

NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT

IN THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY

SETTECASI V. GOTHAM HALL, LLC, Index No. 152791/2018

You have a right to participate in this settlement if you performed work as a server, bartender, or in a related service position which customarily receives gratuities at Gotham Hall or Ziegfeld Ballroom during the period between March 1, 2012 and August 9, 2024.

Based on information available to the parties, you may be a class member who is entitled to participate in the settlement of the case captioned *Settecasí v. Gotham Hall, LLC*. A settlement has been reached in this class action lawsuit. This notice has been authorized by the New York Supreme Court, New York County, to inform you of your potential right to participate in the settlement. **Please read this notice carefully.** It contains important information about your rights concerning the class action settlement described below if you are an eligible settlement class member.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT	To participate in the settlement and receive a share of the settlement fund, you must: (1) fully and timely complete and sign the Claim Form and Release; (2) timely mail, email, or fax, the executed Claim Form and Release, to the Settlement Administrator. <i>See</i> question 7 for complete instructions. The Claim Form and Release and supporting documents must be postmarked, emailed, or faxed back to the Settlement Administrator by August 9, 2024 .
IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT OR IF YOU ELECT TO DO NOTHING IN RESPONSE TO THIS NOTICE	If you do not want to participate in the settlement, and do not wish to receive a share of the settlement fund, then you should not complete a claim form. If you do not participate in the settlement, but do not opt-out of the settlement, then you will be bound by the release of state law claims described in question 11 below. You will not receive any money from the settlement, and you cannot sue Defendants for allegedly unpaid wages, gratuities or other related matters and claims relating to any work you performed at the Venues (defined below).
IF YOU WANT TO OBJECT TO THE SETTLEMENT	If you do not opt-out of the settlement (explained below), you may write to the Court about why you believe the settlement is unfair or unreasonable. If the Court rejects your objection, you will still be bound by the terms of the settlement. If you object, you may ask to appear before the Court to express your concerns about the fairness of the settlement. Procedures for objecting are described in question 8 below. If you opt-out of this action, as described in question 9 below, you may not object and will not be bound by the settlement.
IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT	If you wish to exclude yourself (“opt-out”) from the settlement and not receive a payment, you must follow the directions outlined in question 9 below.

1. What is this lawsuit about?

A lawsuit was filed by current plaintiffs in the action, Vincent Settecasí, Pamela Graham, and Coree Spencer (“Plaintiffs”), on behalf of themselves and others whom they claim are similarly situated alleging that Gotham Hall, LLC, Gotham Hall Operating Entity LLC, Core Ziegfeld, LLC, Simon Auerbacher, and Bruce A. Kurtz (“Defendants”) violated the New York Labor Law by, among other things, unlawfully retaining monies they purport to be gratuities in connection with private or

banquet events held at Gotham Hall and Ziegfeld Ballroom (the “Venues”). Plaintiffs sought to recover allegedly retained gratuities and tips, as well as interest, attorneys’ fees, costs, and other relief.

Defendants vigorously denied that they violated the law or that they owed any gratuities and/or tips to Plaintiffs, any potential class member or other worker. Defendants denied any liability and maintained that they have consistently acted in accordance with all governing laws at all times. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Defendants have concluded that it is in their best interests to resolve and settle the lawsuit by entering into a settlement agreement (“Agreement”), without admitting any wrongdoing or liability.

The lawsuit is presently before Hon. Eric Schumacher, J.S.C., of the Supreme Court of the State of New York, New York County.

2. Why did I receive this notice?

You have received this notice because records subpoenaed by the Parties show or suggest that you performed work at Gotham Hall or Ziegfeld Ballroom as a server, bartender or in a related service position which customarily receives gratuities between March 1, 2012 and August 9, 2024.

3. What is a class action and who brought this lawsuit?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people. These people are called class action members (“Class Members”). In a class action, one court resolves the issues for all Class Members who do not opt-out.

This lawsuit was brought by Plaintiffs who took a lead role in this litigation and provided substantial assistance in its resolution.

4. Why is there a settlement?

The attorneys representing the Class Members (“Class Counsel”) have analyzed and evaluated the merits of the claims made against Defendants in this lawsuit. Such work included client intakes, witness interviews, the exchange of information, and numerous telephonic settlement conferences between counsel and representatives of Defendants, as well as a full day virtual mediation with esteemed neutral mediator Martin F. Scheinman. Class Counsel and Plaintiffs have entered into this settlement based upon an analysis and evaluation of this data, relevant law, the potential for an adverse ruling that might severely limit or terminate the ability of Class Members to recover for any alleged unpaid monies, and the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might not result in any recovery whatsoever – including based on the long-term effects of COVID-19 on the hospitality industry – or might result in a recovery that is less favorable and that would not occur for several years. Class Counsel and Plaintiffs are satisfied that the terms and conditions of this settlement are fair, reasonable, and adequate and that this settlement is in the best interest of the Class Members.

Defendants deny the allegations of wrongdoing in the lawsuit, and deny that they owe any workers any compensation. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Defendants have concluded that it is in their best interests to resolve and settle the lawsuit, without admitting any wrongdoing or liability.

5. What does the settlement provide?

Pursuant to the terms of the Agreement, Defendants have agreed to create a settlement fund that will be used to make payments to all Class Members who timely and properly complete and return the Claim Form and Release. The Claim Form and Release is enclosed with this Notice.

Defendants agreed to provide a Gross Settlement Fund equal to the potential aggregate sum of all potential claims, costs, fees, not to exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00), to settle the litigation. In the event that the total amount of monies owed as described herein exceeds 76.67% of the Gross Settlement Fund,

Defendants, in their discretion, may terminate the Agreement in its entirety at which time it will have no force or effect. In the event Defendants exercise this option, Plaintiffs and Class Counsel may agree to reduce the Final Settlement Amount to a figure equal to or less than 76.67% of the Gross Settlement Fund by pro rating the amounts to be allocated to Class Counsel as and for attorney's fees, and the amount to be allocated to Authorized Claimants as and for their individual allocations.

In addition to settlement payments, the money in the settlement fund will be used to pay for fees and costs and Class Counsel's Fees, Costs, and Expenses. The complete terms and conditions of the settlement may be obtained by contacting Class Counsel directly.

6. How much is my settlement payment?

Your settlement payment, assuming you timely submit all requisite materials and information and are properly considered to be a part of the class, will ultimately be based on the amount of events you worked at either Gotham Hall and/or Ziegfeld Ballroom. Both Class Counsel and Defendants have attempted to obtain records demonstrating the amount of events you worked at these venues, however, some of the information provided by third parties may have been incomplete. For this reason, the amount of events worked that are being attributed to you may include an estimate based on an extrapolation of data. To the extent you have documentation supporting the number of times you worked at the venues, you may be asked to provide such documentation. For these reasons, at this time there is not a precise dollar amount associated with the number of events you are being credited with having worked.

Settlement Checks to Authorized Claimants will be deemed IRS Form 1099 non-wage income.

7. How can I participate in the settlement?

To receive a payment you must timely complete and return the enclosed Claim Form and Release. **Your Claim Form and Release must be postmarked to the Settlement Administrator on or before August 9, 2024. The Settlement Administrator's contact information is:**

Settecasí, et al. v. Gotham Hall LLC, et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: 1-949-419-3446
Toll-Free Number: 1-888-801-2130
Email: gothamhallsettlement@cptgroup.com
Website: www.gothamhallsettlement.com

If you do not properly complete and timely submit your Claim Form and Release, then you will not be eligible to receive any payment. The Settlement Administrator will not make your payment until the settlement is fully and finally approved by the Court.

8. How do I tell the Court that I don't like the settlement or object to it?

If you do not opt-out of the settlement, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court may consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement.

To object, you must send a letter to the Settlement Administrator saying that you object to the settlement of *Settecasí v. Gotham Hall, LLC*. If you wish to appear before the Court to be heard, you must specifically request an opportunity to do so in your objection letter. Your statement must include all reasons for your objection and any supporting documentation in your possession. Your statement must also include your name, address, email address, and telephone number. If you wish to present your objection at any hearing the Court deems necessary, you must state your intention to do so in your written

objection. Your objection will not be considered unless it is postmarked, faxed or emailed to the Settlement Administrator, on or before August 9, 2024, at the address or fax number listed in question 7.

The Settlement Administrator will share your objection with Class Counsel and Defendants' counsel and your objection will be filed with the Court. You will be contacted by the Settlement Administrator or Class Counsel with the date, time and location of any Court hearing, should the Court wish to schedule one. You may not object to the settlement if you submit a letter requesting to exclude yourself or "opt-out" of the settlement, because by doing so you are no longer a part of the case.

9. How do I exclude myself (opt-out) of the settlement?

If you do not wish to participate in this settlement, and/or you want to keep the right to sue or continue to sue Defendants on your own about the legal issues asserted in this case, or which could have been brought in this case, then you must take steps to exclude yourself from this lawsuit. If you intend to exclude yourself, you must fax, email or mail a written, signed statement to the Settlement Administrator stating "I opt-out of the *Settecase v. Gotham Hall, LLC* settlement" or words to that effect which clearly express your desire to exclude yourself from this settlement and this case. You must include your name, address, and telephone number in the statement ("Opt-out Statement"). To be effective, the Opt-out Statement must be mailed, faxed, or emailed to the Settlement Administrator on or before August 9, 2024. It must be sent to the Settlement Administrator at the address or fax number listed in question 7.

10. What's the difference between objecting and excluding yourself (opting-out)?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you do not exclude yourself from the settlement. Excluding yourself from the settlement ("opting-out") is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you send an objection, it is not necessary for you to come to Court to talk about it. If the Court deems that a hearing is necessary, you may do so at your own expense or pay your own lawyer to attend. Sending an objection does not guarantee a hearing. As long as you postmarked, faxed or emailed your written objection on time, the Court may consider it. You will be notified of the date and location of the court appearance, should the Court schedule a hearing, by the Settlement Administrator or Class Counsel.

11. What happens if I do not participate or if I opt-out of the settlement?

If you choose not to participate in the settlement, if you opt-out or if you do not timely and properly return your Claim Form, then you will not receive any money from this settlement.

If you do not return a Claim Form and Release, but do not opt-out, you will release your claims for any relief sought in, or which could have been sought in, the complaint and you will not be able to sue Defendants on your own for these claims.

12. Do I have a lawyer in this case?

Yes. The law firm of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514, (516) 873-9550, www.leedsbrownlaw.com, has been designated by the Court as legal counsel to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged separately for these lawyers if you participate in the settlement. Their fees are being paid from the Gross Settlement Fund as described above. If you wish to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel has asked, and the Court has approved, payment of Thirty-Three and One Third Percent (33 $\frac{1}{3}$ %) of the Gross Settlement Fund for attorneys' fees, plus reimbursement for actual costs and expenses incurred in the amount of \$50,000.00. The requested fees pay Class Counsel for all work that they have performed and will continue to perform in this action,

including, but not limited to, filing the Complaint, engaging in discovery, investigating the facts, drafting motion papers, drafting appeal papers, retaining and paying experts, attending court conferences, and negotiating and overseeing the Settlement, including paying for and attending several full-day mediation sessions.

14. What is the legal effect of the settlement?

In exchange for the settlement payment made by Defendants in accordance with the Agreement, this lawsuit will be dismissed with prejudice. If you timely and properly submit a Claim Form and Release, then you will fully release and discharge Defendants from certain claims for wages, benefits, and other compensation, including tips or gratuities, arising out of or relating to the facts alleged in the litigation. Additionally, if you choose to participate, you will be releasing Defendants from all wage and hour claims that were or could have been asserted in the action, including but not limited to those under state, federal, and local law. When claims are “released,” that means that a person covered by the release cannot sue Defendants for any of the claims that are covered by the release. If you do not opt-out of the settlement but also do not file a claim form, you will release all claims under state and local law.

15. When will the Court decide whether to approve the settlement?

The Court has approved the settlement, concluding that the settlement is fair, adequate, and reasonable and that the distribution of the settlement amount is fair, adequate, and reasonable. The settlement will go into effect unless the Court believes there are unresolved issues (including any based on any objections) and does not allow the parties to finalize the settlement process or if the settlement is terminated or otherwise becomes unenforceable.

16. Are there more details about the settlement? What if I have any questions?

This notice summarizes the settlement. However, more details are in the Agreement. You can review the Agreement by contacting the Class Counsel, Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514, (516) 873-9550. If you have any questions you can contact Class Counsel or the Settlement Administrator at 1-888-801-2130.

17. What if my name or address changes?

If your name, mailing address, email address, and/or telephone number change after you submit your Claim Form and Release, you must notify the Settlement Administrator immediately. If you do not correct your address, any potential settlement check may be mailed to the address that is on file for you. Therefore, it is your duty to keep an updated address on file. The contact information for the Settlement Administrator is listed in question 7.