frederick J. Hanna regarding unpaid wages.

I. INTRODUCTION

The purpose of this Notice is to inform you of the existence of a collective action lawsuit and settlement, to advise you of how your rights may be affected by this lawsuit and settlement, and to instruct you on the procedure for joining and participating in this lawsuit and settlement if you decide that it is in your interest to do so. This is your decision, and you have no obligation to participate in the settlement of this case or to respond to this Notice. If you fall within the definition of the Settlement Class Members above, you have the right to participate in this settlement without filing a separate lawsuit.

II. DESCRIPTION OF THE LAWSUIT AND SETTLEMENT

A. Plaintiffs' Claims:

On February 8, 2010, Plaintiffs Athena Harris and Robin White-Gunn (collectively "Named Plaintiffs") filed this lawsuit under the Fair Labor Standards Act ("FLSA") against Frederick J. Hanna & Associates, P.C. and Frederick J. Hanna (collectively "Defendants") on behalf of themselves and all other similarly situated employees. Named Plaintiffs are former employees of Frederick J. Hanna & Associates, P.C. who were paid on an hourly basis at some point between November 1, 2006, and November 1, 2009. In the lawsuit, Named Plaintiffs alleged that, during the three years prior to the filing of the lawsuit, they worked in excess of forty (40) hours in some weeks and did not receive the overtime pay to which they are entitled. Named Plaintiffs filed this lawsuit to recover all the overtime pay owed to them, an equal amount called liquidated damages and their attorneys' fees and costs of litigation. Named Plaintiffs contend the amount of uncompensated work time and the amounts owed to them are reflected in the time and payroll records of Frederick J. Hanna & Associates, P.C.

B. Defendants' Claims:

Defendants deny that they violated the FLSA in any way and deny that Frederick J. Hanna is an "Employer" under the FLSA. They contend that they properly paid Named Plaintiffs under the law for all overtime hours worked and that they exercised good faith in determining how the FLSA applied to their hourly paid employees and to their compensation.

C. The Settlement:

In an effort to resolve this dispute quickly and efficiently, Defendants have agreed to settle the claims asserted in this lawsuit and have also agreed to settle additional claims that arise under the Fair Labor Standards Act that Defendants did not pay employees for regular hours actually worked. Through their attorneys, Named Plaintiffs have conducted an extensive investigation and analysis of the facts and law applicable to this action, including an analysis of the maximum amount of damages available to the Settlement Class Members. Named Plaintiffs, Defendants and their attorneys are satisfied that the terms of the settlement are fair, reasonable and adequate, after taking into account the risks inherent in litigation, including the likelihood that, if not settled now, this litigation will be prolonged and expensive.

Fulton County Superior Court Judge Constance C. Russell has certified this lawsuit as a collective action, which means that all current and former employees of Defendants who were employed by Defendants as hourly employees in any part of the United States between November 1, 2006, and November 1, 2009, are eligible to join. The Court has not, however, expressed any opinion as to the merits of any of the claims or defenses asserted by either side in this case.

III. THE TERMS OF THE PROPOSED SETTLEMENT

The principal terms of the proposed settlement are that, for all eligible employees who properly join this lawsuit, they will have all regular and overtime hours owed but not paid between November 1, 2006, and November 1, 2009, compensated at a rate of time and a half the regular hourly rate of each eligible employee. Employees' hourly rates were calculated during each pay period by dividing the "home rate," as used by the payroll company for Defendants, by 80 hours, with minor exceptions. In calculating the amounts owed, Defendants will receive credit for all payments they made, which were not bonuses. The amount of overtime pay owed is calculated by adding all hours actually worked each week in excess of 40 hours, excluding vacation time, holiday time, sick leave, absent time or personal time. It should be noted that, while vacation time, holiday time, sick leave, absent time and other leave time is not included when calculating unpaid overtime, that time has been reviewed to determine if an employee was properly paid for all hours worked.

The amounts owed were calculated by comparing each employee's time records against their earning statements and other records reflecting wage payments. However, there were times when Defendants' payroll and time records were not consistent. When that occurred, the hours worked for which you will be paid if you join the lawsuit were: capped at 13.29 hours per day; counted as the average of the conflicting data if the time records did not match yet each record reported you worked less than 13.29 hours; or if one time record showed you worked hours, but another time record shows you did not, you received credit for the time showed. If you worked, but had missing time records preventing the parties from being able to determine if you were paid correctly, you will be paid your average loss during your other employment periods.

You should understand that the settlement of these claims involves a compromise. In exchange for Defendants agreeing to pay the above described unpaid wages at a rate of time and a half your regular hourly wage, with no further litigation, Named Plaintiffs and their attorneys have agreed to waive their claims for liquidated damages. Liquidated damages are an amount equal to the amount of wages you are owed, but require additional proof that the overtime pay violations were "willful" and not made in "good faith." If you choose to join this lawsuit and settlement, you will be waiving your claims for any liquidated damages and, instead, will be accepting payment of a compromise amount.

IV. COMPOSITION OF THE CLASS

Named Plaintiffs brought this action on behalf of themselves and also on behalf of other similarly situated current and former employees of Frederick J. Hanna & Associates, P.C. and Frederick J. Hanna who were paid by the hour (not salaried) and who have unpaid regular time wages or overtime at any time between November 1, 2006, and November 1, 2009. For the purposes of settlement of this lawsuit, Defendants have agreed that all such persons are similarly situated and may participate in this lawsuit and its settlement.

V. YOUR RIGHT TO JOIN THIS LAWSUIT AND PARTICIPATE IN THE SETTLEMENT

If you are receiving this notice, you may join this lawsuit and settlement by **completely filling out and signing the Consent to Join Form (attached hereto as Exhibit A) and timely returning it to the Settlement Administrator.** It is entirely your own decision whether you join this lawsuit. You are not required to participate or take any action, but will not receive any money from this lawsuit unless you timely complete the attached Consent to Join Form and return it to the Settlement Administrator.

The Settlement Administrator's name and address is:

Harris v. Frederick J. Hanna & Associates, P.C. Settlement
c/o GCG, Inc.
P.O. Box 9349
Dublin, OH 43017-4249

The Settlement Administrator's toll-free telephone number is:

1-800-231-1815

VI. TIME LIMIT FOR FILING CONSENT TO JOIN FORM

All persons seeking to join this lawsuit and participate in the settlement must mail a completely filled out Consent to Join Form to the Settlement Administrator signed by you, which must be postmarked no later than sixty (60) days from the date of mailing of this Notice.

Any person whose Consent to Join Form is NOT signed or is NOT postmarked and mailed to the Settlement Administrator within sixty (60) days from the date of mailing of this Notice will not be permitted to join this lawsuit and will not participate in the settlement.

VII. LEGAL EFFECT OF JOINING THIS LAWSUIT

If you choose to join this lawsuit, you will fully participate in the settlement and are agreeing that you are releasing all claims against Defendants and their employees, shareholders, officers, partners, agents and affiliated entities that arise out of, concern or relate to their claims under the Fair Labor Standards Act against the Defendants and their employees, shareholders, officers, partners, agents and affiliated entities for the time period of November 1, 2006 through November 1, 2009, except claims under the Equal Pay

For questions call 1-800-231-1815

Act and for retaliation under the FLSA are excluded from this release. It is important that you understand that you cannot revoke this release after you join this lawsuit and you are forever releasing the right to pursue additional claims that arise under the Fair Labor Standards Act against the Defendants and their employees, shareholders, officers, partners, agents and affiliated entities for the time period of November 1, 2006 through November 1, 2009. Claims under the Equal Pay Act and for retaliation under the FLSA are excluded from this release.

If you join this lawsuit you will not have to pay any litigation costs, expenses or attorneys' fees. Instead, litigation costs, expenses and attorneys' fees, which have been separately negotiated as part of the settlement, will be paid in full directly by Defendants. The Court already has approved these attorneys' fees and costs as appropriate and reasonable.

The decision to settle this lawsuit on the terms stated in this Notice will be binding upon you if you choose to join this lawsuit. If you join this lawsuit, you will be allowed, at your option, to obtain certain information from the Settlement Administrator on how your award was calculated. Upon request, you will be furnished with your Employment Data Range between November 1, 2006 and November 1, 2009, along with the Pay Period Where Pay Is Owed, Total Hours Owed For That Pay Period, Hourly Rate and Total Pay Owed Under Settlement. If you want to obtain this information, you must mail a legible signed written request to the Settlement Administrator no later than seventeen (17) days from the postmark date of this Notice. The Settlement Administrator shall send out to you via U.S. Mail your damages calculation within three (3) business days of receiving your request. If you make this written request for the damages calculation to the Settlement Administrator, you shall have ten (10) days from the postmark date on the envelope containing the Settlement Administrator's damages calculation report to file any objections based on clerical or typographical errors. Such objections must be made to the Settlement Administrator in writing. If you do not request your damages calculation in a timely manner, you may not receive your damages information with sufficient time to file any objections, as any objections to clerical or typographical errors must be postmarked no later than thirty (30) days from the postmark date of this notice.

VIII. LEGAL EFFECT OF NOT JOINING THIS LAWSUIT

If you do NOT join this lawsuit, you will not be affected by this lawsuit or the settlement, and you will NOT participate in the settlement in any way. You will NOT be entitled to share any amounts recovered by the settlement class and will not be barred by any ruling in this lawsuit. You will be free to file your own lawsuit against Defendants subject to any defenses that might be asserted. Those defenses include the applicable statute of limitations period, which is two (2) years for non-willful violations of the FLSA and three (3) years for willful violations of the FLSA. In short, the only way to recover the wages owed to you between November 1, 2006 and November 1, 2009 is to sign the Consent to Join Form in order to join this lawsuit and settlement.

IX. YOUR LEGAL REPRESENTATION IF YOU CONSENT TO JOIN

If you consent to join this lawsuit and participate in the settlement, your legal interest will be represented by Named Plaintiffs Athena Harris and Robin White-Gunn, through their attorneys as counsel for the class. The attorneys for the class are:

GREENFIELD MILLICAN, P.C.
Lisa T. Millican, Esq.
44 Broad Street, N.W., Suite 607
Atlanta, Georgia 30303
Telephone: (404) 522-1122
Facsimile: (404) 522-1133
lisa.millican@lawofficepc.com

LAW OFFICE OF JOSHUA A. MILLICAN, P.C.
Joshua A. Millican, Esq.
44 Broad Street, N.W., Suite 607
Atlanta, Georgia 30303
Telephone: (404) 522-1152
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joshua.millican@lawofficepc.com

You have the right to obtain legal advice from any attorney of your own choosing at your own cost as to the meaning of the Notice and whether it is advisable for you to complete and return a Consent to Join Form to the Settlement Administrator. Please understand, however, that the settlement terms in this case, which include a release of all claims against the Defendants and their past and present employees, shareholders, officers, partners, agents and affiliated entities that arise out of, concern or relate to their claims under the Fair Labor Standards Act for the time period of November 1, 2006 through November 1, 2009 (except claims under the Equal Pay Act and for retaliation under the FLSA are excluded from this release), will be binding on you if you join this lawsuit regardless of whether you hire an attorney to review this Notice. Your personal attorney will not have any rights to file objections to the terms of this settlement other than to notify the Settlement Administrator of a clerical or typographical error.

X. COUNSEL FOR FREDERICK J. HANNA & ASSOCIATES, P.C. AND FREDERICK J. HANNA

The attorneys for Frederick J. Hanna & Associates, P.C. and Frederick J. Hanna are:

Mark L. Keenan, Esq.
Brennan W. Bolt, Esq.
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For questions call 1-800-231-1815

XI. THE AMOUNT YOU WILL RECEIVE IF YOU TIMELY FILE A CONSENT TO JOIN FORM

Your individualized settlement amount is identified on the enclosed Consent to Join Form. If you choose to join this lawsuit, you will receive that individualized settlement amount, less all applicable payroll withholdings at the rates set forth on your W-2 Form when you were last paid by Defendants. Those individuals who properly consent to join the settlement can typically expect to receive their settlement check within one hundred and fifty (150) days from the date of this mailing. If you do not cash your settlement check within one hundred and twenty (120) days following the issuance of the check, your check will be void and the amount of your settlement will revert to the Defendants, but you still will be bound by the terms of the Settlement.

Your individualized settlement amount has been determined by an examination of the payroll and timekeeping records of Defendants and was calculated using the agreed upon formula discussed above as well as the actual pay rates that applied to you when you worked for Defendants during the period of November 1, 2006, to November 1, 2009, as reflected in the time keeping and payroll records of Defendants.

The differences in the amounts each Settlement Class Member is entitled to receive is based on that class member's actual rate of pay, regular work hours, vacation time, holiday time, sick leave, absent time or personal time, overtime hours and exempt status during the time period between November 1, 2006 and November 1, 2009.

XII. ATTORNEYS' FEES AND COSTS OF LITIGATION

The Settlement Agreement provides that Defendants shall pay thirty three and one third percent (33 and 1/3%) of the total wages owed, but not paid, compensated at a rate of time and a half the regularly hourly rate of all current and former employees, between November 1, 2006 and November 1, 2009. This amount is to be paid by the Defendants in addition to each Settlement Class Member's settlement amount and no deductions from any Settlement Class Member's settlement amount will be made for attorneys' fees or costs of litigation. Defendants also shall pay the full reasonable cost and fees charged by the Settlement Administrator in fulfilling its duties of data collection, importing data, making calculations and administration of the settlement. Defendants shall also reimburse \$440.00 to Plaintiffs' counsel for costs incurred with the actual filing and service of the lawsuit. Under the Settlement Agreement, the parties agreed that Athena Harris shall receive her individualized losses plus an additional one half of those losses for serving as a Named Plaintiff and initiating the litigation against Defendants on behalf of the class.

XIII. EXAMINATION OF PAPERS

This Notice is not all-inclusive. All of the above descriptions of allegations, responses, the settlement and other matters in this lawsuit are only summaries and do not fully describe all aspects of the case or the settlement. The full and complete Consolidated Settlement Agreement is attached as Exhibit B and contains all terms of the settlement.

XIV. CHANGE OF ADDRESS

If you have any change of address after receiving this Notice and want to participate in this lawsuit and settlement, you are required to notify the Settlement Administrator at the address listed in Section V above. Neither the Court, nor the parties, nor their counsel will be responsible for your failure to provide adequate notice of any change in your address.

THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE HONORABLE CONSTANCE C. RUSSELL, JUDGE OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA. THE COURT HAS ALREADY APPROVED THE SETTLEMENT AS FAIR AND REASONABLE, BUT HAS TAKEN NO POSITION REGARDING THE MERITS OF THE PLAINTIFFS' CLAIMS OR THE DEFENSES OF FREDERICK J. HANNA & ASSOCIATES, P.C. AND FREDERICK J. HANNA.

YOU SHOULD NOT CONTACT THE COURT WITH ANY QUESTIONS.