

THE BAO AND ULUH CLAIMS ADMINISTRATOR
C/O RUST CONSULTING INC - 8863
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



- UAA - <<SequenceNo>>

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**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

JESSYMANGAHAS, and PITHCHAYA WOHLFAHRT,
on behalf of themselves and all others similarly situated,

Plaintiff,

-against-

EIGHT ORANGES INC. DBA THE BAO; CHIBAOLA,
INC. DBA ULUH; JOANNE HONG BAO, individually,
and RICHARD LAM, individually,

Defendants.

No: 1:22-cv-04150 (LJL)

This is a Court-Authorized Notice
This is Not Solicitation from a Lawyer

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**TO: ALL PERSONS WHO WORK OR HAVE WORKED AT ULUH AND/OR THE BAO AS TIPPED
WORKERS AND WERE PAID AT THE TIP CREDIT MINIMUM WAGE BETWEEN OCTOBER 5,
2015 TO OCTOBER 1, 2023**

Based on the records of Eight Oranges Inc. and Chibaola, Inc. (together "Defendants"), you were employed as a tipped worker at either Uluh and/or The Bao between October 5, 2015 through October 1, 2023 and are entitled to participate in the proposed settlement (the "Settlement") in this lawsuit.

**PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHTS CONCERNING THE SETTLEMENT. IF THE SETTLEMENT IS APPROVED BY THE
COURT AND YOU TAKE NO FURTHER ACTION, YOU WILL BE BOUND BY ITS TERMS.**

PLEASE READ THIS NOTICE CAREFULLY

1. WHAT IS A CLASS ACTION?

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more representative plaintiffs, also known as "class representatives," file a lawsuit asserting claims on behalf of the entire class.

In this case, the "Class Members" consist of all persons who work or have worked at Uluh and/or The Bao in New York between October 5, 2015 through October 1, 2023 who worked as a Tipped Worker (like servers, bussers, or runners) who were paid at the lower "tip credit" minimum wage rate (e.g. - \$10.00 per hour).

2. WHAT IS THE PURPOSE OF THIS NOTICE?

The Court has ordered that this Notice be sent to you because you were employed at the The Bao and Uluh between October 5, 2015 to October 1, 2023 in a Covered Position. The purpose of this Notice is to inform you of your rights under the Settlement Agreement resolving the Lawsuit.

3. WHAT IS THIS CASE ABOUT?

The Lawsuit alleges that Defendants violated federal and New York labor laws by (1) failing to pay tipped workers the full minimum wage for all hours worked (for example, \$15.00 per hour since 2019), (2) failing to pay overtime of 1.5 times this full minimum wage, (3) requiring tipped workers to share tips with non-tip eligible employees, (4) requiring tipped workers to spend more than 20% or 2 hours of their time performing side work, (5) charging tipped workers for customer walkouts, incorrect orders, and breakage (“deductions”), (6) requiring tipped workers to pay for their uniforms without reimbursement, (7) and providing tipped workers with insufficient pay notice forms and paystubs.

Defendants maintain that all employees were paid for all hours worked, including all minimum wages overtime compensation that they were entitled to, and deny that the restaurants improperly retained customer tips/service charges. They also contend all documentation given complied with New York law. However, to avoid the burden, expense, and uncertainty of continuing litigation, the Parties agreed to this Settlement. Defendants do not admit or concede any wrongdoing or liability.

4. WHAT ARE THE TERMS OF THE SETTLEMENT AGREEMENT?

The Parties have agreed to settle this matter for the total sum of One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00). Defendants have deposited a portion of this settlement amount into an escrow account managed by the Claims Administrator.

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

If the Settlement is approved by the Court, the Defendants will pay a total of \$1,750,000.00 in settlement funds. Subject to Court approval, the following payments and expenses will be deducted from the \$1,750,000.00 settlement amount prior to distribution of the settlement funds to Class Members:

- Service Awards:
 - In recognition of services performed for the Class, Named Plaintiff Jessy Mangahas will apply to the Court for a Service Payment of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000) to be paid out of the Settlement Payment for services rendered to the Class and her retaliation claims.
 - Named Plaintiff Pithchaya Wohlfahrt will apply to the Court for a Service Payment of up to Fifteen Thousand Dollars and Zero Cents (\$15,000) to be paid out of the Settlement Payment for services rendered to the Class and her retaliation claims.
 - Representative Plaintiffs Ying Ying Yuan and Yongfeng Situ will each apply to the Court for a Service Payment of up to Eight Thousand Two Hundred Fifty Dollars and Zero Cents (\$8,250) to be paid out of the Settlement Payment for the services rendered and to account for a release of their current retaliation and Anti-SLAPP claims against Defendants in a related state court proceeding;
 - Representative Plaintiffs Jason Cedeno, Keno Dacusin, Thinley Kalsang, Vorrawala Aphromden, Wen Bin Zhu, Wochao Chen, Yi Zhang, Jose Rodriguez, and Prathana Phiphatchotika will each apply to the Court for Service Payments of up to Four Thousand Dollars and Zero Cents (\$4,000.00) each, to be paid out of the Settlement Payment for services rendered to the Class.
 - Representative Upendra Shahi will each apply to the Court for Service Payments of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to be paid out of the Settlement Payment for services rendered to the Class.
- Attorneys’ Fees and Costs: Class Counsel will apply to the Court for attorneys’ fees of one third of the total fund (\$583,333.33) plus recovery of their costs of no more than forty thousand dollars (\$40,000.00).

- **Administrative Expenses:** A reasonable amount will be paid from the Settlement Fund to the Claims Administrator to cover costs associated with the administration of the settlement payments to Class Members. The cost of the administration that will be paid from the Settlement Amount is capped at \$35,000.00. In the event administration costs exceed this amount, additional administrative costs will be paid separately by Defendants.

If the Court approves these payments, after these deductions, the remaining Settlement Fund (the “Net Settlement Fund”) will be distributed to Class Members as set forth below:

- All Class Members will receive one (1) point for every hour worked at the tip credit rate in the relevant time period.
- All Opt-In Plaintiffs as of November 26, 2024 will receive one and a quarter (1.25) points for every hour worked as the tip credit rate in the relevant time period.
- To calculate the portion of the Net Settlement Fund that shall be apportioned to each Class Member, the Claims Administrator shall (i) determine the total number of points for all Class Members; (ii) divide the Net Settlement Fund by the sum calculated in subsection (i) of this paragraph to find the amount allocated to each point; and (iii) multiply the amount allocated to each point by the number of points assigned to each Class Member to determine their allocated individual settlement amounts.

The difference in point value accounts for the Opt-In Plaintiffs’ participation in discovery, including depositions, which were instrumental to the initiation and prosecution of this action. These Opt-In Plaintiffs expended considerable time and effort to assist Plaintiffs’ Counsel with this case.

You will have One Hundred Eighty (180) calendar days after the date your settlement checks are issued to cash your settlement checks.

6. HOW MUCH WILL MY PAYMENT BE?

Based on the formula described in section 5, the total individual settlement amount you will be entitled to receive is estimated to be approximately \$<<EstimatedAward>>.

The Claims Administrator will distribute settlement payments within seven (7) days of receipt of the Settlement Payment from Defendants. Defendants are to pay the remainder for the Settlement Agreement to the Claims Administrator the later of October 31, 2025 or 15 days after the Effective Date. The Effective Date is defined as the date on which the settlement agreement becomes effective, which shall mean the later of: (1) thirty (30) days following the Order Granting Final Approval of the Settlement, if no appeal is taken, or (2) the entry of a final order and judgment after all appeals and petitions are resolved or the time therefore has expired.

7. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

If you do not opt-out of the settlement, the Settlement Administrator will make your payment after a Fairness Hearing as instructed by the Court.

Additionally, if the Court grants final approval of the Settlement, this action will be dismissed with prejudice and Class Members who do not opt out will fully release and discharge Defendants and Releasees from any and all New York State and local wage and hour claims pled in the Litigation (excluding retaliation claims) from October 15, 2015 through November 26, 2024. Individuals who cash/negotiate their settlement checks will also release the Defendants and Releasees from any and all FLSA wage and hour claims under federal law (excluding retaliation claims) from October 15, 2015 through November 26, 2024. This means that you cannot sue, continue to sue, or be party of any other lawsuit against Defendants regarding the claims brought in the Litigation. It also means that all of the Court’s orders will apply to you and legally bind you.

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

If you do not wish to participate in this proposed settlement, but you want to keep the right to sue or continue to sue Defendants, on your own, about the legal issues in this case or which could have been brought in this case, then you must take steps to exclude yourself from this case.

If you intend to exclude yourself, you must mail or e-mail a written, signed statement to the Claims Administrator stating the words, “I elect to exclude myself from the settlement in *Mangahas et al. v. Eight Oranges, et al.*, No. 22 Civ. 4150 (LJL)” and include your name, address, and telephone number (“Opt-out Statement”). To be effective, the Opt-out Statement must be mailed or E-mailed to the Claims Administrator and postmarked by September 22, 2025.

The Bao and Uluh Claims Administrator
c/o Rust Consulting, Inc. - 8863
PO Box 2396
Faribault, MN 55021-9096
info@mveightorangesettlement.com

If you do not opt-out within the time limit set forth above, you will be bound by the terms of the Settlement Agreement.

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

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. The Court will consider your views. If the Court rejects your objection, you will still be bound by the terms of the settlement of your claims under New York Law—unless you submitted a valid and timely request for exclusion. To object, you must Mail your objection to the Claims Administrator containing the words “I object to the settlement in *Mangahas et al. v. Eight Oranges, et al.*, No. 22 Civ. 4150 (LJL),” with your name, address, phone number, and set forth the reasons for the objection, saying that you object to the settlement.

If you wish to present your objection at the fairness hearing described below, you must state your intention to do so in your written objection. Your statement should be as detailed as possible. The Court may not allow you to present reasons for your objection at the fairness hearing that were not described in your written objection. Mail the objection to the Claims Administrator via First-Class United States Mail, postage prepaid at the address below. Your objection will not be heard unless it is mailed to the Claim Administrator via First Class United State Mail and post-marked by September 22, 2025.

The Bao and Uluh Claims Administrator
c/o Rust Consulting, Inc. - 8863
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Faribault, MN 55021-9096
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The Claims Administrator will share your objection with Class Counsel and Defendants’ counsel and file your objection statement with the Court.

You may not object to the settlement if you submit a letter requesting to exclude yourself or “opt-out” of the settlement of the lawsuit.

10. WHEN IS THE FAIRNESS HEARING AND WHAT HAPPENS AT IT?

A hearing before the Honorable Lewis J. Liman will be held on **October 21, 2025** at **12:00 P.M. (noon)** at the United State District Court, Southern District of New York, 500 Pearl Street, Courtroom 15C, New York, New York, 10007 (the “Fairness Hearing”). The purpose of the Fairness Hearing is for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court will take into account any objections raised in accordance with the procedures described in section 9, above.

11. DO I HAVE A LAWYER IN THIS CASE?

The law firm of Fitapelli & Schaffer, LLP, 28 Liberty Street, 30th Floor, New York, NY 10005 has been designated 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. Their fees will be paid from the total settlement fund (see section 5, above). If you want to be represented by your own lawyer, you may hire one at your own expense.

12. TAX TREATMENT

For tax purposes, 50% of each Class Member's individual settlement payment will be considered back wages subject to lawful deductions and W-2 reporting. For this amount, normal payroll taxes and withholdings will be deducted pursuant to city, state and federal law. The remaining 50% of each Class Member's individual settlement payment will be considered liquidated damages and interest subject to 1099 reporting as non-wage income. At the end of the calendar year, the Settlement Administrator will issue each Class Member who has cashed a check an IRS Form W-2 for that portion of the Class Member's settlement payment which is being treated as wages, and an IRS Form 1099 for the portion of the Class Member's settlement payment which is being treated as liquidated damages and interest. Other than the Employers' portion of the withholdings, Class Members are responsible for the appropriate payment of any taxes on the payments they receive. Class Counsel and Defendants' Counsel do not intend this Notice to constitute tax advice, and to the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

If you are presently a party to an individual bankruptcy proceeding, it may be necessary for you to advise the trustee of this settlement.

13. WHAT IF I HAVE ADDITIONAL QUESTIONS?

If you have additional questions about this Notice or want more information, you can contact Class Counsel Armando A. Ortiz or Katherine K. Bonilla at Fitapelli & Schaffer, LLP, 28 Liberty Street, 30th Floor, New York, NY 10005, (212) 300-0375, info@fslawfirm.com, www.fslawfirm.com.

By Order of the Court
Dated: August 21, 2025

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



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美国纽约南区
地区法院

JESSY MANGAHAS 和 PITHCHAYA WOHLFAHRT 代表他
们自己和处于类似情况的所有其他人,

原告,

-诉-

EIGHT ORANGES INC. (经营别称) THE
BAO; CHIBAOLA, INC. (经营别称) ULUH; JOANNE
HONG BAO 个人以及 RICHARD LAM 个人,
被告.

编号: 1:22-cv-04150 (LJL)

此为已获得法院授权的通知
本通知不构成律师的招揽

拟议集体诉讼和解通知

收件人: 在 2015 年 10 月 5 日至 2023 年 10 月 1 日期间以赚小费工作人员的身份在 ULUH 和/或
THE BAO 工作并以小费抵免最低工资的方式获得报酬的所有人员

根据 Eight Oranges Inc. 和 Chibaola, Inc. (统称为“被告”)的记录,您在 2015 年 10 月 5 日
至 2023 年 10 月 1 日期间以赚小费工作人员的身份受雇于 Uluh 和/或 The Bao, 因而有权参与本
诉讼的拟议和解 (“和解”)。

请认真阅读本通知。它包含有关您的和解权利的重要信息。如果和解获得法院批准且您未采取进一步
行动, 则您将受其条款的约束。

请认真阅读本通知

1. 什么是集体诉讼?

集体诉讼是指在一次法院诉讼中裁定许多人之索赔主张和权利的诉讼。一名或多名代表原告, 也称
为“集体代表”, 代表整个集体提起主张索赔的诉讼。

在本案中, “集体成员”包括当前或曾在 2015 年 10 月 5 日至 2023 年 10 月 1 日期间以赚小费
工作人员(如服务员、餐厅助手或传菜员)的身份在纽约 Uluh 和/或 The Bao 工作, 且以较低“小
费抵免”最低工资费用(例如, 每小时 10.00 美元)的方式获得报酬的所有人员。

2. 本通知的目的是什么?

法院已下令向您发送本通知,是因为您在 2015 年 10 月 5 日至 2023 年 10 月 1 日期间在 The Bao 和 Uluh 担任涉及职位。本通知的目的在于告知您在旨在解决诉讼的和解协议项下的权利。

3. 本案件涉及哪些内容?

该诉讼声称被告因存在以下情况而违反了联邦和纽约的劳动法:(1) 未向赚小费的工作人员支付所有工作时间的全额最低工资(例如,2019 年起为 15.00 美元/小时), (2) 未支付相当于该全额最低工资 1.5 倍的加班费, (3) 要求赚小费的工作人员与不符合小费条件的员工分享小费, (4) 要求赚小费的工作人员花 20% 或 2 小时以上的完成附带工作, (5) 指控赚小费的工作人员导致了客户流失、订单出错和破损(“扣减”), (6) 要求赚小费的工作人员支付其制服的费用,并不予报销, (7) 以及向赚小费的工作人员提供不充分的费用通知表和工资单。

被告声称,所有员工都获得了所有工作时间的报酬,包括他们有权获得的所有最低工资加班费,并否认餐厅不当扣留客户小费/服务费。他们还辩称,提供的所有文件均符合纽约法律。但是,为了避免持续诉讼的负担、费用和不确定性,双方同意达成本和解。被告不承认或否认任何不当行为或责任。

4. 和解协议的条款包括什么?

双方已同意以一百七十五万美元整(\$1,750,000.00)的总金额就此事达成和解。被告已将该和解金额的一部分存入由索赔管理员管理的托管账户中。

5. 如何计算我在和解资金中的份额?

如果和解获得法院批准,则被告将支付总计 1,750,000.00 美元的和解资金。在获得法院批准的情况下,在向集体成员分配和解资金之前,将从 1,750,000.00 美元的和解金额中扣除以下款项和费用:

- 服务奖励:
 - 为认可为集体所提供的服务,具名原告 Jessy Mangahas 将向法院申请从和解金中支付最多两万五千美元整(\$25,000)的服务费用,用于奖励向集体所提供的服务及支付其报复性索赔。
 - 具名原告 Pithchaya Wohlfahrt 将向法院申请从和解金中支付最多一万五千美元整(\$15,000)的服务费用,用于奖励向集体所提供的服务及支付其报复索赔。
 - 代表原告 Ying Ying Yuan 和 Yongfeng Situ 将分别向法院申请从和解金中支付最多八千二百五十美元整(\$8,250)的服务费用,用于奖励所提供的服务,以及在相关的州法院诉讼中解除其目前针对被告的报复和反 SLAPP(针对公众参与的策略诉讼)索赔;
 - 代表原告 Jason Cedenro、Keno Dacusin、Thinley Kalsang、Vorraawala Aphiromden、Wen Bin Zhu、Wochao Chen、Yi Zhang、Jose Rodriguez 和 Prathana Phipatchotika 将分别向法院申请从和解金中支付最多四千美元整(\$4,000.00)的服务费用,用于奖励向集体所提供的服务。
 - 代表 Upendra Shahi 将向法院申请从和解金中支付最多七千五百美元整(\$7,500.00)的服务费用,用于奖励向集体所提供的服务。
- 律师费和费用:集体律师将向法院申请支付相当于总资金三分之一(\$583,333.33)的律师费,外加不超过四万美元(\$40,000.00)的费用追偿。

- 管理费用： 将从和解资金中向索赔管理员支付合理的金额，以支付与管理支付给集体成员之和解金相关的费用。将从和解金额中支付的管理费用上限为 35,000.00 美元。如果管理费用超过该金额，则被告将单独支付额外的管理费用。

如果法院批准这些付款，则在扣除这些款项后，剩余的和解资金（“净和解资金”）将按以下方式分配给集体成员：

- 所有集体成员在相关时间期限内每工作一小时即可获得按小费抵免费率支付费用的其中之一（1）个点。
- 截至 2024 年 11 月 26 日，所有选择加入的原告在相关时间期限内每工作一小时即可获得按小费抵免费率支付费用的其中一点二五（1.25）个点。
- 为了计算应分配给每个集体成员的净和解资金部分，索赔管理员应（i）确定所有集体成员的总点数；（ii）将净和解资金除以按本段第（i）子款计算的金额，以找出分配给每个点数的金额；以及（iii）将分配给每个点数的金额乘以分配给每个集体成员的点数，以确定分配给个人的和解金额

点值差异说明了选择加入的原告参与证据开示（包括证词）的情况，而这对提起和起诉本诉讼大有帮助。这些选择加入的原告花费了大量时间和精力，来协助原告律师处理本案。

在签发和解支票之日后，您将有一百八十（180）个日历日的时间来将和解支票兑现。

6. 我将收到的款项金额为多少？

根据第 5 条中所述的公式，您将有权获得的个人和解总金额估计约为 \$<<EstimatedAward>>。

索赔管理员将在收到被告支付的和解金后七（7）天内对和解金进行分配。被告应在 2025 年 10 月 31 日或生效日期后 15 天（以较晚者为准）内向索赔管理员支付和解协议的剩余部分费用。生效日期是指和解协议生效的日期，即以下日期中的较晚者：（1）授予和解最终批准的命令后三十（30）天，如果没有上诉的话，或（2）所有上诉和申诉得以解决或因此到期后的最终命令和判决的签发日期。

7. 和解具有怎样的法律效力？

如果您没有选择退出和解，则和解管理员将在法院指示的公平听证会后向您支付相关款项。

此外，如果法院最终批准了和解，则将带有偏见地驳回本诉讼，没有选择退出的集体成员将完全豁免并免除被告和被免除方承担从 2015 年 10 月 15 日至 2024 年 11 月 26 日期间诉讼中提出的任何和所有纽约州和地方工资和工时索赔（不包括报复索赔）。自 2015 年 10 月 15 日至 2024 年 11 月 26 日兑现/协商和解支票的个人还将免除被告和被免除方承担根据联邦法律提出的任何和所有《公平劳动标准法》（FLSA）工资和工时索赔（不包括报复索赔）。这意味着您不能就诉讼中提出的索赔起诉、继续起诉或成为针对被告的任何其他诉讼的当事人。这同时也表示法院的所有命令将适用于您，并对您具有法律约束力。

8. 我如何选择退出和解集体？

如果您不希望参与本拟议和解，而希望保留自行就本案中的法律问题或本案中可能应提起的法律问题起诉或继续起诉被告的权利，则您必须采取措施，将自己排除在本案之外。

如果您想要将自己排除在外，则您必须通过邮寄或电子邮件向索赔管理员发送一份经签署的书面声明，说明“我选择将自己排除在 *Mangahas* 等人诉 *Eight Oranges* 等方一案（案件编号为：22 Civ. 4150 (LJL)）之外”，并注明您的姓名、地址和电话号码（“选择退出声明”）。为了生效，退出声明必须通过邮件或电子邮件发送给索赔管理员，并且必须在 2025 年 9 月 22 日之前加盖邮戳。

The Bao and Uluh Claims Administrator
c/o Rust Consulting, Inc. - 8863
PO Box 2396
Faribault, MN 55021-9096
info@mveightorangesettlement.com

如果您未在上述期限内选择退出，则您将受和解协议条款的约束。

9. 如果我对和解有异议该怎么办？

如果您对和解有任何不满之处，您可以针对和解提出异议。您可以说明您认为法院不应批准和解的原因。法院将考虑您的意见。如果法院驳回您的异议，则您仍将受纽约法律项下的索赔和解条款的约束——除非您及时提交有效的排除请求。要提出异议，您必须将异议邮寄给索赔管理员，其中应包含“我对 *Mangahas* 等人诉 *Eight Oranges* 等方一案（案件编号为：22 Civ. 4150 (LJL)）的和解有异议”，并列出您的姓名、地址、电话号码和持有异议的理由，说明您对和解有异议。

如果您希望在下文所述的公平听证会上提出异议，则您必须在书面异议中说明您的意图。您的说明应尽可能详细。法院可能不允许您在公平听证会上陈述您未在书面异议中进行说明的异议理由。通过邮资预付的美国普通邮件将异议邮寄给索赔管理员，邮寄地址如下。除非通过美国一级邮件邮寄给索赔管理员，并且邮戳日期为 2025 年 9 月 22 日或之前，否则对您的异议将不予受理。

The Bao and Uluh Claims Administrator
c/o Rust Consulting, Inc. - 8863
PO Box 2396
Faribault, MN 55021-9096
info@mveightorangesettlement.com

索赔管理员将与集体律师和被告律师分享您的异议，并向法院提交您的异议陈述。

如果您提交了一封要求将自己排除在外或“选择退出”诉讼和解的信函，则您不能对和解提出异议。

10. 公平听证会是在什么时候？听证会上会发生些什么？

Lewis J. Liman 利曼法官的听证会将于 2025 年 10 月 21 日中午 12:00 在美国纽约南区地方法院举行，具体地址为 500 Pearl Street, Courtroom 15C, New York, New York, 10007（“公平听证会”）。公平听证会的目的在于让法院确定和解是否公平、充分且合理，并应由法院批准。法院将根据上文第 9 条中所述的程序考虑提出的任何异议。

11. 我在本案件中有律师吗？

Fitapelli & Schaffer, LLP 律师事务所（地址：28 Liberty Street, 30th Floor, New York, NY 10005）已被指定为代表您和其他集体成员的法律顾问。这些律师称为集体律师。这些律师不会向您单独收取费用。他们的费用将从和解资金总额中支付（见上文第 5 条）。若您想让自己的律师代理，您可以自行付费聘请。

12. 税务处理

就税务而言，每个集体成员个人和解金的 50% 将被视为拖欠工资以作合法扣除和 W-2 报告之用。就此金额而言，将根据城市、州和联邦法律扣除正常工资税和预扣税。每个集体成员个人和解金的剩余 50% 将被视为违约赔偿金和利息，但须遵循 1099 报告按非工资收入处理。在日历年结束时，和解管理员将就集体成员和解金中被视为工资的那一部分向已经将支票兑现的每个集体成员签发一张 IRS 表格 W-2，并就集体成员和解金中被视为违约赔偿金和利息的那一部分签发一张 IRS 表格 1099。除雇主部分的预扣税外，集体成员应负责妥善支付其所收到款项的任何税款。集体律师和被告律师无意将本通知构成税务建议，如果本通知被解释为包含或构成有关任何联邦、州或地方税务问题方面的建议，则该等建议并未意在或明文指出其供人用于（也不能被任何人用于）避免任何税务责任或罚款。

如果您目前是个破产程序的一方，您可能有必要向受托人告知此和解。

13. 如果我有其他问题该怎么办？

如果您对本通知有其他问题或希望了解更多信息，您可以联系 Fitapelli & Schaffer, LLP 的集体律师 Armando A. Ortiz 或 Katherine K. Bonilla，地址为 28 Liberty Street, 30th Floor, New York, NY 10005，电话为 (212) 300-0375，电子邮箱为 info@fslawfirm.com，律所网站为 www.fslawfirm.com。

法院命令

日期：August 21, 2025

