

NOTICE OF PROPOSED CLASS ACTION LAWSUIT SETTLEMENT
AND FAIRNESS HEARING

TO: ALL PERSONS EMPLOYED AS A CAPTAIN, FRONT-WAITER, BACK-WAITER, BUSSER AND/OR BARTENDER AT RIVER CAFÉ DURING THE TIME PERIODS LISTED IN SECTION 3 BELOW.

THE INFORMATION CONTAINED IN THIS NOTICE CAN ALSO BE FOUND AT www.ardenclaims.com/Fonseca, et al. v. Dirksen & Talleyrand, Inc., et al., No. 13 Civ. 5124.

Based on information in the records of the River Café (“River Cafe” or “Defendants”) you were employed as a captain, front-waiter, back-waiter, busser and/or bartender at River Cafe in Brooklyn, NY and are entitled to participate in the proposed settlement of the case captioned Fonseca et al v. Dirksen & Talleyrand, Inc. d/b/a the River Café, et al, Case No. 13 CV 5124 (U.S. District Court for the Southern District of New York) (the “Lawsuit”). Accordingly, under the terms of the settlement, you may claim money under the Settlement.

A CLAIM FORM IS ENCLOSED WITH THIS NOTICE. YOU WILL RECEIVE MONEY FROM THIS SETTLEMENT ONLY IF YOU RETURN THE ATTACHED CLAIM FORM TO THE CLAIMS ADMINISTRATOR ON OR BEFORE DECEMBER 29, 2017.

QUESTIONS AND ANSWERS

1. WHAT IS THE PURPOSE OF THIS NOTICE?

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

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

2. WHAT IS THIS CASE ABOUT?

The Lawsuit asserted claims under the Fair Labor Standards Act (“FLSA”) and New York Law alleging that River Café failed to properly compensate certain front of the house food service employees for all hours worked, including overtime, or hours worked in excess of forty per workweek. The Lawsuit also alleges that River Café misappropriated portions of employees’ tips, by forcing them to share tips with maître d’s and individuals who did not perform customer service.

River Café denies these allegations and maintains that they paid all employees properly for all hours worked. The Parties have entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Plaintiffs’ claims, and no party has prevailed in this action.

3. WHO IS INCLUDED IN THE CLASS?

The Parties have agreed to settle the Lawsuit for a class consisting of all persons employed by Defendants as captains, front-waiters, and bartenders between July 23, 2007 and September 28, 2015, as well as employees who formerly worked as back-waiters and bussers between July 23, 2007 and September 28, 2015 and whom ceased working for the River Café prior to September 28, 2015 (“Class Members”). You have received this notice because River Café has identified you as a Class Member based on their records.

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

If the Settlement is given final approval by the Court, Defendants will pay up to a maximum of \$2,000,000.00 in total settlement funds. If the Court also approves the payments set forth below, the following payments and expenses will be deducted from the \$2,000,000.00 prior to distribution of the settlement funds to Claimants:

1. Attorneys’ Fees and Costs: Class Counsel will apply to the Court for recovery of costs and attorneys’ fees of one-third of the Maximum Settlement Amount after deducting their costs. This amount will be requested pursuant to the Named Plaintiffs’ professional services agreement.
2. Service Awards: If the Court approves such payments, \$10,000.00 will be paid to each of the Named Plaintiffs.
3. Claims Administrator Costs: Class Counsel will apply to the Court for recovery of all costs of administration of this settlement.
4. If the Court approves these payments, the remaining Settlement Fund (the “Net Settlement Fund”) will be allocated to Class Members based on the tips they earned and the number of hours they worked.
5. No Class Member will be allocated a settlement share that is less than \$50.00.
6. The attached Claim Form contains an estimated amount of your Individual Settlement Amount, which has been calculated based on River Café’s records. River Café’s personnel records are presumed to be correct. One half of this amount will payable to you, less applicable withholdings, reported on an IRS form W-2 at the end of the applicable year(s). The other half will be paid to you in full, reported on an IRS form 1099 at the end of the applicable year(s).
7. For more information about how individual settlement awards are calculated, you may contact Class Counsel, Josef Nussbaum at Joseph & Kirschenbaum LLP, 32 Broadway, Suite 601, New York, NY 10004 at 212-688-5640 or jnussbaum@jk-llp.com.

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

In order to collect your share of the settlement, you must fill out a Claim Form. If you do not fill out a Claim Form, you will not receive any money from this settlement. Attached to this Notice is a Claim Form which you must fill out and mail, postmarked on or before December 29, 2017, to:

Fonseca, et al. v. Dirksen & Talleyrand, Inc., et al., No. 13 Civ. 5124
c/o Arden Claims Service, LLC
P.O. Box 1015
Port Washington, NY 11050
Ph: 877-623-2703 | E-mail: info@ardenclaims.com

You can also submit a Claim Form by visiting the website <http://www.ardenclaims.com/Fonseca, et al. v. Dircksen & Talleyrand, Inc., et al., No. 13 Civ. 5124> and using the claim number and PIN provided in the attached Claim Form.

River Café cannot and will not retaliate against you for participating in this Settlement and/or filing a Claim Form.

It is your responsibility to retain proof of timely mailing or submission of a Claim Form until receipt of your settlement payment.

If you move, please send the Claims Administrator your new address. It is your responsibility alone to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.

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

6. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

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

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

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

You have the option of opting out of the Settlement Agreement if you do not want to participate in the Settlement or be bound by the release of claims described above. This means, if you opt out, you will not receive any money but you will retain your right to pursue any timely claims that you may have." To opt out of the Settlement Agreement you must do so by December 29, 2017. If you do not opt out, you will be bound by the terms of the Settlement Agreement. To opt out, you must mail a signed letter which specifically states, "I elect to exclude myself from the settlement in Fonseca, et al. v. Dircksen & Talleyrand, Inc. et al., Case No. 13 CV 5124" postmarked no later than December 29, 2017. You must include your name and address in the letter. If you choose to opt out, send your letter to:

Fonseca, et al. v. Dircksen & Talleyrand, Inc., et al., No. 13 Civ. 5124
c/o Arden Claims Service, LLC
P.O. Box 1015
Port Washington, NY 11050
Ph: 877-623-2703 | E-mail: info@ardenclaims.com

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

If you have not opted out of the Settlement, and if you wish to present objections to the proposed settlement at the Fairness Hearing, you must first do so in writing. You are not required to submit an objection. Written objections must be postmarked no later than December 29, 2017 and sent to:

Fonseca, et al. v. Dircksen & Talleyrand, Inc., et al., No. 13 Civ. 5124
c/o Arden Claims Service, LLC
P.O. Box 1015
Port Washington, NY 11050
Ph: 877-623-2703 | E-mail: info@ardenclaims.com

Written objections must contain your name and address, must be signed by you, and must include reference to the matter of Fonseca, et al. v. Dircksen & Talleyrand, Inc., et al., Case No. 13 CV 5125. If you opt out of the settlement, you may not also object to the settlement.

9. WHEN IS THE FAIRNESS HEARING?

A hearing before the Honorable Sarah Netburn will be held on January 5, 2018 at 10:00 a.m. at the United States District Court for the Southern District of New York, Thurgood Marshall U.S. Courthouse, Courtroom 219, 40 Foley Square, New York, NY 10007 (the "Fairness Hearing"). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court will take into account any comments or objections filed in accordance with the procedures described above.

10. HOW CAN I EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court.

Additionally, if you have questions about this Notice or want additional information, you can contact Josef Nussbaum at Joseph & Kirschenbaum LLP, 32 Broadway, Suite 601, New York, NY 10004 at 212-688-5640 or jnussbaum@jk-llp.com or the Claims Administrator at the address/phone number listed above.