

Exhibit 1

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Dafinis Filho, Chantel Lynch, and Raquel Ernest (“Named Plaintiffs”), individually and on behalf of the class of individuals that they seek to represent (collectively with Named Plaintiffs, “Plaintiffs”), and Defendant OTG Management, LLC (“Defendant,” and together with Named Plaintiffs, the “Parties”) hereby enter into this Settlement Agreement and Release (“Agreement”) to resolve the wage and hour claims of Plaintiffs, as defined below.

RECITALS

WHEREAS, Named Plaintiffs filed claims in a putative class and collective action lawsuit captioned *Filho et al. v. OTG Management, LLC*, No. 19 Civ. 8287 (S.D.N.Y.), on September 5, 2019 raising claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, on behalf of putative collective action members, and claims under New York Labor Law (“NYLL”), Article 6, §§ 190 *et seq.*, and Article 19, §§ 650 *et seq.*, and the supporting New York State Department of Labor Regulations; and the New Jersey Wage and Hour Law (“NJWHL”), N.J.S.A. § 34:11-56a, *et seq.* and the supporting New Jersey Department of Labor and Workforce Development regulations, on behalf of putative class members (the “Claims”);¹

WHEREAS, the Court granted in part Named Plaintiffs’ Motion for Court-Authorized Notice Pursuant to Section 216(b) of the Fair Labor Standards Act on March 30, 2021, ECF No. 39, and notice issued to putative collective members, 709 of which filed consent forms to join the lawsuit;

WHEREAS, on September 29, 2022, the Court granted Defendant’s Motion to Compel Arbitration, ECF No. 147, compelling 557 members of the collective to arbitration, and staying their claims before the Court;

WHEREAS, the Parties engaged in significant discovery, including written discovery, production of documents and electronically-stored information, depositions, document review, and extensive meet and confers;

WHEREAS, on March 14, 2023, after pre-litigation discussions, a private mediation on December 20, 2021, settlement conferences with U.S. Magistrate Judge Sarah Netburn on December 21, 2022, January 27, 2023, and March 14, 2023, and additional, lengthy settlement discussions conducted at arms’-length between counsel at all stages of the litigation, the Parties reached a settlement in principle resulting in this Agreement;

WHEREAS, without admitting or conceding any liability or damages, Defendant has agreed to settle the Claims of the Plaintiffs alleged in the Complaint, on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation; and

¹ Two of the Named Plaintiffs, Ernest and Lynch, filed a prior lawsuit against OTG Management, LLC on July 2, 2019, captioned *Ernest et al. v. OTG Management, LLC*, 1:19-cv-03834-DLI-ST (E.D.N.Y.), and they voluntarily dismissed the action on August 21, 2019.

WHEREAS, Plaintiffs' Counsel has analyzed and evaluated the merits of the Claims, the available remedies, and the benefits this Agreement confers on Plaintiffs, and based on Plaintiffs' Counsel's analysis and evaluation of a number of factors, including extensive information obtained in discovery, and recognizing the substantial risks of litigation, including the possibility that the Claims, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Plaintiffs' Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that this Agreement is in the best interests of the Plaintiffs.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Claims on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1** "Agreement" means this agreement and the exhibits hereto, which the Parties understand and agree set forth all material terms and conditions of the Settlement between them, and which is subject to Court approval.
- 1.2** "Bar Date" means sixty (60) days from the date of the initial mailing of the Notices, except for Class Members to whom Notice was re-mailed, for whom the Bar Date shall be the later of sixty (60) days from the initial mailing or thirty (30) days from the date of re-mailing.
- 1.3** "Class Members" means all persons who meet one or more of the following definitions:
- (A) "Opt-Out Class Members" means Federal 216(b) Claimants, Rule 23 New York Class Members, and Rule 23 New Jersey Class Members, as defined below, and will be subject to the Opt-Out Claims Process:
- i. "Federal 216(b) Claimants" means all current and former Tipped Workers employed by a Defendant Entity at LaGuardia Airport, John F. Kennedy Airport, and/or Newark Liberty Airport any time between September 6, 2016 to February 1, 2023, and who filed a Consent to Join the FLSA collective.
 - ii. "Rule 23 New York Class Members" means all current and former Tipped Workers employed by a Defendant Entity at LaGuardia Airport and/or John F. Kennedy Airport any time between September 6, 2013 to February 1, 2023, and who meet any one of the following criteria: (a) did not sign an arbitration agreement with Defendant; (b) signed a retainer agreement with Plaintiffs' Counsel to bring their claims in arbitration; or (c) are Federal 216(b) Claimants.
 - iii. "Rule 23 New Jersey Class Members" means all current and former tipped workers employed by a Defendant Entity at Newark Liberty Airport any

time between September 6, 2013 to February 1, 2023, and who meet any one of the following criteria: (a) did not sign an arbitration agreement with Defendant; (b) signed a Retainer agreement with Plaintiffs' Counsel to bring their claims in arbitration; or (c) are Federal 216(b) Claimants.

(B) "Opt-In Class Members" means all current and former Tipped Workers employed by a Defendant Entity at LaGuardia Airport, John F. Kennedy Airport, and/or Newark Liberty Airport any time between September 6, 2013 to February 1, 2023, and (a) who did not file a Consent to Join the FLSA collective or (b) who signed an arbitration agreement with OTG and have not signed a retainer agreement with Plaintiffs' Counsel to bring their claims in arbitration. These individuals will be subject to the Opt-In Claims Process.

- 1.4** "Check-Cashing Deadline" means the date 120 days after Settlement Checks are mailed to Participating Class Members, which is the date by which Participating Class Members must negotiate their Settlement Checks and after which all Settlement Checks are void.
- 1.5** "Check-Cashing Reminder" means the Reminder to be sent to Participating Class Members reminding them to negotiate their checks prior to the Check Cashing Deadline.
- 1.6** "Claim Form" means the form Opt-In Class Members must submit in order to participate in the Settlement, attached as Exhibit A.
- 1.7** "Court" means the U.S. District Court for the Southern District of New York.
- 1.8** "Days" means calendar days unless otherwise specified.
- 1.9** "Defendant Entity" means either the Defendant or any of Defendant's current or former direct or indirect parent companies, operating subsidiaries or other affiliates.
- 1.10** "Defendant's Counsel" means Faegre Drinker Biddle & Reath LLP.
- 1.11** "Effective Date" means the date on which this Agreement becomes effective, which shall mean fourteen (14) days following the Court's Order Granting Final Approval of the Agreement.
- 1.12** "Employer Payroll Taxes" means all taxes and withholdings an employer is required to make arising out of or based upon the payment of employment/wage compensation in this Litigation, including FICA, FUTA, and SUTA obligations.
- 1.13** "Final Approval Hearing" means the hearing before the Court relating to the Application for Final Approval, unless otherwise scheduled by the Court without the filing of a motion.

- 1.14** “Final Approval Order” means the order entered by the Court after the Final Approval Hearing approving the terms and conditions of this Agreement, enters final judgment, and dismissing the Litigation with prejudice.
- 1.15** “Funding Date” means the date Defendant shall pay the Maximum Total Amount into a Qualified Settlement Fund established by the Settlement Administrator, which shall be seven (7) days after the Effective Date.
- 1.16** “Gross Settlement Amount” means One Million and Five Hundred Thousand Dollars (\$1,500,000.00).
- 1.17** “Last Known Address” or “Last Known Addresses” means the most recently recorded personal mailing address for a Class Member as shown in Defendant’s records.
- 1.18** “Last Known E-mail Address” or “Last Known E-mail Addresses” means the most recently recorded personal e-mail address, if any, for a Class Member contained in Defendant’s records and readily available to Defendant.
- 1.19** “Last Known Telephone Number” or “Last Known Telephone Numbers” means the most recently recorded personal mobile and/or home telephone number for Class Member contained in Defendant’s records and readily available to Defendant.
- 1.20** “Litigation” or the “Lawsuit” or the “Action” means *Filho et al. v. OTG Management, LLC*, Case No. 19 Civ. 8287 (S.D.N.Y.) and the claims asserted therein.
- 1.21** “Maximum Total Amount” refers to One Million and Five Hundred and Fifty Thousand Dollars (\$1,550,000), which is the maximum total amount that Defendant shall pay under the terms of the Settlement, to fully resolve and settle this Litigation, including all settlement payments to Participating Class Members, employee tax withholdings, Employer Payroll Taxes, Service Awards, settlement administrator costs, Plaintiffs’ Counsel’s attorneys’ fees and costs.
- 1.22** “Named Plaintiffs” means Dafinis Filho, Raquel Ernest, and Chantel Lynch.
- 1.23** “Net Settlement Fund” means the Maximum Total Amount less court-approved Plaintiffs’ Counsel’s attorneys’ fees and costs, service awards, and settlement administration costs.
- 1.24** “Notice” means the settlement notices attached as Exhibits B through G, to be approved by the Court and sent to the Class Members containing information regarding the Settlement and the Class Members’ rights and instructions regarding participation in the Settlement.
- 1.25** “Notice Reminder” means the Reminder attached as Exhibit H be sent to Opt-in Class Members reminding them of their rights and ability to participate in the Settlement.
- 1.26** “Objection” means the written statement submitted by an Objector that includes the full name, address, telephone number, signature, a statement reflecting all reasons for the

Objection and whether the Objector wishes to appear at the Final Approval Hearing, and any supporting documentation.

- 1.27** “Objector” means an individual who properly files an Objection to the Settlement. Any person who has submitted an Opt-Out Statement may not submit an Objection.
- 1.28** “Opt-In Claims Process” means the process by which Opt-In Class Members may participate in this Settlement, as set out in this Agreement in Section 2.8.
- 1.29** “Opt-Out Claims Process” means the process by which Opt-Out Class Members may participate in this Settlement, as set out in this Agreement in Section 2.7.
- 1.30** “Opt-Out Statement” means a written, signed statement to the Settlement Administrator from a Class Member, submitted via email or U.S. First Class Mail, that includes the Class Member’s full name, address, telephone number, signature, and a statement indicating the Class Member’s intention to opt-out such as: “I opt out of the OTG settlement” or words to that effect.
- 1.31** “Parties” collectively means Plaintiffs and Defendant.
- 1.32** “Participating Class Members” means Opt-Out Class Members who do not submit an Opt-Out Statement and Opt-In Class Members who opt in to the Settlement in accordance with the Opt-In Claims Process.
- 1.33** “Plaintiffs” means the Named Plaintiffs and the class of individuals that they seek to represent.
- 1.34** “Plaintiffs’ Counsel” means Outten & Golden LLP.
- 1.35** “Preliminary Approval Order” means the Order entered by the Court preliminarily approving the terms and conditions of the Agreement and certifying the Class for settlement purposes only.
- 1.36** “Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator from the Maximum Total Amount paid by Defendant. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement and the Court’s order(s). Interest, if any, earned on any monies in the QSF will become part of the Net Settlement Fund.
- 1.37** “Reminder” means the Notice Reminder and/or the Check-Cashing Reminder, attached as Exhibits H and I.
- 1.38** “Releasees” means each Defendant Entity and all of its respective incumbent and former officers, directors, owners, franchisees, licensees, shareholders, investors, agents, attorneys, employees, fiduciaries, successors, insurers, employee benefit funds, assigns and representatives, in their individual and/or representative capacities.

- 1.39** “Released Federal 216(b) Claims” means any and all, known or unknown, wage and hour claims pled in the Complaint in this Action that accrued during Participating Class Members’ employment as Tipped Workers for a Defendant Entity, relating back to the full extent of the federal statutes of limitations and continuing through the date of the execution of this Agreement, including, without limitations, claims pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest available under the FLSA. “Released Federal 216(b) Claims” do not include claims that, as a matter of law cannot be released.
- 1.40** “Released New York Class Claims” means any and all New York state wage and hour claims pled in the Complaint in this Action that accrued during Class Members’ employment as Tipped Workers for a Defendant Entity in New York, relating back to the full extent of the applicable statutes of limitations and continuing through the date of execution of this Agreement, including, without limitations, claims pursuant to the New York Labor Law, including minimum and overtime wages, spread of hours pay, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest. Released New York Class Claims do not include claims that, as a matter of law cannot be released.
- 1.41** “Released New Jersey Class Claims” means any and all New Jersey state wage and hour claims pled in the Complaint in this Action that accrued during Class Members’ employment as Tipped Workers for a Defendant Entity in New Jersey, relating back to the full extent of the applicable statutes of limitations and continuing through the date of execution of this Agreement, including, without limitations, claims pursuant to the New Jersey Wage and Hour Law, including minimum and overtime wages, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest. Released New Jersey Class Claims do not include claims that, as a matter of law cannot be released.
- 1.42** “Released State Law Claims” means Released New York Class Claims and Released New Jersey Class Claims, as applicable to each Class Member based on work location(s) for a Defendant Entity.
- 1.43** “Relevant Period” means from September 6, 2013 to February 1, 2023.
- 1.44** “Service Awards” means the awards the Court approves to be paid to Named Plaintiffs Dafinis Filho, Raquel Ernest, and Chantel Lynch of Twelve Thousand Dollars (\$12,000.00) each in recognition for their service as Class Representatives.
- 1.45** “Settlement” means the settlement between the Parties embodied and contained in this Agreement.

- 1.46** “Settlement Administrator” means Analytics Consulting, LLC, which was selected by Plaintiffs’ Counsel through a competitive bidding process to administer the settlement.
- 1.47** “Settlement Amount” or “Settlement Amounts” means each Class Member’s proportionate share of the Net Settlement Fund calculated in accordance with this Agreement.
- 1.48** “Settlement Check” means the check issued to each Class Member for their proportionate share of the Net Settlement Fund calculated in accordance with this Agreement.
- 1.49** “Tipped Worker” means servers, bartenders, and other tipped workers employed by a Defendant Entity.

2. SETTLEMENT APPROVAL AND NOTICE TO CLASS MEMBERS

- 2.1** This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Claims.
- 2.2** This Settlement is contingent upon Court approval.

2.3 Filing of Approval Motion

- (A) By or before June 8, 2023, Plaintiffs’ Counsel shall file a Motion to Preliminarily Approve Settlement of Class and Collective Action and Authorizing Notice of Settlement (“Approval Motion”), which shall include: (i) the proposed Settlement Notices and Reminders; (ii) a proposed Preliminary Approval Order; (iii) an executed version of this Agreement; and (iv) the necessary documents, memoranda, affidavits, and exhibits for the purposes of certifying a Class under Fed. R. Civ. P. 23 for settlement purposes only, and preliminarily approving the Agreement.
- (B) The Parties consent to the jurisdiction of Magistrate Judge Sarah Netburn of the U.S. District Court for the Southern District of New York for the Approval Motion and will cooperate to file the necessary papers to so indicate their consent to the Court.
- (C) Defendant will not oppose the Approval Motion provided it is consistent with the terms of this Agreement.
- (D) The Preliminary Approval Motion will ask the Court to: (i) set the Bar Date for Class Members to opt in or out of this Settlement, in accordance with their rights, and/or provide objections to the Settlement, which date will be sixty (60) days from the initial mailing of the Notices by the Settlement Administrator; (ii) set a date for the Final Approval Hearing which shall be no earlier than one-hundred and twenty (120) days following the date that the Court enters the proposed Preliminary Approval Order; (iii) appoint the Settlement Administrator; and (iv) authorize the Settlement Administrator to send the Notices to Class Members.

- (E) Plaintiffs' Counsel will inform the Court of the intended process to obtain a "Final Approval Order" and a "dismissal with prejudice" that will, among other things: (1) approve the settlement as fair, adequate and reasonable; (2) approve the proposed notice to the Class; (3) incorporate the terms of the Release, effective on the date the Settlement is funded, as described herein; (4) dismiss the Litigation with prejudice; (5) award Plaintiffs' Counsel fees, expenses and costs (to the extent approved by the Court); (6) award the Service Awards (to the extent approved by the Court); and (7) appoint the Settlement Administrator and award the Settlement Administrator fees and expenses.
- (F) The Parties will work together, diligently and in good faith, to expeditiously obtain a Preliminary Approval Order, Final Approval Order, and dismissal of the Litigation with prejudice. Any disputes which arise between the Parties related to the Parties' efforts to obtain a Preliminary Approval Order, Final Approval Order, dismissal of the Litigation with prejudice shall be submitted to the Court.
- (G) Within ten (10) days after the Court's issuance of the Preliminary Approval Order, Defendant shall give the Settlement Administrator and Plaintiffs' Counsel a list, in electronic form, containing all Class Members' names, Last Known Addresses, Last Known Email Address, Last Known Phone Number, Social Security Numbers, and the dates of employment during the Relevant Period (collectively "Class List"). The class list shall be treated as confidential by Plaintiffs' Counsel and the Settlement Administrator. The Settlement Administrator will use the list to effectuate settlement and not for any other purpose.
- (H) Plaintiffs' Counsel hereby states that it does not currently represent any other employee of Defendant who have not been disclosed and is not aware of any other claims or future litigation planned against OTG.

2.4 Settlement Administrator. Plaintiffs' Counsel shall engage the Settlement Administrator to administer the settlement.

- (A) The Settlement Administrator will be responsible for establishing a QSF account; preparing and mailing the Notices and reminder postcards to Class Members; creating and maintaining a website containing information about the settlement; preparing and mailing Settlement Checks; distributing approved Service Awards and attorneys' fees and expenses; calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; calculating all Settlement Amounts to be paid to Participating Class Members; copying Plaintiffs' Counsel and Defendant's Counsel on material correspondence and promptly notifying Plaintiffs' Counsel and Defendant's Counsel of any material requests or communications made by any Party and referring any privileged and/or confidential communications to Plaintiffs' Counsel; promptly furnishing to Plaintiffs' Counsel and Defendant's Counsel copies of any Opt-Out Statements, objections or other written or electronic communications from Plaintiffs which the Settlement Administrator

receives; keeping track of Opt-Out Statements and Objections or other written or electronic communications from Plaintiffs which the Settlement Administrator receives including but not limited to maintaining the original mailing envelope in which the request was mailed; ascertaining current address and addressee information for each Notice returned as undeliverable and the mailing of the Notice; responding to inquiries of Plaintiffs regarding procedures for the Opt-Out and Opt-in Claims Processes; responding to inquiries from Plaintiffs' Counsel and/or Defendant's Counsel consistent with the Administrator's duties specified herein; maintaining adequate records of its activities, including the dates of the mailing of Notices, returned mail and other communications and attempted written or electronic communications with Plaintiffs; timely responding to communications from the Parties, Plaintiffs' Counsel or Defendant's Counsel; and such other tasks the Parties mutually agree.

- (B) In addition, no later than fifteen (15) days prior to the Final Approval Hearing (as discussed below), the Settlement Administrator shall certify and provide to Plaintiffs' Counsel and to Defendant's Counsel: (a) a list of all Participating Class Members with their estimated awards; (b) a list of all Class Members who filed timely Objections; and (c) a list of all Class Members who submitted Opt-Out Statements and their estimated award(s). The Settlement Administrator shall also provide such information as the Parties reasonably request that may be needed to obtain approval of this Agreement by the Court.
- (C) The Parties will have equal access to the Settlement Administrator and all information related to the administration of the Settlement. The Settlement Administrator shall provide such information to either Party upon request. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Settlement Notice, the claims administration process, and distribution of the Settlement Checks. The Settlement Administrator will also periodically update Plaintiffs' Counsel and Defendant's Counsel regarding returned mailings for which it is unable to obtain corrected addresses.
- (D) Plaintiffs' Counsel and Defendant's Counsel have the right to make inquiries and receive any information from the Settlement Administrator related to the settlement administration process, except that Defendant's Counsel will not be entitled to receive communications from Class Members that Plaintiffs' Counsel reasonably designates under applicable New York law, after review, as attorney-client privileged.
- (E) The Parties agree to cooperate with the Settlement Administrator, provide accurate information, to the extent reasonably available, necessary to calculate the Settlement Amounts, and assist the Settlement Administrator in locating Eligible Settlement Participants.

2.5 Sending Notice. The Settlement Administrator shall send the appropriate Notice, attached hereto as Exhibits B through G, to all Class Members by e-mail, text message

and First-Class U.S. Mail within twenty-one (21) days of the Preliminary Approval Order. For Opt-In Class Members, the Notice sent by U.S. Mail will include an enclosed, postage-paid return envelope.

2.6 Notices Returned as Undeliverable. The Settlement Administrator will take all reasonable steps to obtain the correct mailing address, email address, and/or phone number of any Class Member for whom a Notice is returned as undeliverable, including two skip traces, and shall attempt a re-sending to any Plaintiff for whom it obtains a more recent address. For any Class Member for whom a Notice is returned as undeliverable, the Bar Date for that person shall be extended pursuant to Section 1.2. The Settlement Administrator will not re-mail the Notice to any Class Member after the original 60-day Bar Date.

2.7 Opt-Out Notice Process.

- (A) Opt-Out Class Members will not be required to submit a Claim Form or take any other action in order to receive a Settlement Check and release their Released Federal 216(b) Claims and Released State Law Claims.
- (B) The Notice to the Federal 216(b) Claimants, attached as Exhibit B, will inform the Federal 216(b) Claimants of their right to (1) participate in the Settlement of their Released Federal 216(b) Claims and Released State Law Claims by endorsing a Settlement Check, which endorsement shall confirm or constitute a release of claims; (2) submit an Objection to the Settlement; or (3) submit an Opt-Out Statement if they do not want to participate in the settlement, permitting them to retain their claims under applicable federal and state law, subject to applicable statutes of limitations; or (4) do nothing and release their federal and state claims.
- (C) The Notice to the Rule 23 New York Class Members and Rule 23 New Jersey Class Members, attached as Exhibits C and D, respectively, will inform them of their right to (1) participate in the Settlement of their federal and state claims by endorsing a Settlement Check, which endorsement shall confirm or constitute a release of Released Federal 216(b) Claims and constitute a consent to join the Federal 216(b) Collective; (2) submit an Objection to the Settlement; (3) submit an Opt-Out Statement and retain their rights, subject to applicable statutes of limitations; or (4) do nothing and release their Released State Law Claims.
- (D) **Objections to the Settlement.**
 - i. Opt-Out Class Members who wish to object to the Settlement at the Final Approval Hearing must first do so in writing. To be considered, the Opt-Out Class Member must submit an Objection, as defined and in accordance with Section 1.26, postmarked, e-mailed, facsimiled, or submitted/completed online and received by Plaintiffs' Counsel or the Settlement Administrator on or before the Bar Date. Regardless of the sufficiency of the objection, the Settlement Administrator will send copies of each submitted objection, with any supporting documents, to Plaintiffs'

Counsel and Defendant's Counsel by email delivery no later than three (3) business days after receipt of the objection. For mailed Objections, the Settlement Administrator will stamp the date received on the original and retain a copy in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

- ii. The Settlement Administrator shall attach all Objections to its final affidavit to be filed with the application for Final Approval no later than fifteen (15) days prior to the Final Approval Hearing.
- iii. An Objector has the right to appear at the Final Approval Hearing, either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Final Approval Hearing must state their intention to do so in their Objection. An Objector may withdraw their Objection at any time prior to the Final Approval Hearing. An Objection does not constitute the filing of an Opt-Out Statement. No Class Member may present an Objection at the Final Approval Hearing based on a reason not stated in his or her written objections.
- iv. The Parties may file with the Court written responses to any filed Objections no later than three (3) business days before the Final Approval Hearing.

(E) Opt-Out Statements.

- i. Opt-Out Class Members who choose to opt out of the Settlement must submit an Opt-Out Statement, as defined in and in accordance with Section 1.30. To be effective, an Opt-Out Statement must be postmarked, e-mailed, facsimiled, or submitted/completed online and received by Plaintiffs' Counsel or the Settlement Administrator on or before the Bar Date. The Settlement Administrator will send copies of all Opt-Out Statements to Plaintiffs' Counsel and Defendant's Counsel by email delivery no later than three (3) business days after receipt of the objection. For mailed Opt-Out Statements, the Settlement Administrator will stamp the date received on the original and retain a copy in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.
- ii. The Settlement Administrator will send a final list of all Opt-Out Statements to Plaintiffs' Counsel and Defendant's Counsel no later than fifteen (15) days prior to the Final Approval Hearing.
- iii. Any Opt-Out Class Member who does not submit an Opt-Out Statement by the Bar Date will be deemed to have accepted the Settlement and the terms of this Agreement and become a Participating Class Member. Those individuals will be bound by the dismissal with prejudice in this Litigation.

2.8 Opt-In Notice Process.

- (A) Opt-In Class Members will be required to submit a Claim Form in order to receive a Settlement Check and release their state and federal claims.
- (B) The Notice to Opt-In Class Members, attached as Exhibit E, will inform Opt-in Class Members of their right to (1) participate in the Settlement and release their Released Federal 216(b) Claims and Released State Law Claims by submitting a Claim Form by the Bar Date; or (2) do nothing and retain their Claims.
- (C) Opt-In Class Members wishing to participate in the Settlement must be postmarked, e-mailed, facsimiled, or submitted/completed online and received by the Settlement Administrator on or before the Bar Date.

2.9 Notice Reminder. The Settlement Administrator will send out the Notice Reminder attached as Exhibit H via email, text message, and U.S. First Class Mail to Opt-in Class Members thirty (30) days after the initial mailing of Notices.

2.10 Final Approval Hearing and Motion for Final Approval and Dismissal.

- (A) In accordance with the schedule set by the Court in the Preliminary Approval Order and in advance of the Final Approval Hearing, Plaintiffs' Counsel shall file an unopposed Motion for Final Approval, with supporting documents and materials for Final Approval of the Agreement, which shall be first subject to review, revision, and approval by Defendant's Counsel. The Motion for Final Approval may contain an affidavit from the Settlement Administrator, an application for attorneys' fees, and supporting affirmation and documents from Plaintiffs' Counsel regarding the fairness, adequacy and reasonableness of the Agreement or any aspect related to this Agreement. The Motion for Final Approval must also include a proposed Final Approval Order.
- (B) Defendant will not oppose Plaintiffs' Motion for Final Approval provided it is consistent with the terms of this Agreement.
- (C) At the Final Approval Hearing and through the Motion for Final Approval, the Parties will request that the Court, among other things: (1) approve the settlement and Agreement as fair, reasonable, adequate, and binding on all Participating Class Members; (2) order the Settlement Administrator to distribute the Settlement Checks to Participating Class Members; (3) order approved attorneys' fees, expenses and costs to be paid to Plaintiffs' Counsel out of the QSF; (4) order approved Settlement Administrator's fees and expenses be paid out of the QSF; (5) order approved Service Awards be paid out of the QSF; (6) order that as of the date on which the Settlement is funded pursuant to Section 3.1(B), the Litigation and all Claims will be dismissed in accordance with the following: (a) Federal 216(b) Claimants that become Participating Class Members will release all Released Federal 216(b) Claims and Released State Law Claims upon operation of the dismissal; (b) Rule 23 New York Class Members that become Participating Class Members will release Released New York Class Claims upon entry of

dismissal and Released Federal 216(b) Claims by endorsing a Settlement Check; (c) Rule 23 New Jersey Class Members that become Participating Class Members will release Released New Jersey Class Claims upon entry of dismissal and Released Federal 216(b) Claims by endorsing a Settlement Check; and (d) Opt-in Class Members who become Participating Class Members will release all Released Federal 216(b) Claims and Released State Law Claims upon operation of the dismissal; and (8) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement.

3. SETTLEMENT TERMS

3.1 Settlement Payments to Participating Class Members.

- (A) Defendant agrees to pay the Maximum Total Amount of One Million and Five Hundred Fifty Thousand Dollars (\$1,550,000), which shall fully resolve and satisfy any and all amounts to be paid to Participating Class Members, employee tax withholdings, Employer Payroll Taxes, any Court-approved Service Awards, the Settlement Administrator's fees and costs, and any claim for Plaintiffs' Counsel's fees and costs.
- (B) Defendant shall transmit the Maximum Total Amount to the Settlement Administrator, who will deposit such funds into the QSF, on the Funding Date. Nothing herein shall prevent Defendant from transmitting the Maximum Total Amount to the Settlement Administrator on a date earlier than required under this Agreement.
- (C) Within fourteen (14) days after the Funding Date, the Settlement Administrator will making the following payments from the QSF:
 - i. Paying Plaintiffs' Counsel's Court-approved attorneys' fees and costs as described in Section 3.2.
 - ii. Paying the Court-approved Service Awards as described in Section 3.3.
 - iii. Paying the costs of the Settlement Administrator as awarded or approved by the Court.
 - iv. Mailing Settlement Checks to Participating Class Members for their Settlement Amounts.

3.2 Settlement Amounts Payable as Attorneys' Fees and Costs.

- (A) In their Motion for Final Approval, Plaintiffs' Counsel shall ask the Court to approve payment of one-third of the Gross Settlement Amount as an award of attorneys' fees. In addition, Plaintiffs' Counsel shall seek reimbursement of

actual case-related costs and expenses from the Gross Settlement Amount. Defendant will not oppose such request.

- (B) The substance of Plaintiffs' Counsel's application for attorneys' fees and costs is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement and this Agreement. The outcome of any proceeding related to Plaintiffs' Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval. In the event that the Court (or any appellate court) awards less than the requested amounts, only the awarded amounts shall be paid and shall constitute full satisfaction of the obligations of this Section and full payment hereunder. Any money requested for attorneys' fees or costs that are not approved by the Court shall become part of the Net Settlement Fund.

3.3 Service Awards to Named Plaintiffs.

- (A) In their Motion for Final Approval, the Named Plaintiffs will apply to the Court to receive Twelve Thousand Dollars (\$12,000.00) each from the Gross Settlement Amount for the services they rendered to Class Members. Defendant will not oppose such request provided it is consistent with the terms of this Agreement.
- (B) These Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, Named Plaintiffs' recovery from the Net Settlement Fund as a Participating Class Member. The substance of the Named Plaintiffs' application for a Service Award is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith of the Settlement and this Agreement. The outcome of the Court's ruling on the application for a Service Award shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval. Any Service Award money not approved by the Court shall become part of the Net Settlement Fund.

3.4 Distribution of Payments to Participating Class Members.

- (A) **Allocation Formula.** Payments to Participating Class Members will be made from the Net Settlement Fund. The estimated Settlement Amount for each Participating Class Member will be determined by the Settlement Administrator pursuant to the following formula:
 - i. Each Opt-Out Class Member, shall be assigned two (2) points for each full week in which the individual was employed as a Tipped Worker during the Relevant Period.
 - ii. Each Opt-in Class Member shall be assigned half (.5) of a point for each full week in which the individual was employed as a Tipped Worker during the Relevant Period.

- iii. To calculate each Eligible Settlement Participant's proportionate Settlement Amount:
 1. Add all points for all Class Members together to obtain the "Denominator";
 2. Divide the number of points for each Class Member by the Denominator to obtain each Class Member's "Portion of the Net Settlement Fund";
 3. Multiply each Class Member's Portion of the Net Settlement Fund by the Net Settlement Fund to determine each Eligible Settlement Participant's Settlement Amount.
- (B) The Settlement Administrator's calculations regarding Settlement Amounts for Participating Class Members will be final and binding.
- (C) **Tax Characterization of Settlement Amounts.**
- i. For tax purposes, the Settlement Administrator will allocate fifty percent (50%) of the Settlement Amount to each Participating Class Member as wages (W-2) and fifty percent (50%) as non-wage compensation at liquidated damages, statutory penalties, and interest.
 - ii. The portion of the Settlement Amount treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state, and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and social security number on an IRS Form W-2. The Settlement Administrator shall be solely responsible to make all withholdings and all withholdings will be paid for out of the Maximum Settlement Amount.
 - iii. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099.
 - iv. Payments treated as Service Awards shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and Social Security number on an IRS Form 1099.
 - v. Payments of attorneys' fees and costs pursuant to Section 3.2 shall be made without withholding and be reported to the IRS and to Plaintiffs' Counsel as payee under the payee's name and taxpayer identification number, which each such payee shall provide for this purpose, on an IRS Form 1099. With respect to payments received pursuant to this Agreement

that are characterized as attorneys' fees, Plaintiffs' Counsel assumes responsibility of any and all federal, state and local taxes or contributions which may hereafter be imposed or required to be paid under any federal, state, or local law of any kind.

- vi. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Settlement Checks and Service Awards and issuing IRS Forms W-2 and Forms 1099.
 - vii. The employee portion of all applicable payroll taxes for the wage payments and any tax responsibility for the non-wage payments shall be the sole responsibility of the Participating Class Member.
 - viii. Defendant and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with tax reporting obligations.
- (D) **Defendant's Employer Payroll Taxes.**
- i. Defendant's share of Employer Payroll Taxes arising from payments to Participating Class Members for the portion of their Settlement Amounts attributable to wages under Section (C)i shall be paid solely out of the Maximum Settlement Amount.
 - ii. The Settlement Administrator shall calculate Defendant's share of Employer Payroll Taxes. The Settlement Administrator shall provide the estimated amount of Employer Payroll Taxes to Plaintiffs' Counsel and Defendant's Counsel within seven (7) days after it receives a copy of the Final Approval Order.
 - iii. The Settlement Administrator shall be responsible for remitting the Employer Payroll Taxes to the appropriate state and federal taxing authorities.
- (E) **Check-Cashing Deadline.** Participating Class Members must cash, deposit, or otherwise negotiate their Settlement Checks by or before the date one hundred and twenty (120) days after Settlement Checks are mailed to Participating Class Members. After this date all Settlement Checks shall be void. Any unclaimed Settlement Amounts due to unnegotiated Settlement Checks shall be redistributed in accordance with Section 3.5.
- (F) **Check-Cashing Reminders.** The Settlement Administrator will send Reminders via email, text message, and U.S. First Class Mail to Participating Class Members that have not negotiated their Settlement Checks thirty (30) days after the initial mailing of the Settlement Checks. For those Participating Class Members who receive a re-mailed Settlement Check for any reason, the Settlement Administrator will send a Reminder thirty (30) days after the re-mailing of the Settlement

Checks via U.S. Mail and text message. The reminder postcards will advise Eligible Settlement Participants of Check-Cashing Deadline and of the website where they can review additional information regarding the Settlement. Simultaneously with the issuance of the Check-Cashing Reminders, the Settlement Administrator shall apprise Class Counsel of the names of Participating Class Members who have not yet cashed their Settlement Checks. Class Counsel may work with the Settlement Administrator to undertake additional efforts for the Settlement Administrator to contact such individuals to remind them to cash their Settlement Checks.

3.5 Undistributed Funds.

- (A) Any portion of the Maximum Total Amount not distributed in accordance with the terms in this Agreement, including any Settlement Amounts initially allocated to Class Members who do not become Participating Class Members, Settlement Checks voided after the Check-Cashing Deadline, and any interest accrued on the QSF shall be redistributed *pro rata* to Participating Class Members who cashed or otherwise negotiated a Settlement Check.
- (B) If redistribution of the funds under this Section is impractical on the basis that the amount to be distributed is similar to or less than the cost of a second distribution, it shall be donated to *cy pres* designee Make the Road New York, which was jointly selected by the Parties and is subject to approval by the Court.

4. RELEASE OF CLAIMS

4.1 By operation of the entry of the Final Approval Order, except as to such rights or claims as may be created by this Agreement:

- (A) Each individual Federal 216(b) Claimant who does not submit a timely and valid Opt-Out Statement forever and fully releases the Releasees from the Released Federal 216(b) Claims and, depending on their work location for a Defendant Entity, either Released New York Claims, Released New Jersey Claims, or both.
- (B) Each individual Rule 23 New York Class Member who does not submit a timely and valid Opt-Out Statement forever and fully releases the Releasees from the Released New York Claims.
- (C) Each individual Rule 23 New Jersey Class Member who does not submit a timely and valid Opt-Out Statement forever and fully releases the Releasees from the Released New Jersey Claims.
- (D) Each Opt-In Class Member who submits a timely Claim Form forever and fully releases the Releasees from the Released Federal 216(b) Claims and, depending on their work location for a Defendant Entity, either Released New York Claims, Released New Jersey Claims, or both.

- 4.2 By operation of cashing, depositing, or otherwise negotiating a Settlement Check, except as to such rights and claims as may be created by this Agreement:
- (A) Rule 23 New York Class Members and Rule 23 New Jersey Class Members forever and fully releases the Releasees from the Released Federal 216(b) Claims.

- 4.3 Settlement Checks to Rule 23 New York Class Members and Rule 23 New Jersey Class Members shall contain, on the back of the check, the following limited endorsement:

By negotiating this check, I (1) agree and opt-in to be a party plaintiff in the case entitled *Filho et al. v. OTG Management, LLC*, No. 19 Civ. 8287 (S.D.N.Y.), (2) designate Outten & Golden LLP to represent me and to make decisions on my behalf, along with Named Plaintiffs, in the Action, (3) agree to be bound by the Settlement negotiated and approved in the Action, and (4) forever and fully release the Releasees from the Released Federal 216(b) Claims and Released State Law Claims through [date of Approval Order].

- 4.4 In consideration of the promises contained herein, and for other good and valuable consideration, including the Service Awards, Named Plaintiffs, intending to be legally bound hereby, for themselves, and all of their dependents, heirs, executors, administrators, legal and/or personal representatives, successors, assigns, and agents, and Defendant Entities, including every one of its predecessors, successors, parents, subsidiaries, affiliates, assigns, insurers, directors, officers, shareholders, employees, attorneys, representatives, administrators, and agents, both current and former (“OTG Released Parties”), do hereby mutually, unconditionally and irrevocably remise, release, and forever discharge the other of and from any and all complaints, actions, liabilities, obligations, promises, agreements, controversies, damages, claims, causes of action, lawsuits, debts, judgments, awards, demands, costs, losses, rights, charges and/or expenses (including but not limited to attorneys’ fees and costs), of any nature whatsoever, asserted or unasserted, known or unknown, suspected or unsuspected, which they ever had, now has, or hereafter may have against the other party, arising at any time up through the execution of this Agreement.

This release includes without limitation of the foregoing general terms, any claims arising from or relating to Named Plaintiffs employment with OTG, termination from that employment or any other relationship with OTG (or any of the OTG Released Parties), including any and all claims arising from any alleged violation by the OTG Released Parties of any contract or of any federal, state, or local statutes, ordinances or common law principles, including but not limited to employment discrimination, retaliation, statutory or common law invasion of privacy or non-disclosure obligations and other claims under the Age Discrimination in Employment Act (29 U.S.C. § 621, *et seq.*); the Older Workers’ Benefits Protection Act; the Rehabilitation Act of 1973; the Worker Adjustment and Retraining Notification Act; 42 U.S.C. § 1981; Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Employee Retirement Income Security Act (“ERISA”) (including, but not limited to, claims for breach of fiduciary duty under ERISA); the Americans With Disabilities Act; the Family and Medical Leave Act of

1993; the Civil Rights Act of 1991; the Pregnancy Nondiscrimination Act; the National Labor Relations Act; the Fair Credit Reporting Act; the Occupational Safety and Health Act; the Uniformed Services Employment and Reemployment Act; the Employee Polygraph Protection Act; the Immigration Reform Control Act; the Genetic Information Nondiscrimination Act; the Federal False Claims Act; the Patient Protection and Affordable Care Act; and the Lilly Ledbetter Fair Pay Act, including all amendments thereto; the New York State Human Rights Law; the New York State Executive Law; the New York State Civil Rights Law; the New York Labor Law; the New York Workers' Compensation Law; the New York State Labor Code; the New York State Corrections Law Article 23-A; the New York State Equal Pay Law; the New York State Business Corporation Law; the New York State Whistleblower Statute (N.Y. Lab. L. § 740); the New York State Wage Theft Protection Act (N.Y. Lab. Law §190, *et seq.*); the New York State Minimum Wage Act (N.Y. Lab. Law Art. 19); the New York State Wage and Hour Laws; the New York State Rights of Persons with Disabilities Law; the New York State Lawful Off-Duty Activities Discrimination Law (N.Y. Lab. L. § 201-d); the New York Code of Rules and Regulations (including, but not limited to, 12 N.Y.C.R.R. § 142-3.2), New Jersey Wage and Hour Law, the New Jersey Law Against Discrimination, Conscientious Employee Protection Act and any statute or law of the United States, the State of New York, State of New Jersey and/or any other State not mentioned above.

In addition, nothing herein shall prevent Named Plaintiffs from filing a charge or complaint with the Equal Employment Opportunity Commission ("EEOC"), the Securities and Exchange Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, or any other federal, state or local governmental agency or commission ("Government Agencies"); or Named Plaintiffs' ability to provide information to, testify before or otherwise participate in any investigation or proceeding conducted by any Government Agency. For purposes of clarity, this Agreement does not limit Named Plaintiffs' ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit Named Plaintiffs' right to receive an award for information provided to any Government Agency.

5. TERMINATION OF AGREEMENT

- 5.1** If more than five percent (5%) of Opt-Out Class Members submit valid and timely Opt-Out Statements, Defendant shall have the option to terminate this Agreement and proceed with the Litigation. Defendant must exercise any right it has under this Section within thirty (30) days after the Bar Date. In the event Defendant terminates this Agreement under this Section, the Settlement Administrator shall return the Maximum Total Amount to Defendant, less actual settlement administration expenses to date.
- 5.2** In the event Defendant terminates this Agreement under this Section and litigation resumes, Defendant maintains the right to contest whether the Action meets the standard for class certification and the merits of the Claims, and assert any defenses.

5.3 In the event that the Court fails to approve this Agreement and enter the Final Approval Order, or such Final Approval Order does not become Effective as defined herein, or the Court issues an order finally approving the Agreement in a form materially different from this Agreement, the Parties jointly agree to: (a) attempt to renegotiate the Settlement for the purpose of obtaining Court approval of a renegotiated settlement and agreement and/or (b) the Parties may seek reconsideration or appellate review of the decision denying approval of the Agreement.

5.4 In the event reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement modification is not approved, and the Parties decide to forego further negotiation of a settlement, the Litigation will proceed as if no settlement had been attempted, the class action certification stipulated to herein shall be void *ab initio*, the Classes certified for settlement purposes only will automatically be decertified without prejudice to either Named Plaintiffs or Defendant and discovery shall resume. In that event, nothing in the Settlement or Agreement may be used by or against any Party under Rule 408 of the Federal Rules of Evidence and analogous rules under New York law.

6. CONFIDENTIALITY

6.1 Plaintiffs' Counsel and Defendant's Counsel agree to keep all documents produced in this Litigation confidential and prohibit any documents or information discovered in this Litigation to be used in any subsequent litigation.

6.2 All documents designated as confidential and/or attorneys' eyes only under the Parties confidentiality agreement shall continue to be treated as such and then, pursuant to the terms of the confidentiality agreement, returned to the producing party or destroyed within seven (7) days of the Effective Date of this Agreement.

7. MUTUAL COOPERATION

7.1 The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, and in accordance with its terms, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's approval of this Agreement.

8. NOTICES

8.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been

duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and/or Settlement Participants:

Molly Brooks
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, NY 10017
(212) 245-1000
mb@outtengolden.com

To Defendant:

Mark Foley
Lawrence Del Rossi
Matthew Fontana
Faegre Drinker Biddle and Reath
One Logan Square, Suite 2000
Philadelphia, PA 19103
mark.foley@faegredrinker.com
lawrence.delrossi@faegredrinker.com
matthew.fontana@faegredrinker.com

9. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 9.1 Denial of Liability:** Defendant has agreed to the terms of this Agreement without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this settlement will avoid further expense and disruption of Defendant's business due to the pendency and expense of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendant, nor as an admission that a class or collective class action should be certified for any purpose other than settlement purposes.
- 9.2 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 9.3 Further Acts.** Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 9.4 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

- 9.5 Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Defendant, their affiliates, parents, subsidiaries, predecessors, successors, employees and agents; and, with respect to Named Plaintiffs, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- 9.6 Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 9.7 Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 9.8 Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 9.9 Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 9.10 Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement
- 9.11 Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.
- 9.12 Facsimile and electronic Signatures.** Any party may execute this Agreement by signing, including by electronic means, or by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or e-mail to counsel for the other party. Any signature made and transmitted by facsimile or e-mail for the purpose of executing this Agreement shall be deemed an original

signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or e-mail.

9.13 Signatories. This Agreement is valid and binding if signed by Defendant's authorized representative and any one of the Lead Plaintiffs.

WE AGREE TO THESE TERMS.

DATED: 06/08/2023

OTG MANAGEMENT, LLC

By: 

Chris Redd

DATED: _____

DAFINIS FILHO

DATED: _____

CHANTEL LYNCH

DATED: _____

RAQUEL ERNEST

signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or e-mail.

9.13 Signatories. This Agreement is valid and binding if signed by Defendant's authorized representative and any one of the Lead Plaintiffs.

WE AGREE TO THESE TERMS.

DATED: _____

OTG MANAGEMENT, LLC

By: _____

DATED: 06/08/2023

DAFINIS FILHO



DATED: _____

CHANTEL LYNCH

DATED: _____

RAQUEL ERNEST

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9.13 Signatories. This Agreement is valid and binding if signed by Defendant's authorized representative and any one of the Lead Plaintiffs.

WE AGREE TO THESE TERMS.

DATED: _____

OTG MANAGEMENT, LLC

By: _____

DATED: _____

DAFINIS FILHO

DATED: 06/08/2023

CHANTEL LYNCH



DATED: _____

RAQUEL ERNEST

signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or e-mail.

9.13 Signatories. This Agreement is valid and binding if signed by Defendant's authorized representative and any one of the Lead Plaintiffs.

WE AGREE TO THESE TERMS.

DATED: _____

OTG MANAGEMENT, LLC

By: _____

DATED: _____

DAFINIS FILHO

DATED: _____

CHANTEL LYNCH

DATED: 06/08/2023

RAQUEL ERNEST

Raquel Ernest

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**DAFINIS FILHO, RAQUEL ERNEST, and
CHANTEL LYNCH on behalf of themselves
and all others similarly situated,**

Plaintiffs,

-against-

OTG Management, LLC,

Defendant.

Case No. 19-CV-8287 (ALC) (SN)

CONSENT TO JOIN SETTLEMENT, RELEASE, AND CLAIM FORM

**The form must be returned to the Settlement Claims Administrator so that it is
postmarked or received by web submission by insert date that is 60 days from date of
mailing.**

I hereby consent to join and opt-in as a plaintiff for settlement purposes in the above-captioned lawsuit against OTG Management LLC (“OTG”), and to be bound by any adjudication of this lawsuit by the Court. I further agree to be bound by the terms of the class and collective action settlement. I hereby designate the law firm of Outten & Golden LLP to represent me in this action.

I understand that if I return this Claim Form, I will fully and completely release any and all, known or unknown, wage and hour claims pled in the Complaint in this Action that accrued during my employment as a Tipped Worker for a Defendant Entity, relating back to the full extent of the federal statutes of limitations and continuing through the date of the execution of this Agreement, including, without limitations, claims pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, the New York Labor Law, and the New Jersey Wage and Hour Law. I understand that additional important details regarding the claims I am releasing are set forth in full in the parties’ settlement agreement, of which I may request a copy from Plaintiffs’ counsel or the settlement administrator.

Name (print)

Signature

Date

Street Address

City, State and Zip Code

Telephone Number

Email Address

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**DAFINIS FILHO, RAQUEL ERNEST, and
CHANTEL LYNCH on behalf of themselves
and all others similarly situated,**

Plaintiffs,

-against-

OTG Management, LLC,

Defendant.

Case No. 19-CV-8287 (ALC) (SN)

COURT-AUTHORIZED NOTICE

**If you work or worked as a tipped employee for OTG Management, LLC,
you may be entitled to a payment from a collective and class action settlement.**

PLEASE READ THIS NOTICE CAREFULLY.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- You are receiving this Notice because OTG Management, LLC’s (“OTG”) records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023 (“Tipped Worker” or “Class Member”).
- Three individuals (“Plaintiffs”) who worked as Tipped Workers for OTG filed a lawsuit alleging that OTG violated federal and state law by failing to pay them and other Tipped Workers the proper minimum wage rate, overtime wage rate, all tips earned, and failing to provide compliant wage statements and notices (the “Lawsuit”). OTG denies any wrongdoing, liability or damages. It is OTG’s position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices for Tipped Workers.
- Although OTG denies that it is liable or owes damages to anyone, Plaintiffs and OTG have agreed to settle the Lawsuit to avoid the burden, expense and uncertainty of continued litigation, and the Court has preliminarily approved the settlement. OTG has agreed to a maximum total settlement fund in the amount of \$1,550,000, including settlement payments, taxes, administrator fees and costs, attorneys’ fees and costs (“Settlement”).
- Under the allocation formula created by the Settlement, your potential settlement payment is estimated to be approximately **\$[AMOUNT]**, subject to deductions for applicable taxes.
- **Your legal rights may be affected by this Settlement, and you have a choice to make now. Your options are explained in this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND YOU WILL RECEIVE A SETTLEMENT CHECK	<p>If you do nothing, you will receive a payment from the Settlement and release all your claims against OTG when the Court grants final approval of the Settlement.</p> <p>You do not need to submit any forms or paperwork to get a settlement payment.</p>
OBJECT TO THE SETTLEMENT	<p>You may write to the Court about why you believe the Settlement is not fair and reasonable. In order to object, you must follow the directions in Section 13, below.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>If you do not wish to participate in the Settlement, including you wish to bring your own lawsuit against OTG for the claims covered by this Lawsuit, you may exclude yourself by following the directions in Section 12, below.</p> <p>If you ask to be excluded from the Class, you will: (1) not receive a payment from this Settlement, (2) not be bound by this Settlement, and (3) retain the right to file your own action at your own expense related to the issues and claims covered by this Lawsuit.</p>

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court still has to decide whether to grant final approval of the Settlement. Settlement payments will be made only if the Court grants final approval of the Settlement, which is a process that may take several months to finalize.

BASIC INFORMATION

1. Why did I receive this Notice?

OTG's records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023.

The Court ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about your options with respect to the Lawsuit, before the Court decides whether to approve the Settlement. This Notice explains the Lawsuit, your legal rights, and what benefits may be available to you.

2. What is this Lawsuit about?

The Lawsuit is captioned as *Filho, et al. v. OTG Management, LLC*, Civil Action No. 19 Civ. 8287, and is pending before the Honorable Andrew L. Carter, District Judge in the United States District Court for

the Southern District of New York and the Honorable Sarah Netburn, Magistrate Judge in the United States District Court for the Southern District of New York.

Plaintiffs allege that OTG did not properly pay Tipped Workers in accordance with federal and state labor laws. In particular, this Lawsuit alleges that OTG (1) failed to pay Tipped Workers the proper minimum wage by not providing proper notice of the tip credit minimum wage rate and/or requiring Tipped Workers to spend a substantial amount of time performing non-tip producing work, (2) failed to pay Tipped Workers for all hours worked in excess of 40 per workweek, (3) improperly claimed Tipped Workers' tips, and/or (4) failed to provide compliant wage statements and notices. OTG denies any wrongdoing, liability or damages. It is OTG's position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices.

3. Why is there a settlement?

The Court has not made any determination about who is right or wrong in this Lawsuit. Both sides believe they would have prevailed in the Lawsuit but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainties associated with a trial or arbitration, and the Tipped Workers who participate in the settlement will get compensation as part of the settlement. Class Counsel analyzed and evaluated the claims made against OTG in the Lawsuit and Plaintiffs and Class Counsel believe the settlement is best for all Tipped Workers.

4. Why is this a class/collective action?

In a class action, one or more Plaintiffs called "class representatives" bring claims on behalf of themselves and other people who they believe have similar claims. The people are called "class members" and together are the "class," and all class members are automatically a part of the class unless they tell the Court they wish to opt out/exclude themselves.

Similarly, in a collective action, one or more Plaintiffs can seek to represent a "collective" of other people who they believe have similar claims. Individuals wishing to become collective members must consent in writing to join the action or "opt in."

In a class/collective action like this one, the Plaintiffs ask the Court to resolve the issues for all class and collective members. In this case, we are referring to both class and collective members as "Tipped Workers" and/or "Class Members."

5. Do I have a lawyer in this case?

The Court decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all Tipped Workers and/or Class Members. These lawyers are called "Class Counsel." Information about Class Counsel is available at www.outtengolden.com, and their contact information is listed in Section 17, below.

You will not be charged for services provided by these lawyers. Class Counsel will apply to the Court for approval of a fee payment from the Settlement, and you do not owe them any additional money for their services. You do not need to retain your own attorney to participate, but you are free to do so, at your own expense.

6. Can OTG and/or my current employer retaliate against me if I participate in the settlement?

No. It is a violation of state and federal law if OTG or your current employer retaliates against you for participating in this Settlement. If you believe that you have been retaliated against as a result of you receiving this Notice, considering whether to participate in this Settlement, or actually participating in this Settlement, please contact Class Counsel listed in Section 17.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the Settlement provide?

OTG has agreed to pay a maximum total amount of \$1,550,000 to settle all claims and disputes in this Lawsuit (the “Total Settlement Amount”), which will be used to pay (1) settlement payments to Class Members; (2) attorneys’ fees of up to one-third of the Total Settlement Amount; (3) reimbursement of actual litigation expenses and costs; (4) Service Awards of \$12,000 to each of the three Named Plaintiffs; (4) federal and state payroll taxes/withholdings; and (5) the Settlement Administrator’s fees and costs.

8. How was my share of the settlement fund calculated?

Based on the formula that was preliminarily approved by the Court, your settlement payment is estimated to be **\$[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked for OTG as a Tipped Worker in New York and/or New Jersey between September 6, 2013 and February 1, 2023. It also considered whether you filed a consent form to join the Lawsuit, whether you have an arbitration agreement with OTG, and whether you notified OTG or Class Counsel that you intended to pursue your claims against OTG in arbitration.

The Settlement Agreement between OTG and Plaintiffs contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Class Counsel using the information in Section 17 below or on the settlement website, **[Settlement Website]**.

Analytics Consulting LLC, the Settlement Administrator retained by the parties to administer this Settlement, used information from OTG’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator or Class Counsel using the information in Section 17 below.

Half of your settlement payment will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and the other half is not subject to deductions and will be reported to you on a Form 1099. Neither Class Counsel nor OTG’s counsel can advise you regarding the tax consequences of the settlement payment. You may wish to consult with your own personal tax advisor in connection with the settlement payment.

HOW YOU RECEIVE A PAYMENT

9. How can I receive my settlement payment?

If you wish to participate in the Settlement, you do not need to take any action now. You will receive a check for your settlement payment by U.S. mail. If your mailing address has changed since your employment with OTG, please update your address on the settlement website: **[Settlement Website]**.

10. When will I receive my settlement payment?

The Court will hold a hearing on **[DATE]**, at **[TIME]** to determine whether to give final approval to the Settlement (“Fairness Hearing”), as discussed below in Section 15. If the Court approves the Settlement, settlement checks will be mailed approximately **[XX #]** days after the Court enters its final approval order.

11. What am I giving up by participating in the Settlement?

If you do not exclude yourself from the Settlement pursuant to the instructions in Section 13, you will release your state and federal claims against OTG. This means you cannot sue, continue to sue, or be a part of any other action, arbitration or other proceeding against OTG regarding any and all, known or unknown, wage and hour claims relating back to the full extent of the federal statutes of limitations and continuing through the date of the execution of this Agreement, including, without limitations, claims pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest available under the FLSA, claims pursuant to the New York Labor Law, including minimum and overtime wages, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest, and/or claims pursuant to the New Jersey Wage and Hour Law, including minimum and overtime wages, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest. . You will release your state and federal claims against OTG whether or not you cash or otherwise negotiate your settlement check.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in the Settlement, then you must take steps to exclude yourself.

12. What do I do if I do not want to participate in the Settlement?

If you wish to exclude yourself from the Settlement, you must submit a written Opt-out Statement to either Class Counsel or the Settlement Administrator, stating: (i) your full name, address, telephone number; (ii) a statement indicating your intention to exclude yourself from the Settlement: “I opt out of the OTG settlement”; and (iii) your signature.

Objections should be mailed, emailed, faxed, or submitted online to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]
<ADDRESS>
<E-MAIL>
<WEBSITE>

The Opt-out Statement must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING]**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against OTG. You should be aware that your claims are subject

to defenses, including but not limited to, a statute of limitations, which means that they will expire (or may already have expired) on a certain date.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

13. How do I tell the Court I disapprove of the Settlement?

If you have not submitted an Opt-out Statement, you can object to any portion of the Settlement of which you disapprove. You can give reasons why you think the Court should not approve it. The Court will consider your views. You also have the right to appear at the Fairness Hearing before the Court (explained in Section 15 below) either in person or through your own counsel.

To object to the Settlement, you must send a letter to the Settlement Administrator saying that you object to the Settlement, which includes the following: (i) your full name, address, telephone number, (ii) all reasons for objecting to the Settlement, (iii) a statement regarding whether you intend to appear in person or through your own counsel at the Fairness Hearing, (iv) any supporting documentation, and (v) your signature.

Objections should be mailed, emailed, faxed, or submitted online to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]

<ADDRESS>

<E-MAIL>

<WEBSITE>

Your objection must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING**. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of your claims as set forth in Section 11 above, unless the Court does not grant final approval of the Settlement.

14. What's the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement and asking the Court not to approve the Settlement "as is." You can object only if you stay in the Class.

Opting out (also known as "excluding" yourself) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE FAIRNESS HEARING

15. When/where will the Court decide final approval of the Settlement?

The Court will hold a Fairness Hearing on **[DATE]** at **[TIME]**. At the hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

16. Do I have to attend the Fairness Hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection within the time specified in this Notice, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

17. Questions?

This Notice only summarizes the Lawsuit, the Settlement, and other related matters. More details are in the Settlement Agreement, which you can find at **[Settlement Website]**. You may also direct any questions to the Settlement Administrator in this matter:

[Settlement Administrator]
[Address]
[Phone Number]
[Email]
[Website]

You may also write, e-mail, or call Class Counsel:

Molly Brooks, Esq.
Amy Maurer, Esq.
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
(212) 245-1000

otgtippedworkercase@outtengolden.com

Hannah Cole-Chu, Esq.
1225 New York Ave NW
Suite 1200B
Washington, D.C. 20005
(212) 245-1000

otgtippedworkercase@outtengolden.com

By Order of the Court
Dated: June 8, 2023

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.

Exhibit C

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**DAFINIS FILHO, RAQUEL ERNEST, and
CHANTEL LYNCH on behalf of themselves
and all others similarly situated,**

Plaintiffs,

-against-

OTG Management, LLC,

Defendant.

Case No. 19-CV-8287 (ALC) (SN)

COURT-AUTHORIZED NOTICE

**If you work or worked as a tipped employee for OTG Management, LLC,
you may be entitled to a payment from a collective and class action settlement.**

PLEASE READ THIS NOTICE CAREFULLY.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- You are receiving this Notice because OTG Management, LLC’s (“OTG”) records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023 (“Tipped Worker” or “Class Member”).
- Three individuals (“Plaintiffs”) who worked as Tipped Workers for OTG filed a lawsuit alleging that OTG violated federal and state law by failing to pay them and other Tipped Workers the proper minimum wage rate, overtime wage rate, all tips earned, and failing to provide compliant wage statements and notices (the “Lawsuit”). OTG denies any wrongdoing, liability or damages. It is OTG’s position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices for Tipped Workers.
- Although OTG denies that it is liable or owes damages to anyone, Plaintiffs and OTG have agreed to settle the Lawsuit to avoid the burden, expense and uncertainty of continued litigation, and the Court has preliminarily approved the settlement. OTG has agreed to a maximum total settlement fund in the amount of \$1,550,000, including settlement payments, taxes, administrator fees and costs, attorneys’ fees and costs (“Settlement”).
- Under the allocation formula created by the Settlement, your potential settlement payment is estimated to be approximately **\$[AMOUNT]**, subject to deductions for applicable taxes.
- **Your legal rights may be affected by this Settlement, and you have a choice to make now. Your options are explained in this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND YOU WILL RECEIVE A SETTLEMENT CHECK	<p>If you do nothing, you will receive a payment from the Settlement and release your New York state claims against OTG when the Court grants final approval of the Settlement. If you endorse your settlement check, you will also release your federal claims against OTG.</p> <p>You do not need to submit any forms or paperwork to get a settlement payment.</p>
OBJECT TO THE SETTLEMENT	<p>You may write to the Court about why you believe the Settlement is not fair and reasonable. In order to object, you must follow the directions in Section 13, below.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>If you do not wish to participate in the Settlement, including you wish to bring your own lawsuit against OTG for the claims covered by this Lawsuit, you may exclude yourself by following the directions in Section 12, below.</p> <p>If you ask to be excluded from the Class, you will: (1) not receive a payment from this Settlement, (2) not be bound by this Settlement, and (3) retain the right to file your own action at your own expense related to the issues and claims covered by this Lawsuit.</p>

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court still has to decide whether to grant final approval of the Settlement. Settlement payments will be made only if the Court grants final approval of the Settlement, which is a process that may take several months to finalize.

BASIC INFORMATION

1. Why did I receive this Notice?

OTG’s records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023.

The Court ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about your options with respect to the Lawsuit, before the Court decides whether to approve the Settlement. This Notice explains the Lawsuit, your legal rights, and what benefits may be available to you.

2. What is this Lawsuit about?

The Lawsuit is captioned as *Filho, et al. v. OTG Management, LLC*, Civil Action No. 19 Civ. 8287, and is pending before the Honorable Andrew L. Carter, District Judge in the United States District Court for

the Southern District of New York and the Honorable Sarah Netburn, Magistrate Judge in the United States District Court for the Southern District of New York.

Plaintiffs allege that OTG did not properly pay Tipped Workers in accordance with federal and state labor laws. In particular, this Lawsuit alleges that OTG (1) failed to pay Tipped Workers the proper minimum wage by not providing proper notice of the tip credit minimum wage rate and/or requiring Tipped Workers to spend a substantial amount of time performing non-tip producing work, (2) failed to pay Tipped Workers for all hours worked in excess of 40 per workweek, (3) improperly claimed Tipped Workers' tips, and/or (4) failed to provide compliant wage statements and notices. OTG denies any wrongdoing, liability or damages. It is OTG's position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices.

3. Why is there a settlement?

The Court has not made any determination about who is right or wrong in this Lawsuit. Both sides believe they would have prevailed in the Lawsuit but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainties associated with a trial or arbitration, and the Tipped Workers who participate in the settlement will get compensation as part of the settlement. Class Counsel analyzed and evaluated the claims made against OTG in the Lawsuit and Plaintiffs and Class Counsel believe the settlement is best for all Tipped Workers.

4. Why is this a class/collective action?

In a class action, one or more Plaintiffs called "class representatives" bring claims on behalf of themselves and other people who they believe have similar claims. The people are called "class members" and together are the "class," and all class members are automatically a part of the class unless they tell the Court they wish to opt out/exclude themselves.

Similarly, in a collective action, one or more Plaintiffs can seek to represent a "collective" of other people who they believe have similar claims. Individuals wishing to become collective members must consent in writing to join the action or "opt in."

In a class/collective action like this one, the Plaintiffs ask the Court to resolve the issues for all class and collective members. In this case, we are referring to both class and collective members as "Tipped Workers" and/or "Class Members."

5. Do I have a lawyer in this case?

The Court decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all Tipped Workers and/or Class Members. These lawyers are called "Class Counsel." Information about Class Counsel is available at www.outtengolden.com, and their contact information is listed in Section 17, below.

You will not be charged for services provided by these lawyers. Class Counsel will apply to the Court for approval of a fee payment from the Settlement, and you do not owe them any additional money for their services. You do not need to retain your own attorney to participate, but you are free to do so, at your own expense.

6. Can OTG and/or my current employer retaliate against me if I participate in the settlement?

No. It is a violation of state and federal law if OTG or your current employer retaliates against you for participating in this Settlement. If you believe that you have been retaliated against as a result of you receiving this Notice, considering whether to participate in this Settlement, or actually participating in this Settlement, please contact Class Counsel listed in Section 17.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the Settlement provide?

OTG has agreed to pay a maximum total amount of \$1,550,000 to settle all claims and disputes in this Lawsuit (the “Total Settlement Amount”), which will be used to pay (1) settlement payments to Class Members; (2) attorneys’ fees of up to one-third of the Total Settlement Amount; (3) reimbursement of actual litigation expenses and costs; (4) Service Awards of \$12,000 to each of the three Named Plaintiffs; (4) federal and state payroll taxes/withholdings; and (5) the Settlement Administrator’s fees and costs.

8. How was my share of the settlement fund calculated?

Based on the formula that was preliminarily approved by the Court, your settlement payment is estimated to be **\$[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked for OTG as a Tipped Worker in New York and/or New Jersey between September 6, 2013 and February 1, 2023. It also considered whether you filed a consent form to join the Lawsuit, whether you have an arbitration agreement with OTG, and whether you notified OTG or Class Counsel that you intended to pursue your claims against OTG in arbitration.

The Settlement Agreement between OTG and Plaintiffs contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Class Counsel using the information in Section 17 below or on the settlement website, **[Settlement Website]**.

Analytics Consulting LLC, the Settlement Administrator retained by the parties to administer this Settlement, used information from OTG’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator or Class Counsel using the information in Section 17 below.

Half of your settlement payment will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and the other half is not subject to deductions and will be reported to you on a Form 1099. Neither Class Counsel nor OTG’s counsel can advise you regarding the tax consequences of the settlement payment. You may wish to consult with your own personal tax advisor in connection with the settlement payment.

HOW YOU RECEIVE A PAYMENT

9. How can I receive my settlement payment?

If you wish to participate in the Settlement, you do not need to take any action now. You will receive a check for your settlement payment by U.S. mail. If your mailing address has changed since your employment with OTG, please update your address on the settlement website: **[Settlement Website]**.

10. When will I receive my settlement payment?

The Court will hold a hearing on **[DATE]**, at **[TIME]** to determine whether to give final approval to the Settlement (“Fairness Hearing”), as discussed below in Section 15. If the Court approves the Settlement, settlement checks will be mailed approximately **[XX #]** days after the Court enters its final approval order.

11. What am I giving up by participating in the Settlement?

If you do not exclude yourself from the settlement pursuant to the instructions in Section 12, you will release your New York state claims against OTG if the Court grants final approval of the Settlement. This means you cannot sue, continue to sue, or be a part of any other action, arbitration or other proceeding against OTG regarding any and all New York state wage and hour claims relating back to the full extent of the applicable statutes of limitations and continuing through the date of execution of this Agreement, including, without limitations, pursuant to the New York Labor Law, including minimum and overtime wages, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest.

If you cash or otherwise negotiate your settlement check, you will release your federal claims against OTG. This means you cannot sue, continue to sue, or be a part of any other action, arbitration or other proceeding against OTG regarding any and all, known or unknown, wage and hour claims relating back to the full extent of the federal statutes of limitations and continuing through the date of the execution of this Agreement, including, without limitations, claims pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest available under the FLSA. If you do not cash or otherwise negotiate your settlement check, you retain your federal claims against OTG.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in the Settlement, then you must take steps to exclude yourself.

12. What do I do if I do not want to participate in the Settlement?

If you wish to exclude yourself from the Settlement, you must submit a written Opt-out Statement to either Class Counsel or the Settlement Administrator, stating: (i) your full name, address, telephone number; (ii) a statement indicating your intention to exclude yourself from the Settlement: “I opt out of the OTG settlement”; and (iii) your signature.

Objections should be mailed, emailed, faxed, or submitted online to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]
<ADDRESS>
<E-MAIL>
<WEBSITE>

The Opt-out Statement must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING]**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against OTG. You should be aware that your claims are subject to defenses, including but not limited to, a statute of limitations, which means that they will expire (or may already have expired) on a certain date.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

13. How do I tell the Court I disapprove of the Settlement?

If you have not submitted an Opt-out Statement, you can object to any portion of the Settlement of which you disapprove. You can give reasons why you think the Court should not approve it. The Court will consider your views. You also have the right to appear at the Fairness Hearing before the Court (explained in Section 15 below) either in person or through your own counsel.

To object to the Settlement, you must send a letter to the Settlement Administrator saying that you object to the Settlement, which includes the following: (i) your full name, address, telephone number, (ii) all reasons for objecting to the Settlement, (iii) a statement regarding whether you intend to appear in person or through your own counsel at the Fairness Hearing, (iv) any supporting documentation, and (v) your signature.

Objections should be mailed, emailed, faxed, or submitted online to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]
<ADDRESS>
<E-MAIL>
<WEBSITE>

Your objection must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING**. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of your claims as set forth in Section 11 above, unless the Court does not grant final approval of the Settlement.

14. What's the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement and asking the Court not to approve the Settlement "as is." You can object only if you stay in the Class.

Opting out (also known as "excluding" yourself) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE FAIRNESS HEARING

15. When/where will the Court decide final approval of the Settlement?

The Court will hold a Fairness Hearing on **[DATE]** at **[TIME]**. At the hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

16. Do I have to attend the Fairness Hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection within the time specified in this Notice, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

17. Questions?

This Notice only summarizes the Lawsuit, the Settlement, and other related matters. More details are in the Settlement Agreement, which you can find at **[Settlement Website URL]**. You may also direct any questions to the Settlement Administrator in this matter:

[Settlement Administrator]
[Address]
[Phone Number]
[Email]
[Website]

You may also write, e-mail, or call Class Counsel:

Molly Brooks, Esq.
Amy Maurer, Esq.
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
(212) 245-1000

otgtippedworkercase@outtengolden.com

Hannah Cole-Chu, Esq.
1225 New York Ave NW
Suite 1200B
Washington, D.C. 20005
(212) 245-1000

otgtippedworkercase@outtengolden.com

By Order of the Court
Dated: June 8, 2023

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.

Exhibit D

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**DAFINIS FILHO, RAQUEL ERNEST, and
CHANTEL LYNCH on behalf of themselves
and all others similarly situated,**

Plaintiffs,

-against-

OTG Management, LLC,

Defendant.

Case No. 19-CV-8287 (ALC) (SN)

COURT-AUTHORIZED NOTICE

**If you work or worked as a tipped employee for OTG Management, LLC,
you may be entitled to a payment from a collective and class action settlement.**

PLEASE READ THIS NOTICE CAREFULLY.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- You are receiving this Notice because OTG Management, LLC’s (“OTG”) records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023 (“Tipped Worker” or “Class Member”).
- Three individuals (“Plaintiffs”) who worked as Tipped Workers for OTG filed a lawsuit alleging that OTG violated federal and state law by failing to pay them and other Tipped Workers the proper minimum wage rate, overtime wage rate, all tips earned, and failing to provide compliant wage statements and notices (the “Lawsuit”). OTG denies any wrongdoing, liability or damages. It is OTG’s position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices for Tipped Workers.
- Although OTG denies that it is liable or owes damages to anyone, Plaintiffs and OTG have agreed to settle the Lawsuit to avoid the burden, expense and uncertainty of continued litigation, and the Court has preliminarily approved the settlement. OTG has agreed to a maximum total settlement fund in the amount of \$1,550,000, including settlement payments, taxes, administrator fees and costs, attorneys’ fees and costs (“Settlement”).
- Under the allocation formula created by the Settlement, your potential settlement payment is estimated to be approximately **\$[AMOUNT]**, subject to deductions for applicable taxes.
- **Your legal rights may be affected by this Settlement, and you have a choice to make now. Your options are explained in this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND YOU WILL RECEIVE A SETTLEMENT CHECK	<p>If you do nothing, you will receive a payment from the Settlement and release your New Jersey state claims against OTG when the Court grants final approval of the Settlement. If you endorse your settlement check, you will also release your federal claims against OTG.</p> <p>You do not need to submit any forms or paperwork to get a settlement payment.</p>
OBJECT TO THE SETTLEMENT	<p>You may write to the Court about why you believe the Settlement is not fair and reasonable. In order to object, you must follow the directions in Section 13, below.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>If you do not wish to participate in the Settlement, including you wish to bring your own lawsuit against OTG for the claims covered by this Lawsuit, you may exclude yourself by following the directions in Section 12, below.</p> <p>If you ask to be excluded from the Class, you will: (1) not receive a payment from this Settlement, (2) not be bound by this Settlement, and (3) retain the right to file your own action at your own expense related to the issues and claims covered by this Lawsuit.</p>

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court still has to decide whether to grant final approval of the Settlement. Settlement payments will be made only if the Court grants final approval of the Settlement, which is a process that may take several months to finalize.

BASIC INFORMATION

1. Why did I receive this Notice?

OTG’s records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023.

The Court ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about your options with respect to the Lawsuit, before the Court decides whether to approve the Settlement. This Notice explains the Lawsuit, your legal rights, and what benefits may be available to you.

2. What is this Lawsuit about?

The Lawsuit is captioned as *Filho, et al. v. OTG Management, LLC*, Civil Action No. 19 Civ. 8287, and is pending before the Honorable Andrew L. Carter, District Judge in the United States District Court for the Southern District of New York and the Honorable Sarah Netburn, Magistrate Judge in the United States District Court for the Southern District of New York.

Plaintiffs allege that OTG did not properly pay Tipped Workers in accordance with federal and state labor laws. In particular, this Lawsuit alleges that OTG (1) failed to pay Tipped Workers the proper minimum wage by not providing proper notice of the tip credit minimum wage rate and/or requiring Tipped Workers to spend a substantial amount of time performing non-tip producing work, (2) failed to pay Tipped Workers for all hours worked in excess of 40 per workweek, (3) improperly claimed Tipped Workers' tips, and/or (4) failed to provide compliant wage statements and notices. OTG denies any wrongdoing, liability or damages. It is OTG's position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices.

3. Why is there a settlement?

The Court has not made any determination about who is right or wrong in this Lawsuit. Both sides believe they would have prevailed in the Lawsuit but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainties associated with a trial or arbitration, and the Tipped Workers who participate in the settlement will get compensation as part of the settlement. Class Counsel analyzed and evaluated the claims made against OTG in the Lawsuit and Plaintiffs and Class Counsel believe the settlement is best for all Tipped Workers.

4. Why is this a class/collective action?

In a class action, one or more Plaintiffs called "class representatives" bring claims on behalf of themselves and other people who they believe have similar claims. The people are called "class members" and together are the "class," and all class members are automatically a part of the class unless they tell the Court they wish to opt out/exclude themselves.

Similarly, in a collective action, one or more Plaintiffs can seek to represent a "collective" of other people who they believe have similar claims. Individuals wishing to become collective members must consent in writing to join the action or "opt in."

In a class/collective action like this one, the Plaintiffs ask the Court to resolve the issues for all class and collective members. In this case, we are referring to both class and collective members as "Tipped Workers" and/or "Class Members."

5. Do I have a lawyer in this case?

The Court decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all Tipped Workers and/or Class Members. These lawyers are called "Class Counsel." Information about Class Counsel is available at www.outtengolden.com, and their contact information is listed in Section 17, below.

You will not be charged for services provided by these lawyers. Class Counsel will apply to the Court for approval of a fee payment from the Settlement, and you do not owe them any additional money for

their services. You do not need to retain your own attorney to participate, but you are free to do so, at your own expense.

6. Can OTG and/or my current employer retaliate against me if I participate in the settlement?

No. It is a violation of state and federal law if OTG or your current employer retaliates against you for participating in this Settlement. If you believe that you have been retaliated against as a result of you receiving this Notice, considering whether to participate in this Settlement, or actually participating in this Settlement, please contact Class Counsel listed in Section 17.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the Settlement provide?

OTG has agreed to pay a maximum total amount of \$1,550,000 to settle all claims and disputes in this Lawsuit (the “Total Settlement Amount”), which will be used to pay (1) settlement payments to Class Members; (2) attorneys’ fees of up to one-third of the Total Settlement Amount; (3) reimbursement of actual litigation expenses and costs; (4) Service Awards of \$12,000 to each of the three Named Plaintiffs; (4) federal and state payroll taxes/withholdings; and (5) the Settlement Administrator’s fees and costs.

8. How was my share of the settlement fund calculated?

Based on the formula that was preliminarily approved by the Court, your settlement payment is estimated to be **\$[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked for OTG as a Tipped Worker in New York and/or New Jersey between September 6, 2013 and February 1, 2023. It also considered whether you filed a consent form to join the Lawsuit, whether you have an arbitration agreement with OTG, and whether you notified OTG or Class Counsel that you intended to pursue your claims against OTG in arbitration.

The Settlement Agreement between OTG and Plaintiffs contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Class Counsel using the information in Section 20 below or on the settlement website, **[Settlement Website]**.

Analytics Consulting LLC, the Settlement Administrator retained by the parties to administer this Settlement, used information from OTG’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator or Class Counsel using the information in Section 17 below.

Half of your settlement payment will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and the other half is not subject to deductions and will be reported to you on a Form 1099. Neither Class Counsel nor OTG’s counsel can advise you regarding the tax consequences of the settlement payment. You may wish to consult with your own personal tax advisor in connection with the settlement payment.

HOW YOU RECEIVE A PAYMENT

9. How can I receive my settlement payment?

If you wish to participate in the Settlement, you do not need to take any action now. You will receive a check for your settlement payment by U.S. mail. If your mailing address has changed since your employment with OTG, please update your address on the settlement website: [\[Settlement Website\]](#).

10. When will I receive my settlement payment?

The Court will hold a hearing on [\[DATE\]](#), at [\[TIME\]](#) to determine whether to give final approval to the Settlement (“Fairness Hearing”), as discussed below in Section 15. If the Court approves the Settlement, settlement checks will be mailed approximately [\[XX #\]](#) days after the Court enters its final approval order.

11. What am I giving up by participating in the Settlement?

If you do not exclude yourself from the settlement pursuant to the instructions in Section 12, you will release your New York state claims against OTG if the Court grants final approval of the Settlement. This means you cannot sue, continue to sue, or be a part of any other action, arbitration or other proceeding against OTG means any and all New Jersey state wage and hour claims relating back to the full extent of the applicable statutes of limitations and continuing through the date of execution of this Agreement, including, without limitations, claims pursuant to the New Jersey Wage and Hour Law, including minimum and overtime wages, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest.

If you cash or otherwise negotiate your settlement check, you will release your federal claims against OTG. This means you cannot sue, continue to sue, or be a part of any other action, arbitration or other proceeding against OTG regarding any and all, known or unknown, wage and hour claims relating back to the full extent of the federal statutes of limitations and continuing through the date of the execution of this Agreement, including, without limitations, claims pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest available under the FLSA. If you do not cash or otherwise negotiate your settlement check, you retain your federal claims against OTG.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in the Settlement, then you must take steps to exclude yourself.

12. What do I do if I do not want to participate in the Settlement?

If you wish to exclude yourself from the Settlement, you must submit a written Opt-out Statement to either Class Counsel or the Settlement Administrator, stating: (i) your full name, address, telephone number; (ii) a statement indicating your intention to exclude yourself from the Settlement: “I opt out of the OTG settlement”; and (iii) your signature.

Objections should be mailed, emailed, faxed, or submitted online to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]

<ADDRESS>
<E-MAIL>
<WEBSITE>

The Opt-out Statement must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against OTG. You should be aware that your claims are subject to defenses, including but not limited to, a statute of limitations, which means that they will expire (or may already have expired) on a certain date.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

13. How do I tell the Court I disapprove of the Settlement?

If you have not submitted an Opt-out Statement, you can object to any portion of the Settlement of which you disapprove. You can give reasons why you think the Court should not approve it. The Court will consider your views. You also have the right to appear at the Fairness Hearing before the Court (explained in Section 15 below) either in person or through your own counsel.

To object to the Settlement, you must send a letter to the Settlement Administrator saying that you object to the Settlement, which includes the following: (i) your full name, address, telephone number, (ii) all reasons for objecting to the Settlement, (iii) a statement regarding whether you intend to appear in person or through your own counsel at the Fairness Hearing, (iv) any supporting documentation, and (v) your signature.

Objections should be mailed, emailed, faxed, or submitted online to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]
<ADDRESS>
<E-MAIL>
<WEBSITE>

Your objection must be postmarked by or otherwise received on or before **INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING**. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of your claims as set forth in Section 11 above, unless the Court does not grant final approval of the Settlement.

14. What's the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement and asking the Court not to approve the Settlement "as is." You can object only if you stay in the Class.

Opting out (also known as "excluding" yourself) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement

Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE FAIRNESS HEARING

15. When/where will the Court decide final approval of the Settlement?

The Court will hold a Fairness Hearing on **[DATE]** at **[TIME]**. At the hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

16. Do I have to attend the Fairness Hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection within the time specified in this Notice, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

17. Questions?

This Notice only summarizes the Lawsuit, the Settlement, and other related matters. More details are in the Settlement Agreement, which you can find at **[Settlement Website URL]**. You may also direct any questions to the Settlement Administrator in this matter:

[Settlement Administrator]
[Address]
[Phone Number]
[Email]
[Website]

You may also write, e-mail, or call Class Counsel:

Molly Brooks, Esq.
Amy Maurer, Esq.
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
(212) 245-1000
otgtippedworkercase@outtengolden.com

Hannah Cole-Chu, Esq.
1225 New York Ave NW
Suite 1200B
Washington, D.C. 20005
(212) 245-1000
otgtippedworkercase@outtengolden.com

By Order of the Court
Dated: June 8, 2023

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.

Exhibit E

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**DAFINIS FILHO, RAQUEL ERNEST, and
CHANTEL LYNCH on behalf of themselves
and all others similarly situated,**

Plaintiffs,

-against-

OTG Management, LLC,

Defendant.

Case No. 19-CV-8287 (ALC) (SN)

COURT-AUTHORIZED NOTICE

**If you work or worked as a tipped employee for OTG Management, LLC,
you may be entitled to a payment from a collective and class action settlement.**

PLEASE READ THIS NOTICE CAREFULLY.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- You are receiving this Notice because OTG Management, LLC’s (“OTG”) records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023 (“Tipped Worker” or “Class Member”).
- Three individuals (“Plaintiffs”) who worked as Tipped Workers for OTG filed a lawsuit alleging that OTG violated federal and state law by failing to pay them and other Tipped Workers the proper minimum wage rate, overtime wage rate, all tips earned, and failing to provide compliant wage statements and notices (the “Lawsuit”). OTG denies any wrongdoing, liability or damages. It is OTG’s position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices for Tipped Workers.
- Although OTG denies that it is liable or owes damages to anyone, Plaintiffs and OTG have agreed to settle the Lawsuit to avoid the burden, expense and uncertainty of continued litigation, and the Court has preliminarily approved the settlement. OTG has agreed to a maximum total settlement fund in the amount of \$1,550,000, including settlement payments, taxes, administrator fees and costs, attorneys’ fees and costs (“Settlement”).
- Under the allocation formula created by the Settlement, your potential settlement payment is estimated to be approximately **\$[AMOUNT]**, subject to deductions for applicable taxes.
- **Your legal rights may be affected by this Settlement, and you have a choice to make now. Your options are explained in this Notice.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT	If you submit a properly completed claim form, you agree to participate in the settlement, will receive an estimated settlement payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings, and release your state and federal claims against OTG. The Claim Form must be postmarked by or otherwise received on or before [INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING].
DO NOTHING	If you do nothing, you will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against OTG, should you choose.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

The Court still has to decide whether to grant final approval of the Settlement. Settlement payments will be made only if the Court grants final approval of the Settlement, which is a process that may take several months to finalize.

BASIC INFORMATION

1. Why did I receive this Notice?

OTG’s records indicate that you are or were employed by OTG as a server, bartender, or other tipped worker at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023.

The Court ordered that you be sent this Notice because you have a right to know about a proposed class and collective action settlement, and about your options with respect to the Lawsuit, before the Court decides whether to approve the Settlement. This Notice explains the Lawsuit, your legal rights, and what benefits may be available to you.

2. What is this Lawsuit about?

The Lawsuit is captioned as *Filho, et al. v. OTG Management, LLC*, Civil Action No. 19 Civ. 8287, and is pending before the Honorable Andrew L. Carter, District Judge in the United States District Court for the Southern District of New York and the Honorable Sarah Netburn, Magistrate Judge in the United States District Court for the Southern District of New York.

Plaintiffs allege that OTG did not properly pay Tipped Workers in accordance with federal and state labor laws. In particular, this Lawsuit alleges that OTG (1) failed to pay Tipped Workers the proper minimum wage by not providing proper notice of the tip credit minimum wage rate and/or requiring Tipped Workers to spend a substantial amount of time performing non-tip producing work, (2) failed to pay Tipped Workers for all hours worked in excess of 40 per workweek, (3) improperly claimed Tipped Workers’ tips, and/or (4) failed to provide compliant wage statements and notices. OTG denies any wrongdoing, liability or damages. It is OTG’s position that it properly compensated Plaintiffs and other employees and complied with all applicable federal and state law with respect to wages and notices.

3. Why is there a settlement?

The Court has not made any determination about who is right or wrong in this Lawsuit. Both sides believe they would have prevailed in the Lawsuit but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they avoid the cost, delay, and uncertainties associated with a trial or arbitration, and the Tipped Workers who participate in the settlement will get compensation as part of the settlement. Class Counsel analyzed and evaluated the claims made against OTG in the Lawsuit and Plaintiffs and Class Counsel believe the settlement is best for all Tipped Workers.

4. Why is this a class/collective action?

In a class action, one or more Plaintiffs called “class representatives” bring claims on behalf of themselves and other people who they believe have similar claims. The people are called “class members” and together are the “class,” and all class members are automatically a part of the class unless they tell the Court they wish to opt out/exclude themselves.

Similarly, in a collective action, one or more Plaintiffs can seek to represent a “collective” of other people who they believe have similar claims. Individuals wishing to become collective members must consent in writing to join the action or “opt in.”

In a class/collective action like this one, the Plaintiffs ask the Court to resolve the issues for all class and collective members. In this case, we are referring to both class and collective members as “Tipped Workers” and/or “Class Members.”

5. Do I have a lawyer in this case?

The Court decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all Tipped Workers and/or Class Members. These lawyers are called “Class Counsel.” Information about Class Counsel is available at www.outtengolden.com, and their contact information is listed in Section 14, below.

You will not be charged for services provided by these lawyers. Class Counsel will apply to the Court for approval of a fee payment from the Settlement, and you do not owe them any additional money for their services. You do not need to retain your own attorney to participate, but you are free to do so, at your own expense.

6. Can OTG and/or my current employer retaliate against me if I participate in the settlement?

No. It is a violation of state and federal law if OTG or your current employer retaliates against you for participating in this Settlement. If you believe that you have been retaliated against as a result of you receiving this Notice, considering whether to participate in this Settlement, or actually participating in this Settlement, please contact Class Counsel listed in Section 14.

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the Settlement provide?

OTG has agreed to pay a maximum total amount of \$1,550,000 to settle all claims and disputes in this Lawsuit (the “Total Settlement Amount”), which will be used to pay (1) settlement payments to Class Members; (2) attorneys’ fees of up to one-third of the Total Settlement Amount; (3) reimbursement of actual litigation expenses and costs; (4) Service Awards of \$12,000 to each of the three Named Plaintiffs; (4) federal and state payroll taxes/withholdings; and (5) the Settlement Administrator’s fees and costs.

8. How was my share of the settlement fund calculated?

Based on the formula that was preliminarily approved by the Court, your settlement payment is estimated to be **\$[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked for OTG as a Tipped Worker in New York and/or New Jersey between September 6, 2013 and February 1, 2023. It also considered whether you filed a consent form to join the Lawsuit, whether you have an arbitration agreement with OTG, and whether you notified OTG or Class Counsel that you intended to pursue your claims against OTG in arbitration.

The Settlement Agreement between OTG and Plaintiffs contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Class Counsel using the information in Section 17 below or on the settlement website, **[Settlement Website]**.

Analytics Consulting LLC, the Settlement Administrator retained by the parties to administer this Settlement, used information from OTG’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator or Class Counsel using the information in Section 14 below.

Half of your settlement payment will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and the other half is not subject to deductions and will be reported to you on a Form 1099. Neither Class Counsel nor OTG’s counsel can advise you regarding the tax consequences of the settlement payment. You may wish to consult with your own personal tax advisor in connection with the settlement payment.

HOW YOU RECEIVE A PAYMENT

9. How can I receive my settlement payment?

You must sign and return the enclosed Claim Form by the deadline to be eligible to receive a settlement payment. You must submit your Claim Form (or it must be postmarked) by or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING]**.

You may submit your Claim Form on the website, by email, or return the Claim Form in the pre-stamped return envelope to:

[INSERT SETTLEMENT ADMINISTRATOR]
<ADDRESS>
<E-MAIL>
<WEBSITE>

To be effective, the Claim Form must be completed in full and signed.

If you do not submit a Claim Form or submit an incomplete or invalid Claim Form, you will not receive a settlement payment.

10. When will I receive my settlement payment?

The Court will hold a hearing on **[DATE]**, at **[TIME]** to determine whether to give final approval to the Settlement (“Fairness Hearing”), as discussed below in Section 12. If the Court approves the Settlement, settlement checks will be mailed approximately **[XX #]** days after the Court enters its final approval order.

11. What am I giving up by participating in the Settlement?

If you sign and return a Claim Form, you will release your state and federal claims against OTG if the Court grants final approval of the Settlement. This means you cannot sue, continue to sue, or be a part of any other action, arbitration nor other proceeding against OTG regarding any and all, known or unknown, wage and hour claims relating back to the full extent of the federal statutes of limitations and continuing through the date of the execution of this Agreement, including, without limitations, claims pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest available under the FLSA, claims pursuant to the New York Labor Law, including minimum and overtime wages, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest, and/or claims pursuant to the New Jersey Wage and Hour Law, including minimum and overtime wages, expense reimbursement, wage statements, waiting time penalties, restitution, and related claims for interest, costs and expenses, attorneys’ fees, declaratory relief, injunctive relief, liquidated damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest.

THE FAIRNESS HEARING

12. When/where will the Court decide final approval of the Settlement?

The Court will hold a Fairness Hearing on **[DATE]** at **[TIME]**. At the hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

13. Do I have to attend the Fairness Hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection within the time specified in this Notice, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

14. Questions?

This Notice only summarizes the Lawsuit, the Settlement, and other related matters. More details are in the Settlement Agreement, which you can find at [[Settlement Website URL](#)]. You may also direct any questions to the Settlement Administrator in this matter:

[Settlement Administrator]
[Address]
[Phone Number]
[Email]
[Website]

You may also write, e-mail, or call Class Counsel:

Molly Brooks, Esq.
Amy Maurer, Esq.
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
(212) 245-1000
otgtippedworkercase@outtengolden.com

Hannah Cole-Chu, Esq.
1225 New York Ave NW
Suite 1200B
Washington, D.C. 20005
(212) 245-1000
otgtippedworkercase@outtengolden.com

By Order of the Court
Dated: June 8, 2023

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.

Exhibit F

From: Notice
To: [Jeff Mitchell](#)
Subject: Court Ordered Notice Re: OTG Tipped Workers Collective Action
Date: Tuesday, June 22, 2021 12:30:18 PM

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**DAFINIS FILHO, RAQUEL ERNEST, and Case No. 19-CV-8287 (ALC) (SN)
CHANTEL LYNCH on behalf of
themselves and all others similarly
situated,**

Plaintiffs,

-against-

OTG Management, LLC,

Defendant.

COURT-AUTHORIZED NOTICE

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK

Filho et al. v. OTG Management, LLC, Case No. 19 Civ. 8287

**If you worked at an OTG establishment as a server,
bartender, or any other position in which you earned tips,
between September 5, 2016 and the present, please read
this notice.**

A collective action lawsuit may affect your legal rights.

This is a court-authorized notice. This is not a solicitation from a lawyer.

- Former Servers and Bartenders (“Plaintiffs”), filed this lawsuit on behalf of themselves and other current and former servers, bartenders, and tipped workers who were employed at restaurants and bars owned, operated, and/or controlled by OTG Management, LLC (“OTG”) at Newark, LaGuardia, or JFK airports between September 5, 2016 and the present (collectively, Tipped Workers”) against OTG claiming that OTG violated federal law by failing to pay them the proper minimum wage and overtime for all hours worked over 40 in a workweek, as well as failed to pay tipped workers for all hours worked.
- The Court has not decided who is right and who is wrong. **Your legal rights may be affected, and you have a choice to make now:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ASK TO BE INCLUDED

By signing and sending in the “Consent to Join” form

included with this Notice, you will “opt in” and become part of this collective action lawsuit. If you choose to be included, you may be entitled to share in any monetary recovery that might come from a trial or a settlement in this lawsuit. You forfeit any rights to sue OTG separately based on the claims in this lawsuit.

If you wish to be included, you must complete and return the Consent to Join form by August 23, 2021.

Submit a Consent to Join
Form

Claim Number:
PIN:

DO NOTHING

If you do not sign and send in the Consent to Join form by August 23, 2021, you will not join the collective action. This means that you forego the possibility of recovering back wages under federal law in this lawsuit, if those bringing the lawsuit are successful, and will not be bound by any judgment or settlement. You retain your right to sue OTG separately.

1. Why did I get this notice?

You are getting this notice because OTG’s records show that you are a current or former server, bartender, or tipped worker who was employed at restaurants and bars owned, operated, and/or controlled by OTG at Newark, LaGuardia, or JFK airports between September 5, 2016 and the present.

2. What is this lawsuit about?

This lawsuit is about whether OTG properly paid tipped workers in accordance with the federal labor laws. In particular, this notice relates to claims that OTG violated federal law by failing to pay tipped workers the proper minimum wage by: (1) failing to provide proper notice of the tip credit minimum wage rate to tipped workers; (2) requiring tipped workers to spend a substantial amount of time performing non-tip producing work; and (3) failing to pay tipped workers for all hours worked due to work performed off-the-clock and premium overtime pay – at a rate 1.5 times their regular hourly rate – for hours worked in excess of 40 per workweek.

The lawsuit is known as *Filho, et al v. OTG Management, LLC*, Case No. 19 Civ. 8287, and is pending before the Honorable Andrew L. Carter in the United States District Court for the Southern District of New York.

3. What is a collective action and who is involved?

In a collective action, one or more individuals (called “Plaintiffs”) can bring a lawsuit on behalf of others who are “similarly situated” to them. All current or former Tipped Workers who join the case will be opt-in plaintiffs and become members of the “Collective.”

One Court will resolve the issues for the Collective.

4. Why is this lawsuit a Collective Action?

In a collective action lawsuit, one or more persons sue on behalf of other people who have similar claims under the FLSA. All Tipped Workers who decide to participate in the case must file the attached Consent to Sue form and become “opt-in plaintiffs.” OTG is the Defendant. One court resolves the issues for everyone who decides to join the case as opt-in plaintiffs.

5. What is OTG's position?

OTG denies all of Plaintiffs' claims. It maintains that it has fully complied with all of the federal and state wage and hour laws at issue, and that no current or former employees are legally entitled to any additional compensation.

6. What are the Plaintiffs asking for?

The Plaintiffs seek to recover minimum wages, overtime compensation, misappropriated tips, statutory penalties, and attorneys' fees, and costs, for themselves and the members of the Collective. The Plaintiffs also seek declaratory relief and an injunction to prevent OTG from failing to properly pay Tipped Workers in the future.

7. Can I join the collective?

Yes, if you are a current or former server, bartender, or tipped worker who was employed at restaurants and bars owned, operated, and/or controlled by OTG Management at Newark, LaGuardia, or JFK airports between September 5, 2016 and the present ("Tipped Workers").

You may have signed an arbitration agreement with OTG. Even if you have signed an arbitration agreement, you may still submit a Consent to Join form in this collective action. The Court has not yet made a decision about the validity of any arbitration agreement, which may affect your ability to participate in this action at a later time.

8. What happens if I do nothing at all?

If you do not choose to join this lawsuit, you will not be affected by any decision in this case, whether favorable or unfavorable. You will not be entitled to share in any amounts recovered by the Plaintiffs as part of the lawsuit. You also will be free to hire your own lawyer and file your own lawsuit. You should be aware that your time to bring federal wage and hour claims is limited by a two or three-year statute of limitations.

9. What happens if I join the lawsuit?

If you choose to join this lawsuit, you will be bound by any ruling, settlement or judgment, whether favorable or unfavorable, and your Consent to Join form will be filed in the public record. You will also share in any settlement or judgment obtained by the Plaintiffs on behalf of the Collective. By joining this lawsuit, you agree to have the Plaintiffs act as your representative and make decisions on your behalf concerning the case, including approving any settlement, entering into an agreement with counsel regarding payment of attorneys' fees and costs, and deciding all other matters pertaining to this lawsuit. Decisions made and agreements entered into by the Plaintiffs will be binding on you if you join the lawsuit. The final decision with respect to attorneys' fees and costs rests with the Court, not the parties.

While this suit is pending, you may be asked to provide documents or information relating to your time as server, bartender, or tipped worker at OTG, which may include responding to written questions and requests for documents. You also may be asked to testify under oath at a deposition scheduled at your convenience, and you may have to testify under oath in court.

10. Can OTG and/or my current employer retaliate against me if I join the lawsuit?

No. It is a violation of federal law for your current employer or OTG to fire, discipline, or in any manner retaliate against you for taking part in this case.

11. How do I ask the Court to include me in the case?

If you choose to join this lawsuit, it is extremely important that you read, sign, and promptly return the Consent to Join form. An addressed and postage-paid envelope is enclosed in the notice packet you received in the mail for your convenience. Should the envelope be lost or misplaced, the Consent to Join Form must be mailed, faxed, or emailed to:

OTG Tipped Workers
c/o Analytics Consulting LLC
P.O. Box 2006
Chanhassen, MN 55317-2006
Fax: (952) 404-5750
Email: info@OTGTippedWorkerCase.com

The signed Consent to Join form must be postmarked, emailed, faxed by August 23, 2021. Alternatively, you can electronically file a Consent to Join on or before August 23, 2021 by visiting www.OTGTippedWorkerCase.com or by clicking the link below:

Submit a Consent to Join Form

Claim Number:
PIN:

12. Do I have a lawyer in this case?

If you choose to join this lawsuit, you will be represented by the attorneys who represent the Plaintiffs – Molly A. Brooks of Outten & Golden LLP, 685 Third Avenue, 25th Floor New York, NY 10017 (212) 245-1000, www.outtengolden.com.

13. Should I get my own lawyer?

You do not need to hire your own lawyer because the Plaintiffs' attorneys will be working on your behalf. You may hire your own lawyer at your own expense.

14. How will the lawyers be paid?

You will not be required to pay any attorneys' fees or costs out of your own pocket. The Plaintiffs have entered into a contingency fee agreement with their attorneys. Under the agreement, if there is a settlement or if there is a trial and the Plaintiffs prevail, the attorneys will ask the Court to approve as their attorneys' fees the greater of: (a) one-third of the recovery, or (b) the "lodestar" amount, calculated by multiplying their reasonable hourly rates by the number of hours expended on the lawsuit. You can obtain a copy of the contingency fee agreement executed by the Plaintiffs upon request.

15. Questions?

If you have any questions, please write, e-mail or call Plaintiffs' counsel at:

Molly A. Brooks
Outten & Golden LLP
685 Third Ave, 25th Floor
New York, NY 10017
(212) 245-1000 or (877)-468-8836
OTGTippedWorkerCase@OuttenGolden.com

OTG Tipped Workers | c/o Analytics Consulting LLC, P.O. Box 2006, Chanhassen, MN 55317

[Unsubscribe {recipient's email}](#)

[Constant Contact Data Notice](#)

Sent by notice@noticeadministrator.com

THIS IS A TEST EMAIL ONLY.

This email was sent by the author for the sole purpose of testing a draft message. If you believe you have received the message in error, please contact the author by replying to this message. Constant Contact takes reports of abuse very seriously. If you wish to report abuse, please forward this message to abuse@constantcontact.com.

Exhibit G

Proposed Notice by Text

To Opt-In Class Members:

You are receiving this message because you may be entitled to compensation from an OTG wage and hour settlement. To receive a monetary payment, you must submit a claim form by [Bar Date]. Additional important details at [website URL]. Although OTG denies the allegations in the case and asserts that it complied with the law, the parties have reached a settlement and the court has ordered that you receive this Notice of Settlement.

To Opt-Out Class Members:

You may be entitled to compensation from an OTG wage and hour settlement. To receive a monetary payment, you do not need to take any action now. Additional important details at [website URL]. Although OTG denies the allegations in the case and asserts that it complied with the law, the parties have reached a settlement and the court has ordered that you receive this Notice of Settlement.

Exhibit H

[To be sent by U.S. Mail and Email]

IMPORTANT REMINDER REGARDING OTG WAGE & HOUR SETTLEMENT

You should have received a Court-authorized Notice explaining your eligibility to participate in a settlement of a lawsuit against OTG on behalf of servers, bartenders, or other tipped workers at LaGuardia Airport, John F. Kennedy Airport, or Newark Liberty Airport between September 6, 2013 to February 1, 2023. The Plaintiffs in the case alleged that OTG violated federal law by failing to pay them the proper minimum wage and overtime for all hours worked over 40 in a workweek, as well as failed to pay tipped workers for all hours worked. OTG denies all liability.

IMPORTANT: Our records indicate that you have not submitted a Claim Form for this settlement. In order to participate in this settlement, you must complete a Claim Form and submit it online at [website URL] or return it email, mail, or fax to:

c/o Claims Administrator

Address: (to be inserted)

Fax: (to be inserted)

Email: (to be inserted)

Your Claim Form must be submitted or postmarked on or before [60 days from mailing of Notice].

If you have any questions, please contact the settlement administrator [insert phone; insert email], or Plaintiffs' counsel Outten & Golden LLP at (212) 245-1000 or OTGTippedWorkerCase@OuttenGolden.com.

OTG Tipped Worker Case
Notice Administrator

[postage]

[fname] [lname] [mailid]
[address] [address2]
[city], [state] [zip]

Text Notice:

You are receiving this message because you may be entitled to compensation from an OTG wage and hour settlement. To receive a monetary payment, you must submit a Claim Form by [Bar Date]. Our records show that you have not submitted a Claim Form. Additional important details at [website URL].

Exhibit I

IMPORTANT REMINDER REGARDING OTG WAGE & HOUR SETTLEMENT

Recently you should have received a settlement payment in the mail, in the form of a check, from a class and collective action settlement against OTG.

IMPORTANT: Our records indicate that you have not yet deposited or cashed your settlement check. Settlement checks that are not deposited or cashed by [Check Void Date} will be null and void.

If you have any questions, please contact the settlement administrator [insert phone; insert email], or Plaintiffs' counsel Outten & Golden LLP at (212) 245-1000 or OTGTippedWorkerCase@OuttenGolden.com.

OTG Tipped Worker Case
Notice Administrator

[postage]

[fname] [lname] [mailid]
[address] [address2]
[city], [state] [zip]