CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Settlement Agreement") sets forth the mutual understanding between Gerald Roberts, Stephen Johnson, Christopher McLeod and David Shaw, individually and on behalf of all class members as defined herein (collectively, "Plaintiffs") and Genting New York LLC, d/b/a Resorts World Casino New York City ("Resorts World" and, together with "Plaintiffs," the "Parties")

WHEREAS, Plaintiffs commenced this action against Resorts World on January 14, 2014 for violation of 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");

WHEREAS, in the interest of avoiding the risks and costs of litigation, the Parties mutually desire to settle and resolve all disputes and differences between them, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties, having been represented by their respective counsel, have independently concluded that it is in their respective best interests to do so, agree as follows:

1. **Definitions.** For purposes of this Settlement Agreement, the following terms shall have the meanings specified herein:

Administrator means the company retained by Plaintiffs that may, among other things, organize the provision of Class Notice, process claims and distribute funds to Class Members.

Agreement means this Class Action Settlement Agreement, including any permitted and executed amendments and exhibits hereto.

CAFA Notice means the notice of the proposed settlement in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et seq*.

Claim Form refers to the form by which Class Members seek benefits under this Agreement.

Claimant means a member of the Class who has timely submitted a Claim Form seeking the benefits under this Agreement.

Class means the 176 individuals listed in Schedule1 who are calculated to have sustained damages (each a **Class Member**).

Class Action means the action titled *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.

Class Counsel means the law firm of Phillips & Associates, Attorneys at Law, PLLC, 45 Broadway, Suite 430, New York, New York 10006.

Class Notice means the notice of the proposed settlement Agreement to be provided to Class Members by the Administrator substantially in the form of Exhibit A annexed hereto.

Class Representatives means Plaintiffs Gerald Roberts, Stephen Johnson, Christopher McLeod and David Shaw appointed as representatives of the Class for settlement purposes.

Defendant's Counsel means the law firm of Kane Kessler, P.C., 600 Third Avenue, New York, New York 10016.

Fairness Hearing means the hearing at which the Court will make a final determination as to whether the terms of the Agreement are fair, reasonable, and adequate, and whether the Agreement should be finally approved by the Court.

Final Approval Order means the order entered by the Court after the Fairness Hearing approving the Agreement.

Plaintiffs means all Class Members.

Preliminary Approval Order means the proposed order preliminarily approving the Agreement and directing Class Notice.

Request for Exclusion means a request by a Class Member to be excluded from the Class that meets all of the requirements for exclusion as set out in this Agreement, the Class Notice, and as ordered by the Court.

Settlement means the settlement contemplated by this Agreement.

2. **Purpose of Agreement.** This Agreement is entered into among the undersigned to compromise and settle all claims that have been or could have been asserted against the Defendant by the Class Representatives or the Class arising out of or related to any conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action.

3. **Submission of the Agreement to the Court for Approval.** The undersigned agree to recommend approval of the Agreement by the Court as being fair, reasonable, and adequate. In that regard, the Parties agree that, as soon as practicable after execution of the Agreement, the Parties shall submit the Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order preliminarily approving the Agreement and setting a date for a hearing to determine final approval of the Agreement.

4. **Class Certification.** The Parties agree to certification of the Class solely for the purposes of this Agreement.

5. **Settlement Fund:** Defendant agrees to contribute **$1,124,217.46** to a Settlement Fund, the purpose of which is to fully resolve and satisfy any claims for (a) Court-approved attorneys' fees, expenses and costs of Class Counsel; (b) Court-approved costs and fees of the Administrator; (c) any Court-approved Incentive Award to the Class Representatives; and (d)

Court-approved Claimant Settlement Payments. The Settlement Fund shall be payable as follows, subject to the Court's approval:

(a) **Class Counsel's Fees, Costs and Expenses.** Class Counsel shall apply to the Court for an award of attorneys' fees in the amount of $353,254.11 and actual litigation expenses and costs in the amount of $8,875.46. Within fourteen (14) days of the Effective Date, the Administrator shall mail or wire-transfer payment to Class Counsel the amount of the Court-approved attorneys' fees, costs and expenses not to exceed the aforementioned amounts. Any of the aforementioned amounts that are not approved by the Court shall be allocated to those Class Members who have submitted a Claim Form proportionately to their damages as provided in Exhibit A.

(b) **Administrator's Fees**. Defendant shall pay $25,000 to the Settlement Fund for the Administrator's fees and expenses in administering the Settlement. The Parties agree that their good-faith estimate of the fees and expenses to be incurred by the Administrator will not exceed $25,000. 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. Plaintiffs shall be responsible for paying that portion of the Administrator's fees and expenses, if any, exceeding $25,000.

(c) **Incentive Award**. Defendant shall 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.

(d) Claimant Settlement Payments: 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 annexed hereto ("Claimant Settlement Payments"). The settlement payment for any deceased Claimant shall be paid to that Claimant's estate. If filing on behalf of an estate, proof that the filing individual is the executor of the estate must be included with the form and the check will be issued to the estate.

Checks for the Claimant Settlement Payments will be mailed by the Administrator within thirty (30) days of the Effective Date. 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.

6. **Cy Pres Award.** If after deducting the amounts set forth in Section 5 of this Agreement it is not feasible to make any further distributions to Class Members, any remaining funds shall be distributed to the Boys and Girls Club of America

7. **Administrator.** Class Counsel shall engage the Administrator to administer all aspects of the Settlement including, but not limited to, the following:

(a) preparing, printing and disseminating the Class Notice and all other notices required by the Court;

(b) copying counsel for the Parties on material correspondence and promptly notifying all counsel for the Parties of any material communications made by any Party;

(c) promptly furnishing to counsel for the Parties copies of any Opt-Out Statement, objections or other written or electronic communications from any Class Member received by the Administrator;

(d) maintaining and recording Opt-Out Statements;

(e) setting up the Settlement Fund;

(f) responding to Class Member inquiries regarding the procedures for filing objections and Opt-Out Statements; and

(g) such other tasks agreed to by the Parties.

8. **Notice to Class Members.** Within twenty-one (21) days of the entry of the Preliminary Approval Order by the Court, the Administrator will mail to all Class Members, via First Class United States Mail, the Court-approved Notices of Proposed Class and Collective Action Settlement ("Class Notice"). The Class Notice shall advise the Class Members of the opportunity to object to the Settlement Agreement, to opt-out or remain in the Class by completing the Claim Form. The Claim Form shall also advise the Class of their rights under the Older Workers Benefit Protection Act.

The Administrator will take all reasonably steps to obtain the correct address of any Class Member for whom a Class Notice is returned by the post office as undeliverable and shall attempt a re-mailing as set forth herein to any Class Member for whom it obtains a more recent address.

9. **Claim Form**. Class Members shall have ninety (90) days from the mailing of the Claim Notice to submit a Claim Form accepting the terms and conditions of this Agreement. Any Class Member who timely and properly submits a Claim Form shall be bound by all proceedings, orders, and judgments in the Class Action.

10. **Opt-Out From 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 out in the Class Notice via First Class United States Mail, postage prepaid. Requests for Exclusion must be personally 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 Agreement; and the case name and case 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 that submits a request for exclusion may thereafter submit to the Administrator a written revocation of that request for exclusion, provided that it is received no later than two (2) business days before the Fairness Hearing, in which event that person will be included in the Class.

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 Agreement, shall not receive any Settlement benefit, and shall have no right to object, appeal, or comment on the Agreement.

11. **Objections to the Settlement.** Any Class Member who has not submitted a Claim Form or Request for Exclusion may object to the proposed Agreement by submitting a written statement no later than sixty (60) days from the mailing of the Class Notice. The objection must be mailed to the Administrator via First-Class United States Mail and 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.

Any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object to the Agreement.

12. **CAFA Notice.** Within ten (10) business days following the entry of the Preliminary Approval Order, Defendant shall serve the CAFA Notice in compliance with the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 *et seq*, with copies provided to Class Counsel.

13. **Effective Date.** The Effective Date of this Agreement shall be the date when all 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.

14. **Releases.** Upon the Effective Date, the Class Representatives and all members of the Class who have submitted a Claim Form and have not timely elected to opt-out of the Agreement, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies (collectively, the "Releasing Parties"), release the Defendant and its respective affiliates, agents, employees, officers, directors, members, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf (collectively, "Releasees") from 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 connection with the identical factual predicate as the

facts alleged in the Class Action Complaint, including but not limited to those arising under the NY Warn Act and Warn Act (collectively, the "Released Claims").

The Releases under this paragraph 14 do not extend to any claim that requires proof of further facts materially in addition to those alleged in the Class Action Complaint, or that arises from a different nucleus of operative facts.

The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts as to which the Releasing Parties expressly assume the risk, they freely and voluntarily give the release as set forth above.

15. **Termination.** This Agreement is entered into only for purposes of settlement. If the Court fails to finally approve the Agreement (or any part thereof) or the Final Approval Order is not entered into for any reason, the Agreement will be null and void and the Parties will return to their respective positions as if this Agreement was never negotiated, drafted, or executed. The Administrator will provide notice to the Class that the Agreement was not approved by the Court and that no payments will be made. Any amounts deposited into the Settlement Fund will be returned to Defendants, less the accrued fees of the Administrator.

16. **Notice.** Unless otherwise stated herein, any written notices required by the terms of this Agreement shall be address as follows:

If to Class Counsel:

Phillips & Associates, Attorneys at Law, PLLC
Attn: Jesse C. Rose, Esq.
45 Broadway, Suite 430
New York, New York 10006
212-248-7431
jrose@theroselawgroup.com

If to Defendant's Counsel:

Kane Kessler, P.C.
Attn: Dana M. Susman, Esq.
600 Third Avenue
New York, New York 10016
dsusman@kanekessler.com
212-541-6222

17. **No Admission.** This Agreement is a compromise entered into in good faith for the resolution of disputed claims. This Agreement does not contain or constitute an admission, concession or agreement by any Party concerning liability, wrongdoing, or the merits of any issues related hereto, and this Agreement shall not be construed as constituting or containing any such admission, concession or agreement. This Agreement, any assertion of fact set forth herein,

and/or any action taken in furtherance of this Agreement shall not be offered or received in evidence in any action or proceeding, other than to enforce this Agreement.

18. **Tax Liability.** Defendants will provide IRS Form 1099 for all Claimants. In paying the amounts specified herein, Defendant makes no representation regarding the tax consequences or liability arising from said payment. Class Counsel and Plaintiffs understand and agree that any and all tax liability that may be due or become due because of the payment referenced above is their sole responsibility, and that they will pay any such taxes that may be due or become due. Defendant has no monetary liability or obligation regarding payment whatsoever (other than paying the amounts specified herein and providing Class Counsel with IRS Form 1099 for Claimants).

Plaintiffs agree to bear all tax consequences, if any, attendant upon the payment to them of the above-recited sums. Plaintiffs further agree to indemnify and hold Defendant harmless from and against any tax or tax withholdings claims, amounts, interest, penalties, fines or assessments brought or sought by any taxing authority or governmental agency with regard to the above recited sums. In the event the Defendant receives written notice that any claim or assessments for taxes, withholding obligations, penalties and/or interest arising out of this settlement are being or will be made against it, Defendant shall promptly, after receipt of such written notice, notify Plaintiffs by letter sent to Class Counsel. Plaintiffs acknowledge that they have not relied on any oral or other representations made by Defendant or its counsel regarding the tax consequences of any of the amounts paid pursuant to this Agreement.

19. **Governing Law and Venue**. This Agreement, shall be governed by, construed, and enforced in accordance with the laws of New York, without regard to its conflict or choice of law provisions. The Parties agree that any action brought under this Agreement shall be brought only in the state or federal courts located within the state of New York, County of New York. The Parties hereby expressly waive any and all right to a trial by jury with respect to any action, proceeding or other litigation resulting from or involving the enforcement of the Agreement.

20. **Continuing Jurisdiction.** The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement for purposes of the administration and enforcement of this Agreement.

21. **Confidentiality and Nondisclosure.** Jesse Rose agrees that he will not post anything about this settlement on his social media, issue any press release relating to this settlement, or post anything about this settlement on his firm's webpage (http://www.theroselawgroup.com). Class Counsel, Phillips & Associates PLLC, agrees to confine any statement regarding this Settlement in any press release, website, social media or other public statements to statements regarding the content of the settlement and will not include in those statements disparaging remarks about Resorts World or its present or past employees, officers, directors, members or agents. Nothing in this section shall prohibit or restrict Class Counsel from making disclosures required by law or providing testimony or discovery responses in any legal proceeding.

Jesse Rose agrees that in the event of a breach or threatened breach of the provisions of this paragraph 21, Defendant and/or its Releasees shall, in addition to any other legal remedies available to them, be entitled to seek equitable relief, including without limitation, specific performance, a temporary restraining order, and temporary or permanent injunctive relief from a court of competent jurisdiction.

22. **Amendments and Waivers**. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by the Parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

23. **Voluntary Agreement**. Plaintiffs acknowledge that they have been represented by counsel during the settlement negotiations leading to this Agreement and that they have voluntarily consulted with their counsel prior to executing this Agreement. Plaintiffs further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.

24. **Severability**. If for any reason any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction (state or federal), the remaining provisions of this Agreement nevertheless shall be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement and the Parties agree to work together to draft a new, enforceable provision to the extent possible.

25. **Drafting and Interpretation**. The drafting and negotiation of this Agreement have been participated in by each of the Parties, and for all purposes this Agreement shall be deemed to have been drafted jointly by each of the Parties. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

26. **Attorneys' Fees.** Except as provided herein, Plaintiffs are solely responsible for their own expenses, including legal fees, incurred in connection with this matter.

27. **No Assignment**. The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this Agreement, that the Parties have the sole right and exclusive authority to execute this Agreement, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this Agreement.

28. **No Waiver**. The failure of any of the Parties to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof or any right of any person thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other breach.

29. **Compliance with Older Workers Benefit Protection Act.** Those Class Representatives being 40 years of age or older, are advised of and acknowledge the following:

(a) Twenty-One Day Consideration Period. Plaintiffs shall have up to twenty-one (21) days to consider and accept the terms of this Agreement. During this twenty-one (21) day period and before signing this Agreement, Class Representatives

Plaintiffs are encouraged to consult with an attorney regarding the terms and provisions of this Agreement, at their own expense. The terms and provisions of this Agreement are null and void if not accepted by Class Representatives within the twenty-one (21) day period. The Class Representatives may sign the Agreement prior to the conclusion of the twenty-one (21) day period.

(b) Revocation Period. The Class Representatives shall have seven (7) days from the date they sign this Agreement to revoke the Agreement by notifying Resorts World in writing prior to the expiration of the seven (7) day period. The written revocation must be transmitted via U.S. Mail to Resorts World and/or its counsel and postmarked within seven (7) days of the Class Representatives execution of this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday, or legal holiday, then the revocation period shall not expire until the next following day that is not a Saturday, Sunday, or legal holiday. The Class Representatives recognize that Resorts World has no obligation to make any payment as described in this Agreement until the revocation period described in this Agreement has expired.

THE CLASS REPRESENTATIVES ARE HEREBY ADVISED THAT THEY HAVE UP TO TWENTY-ONE (21) DAYS TO REVIEW AND CONSIDER THIS AGREEMENT AND ARE HEREBY ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

THE CLASS REPRESENTATIVES AGREE THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) DAY CONSIDERATION PERIOD.

30. **Entire Agreement**. None of the Parties are relying upon any representation, understanding, undertaking, or agreement relating to the subject matter of this Agreement which is not set forth in this Agreement and Release, and each Party expressly disclaims any reliance on any such representation, understanding, undertaking, or agreement. The Parties further acknowledge and agree that this Agreement sets forth the entire agreement of the Parties on the subject matter stated herein, and fully supersedes any and all prior oral or written agreements except where expressly otherwise stated herein.

31. **Execution in Counterpart.** This Agreement may be executed in counterpart by each Party and each executed Agreement, when taken together, shall constitute a complete Agreement. A facsimile or PDF signature shall be valid as an original signature for all purposes hereunder.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF CLAIMS.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ARE VOLUNTARILY ENTERING INTO IT.

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement.

GERALD ROBERTS

____
Class Representative
Date: ____________________

STEPHEN JOHNSON

____
Class Representative
Date: _________________________

CHRISTOPHER MCLEOD

____
Class Representative
Date: _________________________

DAVID SHAW

____
Class Representative
Date: _________________________

GENTING NEW YORK LLC, D/B/A RESORTS WORLD CASINO NEW YORK CITY

By: Stacey Rowland (Sep 19, 2025 12:05:25 EDT)
Stacey Rowland

Title: General Counsel for Genting Americas

Date: 19/09/2025

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ARE VOLUNTARILY ENTERING INTO IT.

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement.

GERALD ROBERTS

Gerald Roberts (Sep 19, 2025 12:26:37 EDT)
Class Representative
Date: 09192025

STEPHEN JOHNSON

Stephen Johnson (Sep 19, 2025 12:03:46 EDT)
Class Representative
Date: 19/09/2025

CHRISTOPHER MCLEOD

Christopher Mcleod (Sep 19, 2025 11:32:23 EDT)
Class Representative
Date: 19/09/2025

DAVID SHAW

David Shaw (Sep 19, 2025 11:29:55 EDT)
Class Representative
Date: 19/09/2025

GENTING NEW YORK LLC, D/B/A RESORTS WORLD CASINO NEW YORK CITY

By:

Title:

Date:

Schedule 1

NAME	DAMAGES	PERCENTAGE OF TOTAL	EXPECTED PAYOUT
Ahmed, Jamal	$8,499.09	0.532785420828323000000%	$ 3,713.98
Ahmed, Olie	$5,063.14	0.317394824106194000000%	$ 2,212.52
Allen, Judith S	$11,199.73	0.702081382973188000000%	$ 4,894.12
Almonte, Zary	$6,318.00	0.396058670845155000000%	$ 2,760.88
Alvarenga, Raul H	$12,964.24	0.812693837118959000000%	$ 5,665.19
Amaya, Nestor J	$12,086.61	0.757677539035099000000%	$ 5,281.68
Appiah Otchere, Abigail D	$5,437.03	0.340832997015706000000%	$ 2,375.91
Arevalo, Ma. Teresa M	$6,408.51	0.401732502801184000000%	$ 2,800.43
Artis, Karriema	$6,635.19	0.415942471067594000000%	$ 2,899.48
Bailey, Yvonne	$9,730.41	0.609973607372333000000%	$ 4,252.05
Ballentine, Willie	$11,679.81	0.732176325470710000000%	$ 5,103.91
Bao, Rong Ming	$11,247.17	0.705055270808721000000%	$ 4,914.85
Barran, Ramcharran	$7,747.46	0.485667728715733000000%	$ 3,385.53
Benfield, Rawle	$5,926.50	0.371516573720134000000%	$ 2,589.80
Bent, Lorna	$4,334.27	0.271703896056351000000%	$ 1,894.01
Boone, William E	$10,276.33	0.644195884926589000000%	$ 4,490.61
Bowen, Michael	$13,531.11	0.848229414634311000000%	$ 5,912.90
Briggs, Kevin	$11,952.51	0.749271165537103000000%	$ 5,223.08
Brown, Joseph	$4,923.13	0.308617968375737000000%	$ 2,151.34
Brown-Polite, Celeste	$7,004.83	0.439114222743948000000%	$ 3,061.01
Bryant, Anthony M	$10,407.86	0.652441151937710000000%	$ 4,548.09
Budzinska-Zapasnik, Dobrogniewa	$11,450.83	0.717822176301649000000%	$ 5,003.85
Cajas, Andrea T	$11,760.43	0.737230179545344000000%	$ 5,139.14
Cano, Marino	$6,501.21	0.407543620051476000000%	$ 2,840.94
Carollo, Damiano	$12,658.50	0.793527807042322000000%	$ 5,531.59
Castillo, Ironelly	$11,466.90	0.718829561999731000000%	$ 5,010.87
Castillo, Krystal	$11,334.73	0.710544175085264000000%	$ 4,953.12
Castro, Ashley	$2,133.00	0.133712115370800000000%	$ 932.09
Cavanagh, Brandon	$10,559.96	0.661975897717315000000%	$ 4,614.55
Chan, Wai	$15,158.70	0.950258716957969000000%	$ 6,624.14
Chavez, Angela	$11,348.23	0.711390454296472000000%	$ 4,959.02
Cherfils, Allan	$12,055.11	0.755702887542281000000%	$ 5,267.91
Clark, Hezantine	$6,862.63	0.430200081719228000000%	$ 2,998.87
Cole, Rupert	$9,226.54	0.578387332842617000000%	$ 4,031.87
Colwell, Ashley M	$9,884.96	0.619661937156936000000%	$ 4,319.59
Corbin, Roosevelt	$9,903.60	0.620830429341892000000%	$ 4,327.73
Cort, Donell R	$11,827.03	0.741405156987301000000%	$ 5,168.25
Cortez, Joeven T	$6,505.59	0.407818190640001000000%	$ 2,842.85
Cuffy, Khalisha	$6,441.43	0.403796170329551000000%	$ 2,814.81
Curatolo, Benedetto	$10,179.77	0.638142794509240000000%	$ 4,448.42
Curry, Dwight	$10,440.77	0.654504192592587000000%	$ 4,562.47
De Jesus, Gregory	$10,511.36	0.658929292556968000000%	$ 4,593.32
Del Carmen, Narcisa	$8,969.14	0.562251609215592000000%	$ 3,919.39
Diaz, Maria A	$10,547.49	0.661194186475555000000%	$ 4,609.10
DiPierro, Josephine	$7,650.77	0.479606488943017000000%	$ 3,343.28

Dorgan, Thomas L	$10,334.70	0.6478549454864540000%	$	4,516.12
Duran, Cynthia	$3,419.87	0.2143825841505570000%	$	1,494.44
Dwarika, Anganie	$10,880.74	0.6820847455225870000%	$	4,754.73
Fayomi, Mayowa E	$10,234.67	0.6415843299681510000%	$	4,472.41
Feggaros, Irene	$11,786.79	0.7388826180644130000%	$	5,150.66
Feng, Han Hui	$12,247.71	0.7677764709555090000%	$	5,352.08
Ferguson, Dinasia C	$8,944.84	0.5607283066354180000%	$	3,908.77
Figueroa, Damaris	$6,667.33	0.4179572424637580000%	$	2,913.53
Figueroa, Jennifer	$4,954.76	0.3106007692239220000%	$	2,165.16
Fleming, Caron D	$6,125.66	0.3840013861426610000%	$	2,676.83
Flowers, Camara	$11,169.90	0.7002114193531640000%	$	4,881.09
Foo, See Chin	$10,656.51	0.6680283612611740000%	$	4,656.74
Fortune, Andre	$8,580.99	0.5379195147096490000%	$	3,749.77
Freeman, Sookhia M	$6,482.19	0.4063513066739080000%	$	2,832.63
Garcia, Jesus	$12,423.73	0.7788106981226770000%	$	5,429.00
Gonzalez, Felix A	$11,698.97	0.7333774150771350000%	$	5,112.29
Gordaliza, Maria	$10,883.31	0.6822458520094620000%	$	4,755.85
Granata, Anne	$3,846.09	0.2411011860321050000%	$	1,680.69
Grant, Anthony O	$9,588.60	0.6010839144137150000%	$	4,190.08
Greenidge, Patricia	$10,390.63	0.6513610489148130000%	$	4,540.56
Guan, DaGuang	$10,897.46	0.6831328779975050000%	$	4,762.04
Guin, Gabriel	$6,382.54	0.4001045123482170000%	$	2,789.08
Guo, Qiya	$12,127.76	0.7602571234455570000%	$	5,299.66
Hall, Conrod M	$3,331.80	0.2088617093260350000%	$	1,455.95
Haque, Syed	$12,902.53	0.8088254008135060000%	$	5,638.22
Hardy, Kareem	$7,745.79	0.4855630408429390000%	$	3,384.80
Herrera, Natalio R	$11,789.74	0.7390675457438990000%	$	5,151.95
Ho, Kwok	$8,849.31	0.5547397841875170000%	$	3,867.02
Holland, Daquan	$7,555.37	0.4736261158504840000%	$	3,301.59
Hosey, Ebony	$7,496.74	0.4699507565798840000%	$	3,275.97
Hu, Guo M	$11,626.59	0.7288401047580830000%	$	5,080.66
Huang, Tian	$11,676.99	0.7319995471465910000%	$	5,102.68
Huang, Zeng Ping	$11,536.97	0.7232220645426440000%	$	5,041.49
Humphries, Christopher	$16,972.46	1.0639585230409200000%	$	7,416.73
Hussain, Sorwar	$10,421.10	0.6532711324381830000%	$	4,553.87
Jimenez, Jay	$3,243.99	0.2033571332122460000%	$	1,417.58
Johnson, Anita	$5,171.53	0.3241895058619570000%	$	2,259.89
Johnson, Dorrell I	$11,374.59	0.7130428928155410000%	$	4,970.54
Johnson, Stephen F	$11,589.04	0.7264861948039460000%	$	5,064.25
Jones, Jasper	$10,826.36	0.6786758074851450000%	$	4,730.97
Kanhai, Radika	$10,728.77	0.6725581490983490000%	$	4,688.32
Kellier, Angela	$10,167.43	0.6373692326228470000%	$	4,443.02
Khan, Stephen	$3,591.64	0.2251503900845660000%	$	1,569.50
Kim, Yoo S	$10,921.37	0.6846317325115770000%	$	4,772.48
Kunjbehari, Ramnauth	$7,745.79	0.4855630408429390000%	$	3,384.80
Lam, Yee Kee	$10,297.03	0.6454935130504400000%	$	4,499.66

Lam, Yuk	$11,549.70	0.72402007449513800000%	$	5,047.06
Lambru, Christina J	$11,462.79	0.71857191699543000000%	$	5,009.08
Latimer, Michelle	$5,929.59	0.37171027762847700000%	$	2,591.15
Lee Jr, Eric M	$9,420.17	0.59052548422529300000%	$	4,116.48
Lee, Horng	$12,110.40	0.75916887106729300000%	$	5,292.07
Lee, Louis	$8,613.90	0.53998255536452600000%	$	3,764.15
Lei, Wei Xuan	$11,348.87	0.71143057419981800000%	$	4,959.30
Li, Shaoling	$7,515.13	0.47110357692759500000%	$	3,284.01
Liang, Wen Xi	$11,569.50	0.72526128400490900000%	$	5,055.71
Lin, Meng	$11,303.74	0.70860149414042500000%	$	4,939.58
Liu, Hua Man	$11,050.20	0.69270774368045700000%	$	4,828.78
Lopez, Luis A	$8,393.66	0.52617629362553700000%	$	3,667.91
Lopez, Luis L	$11,125.67	0.69743875790785200000%	$	4,861.76
Loyola, Gina	$2,986.07	0.18718881216375300000%	$	1,304.87
Lundgren, Lisa	$6,510.73	0.40814040361375000000%	$	2,845.10
Luong, Hong	$0.00	0.00000000000000000000%	$	-
Lyttleton, Lisa A	$7,115.27	0.44603741356511600000%	$	3,109.27
Marinovich, Alexis	$11,034.77	0.69174047788572100000%	$	4,822.04
Martin, Latanya K	$10,742.66	0.67342887637565800000%	$	4,694.39
Martinez, Sandra M	$3,706.07	0.23232370342815800000%	$	1,619.50
McFarlane, Dean A. K.	$10,617.30	0.66557039030773300000%	$	4,639.61
McLarney, Kevin	$12,088.93	0.75782297368472800000%	$	5,282.69
McLeod, Christopher D	$10,303.59	0.64590474205973800000%	$	4,502.52
Minaya, Marlenni	$10,728.77	0.67255814909834900000%	$	4,688.32
Moreira, Ana J	$11,404.03	0.71488840836946300000%	$	4,983.40
Munoz, Lucy	$11,825.49	0.74130861846987400000%	$	5,167.57
Murillo, Johnny	$5,985.90	0.37524020224944800000%	$	2,615.75
Narine, Chelsea	$6,207.69	0.38914362937935400000%	$	2,712.67
Nauth, Yogmanie D	$2,240.49	0.14045037851248200000%	$	979.06
Navarro, Sally	$7,965.39	0.49932918267858300000%	$	3,480.76
Ng, Kim Ching	$20,279.19	1.27124866052807000000%	$	8,861.72
Nieves, Carlos	$8,833.50	0.55374869720017000000%	$	3,860.12
Okuwobi, Temitope	$9,872.87	0.61890404710778800000%	$	4,314.31
Olavarria, Rosalie M	$2,752.07	0.17251997250282100000%	$	1,202.62
Orellana, Jose Ernesto	$11,699.74	0.73342568433584800000%	$	5,112.62
Ospina, Luz	$10,965.60	0.68740439395688900000%	$	4,791.81
Outler, Larry	$6,764.66	0.42405860213982000000%	$	2,956.06
Palomino, Janeth	$10,806.56	0.67743459797537400000%	$	4,722.31
Pasram, Devi	$9,134.61	0.57262448485103800000%	$	3,991.70
Pena, Isabel	$10,491.69	0.65769623240256400000%	$	4,584.72
Persaud, Phulmattie	$0.00	0.00000000000000000000%	$	-
Placencia, Keylee	$9,440.23	0.59178299244579800000%	$	4,125.25
Prescod, Clive	$7,519.63	0.47138566997799800000%	$	3,285.97
Pugh, Marcia	$9,911.19	0.62130622632063700000%	$	4,331.05
Rackal, Albert	$9,997.84	0.62673808510961100000%	$	4,368.92
Rangasamy, Vadivill	$10,327.37	0.64739544721844300000%	$	4,512.92

Razi, Ahmed	$4,597.33	0.2881944300785940000000%	$	2,008.97
Rios, Daniel	$10,276.20	0.6441877355712220000000%	$	4,490.55
Roberts, Gerald O	$11,463.30	0.7186038875434090000000%	$	5,009.30
Rodriguez, Guido	$5,788.16	0.3628444058624710000000%	$	2,529.34
Rodriguez, Rosa	$11,496.34	0.7206750775536540000000%	$	5,023.74
Rowland, Kasheina L	$10,398.60	0.6518606670861700000000%	$	4,544.04
Rudder, Barclay W	$7,817.79	0.4900765299693800000000%	$	3,416.26
Sabino, Ruth	$7,372.16	0.4621411666441620000000%	$	3,221.53
Salcedo, Antonio Pino	$11,114.74	0.6967535851835190000000%	$	4,856.98
Sanchez Carrasco, Laura	$3,400.59	0.2131739720622550000000%	$	1,486.01
Santana, Carmen	$10,984.89	0.6886136329186820000000%	$	4,800.24
Scott, Seneca S	$9,555.17	0.5989882763373690000000%	$	4,175.47
Shaw, David A	$10,644.17	0.6672547993747810000000%	$	4,651.35
Sierra, Roger	$9,302.79	0.5831672432022150000000%	$	4,065.19
Singh, Edward R	$10,980.39	0.6883315398482790000000%	$	4,798.28
Singh, Jaiwantie	$10,595.57	0.6642081942144340000000%	$	4,630.11
Singh, Rory	$7,593.56	0.4760201457079660000000%	$	3,318.28
Smellie, Bryan	$7,889.53	0.4945737203850860000000%	$	3,447.61
Smith, Bruce	$10,200.09	0.6394166014404800000000%	$	4,457.30
Solorzano, Daniel O	$4,553.23	0.2854299179886490000000%	$	1,989.70
Sterling, Everton S	$5,789.70	0.3629409443798970000000%	$	2,530.02
Sukhram, Vishwani	$2,259.13	0.1416188706974380000000%	$	987.21
Sun, Limin	$11,333.70	0.7104796071158160000000%	$	4,952.67
Talha, Ahmed	$4,518.51	0.2832534132321210000000%	$	1,974.53
Tan, XiuMing	$10,627.59	0.6662154431287200000000%	$	4,644.11
Thomas, Michelle N	$7,011.00	0.4395010036871440000000%	$	3,063.71
Tineo, Ana	$1,275.30	0.0799451761520775000000%	$	557.29
Toppin, Dalia S	$10,267.20	0.6436235494304160000000%	$	4,486.62
Torres, Betsabe J	$10,573.59	0.6628303262838900000000%	$	4,620.51
Tran, Hoc Van	$12,114.00	0.7593945455236150000000%	$	5,293.65
Tsororos, Irene	$11,481.43	0.7197404091803870000000%	$	5,017.22
Turner, Brian K	$11,188.80	0.7013962102488550000000%	$	4,889.35
Urena, Rosalinda	$11,151.39	0.6990510765235750000000%	$	4,873.00
Vassell, Junior	$3,118.50	0.1954904977889540000000%	$	1,362.74
Vontas, Peter	$5,062.24	0.3173384054921140000000%	$	2,212.13
Waite, Charles	$10,526.79	0.6598965583517040000000%	$	4,600.06
Walker, Osmond A	$6,302.19	0.3950675838578070000000%	$	2,753.97
Waller, Varise	$6,432.04	0.4032075361226450000000%	$	2,810.71
Wellington, Serena S	$7,199.74	0.4513326139333160000000%	$	3,146.18
Wilds, Kyle J	$7,960.24	0.4990063428313440000000%	$	3,478.51
Wilkins, Jeffrey	$4,307.01	0.2699950389232020000000%	$	1,882.10
	$1,595,218.20	100.0000000000%	$	697,087.89

Expected Payout: $697,087.89

Exhibit A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

--X

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.

--X

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. 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 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 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 ______. 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 Settlement Agreement and Release (the "Settlement Agreement").

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 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 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 sixty (60) 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 ________ 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 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 Agreement, shall not receive any Settlement benefit, and shall have no right to object, appeal, or comment on the 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 ________, 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: _______________

Exhibit 1

CLAIM FORM AND RELEASE

INSTRUCTIONS: In order to receive any portion of the settlement funds described in the accompanying Notice of Pendency and Proposed Settlement of Class Action ("Notice of Settlement"), you must sign, date, and return this Claim Form and Release to the Settlement Claims Administrator ("Administrator") by either fax, email, or postal mail with postmark within ninety (90) days from the mailing of the Notice of Settlement:

Resorts World Settlement Claims Administrator
PO Box 1015
Port Washington, NY 11050
Tel: 516-738-0744 | Fax: 516-855-3339
Email: ResortsWorld.Info@ardenclaims.com

**** IT IS HIGHLY RECOMMENDED YOU RETAIN A COPY OF THIS FORM FOR YOUR RECORDS, ALONG WITH ANY INFORMATION THAT WOULD DEMONSTRATE THE TIME AND MANNER IN WHICH IT WAS SUBMITTED****

ADDRESS AND CONTACT INFORMATION

	Name/Address Changes:
CLASS MEMBER NAME	________________________________
STREET ADDRESS	________________________________
CITY, STATE ZIP CODE	________________________________

It is your responsibility to keep a current address on file with the Administrator. Please make sure to notify Class Counsel or the Administrator of any change of address. Additionally, it is your responsibility to keep a current phone number and email address on file. Please insert such information below:

Phone number: (___) ______________________

Email address: __________________________________@__________________.________

NOTICE TO CLASS MEMBERS REGARDING WAIVER OF CLAIMS

1. **RELEASE OF CLAIMS:** BY SUBMITTING THIS CLAIM FORM AND RELEASE, YOU ARE RELEASING CLAIMS YOU MAY HAVE OR MIGHT HAVE AGAINST RESORTS WORLD THAT ACCRUED PRIOR TO THE DATE OF THIS CLAIM FORM AND RELEASE IS SUBMITTED. BY SUBMITTING THIS CLAIM FORM AND RELEASE, YOU DO NOT WAIVE ANY RIGHT OR CLAIMS THAT MAY ARISE AFTER THE DATE THE RELEASE IS SIGNED.

2. **ADVICE TO CONSULT WITH COUNSEL:** YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY OF YOUR CHOICE BEFORE SIGNING THIS CLAIM FORM AND RELEASE.

3. **CONSIDERATION PERIOD:** YOU HAVE 21 DAYS TO CONSIDER AND ACCEPT THE TERMS OF THE SETTLEMENT AGREEMENT. YOU MAY SUBMIT THIS CLAIM FORM AND RELEASE BEFORE THE END OF THIS PERIOD IF YOU CHOOSE, BUT SUCH DECISION MUST BE KNOWING AND VOLUNTARY.

4. **REVOCATION PERIOD:** AFTER SUBMITTING THIS CLAIM FORM AND RELEASE, YOU MAY REVOKE YOUR SUBMISSION WITHIN 7 CALENDAR DAYS OF THE DATE OF EXECUTION BY NOTIFYING RESORTS WORLD IN WRITING PRIOR TO THE EXPIRATION OF THE 7-DAY PERIOD:

Kane Kessler, P.C.
Attn: Dana M. Susman, Esq.
Counsel for Genting New York LLC, d/b/a Resorts World Casino New York City
600 Third Avenue
New York, NY 10016

5. THE WRITTEN REVOCATION MUST BE TRANSMITTED VIA U.S. MAIL TO RESORTS WORLD AND/OR ITS COUNSEL AND POSTMARKED WITH 7 DAYS OF THE EXECUTION OF THE AGREEMENT. THE SETTLEMENT AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED.

THIS FORM MUST BE MAILED, EMAILED, OR FAXED BY [DATE TO BE DETERMINED]

BY SUBMITTING THIS CLAIM FORM AND RELEASE, I AFFIRM THAT I WAS LAID OFF FROM MY POSITION GENTING NEW YORK LLC D/B/A RESORTS WORLD CASINO NEW YORK CITY IN JANUARY OF 2014 AS PART OF THE CLOSURE OF THE AQUEDUCT BUFFET. I FURTHER AFFIRM THAT I WISH TO JOIN THE CLASS, ASSERT A CLAIM UNDER FEDERAL AND NEW YORK STATE LAW, AND PARTICIPATE IN THE SETTLEMENT OF THE LAWSUIT THAT PLAINTIFFS FILED, ON BEHALF OF THEMSELVES AND OTHERS SIMILARLY SITUATED, IN THE EASTERN DISTRICT OF NEW YORK AGAINST DEFENDANTS GENTING NEW YORK LLC D/B/A RESORTS WORLD CASINO NEW YORK CITY, WHICH HAS BEEN ASSIGNED CASE NUMBER 14-CV-00257 (THE "ACTION").

I hereby designate the law firm of Phillips & Associates, PLLC to represent me in the Action.

My signature below constitutes a full and complete release and discharge of Genting New York LLC, d/b/a Resorts World Casino New York City and its present, past, and future owners, affiliates, related business entities, parent companies, subsidiaries, predecessors, successors, assigns, divisions, directors, officers, trustees, members, employees, shareholders, representatives, insurers, business managers, accountants, attorneys, heirs, agents, executors, and administrators, in their individual and representative capacities, and all persons acting by, through, and under, or in concert with any of these (collectively, "Releasees"), by me and on behalf of my respective current, former, and future heirs, spouses, executors, administrators, agents, and attorneys, from all Released Class Claims, which are defined as any and all claims based on or arising under the Federal and State WARN Acts, whether known or unknown, for wages, gratuities, service charges, administrative charges, tips, interest on such claims, penalties, damages, liquidated damages, attorney's fees, expenses, disbursements, litigation costs and fees, restitution, or equitable relief, based on events that took place from the beginning of time through the Effective Date as that term is used in the accompanying Notice of Settlement. By signing and submitting this Claim Form, I acknowledge I am also releasing Releasees from any and all claims based on or arising under the Federal and State WARN Acts, whether known or unknown, for wages, interest on such claims, penalties, damages, liquidated damages, attorney's fees, expenses, disbursements, litigation costs and fees, restitution, or equitable relief, based on events that took place from the beginning of time through the Effective Date.

I DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS CORRECT AND AGREE TO TERMS.

____________________ ____________________________
Date Signature