

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

DEBORAH GARCIA, on behalf of herself and others
similarly situated,

Index No.: 601495/2015

Plaintiffs,

NOTICE OF ENTRY

- against -

BAYROCK/SAPIR ORGANIZATION LLC; SPRING &
VARICK ASSOCIATES LLC; BAYROCK SPRING
STREET, LLC; BAYROCK/SAPIR ORGANIZATION
REALTY LLC; BAYROCK/SAPIR ORGANIZATION
HOLDINGS LLC; TAMIR SAPIR; ALEX SAPIR;
DONALD J. TRUMP, JR.; IVANKA M. TRUMP;
DONALD J. TRUMP; NICK HAQUE; CORINNE
LAZARZ; and all other related entities,

Defendants.

PLEASE TAKE NOTICE that the within is a true copy of the signed Final Order Approving Settlement by the Hon. Joseph A. Santorelli, Justice of the Supreme Court, State of New York, dated August 7, 2019, and entered on August 7, 2019, by the Clerk of the Court.

Dated: Carle Place, New York
August 7, 2019



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Attorneys for Plaintiffs & the Settlement Class

ORIGINAL

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DONALD J. TRUMP, JR.; IVANKA M. TRUMP;
DONALD J. TRUMP; NICK HAQUE; CORINNE
LAZARZ; and all other related entities,

Defendants.

FINAL ORDER APPROVING SETTLEMENT

1. Pursuant to New York Civil Practice Law and Rules §§ 901, 902, 904 and 908, the parties have jointly agreed upon and submitted an order approving settlement in the above entitled action (“the Lawsuit”) in accordance with a Settlement Agreement and Release (the “Agreement”), which sets forth the terms and conditions for the settlement of the Lawsuit against Defendants and for dismissal of the Lawsuit against Defendants with prejudice upon the terms and conditions set forth therein, and approval of the associated fees and costs (including attorneys’ fees, Service Awards, and settlement claims administrators costs and expenses) and the Court has read and considered the Agreement and the Affirmation of Brett R. Cohen, dated August 6, 2019 and exhibits attached thereto.

2. On March 11, 2019, this Court issued a decision and order (“Preliminary Approval Order”) preliminarily approving the proposed Settlement Agreement and providing for notice of

the settlement to the class. Pursuant to CPLR § 907(2), this Court also provide an opportunity for any objections to be heard and no Class Member elected to appear or raised any issues with the parties or the Court as of August 7, 2019.

3. Based on the foregoing, and upon all the evidence presented to the Court, the proposed class action settlement is approved as fair and reasonable. This Court is satisfied that the proposed settlement in this action meets both procedural and substantive fairness.

IT IS HEREBY ORDERED, that this Court has jurisdiction over the subject matter of this litigation, and over all parties to this litigation, including all members of the class.

FURTHER, that for purposes of this ORDER, all terms not otherwise defined herein shall have the same meanings set forth in the Agreement.

FURTHER, the Court certifies the following class under New York Civil Practice Law and Rules §§ 901 and 902, for settlement purposes (“Settlement Class”):

All individuals who performed food service work at banquet events held at the location commonly known as the Trump SoHo Hotel at any point from February 13, 2009 through the date of this Order (the “Settlement Period”), in such trades, classifications and professions that customarily receive gratuities, including but not limited to servers, waiters, banquet servers, bussers, bartenders, captains, and runners. The Settlement Class does not include maintenance workers, corporate officers, salespersons, cooks, food preparers, chefs, dishwashers, directors, clerical staff, office workers, room attendants, housepersons or any other person whose trade, classification or profession does not customarily receive gratuities.

FURTHER, that this Court hereby approves the settlement set forth in the Agreement and finds that the settlement is, in all respects, fair, reasonable, adequate and in the best interests of the Plaintiff and the class members in accordance with New York Civil Practice Law and Rules §§ 901 and 902, and directs implementation of all its terms and provisions.

FURTHER, that Plaintiffs and Class Members who have not properly and timely exercised their opt-out rights in this lawsuit are hereby conclusively deemed to have released or discharged

Defendants and Released Defendants as defined in section 1.31 of the Agreement from, and are permanently enjoined and barred from asserting, either directly or indirectly, against Defendants and Released Defendants as defined in section 1.31 of the Agreement any and all Limited Release Class Claims as articulated in in the Settlement Agreement except to enforce the terms of the Agreement.

FURTHER, that Plaintiffs and Class Members who have submitted a Claim Form in this lawsuit are hereby conclusively deemed to have released or discharged Defendants and Released Defendants as defined in section 1.31 of the Agreement from, and are permanently enjoined and barred from asserting, either directly or indirectly, against Defendants and Released Defendants as defined in section 1.31 of the Agreement any and all General Release Class Claims as articulated in in the Settlement Agreement except to enforce the terms of the Agreement.

FURTHER, that the notice given to the members of the class fully and accurately informed the members of the class of the proposed settlement, was the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to all members of the class complying fully with CPLR § 908.

FURTHER, Defendant Bayrock/Sapir Organization LLC shall fund the Qualified Settlement Fund in accordance with the Agreement, including all payments for Authorized Claimants, attorneys' fees and expenses, the Service Award, and other amounts provided for in the Agreement and as detailed in the Settlement Claims Administrator Affirmation, and such payment shall be made in accordance with the terms of the Settlement Agreement

FURTHER, Class Counsel's fees, costs and expenses are deemed reasonable and fair considering the time, effort, and result achieved in this Settlement for Plaintiffs, and the Claims Administrator is directed to make such payments in accordance with the Affirmation of

Brett R. Cohen, Esq. and the Agreement to the requisite individuals and entities regarding such fees, costs, and expenses.

FURTHER, that the Settlement Claims Administrator is directed to distribute settlement funds to the class members, including Service Awards, and also to satisfy all other incidental financial obligations with regard to the settlement amount from the Qualified Settlement Fund, all in accordance with the terms of the Settlement Agreement.

FURTHER, that without affecting the finality of this judgment in any way, this Court hereby retains jurisdiction over consummation and performance of the Settlement Agreement.

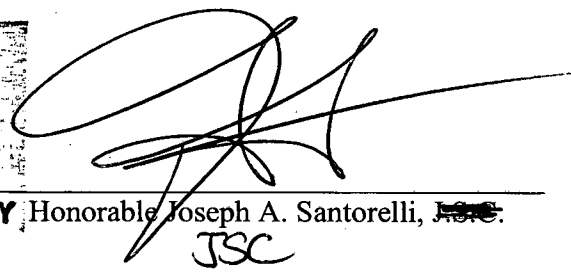
FURTHER, that the Clerk of the Court is directed to close this case bearing Index No.: 601495/2015 on the 31st day after this Order is entered.

It is so ORDERED this 7th day of August, 2019.

GRANTED

AUG - 7 2019

A. Pascale
OF SUFFOLK COUNTY Honorable Joseph A. Santorelli, ~~JSC~~



JSC