

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GERALD ROBERTS, STEPHEN JOHNSON,
CHRISTOPHER MCLEOD and DAVID SHAW,
*on behalf of themselves and all others similarly
situated,*

Plaintiffs,

-against-

GENTING NEW YORK LLC, d/b/a RESORTS WORLD
CASINO NEW YORK CITY,

Defendant.
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NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

Under law, a federal court has authorized this Notice. This is not attorney advertising.

This Notice is related to a proposed settlement of a class action. It contains important information about your right to participate in the settlement, to make a claim for payment, or to choose not to be included in the class.

INTRODUCTION

Plaintiffs Gerald Roberts, Stephen Johnson, Christopher McLeod and David Shaw (the “Class Representatives”) were employed by Genting New York LLC, d/b/a Resorts World Casino New York City (“Resorts World” or “Defendant”). These individuals filed a lawsuit on January 14, 2014 pursuant to the Federal and New York Worker Adjustment and Retraining Notification Act, 29 U.S.C. Sec. 2101 *et seq.* and N.Y. C.L.S. Labor Sec. 860-a *et seq.* (collectively, the “WARN Act”), alleging that the “Aqueduct Buffet” at Resorts World constituted an “operating unit” for which notice under the WARN Act was required when it was closed. The Class Representatives along with the group of similarly situated workers they seek to represent in this case are collectively referred to herein as the “Class Members.” The action was filed as *Roberts et al v. Genting New York, LLC d/b/a Resorts World Casino New York City*, No. 14-CV-257 pending in the United States District Court for the Eastern District of New York (the “Action”).

The Class Representatives and Defendant have settled the Action. A copy of the Class Action Settlement Agreement and Release (“Settlement Agreement”), including Schedule 1 thereto, is annexed to this Notice as **Exhibit 1**. Resorts World has agreed to a settlement fund in the amount of \$1,124,217.46 (the “Settlement Fund”), part of which will be used to pay Class Members who qualify. Although Defendant has agreed to settle, Resorts World denies that it did anything wrong. The Court has not decided who is right and who is wrong.

The attorneys for the Class Members (“Class Counsel”) have asked the Court for an award of one third of the Settlement Fund in the amount of \$353,254.11 for attorneys’ fees and an award of \$8,875.46 for actual litigation expenses and costs.

Defendant also agreed to pay \$25,000 to the Settlement Fund for the Administrator’s fees and expenses in administering the Settlement. If the actual amount of the Administrator’s fees and expenses is less than \$25,000, or if the Court approves an amount of less than \$25,000 for the Administrator’s fees and expenses, the residual amount shall remain in the Settlement Fund. The Class Members shall be responsible for paying that portion of the Administrator’s fees and expenses, if any, exceeding \$25,000.

Defendant shall also pay to the Settlement Fund \$40,000 as an Incentive Award to the Class Representatives, each of whom shall receive \$10,000. If the Court approves an Incentive Award less than \$40,000, such residual amounts shall remain in the Settlement Fund.

After deducting the Court-approved amounts for Class Counsel’s fees, costs and expenses, the Court-approved Administrator’s fees and expenses, and the Court-approved Incentive Award, the remaining amounts in the Settlement Fund shall be distributed to Claimants, defined as a member of the Class who has timely submitted a Claim Form seeking the benefits under the Settlement Agreement, in the amounts set forth in Schedule 1 to the Settlement Agreement (the “Claimant Settlement Payments”). The Settlement Payment for any deceased Claimant shall be paid to that Claimant’s estate.

READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. IF YOU DO NOT ACT, YOU MAY PERMANENTLY FORFEIT YOUR RIGHT TO RECOVER ON THIS CLAIM.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	Fill out the attached Claim Form (Exhibit 1) and submit it within 90 days. This is the only way to get a payment.
Exclude Yourself from the Class	Submit a request for exclusion within 60 days. This is the only way you can ever be a part of any other lawsuit against the Defendant or the other Releasees about the legal claims in this action. If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.
Object	You can write to the Court about why you do not agree with the Settlement. If you object but want to participate in the Settlement, you still must also submit a Claim Form if you want to receive money from this Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement.

	Any Class Member who has not submitted a Claim Form or Request for Exclusion may object to the proposed Settlement Agreement by submitting a written statement no later than 60 (Sixty) days from the mailing of the Class Notice. The objection must be mailed to the Administrator via First-Class United States Mail at: Arden Claims Service, LLC P.O. Box 1015 Port Washington, New York 11050 The objection must state the objecting Class Member's full name, address, telephone number, and email address, if any, and that of the Class Member's counsel, if any; the grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; proof of membership in the Settlement class; a statement as to whether the Class Member intends to appear at the final fairness hearing, either individually or through counsel; if appearing at the final fairness hearing, the identity of any witnesses the Class member intends to have testify and copies of any exhibits the Class Member intends to introduce into evidence; the Class Member's signature; and the case name and case number.
Go to the Hearing	Ask to speak in Court about the fairness of the Settlement at the hearing on January 15, 2026. If the Court approves the Settlement, you will be bound by it.
Do Nothing	Get no payment AND forfeit your right to bring your own individual action.

INQUIRIES

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. All inquiries concerning this Notice and the Claim Form, or the Settlement should be directed to:

Phillips & Associates PLLC
45 Broadway, Suite 430
New York, New York 10006
(212) 248-7431
jrose@theroselawgroup.com

DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meanings as those set forth in the Class Action Settlement Agreement and Release (the “Settlement Agreement”), annexed as **Exhibit 1** hereto.

BASIC INFORMATION

1. Why did I receive this Notice?

You or someone in your family may have been employed by Resorts World and terminated on or about January 6, 2014.

2. What is this lawsuit about?

The Action was filed as *Roberts et al v. Genting New York, LLC d/b/a Resorts World Casino New York City*, No. 14-CV-257 and is currently pending in the United States District Court for the Eastern District of New York

The Plaintiffs allege that Resorts World failed to provide the legally required advanced notice to its employees that it was closing the Aqueduct Buffet, which they allege was a violation of both the Federal and New York WARN Acts.

3. What is a class action?

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. One court resolves all of the issues for all class members, except for those class members who exclude themselves from the class.

4. Why is there a Settlement?

This matter has not gone to trial and the Court has not decided in favor of either Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the case. This way, all sides avoid the costs, delays, and uncertainties associated with a trial, and the employees allegedly impacted will receive compensation. The Class Representatives and Class Counsel believe the Settlement Agreement is the best result for all Class Members. Class Counsel believes that the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate and, having had the chance to investigate claims that could be brought by or on behalf of the Class, that the Settlement Agreement is in the best interest of the Class Members.

5. How do I know if I am part of the Settlement

The Settlement class consists of those persons identified in Schedule 1 hereto.

6. What if I am still not sure if I am included?

The Court has determined that the law firm of **Phillips & Associates PLLC**, 45 Broadway, Suite 430, New York, New York 10006 is qualified to represent you and all Class Members as Class Counsel. If you are still unsure whether you are included, you can call Class Counsel at (212) 248-7431 and ask for Jesse Rose.

7. What does the Settlement provide?

Defendant has agreed to establish a Settlement Fund in the amount of \$1,124,217.46, which will be used to pay the Class Members, Incentive Awards, Class Counsel's fees and costs and the fees of the Administrator. Class Counsel will ask the Court for up to one third of the Settlement Fund (\$353,254.11) for its fees and \$8,875.46 for its litigation expenses and costs.

In addition, Class Counsel has requested the sum of \$40,000 to distribute as Incentive Awards to the Class Representatives. In addition, \$25,000 of the Settlement Fund will be used to pay Settlement administration fees.

After the foregoing deductions from the Settlement Fund have been made, the amount remaining, at least \$697,087.89, will be distributed to Class Members who submit timely, valid claims in accordance with this Notice.

8. How will the amount of my payment be determined and when will I get it?

After deducting from the Settlement Fund, the Court-approved amounts for Class Counsel's fees, costs and expenses, the Court-approved Administrator's fees and expenses and the Court-approved Incentive Award, the remaining amounts in the Settlement Fund shall be distributed to Claimants in the amounts set forth in Schedule 1 to the Settlement Agreement. The settlement payment for any deceased Claimant shall be paid to that Claimant's estate.

Checks for the Claimant Settlement Payments will be mailed by the Administrator within 30 days of the Effective Date of the Settlement Agreement, which shall be the date when all of the following have occurred:

- (a) Entry of the Preliminary Approval Order; and
- (b) Service of the Class Notice; and
- (c) Entry of the Final Approval Order.

Claimants shall have ninety (90) days to cash their respective Settlement checks. After the 90-day period ends, residual funds may be applied to any unforeseen liabilities, claims, expenses, and costs incurred by the Administrator, provided the Administrator first consults with and obtains approval from Class Counsel and Defendant's Counsel. Any residual amounts not distributed as Claimant Settlement Payments shall remain in the Settlement Fund. Any remaining amounts in the Settlement Fund after deducting the amounts set forth in Section 5 of the Settlement Agreement shall be distributed to the Boys and Girls Club of America as part of the Cy Pres Award if it is not feasible to make any further distributions to Class Members.

9. How can I get my payment?

In order to receive a payment from the Settlement Fund, you must fill out, sign and return the enclosed Claim Form to the Administrator within ninety (90) days of the mailing of this Class Notice. You must complete and sign the Claim Form yourself, but someone with a legal right to act on your behalf may also do this. If power of attorney is used, that person must also include the power of attorney. If filing on behalf of an estate, proof that you are the executor of the estate must be included with the form and the check will be issued to the estate.

Any Class Member who timely and properly submits a Claim Form shall be bound by all proceedings, orders, and judgments in the Class Action.

If you choose to “opt-out,” which means to exclude yourself from the Settlement, or you fail to complete and return the Claim Form prior to the deadline, then you will not receive a payment.

The law prohibits Defendant from retaliating against you for participating in the Settlement.

10. When will I receive my payment?

The Court will hold a hearing on January 15, 2026, before Judge Matsumoto in Courtroom 6B South at the Brooklyn Courthouse of the United States District Court for the Eastern District of New York located at 225 Cadman Plaza East, 1214 South, Brooklyn New York 11201, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no appeals or requests made for reconsideration or rehearing, then your payment will be mailed to you within 30 days of the Settlement Agreement’s Effective Date. Claimants shall have ninety (90) days to cash their respective Settlement checks.

11. Will my payments be taxed?

Yes. Defendant will provide IRS Form 1099 for all Claimants and makes no representation regarding the tax consequences or liability arising from said payment, nor does Defendant have any monetary liability or obligation regarding payment whatsoever (other than paying the amounts specified herein and providing Class Counsel with IRS Form 1099 for Claimants). Any and all tax liability that may be due or become due because of the payment is the sole responsibility of the Claimant.

12. How do I opt out of the Settlement?

To exclude yourself from the Settlement, within sixty (60) days of the mailing of the Class Notice, any Class Member who has not submitted a Claim Form may opt out of the Class by submitting a written Request for Exclusion with the Administrator at the address set forth herein via First Class United States Mail, postage prepaid.

Requests for Exclusion must be signed by the Class Member and state the Class Member's full name, address, telephone number, and email address, if any; a statement that the Class Member wishes to be excluded from the Settlement Agreement; and the case name and number. The Administrator shall send a final list of Opt-Out statements to counsel for the Parties within fourteen (14) days after the close of the Opt-Out period.

Any Class Member whose Request for Exclusion is approved by the Court as part of the Final Approval Hearing will not be bound by the Settlement Agreement, shall not receive any Settlement benefit, and shall have no right to object, appeal, or comment on the Settlement Agreement.

13. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue Defendant or any Releasees for the claims being released in this Settlement. If you have a pending lawsuit related to any Released Claims, defined as any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses and losses, and issues, that any of the Plaintiffs have or could have made against the Defendant in the Class Action, under any claims under federal, state, or local law, rule, or regulation including but not limited to those arising under the WARN Act, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

14. Do I have a lawyer in this case?

The Court has determined that the law firm of **Phillips & Associates PLLC**, 45 Broadway, Suite 430, New York, New York 10006 is qualified to represent you and all Class Members as Class Counsel. These attorneys have been designed as "Class Counsel" in this lawsuit. More information about Phillips & Associates PLLC, its practice and its attorneys' experience is available at <https://www.newyorkcitydiscriminationlawyer.com>. You have the right to be represented by any other lawyer you choose, but at your own expense.

15. How will the lawyers be paid?

Class Counsel has spent considerable time litigating this Action on a contingent fee basis and has paid for the expenses of the case themselves. They have not been paid attorneys' fees or reimbursed for their expenses in advance of this Settlement. Class Counsel has done so with the expectation that, if they are successful in recovering money for the Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel will not receive attorneys' fees or be reimbursed for litigation expenses except from the Settlement Fund. Therefore, Class Counsel will file a motion asking the Court to make an award of attorneys' fees in an amount of \$353,254.11 which is one third of the Settlement Fund. Class Counsel shall also apply for actual litigation expenses and costs in the amount of \$8,875.46. The Court may award less than the requested amount to Class Counsel. No matter how much the Court allows Class Counsel to take for fees and

costs, you will not have to pay anything to Class Counsel out of any payments you get from the Settlement.

16. How do I tell the Court that I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. You can also object to Class Counsel's request for attorney's fees and costs, and the request(s) for Incentive Awards. The Court will consider your views. To object, you must mail a written statement to the Administrator. Your written statement must be truthful and include all reasons for your objection. You must also sign the statement and include the case name and number.

17. What is the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you object to something about the Settlement. You can only formally object if you stay in the Class by filing a Claim Form. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, the Settlement in this case no longer affects you.

18. When and where will the Court decide whether to approve the Settlement?

Judge Matsumoto will hold a Fairness Hearing on January 15, 2026, in Courtroom 6B South at the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn New York 11201. You may attend and you may ask to speak, but you do not have to. At this Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider how much to pay Class Counsel. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take. If you wish to be informed of any such changes, you can contact Class Counsel.

19. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement. Also, unless you exclude yourself, you will not be able to commence a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendant or the Releasees about the Released Claims (as defined in the Settlement Agreement) ever again.

DATED: October 17, 2025