

**OFFICIAL COURT NOTICE OF CLASS ACTION SETTLEMENT**

[NAME]  
[ADDRESS]  
[CITY, STATE ZIP]

---

**If you worked for Elsie Rooftop at any time between July 3, 2018 and November 13, 2025 as a Tipped Worker (including servers, bussers, runners, bartenders, barbacks, and tipped workers in similar job positions with different titles), you may be entitled to a payment from a class action lawsuit settlement.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

You have received this Notice because records indicate that you were employed as a Tipped Worker (including servers, bussers, runners, bartenders, and barbacks) by 1412 Broadway Rooftop LLC d/b/a Elsie Rooftop (“Elsie Rooftop” or “Defendant”) in the State of New York between July 3, 2018 and November 13, 2025 and are among the people eligible to receive a settlement payment from the lawsuit entitled *Escobar v. 1412 Broadway Rooftop LLC*, Index No. 508487/2026, filed in the Supreme Court of the State of New York, Kings County (the “Action”).

- A former Tipped Worker (“Named Plaintiff”) filed a lawsuit asserting that Defendant failed to pay them and other Tipped Workers proper overtime wages for all overtime hours worked, as well as related wage and hour claims. Defendant denies these allegations and the Court has not made any ruling on the merits of the Named Plaintiff’s claims. The parties have entered into a settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense.
- Named Plaintiff and Defendant have agreed to settle this case, subject to Court approval. Elsie Rooftop has agreed to a total settlement fund for all claims of \$900,000.00, including attorneys’ fees and costs.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately **\$[AMOUNT]**, subject to deductions for applicable taxes.

**Your legal rights may be affected by this settlement, and you have a choice to make:**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM</b>	<p>If you wish to participate in the settlement and be eligible to receive a settlement payment of approximately <b><u>\$[AMOUNT]</u></b>, subject to applicable taxes and withholdings, you must complete and return the enclosed “Claim Form” to the Settlement Administrator. The Claim Form must be submitted by mail using the enclosed envelope or by email to 1412broadway@ilymcases.com on or before <b>July 20, 2026</b>.</p> <p>If you choose to participate in the settlement, you will release the Released Claims discussed in Section 7 below.</p>
<b>DO NOTHING</b>	<p>If you do nothing, you will not be eligible to receive a settlement payment.</p> <p>If you worked as a Tipped Worker at Elsie Rooftop during the relevant time period, you will release the Released Claims.</p>
<b>EXCLUDE YOURSELF</b>	<p>If you worked as a Tipped Worker at Elsie Rooftop during the relevant time period and you do not want to participate in the settlement but want to retain your right to sue Defendant for unpaid wages and related wage and hour claims under federal and applicable</p>

	<p>state law, you must submit a written Opt-out Statement to the Settlement Administrator, as discussed in Section 8 below.</p> <p>If you submit an Opt-out Statement, you will not be eligible to receive a settlement payment or object to the settlement.</p>
<b>OBJECT</b>	<p>If you worked as a Tipped Worker at Elsie Rooftop during the relevant time period and you do not submit an Opt-out Statement, you may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 10 below.</p>

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

You have received this notice because Elsie Rooftop’s records show you worked for Elsie Rooftop as a Tipped Worker between July 3, 2018 and November 13, 2025.

The Court ordered that you be sent this notice because you have a right to know about this proposed settlement and all of your options before the Court decides whether to approve the settlement. If the Court approves the settlement, payments will be mailed to Participating Class Members who do not exclude themselves.

This notice explains the lawsuit, the settlement, your legal rights, and what benefits are available.

### **2. What are class actions?**

In a class action lawsuit, one or more persons called “Class Representatives” sue for themselves and other people who have similar claims. The Class Representatives and the other people on whose behalf they sue are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### **3. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Both sides believe they will prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with continued litigation. Named Plaintiff and Class Counsel think the settlement is in the best interests of all Class Members.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **4. What does the settlement provide?**

The parties have agreed to settle this matter for the total sum of \$900,000.00, which will be used to pay: (1) settlement payments to Participating Class Members; (2) Court-approved payment for Class Counsel’s attorneys’ fees and costs; (3) a Court-approved Service Award to the Named Plaintiff in recognition of his service to the Class Members and in exchange for a general release of claims; and (4) payment of the costs of administering the settlement.

### **5. How much will my settlement payment be and how was it calculated?**

Based on the formula that has been preliminarily approved by the Court, your settlement payment is estimated to be **\$[AMOUNT]**, 20% of your settlement payment will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and 80% of your settlement

payment is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor Defendant’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

The formula that has been approved by the Court and used to calculate your settlement payment considers the number of weeks you worked during the relevant time period. Each Tipped Worker will receive the same dollar amount for each week they worked from July 3, 2018 and November 13, 2025. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting the Settlement Administrator at [1412broadway@ilymcases.com](mailto:1412broadway@ilymcases.com) or 888-250-6810 or using the information in Section 16 below.

The Settlement Administrator used information from Defendant’s records to calculate your payment. If you have questions about your calculation, you may contact the Settlement Administrator [1412broadway@ilymcases.com](mailto:1412broadway@ilymcases.com) or 888-250-6810 or using the information in Section 16 below. If you dispute Defendant’s records and/or the calculation of your settlement payment, please note your dispute on the Claim Form and provide written documentation supporting your contention in connection with submitting your Claim Form. Defendant’s records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

**Settlement checks must be cashed within 120 days of issuance.**

**6. When will I get my payment?**

The date you receive your settlement check will depend on the date that the Court issues a Final Approval Order approving the settlement. We estimate that checks will be mailed within 60 days after the date the Court issues the Final Approval Order.

You must deposit or cash your settlement check within 120 calendar days after it is mailed to you. Any uncashed amounts after that date will be returned to Defendant.

**7. What am I giving up if I participate in the settlement?**

If the Court grants final approval of the settlement, this action will be dismissed and Class Members who do not opt out will fully release all wage and hour claims against Defendant and the Releasees defined in the Settlement Agreement relating to Defendant’s payment of wages and the provision of accurate wage statements and wage notices, under the New York Labor Law (“NYLL”) and regulations thereunder, through November 13, 2025, even if they did not cash their settlement check. This means that you cannot sue, continue to sue, or be a party of any other lawsuit against Defendant regarding these wage and hour claims. It also means that all of the Court’s orders will apply to you and legally bind you.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you worked as a Tipped Worker at Elsie Rooftop during the relevant time period, and you do not wish to give up the Released Class Claims, then you must take steps to exclude yourself. This is sometimes referred to as “opting out” of the settlement.

**8. How do I opt out of the settlement?**

If you wish to exclude yourself from the settlement, you must submit a written Opt-out Statement to the Settlement Administrator, stating: (i) your name, address, telephone number, and email address; and (ii) a statement indicating your intent to exclude yourself from the settlement, such as “I opt out of the Elsie Rooftop wage and hour settlement.” The Opt-out Statement must be postmarked by or otherwise received on or before **July 20, 2026**.

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check. You will retain the right to bring your own legal action against Defendant. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

If you ask to be excluded, you cannot object to the settlement.

Your Opt-Out Request will be filed with the Court.

#### **9. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you will not be eligible to receive a settlement check.

### **OBJECTING TO THE SETTLEMENT**

#### **10. How do I tell the Court that I do not like the settlement?**

If you worked for Defendant, and you have not submitted an Opt-out Statement, you can object to any portion of the settlement which you disapprove. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object to the settlement, send a letter to the Settlement Administrator saying that you object to the settlement which includes all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; and (ii) your name, address, and telephone number.

As an Objector, you also have the right to appear at the Fairness Hearing before the Arbitrator (explained in Sections 17 and 18 below) either in person or through your own counsel. If you wish to appear at the Fairness Hearing, you should state your intention to do so in your letter to the Settlement Administrator.

Objections should be mailed to the Settlement Administrator at:

#### **ELSIE ROOFTOP SETTLEMENT ADMINISTRATOR**

ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

[Website]

Telephone: (888) 250-6810

1412broadway@ilymcass.com

Your objection must be postmarked by or otherwise received on or before **July 20, 2026**.

Your objection statement will be filed with the Court.

#### **11. What's the difference between objecting and opting out?**

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

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

### **THE COURT'S FAIRNESS HEARING**

#### **12. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Fairness Hearing on **September 8, 2026** at 10:00 a.m. in Room 929. Please be advised that the Court may adjourn the date of the hearing without further notice to Class Members, and the Court may opt to hold the Fairness Hearing via telephone or video conference. Please visit the Court's website, <http://ww2.nycourts.gov/courts/2jd/kings/civil/index.shtml>, or contact Class Counsel using the contact information provided in Section 14 below if you have any questions about the date, time, or location of the Fairness Hearing.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable. If there are objections from Class Members, the Court will consider them. The judge will listen to Class Members who have

asked to speak at the hearing. The Court may also decide Class Counsel's fees. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

### **13. Do I have to come to the fairness hearing?**

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

## **THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

The Court has decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all Class Members. These lawyers are called "Class Counsel." You will not be charged separately for these lawyers; their fees are being covered by the Settlement Amount. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the Class and want to be represented by your own lawyer, you may hire one at your own expense. You may call Class Counsel if you have any questions about the settlement or participating in it.

Molly A. Brooks  
Outten & Golden LLP  
685 Third Avenue  
25th Floor, New York, NY 10017  
202-847-4420  
ElsieSettlement@outtengolden.com

### **15. How will the lawyers be paid?**

Class Counsel will ask the Court to approve payment of up to one-third of the Settlement Amount (\$300,000.00) for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating and overseeing the settlement. Class Counsel will also ask the Court to approve payment for the out-of-pocket costs they incurred litigating the case and a payment of no more than \$7,500.00 to the Named Plaintiff, in recognition of the risks he took and their service to Class Members. The Court will ultimately decide the amount that will be paid to Named Plaintiff and Class Counsel for their services.

## **GETTING MORE INFORMATION**

### **16. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. To the extent there is any inconsistency between this Notice and the Settlement Agreement, the provisions of the Settlement Agreement control. You can get more information about the settlement or a copy of the Settlement Agreement from the Settlement Administrator using the contact information below or Class Counsel using the contact information above in Section 14.

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
[Website]  
Telephone: (888) 250-6810  
1412broadway@ilymcass.com

**Do not contact the Court directly for any reason.**