

# Exhibit C

## Proposed Notice of Class Action Settlement

**NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT****IN THE SUPREME COURT OF THE STATE OF NEW YORK, SUFFOLK COUNTY**

*BUONAGURA V. GIORGIO'S CATERING LLC ET. AL.*, Index No. 601155/2017

**You have a right to participate in this settlement if you performed work in a front-of-house food service capacity at the venue commonly known as Giorgio's Catering of Baiting Hollow, located at 100 Fox Hill Drive, Baiting Hollow, New York, 11933 during the period between January 1, 2011, to December 31, 2023.**

Based on information available to the parties, you may be a class member who is entitled to participate in the settlement of the case captioned *Paul Buonagura, individually and on behalf of others similarly situated v. Giorgio's Catering LLC, Fox Hill Country Club Caterers Inc., George Regini, and/or George Regini Jr.* A settlement has been reached in this class action lawsuit. This notice has been authorized by the New York Supreme Court, County of Suffolk, to inform you of your potential right to participate in the settlement. **Please read this notice carefully.** It contains important information about your rights concerning the class settlement described below if you are an eligible settlement class member.

You can also obtain up-to-date information about the settlement on [**WEBSITE**], including if the Court is going to schedule a hearing. It is also your responsibility to keep the Claims Administrator updated with your contact information, including email address, phone number, and mailing address.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT</b>	To participate in the settlement and receive a share of the settlement fund, you must: (1) fully and timely complete and sign the Claim Form and Release, and (2) timely mail, email, or fax, the executed Claim Form and Release, to the Settlement Administrator. See question 7 for complete instructions. The Claim Form and Release and supporting documents must be postmarked, emailed or faxed back to the Settlement Administrator by [ <b>30 DAYS FROM MAILING DATE/BAR DATE</b> ].
<b>IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT OR IF YOU ELECT TO DO NOTHING IN RESPONSE TO THIS NOTICE</b>	If you do not want to participate in the settlement, and do not wish to receive a share of the settlement fund, then you should not complete a claim form. If you do not participate in the settlement, but do not opt-out of the settlement, then you will be bound by the release of state law claims described in question 11 below. You will not receive any money from the settlement, and you cannot sue Defendants for allegedly unpaid wages, gratuities or other related matters and claims relating to your employment or assignment with Defendants.

<b>IF YOU WANT TO OBJECT TO THE SETTLEMENT</b>	If you do not opt-out of the settlement (explained below), you may write to the Court about why you believe the settlement is unfair or unreasonable. If the Court rejects your objection, you will still be bound by the terms of the settlement. If you object, you may ask to appear before the Court to express your concerns about the fairness of the settlement. Procedures for objecting are described in question 8 below. If you opt-out of this action, as described in question 9 below, you may not object and will not be bound by the settlement.
<b>IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	If you wish to exclude yourself (“opt-out”) from the settlement and not receive a payment, you must follow the directions outlined in question 9 below.

### 1. What is this lawsuit about?

A lawsuit was filed by Paul Buonagura (“Named Plaintiff”) alleging that Giorgio’s Catering LLC, Fox Hill Country Club Caterers Inc., George Regini, and/or George Regini Jr, (“Defendants” or “Giorgio’s”) violated the New York Labor Law by, among other things, unlawfully retaining gratuities owed to individuals who performed work in front-of-house tip-eligible capacities at Giorgio’s of Baiting Hollow, located at 100 Fox Hill Drive, Baiting Hollow, New York, 11933. Named Plaintiff for himself and others similarly situated, seek to recover allegedly retained gratuities and tips, as well as interest, attorneys’ fees, costs, and other relief.

Defendants vigorously deny that they violated the law or that they owe any gratuities and/or tips to Plaintiffs, any potential class member or other worker. Defendants deny any liability and maintain that they have consistently acted in accordance with all governing laws at all times. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Defendants have concluded that it is in their best interests to resolve and settle the lawsuit by entering into a settlement agreement (“Agreement”), without admitting any wrongdoing or liability.

The lawsuit is presently before Hon. George M. Nolan J.S.C., of the Supreme Court of the State of New York, County of Suffolk.

### 2. Why did I receive this notice?

You have received this notice because the records of Defendants show or suggest that you performed work at Giorgio’s in a front-of-house tip eligible position between January 1, 2011 up until December 31, 2023.

### 3. What is a class action and who brought this lawsuit?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people. These people are called class action members (“Class Members”). In a class action,

one court resolves the issues for all Class Members who do not opt-out.

This lawsuit was brought by Named Plaintiff who took a lead role in this litigation and provided substantial assistance in its resolution. In addition to his allocated share as described in response to Question 6 below, he will receive an additional sum of \$13,000.00, for his significant time and efforts in bringing this Lawsuit and achieving this Settlement on behalf of himself and the Class. Additionally, the cost of claims administration will be paid separately from the settlement proceeds.

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

The attorneys representing the Class Members (“Class Counsel”) have analyzed and evaluated the merits of the claims made against Defendants in this lawsuit. Such work included client intakes, witness interviews, the exchange of information, extensive motion practice, and numerous telephonic settlement conferences between counsel and representatives of Defendants, as well as a full day in-person mediation with esteemed neutral mediator the Honorable Steven M. Gold (Ret.). Class Counsel and Named Plaintiff have entered into this settlement based upon an analysis and evaluation of this data, relevant law, the potential for an adverse ruling that might severely limit or terminate the ability of Class Members to recover for any alleged unpaid monies, and the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might not result in any recovery whatsoever – including based on the long-term effects of COVID-19 on the hospitality industry – or might result in a recovery that is less favorable and that would not occur for several years. Class Counsel and Named Plaintiff are satisfied that the terms and conditions of this settlement are fair, reasonable and adequate and that this settlement is in the best interest of the Class Members.

Defendants deny the allegations of wrongdoing in the lawsuit and deny that they owe any workers any compensation. To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, however, Defendants have concluded that it is in their best interests to resolve and settle the lawsuit, without admitting any wrongdoing or liability.

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

Pursuant to the terms of the Agreement, Defendants have agreed to create a settlement fund that will be used to make payments to all Class Members who timely and properly complete and return the Claim Form and Release. The Claim Form and Release is enclosed with this Notice.

Defendants agreed to provide a Gross Settlement Fund equal to the potential aggregate sum of all potential claims, costs, fees, and service awards, not to exceed Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00), to settle the litigation. In the event that the total amount of monies owed as described herein exceeds 54.5% of the Gross Settlement Fund, Defendants have the right to terminate the Agreement after a mediation session is conducted with Judge Gold who shall be authorized to make a recommendation. After a recommendation from Judge Gold, Defendants may terminate by providing written notice to Plaintiffs within seven (7) days of Judge Gold’s recommendation. In the event Defendants exercise this option, Named Plaintiffs and Class Counsel may agree to unilaterally reduce the Final Settlement Amount to a figure equal to or less

than 54.5% of the Gross Settlement Fund by pro rating the amounts to be allocated to Class Counsel as and for attorney's fees, and the amount to be allocated to Authorized Claimants as and for their Individual Gross Amounts.

In addition to settlement payments, the money in the settlement fund will be used to pay for fees and costs, a Service Award to Named Plaintiff, and Class Counsel's Fees, Costs, and Expenses. The complete terms and conditions of the settlement may be obtained by contacting Class Counsel directly.

#### 6. How much is my settlement payment?

Your settlement payment, assuming you timely submit all requisite materials and information and are properly considered to be a part of the class, will ultimately be based on the following formula:

Specifically, the total number of wages earned by all Class Members during the period defined above shall be determined in three main categories. (1) Category 1 shall be Class Members who worked catered events from January 2011 through December 2013; (2) Category 2 shall be Class Members who worked catered events from January 2014-December 2019; and (3) Category 3 shall be Class Members who worked catered events from January 2020 through December 2023. Category 3 Authorized Claimants will receive \$100.00 for each year worked. Category 1 and 2 Authorized Claimants will receive a percentage allocation by (i) taking the amount of weighted wages earned of the Authorized Claimant and (ii) dividing it by the total class wage amount for all Class Members to calculate an individual percentage amount. For the purposes of calculating wages earned in the percentage calculation set forth above, Class Members in Category 1 will have their sum amount weighted with a multiplier of three times their original wage totals. Your individual percentage allocation will be multiplied by the Gross Settlement Fund, minus approved Costs and Fees, and will yield your actual settlement amount.

Settlement Checks to Authorized Claimants will be deemed: (i) 50% IRS Form W-2 wage income and shall be reduced by any regular and ordinary payroll tax deductions that need to be withheld; and (ii) 50% IRS Form 1099 non-wage income.

#### 7. How can I participate in the settlement?

To receive a payment you must timely complete and return the enclosed Claim Form and Release. **Your Claim Form and Release must be postmarked to the Settlement Administrator on or before [30 DAYS FROM NOTICE MAILING DATE].** The Settlement Administrator's address is:

**Apex Class Action Inc.**  
**CONTACT INFO**  
**[email/url]**

Giorgio's Catering W&H Settlement

If you do not properly complete and timely submit your Claim Form and Release, then you will not be eligible to receive any payment. The Settlement Administrator will not make your payment until the settlement is fully and finally approved by the Court.

#### **8. How do I tell the Court that I don't like the settlement or object to it?**

If you do not opt-out of the settlement, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court may consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement.

To object, you must send a letter to the Settlement Administrator saying that you object to the settlement of *Paul Buonagura, v. Giorgio's Catering LLC et. al.* If you wish to appear before the Court to be heard, you must specifically request an opportunity to do so in your objection letter. Your statement must include all reasons for your objection and any supporting documentation in your possession. Your statement must also include your name, address, email address, and telephone number. If you wish to present your objection at any hearing the Court deems necessary, you must state your intention to do so in your written objection. Your objection will not be considered unless it is postmarked, faxed or emailed to the Settlement Administrator, on or before [Bar Date], at the address or fax number listed in question 7.

The Settlement Administrator will share your objection with Class Counsel and Defendants' counsel and your objection will be filed with the Court. You will be contacted by the Settlement Administrator or Class Counsel with the date, time and location of any Court hearing, should the Court wish to schedule one. You may not object to the settlement if you submit a letter requesting to exclude yourself or "opt-out" of the settlement, because by doing so you are no longer a part of the case.

#### **9. How do I exclude myself (opt-out) of the settlement?**

If you do not wish to participate in this settlement, and/or you want to keep the right to sue or continue to sue Defendants on your own about the legal issues asserted in this case, or which could have been brought in this case, then you must take steps to exclude yourself from this lawsuit. If you intend to exclude yourself, you must fax, email or mail a written, signed statement to the Settlement Administrator stating "I opt-out of the *Paul Buonagura v. Giorgio's Catering LLC, et. al.* settlement" or words to that effect which clearly express your desire to exclude yourself from this settlement and this case. You must include your name, address, and telephone number in the statement ("Opt-out Statement"). To be effective, the Opt-out Statement must be mailed, faxed or emailed to the Settlement Administrator on or before [Bar Date]. It must be sent to the Settlement Administrator at the address or fax number listed in question 7.

#### **10. What's the difference between objecting and excluding yourself (opting-out)?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you do not exclude yourself from the settlement. Excluding yourself from the

settlement (“opting-out”) is telling the Court that you don’t want to be part of the settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you send an objection, it is not necessary for you to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer to attend should a hearing be scheduled. As long as you postmarked, faxed or emailed your written objection on time, the Court may consider it. You will be notified of the date and location of the court appearance, should the Court schedule a hearing, by the Settlement Administrator or Class Counsel.

#### **11. What happens if I do not participate or if I opt-out of the settlement?**

If you choose not to participate in the settlement, if you opt-out or if you do not timely and properly return your Claim Form, then you will not receive any money from this settlement.

If you do not return a Claim Form and Release, but do not opt-out, you will release your claims for any relief sought in, or which could have been sought in, the complaint and you will not be able to sue Defendants on your own for these claims.

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

Yes. The law firm of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514, (516) 873-9550, [www.leedsbrownlaw.com](http://www.leedsbrownlaw.com), has been designated by the Court as legal counsel to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged separately for these lawyers if you participate in the settlement. Their fees are being paid from the Gross Settlement Amount as described above. If you wish to be represented by your own lawyer, you may hire one at your own expense.

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

Class Counsel has asked, and the Court has approved, payment of Thirty-Three and One Third Percent (33⅓%) of the Gross Settlement Amount for attorneys’ fees, plus reimbursement for actual costs and expenses incurred in the amount of up to \$20,000.00. The requested fees pay Class Counsel for all work that they have performed and will continue to perform in this action, including, but not limited to, filing the Complaint, engaging in informal discovery, investigating the facts, drafting motion papers, attending court conferences, and negotiating and overseeing the Settlement, including paying for and attending a mediation session.

#### **14. What is the legal effect of the settlement?**

In exchange for the settlement payment made by Defendants in accordance with the Agreement, this lawsuit will be dismissed with prejudice. If you timely and properly submit a Claim Form and Release, then you will fully release and discharge Defendants from certain claims for wages, benefits, and other compensation arising out of or relating to the facts alleged in the litigation, including those arising under New York Labor Law or the Hospitality Industry Wage Order (Part 146 of Title 12 of the Official Compilation of Codes, Rules, and Regulations of the state of New York), and/or any other applicable New York State Wage Order. When claims are “released,” that

means that a person covered by the release cannot sue Defendants for any of the claims that are covered by the release. If you do not opt-out of the settlement but also do not file a claim form, you will release all claims under state and local law.

**15. When will the Court decide whether to approve the settlement?**

The Court has approved the settlement, concluding that the settlement is fair, adequate, and reasonable and that the distribution of the settlement amount is fair, adequate, and reasonable. The settlement will go into effect unless the Court believes there are unresolved issues (including any based on any objections), and does not allow the parties to finalize the settlement process or if the settlement is terminated or otherwise becomes unenforceable.

**16. Are there more details about the settlement? What if I have any questions?**

This notice summarizes the settlement. However, more details are in the Agreement. You can review the Agreement by contacting the Class Counsel, Michael A. Tompkins, Esq., at Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514, (516) 873-9550 or [mtompkins@leedsbrownlaw.com](mailto:mtompkins@leedsbrownlaw.com). If you have any questions, you can contact Class Counsel or the Settlement Administrator at [REDACTED].

**17. What if my name or address changes?**

If your name, mailing address, email address, and/or telephone number changes after you submit your Claim Form and Release, you must notify the Settlement Administrator immediately. If you do not correct your address, any potential settlement check may be mailed to the address that is on file for you. Therefore, it is your duty to keep an updated address on file. The contact information for the Settlement Administrator is listed in question 7.