

MELVIN CIFUENTES LEMUS and CARLOS ENRIQUE CHACON,
individually and on behalf of those similarly situated,
Plaintiffs,

Index No.: 606423/2014

- against -

S&S SPORTS INC., SIDANA'S INC., AMARDEEP SINGH, BOBBY
SINGH and GAGNEET SINGH and any other entities affiliated with
or controlled by S&S SPORTS INC., SIDANA'S INC., and/or
AMARDEEP SINGH, BOBBY SINGH and GAGNEET SINGH,
Defendants.

NOTICE OF CLASS ACTION SETTLEMENT

TO: All individuals who worked for S&S Sports Inc., Sidana's Inc., Amardeep (a.k.a. Bobby) Singh and Gagneet Kaur (collectively, "Defendants"), during the period December 3, 2008 through January 1, 2016, in nonexempt positions. The Settlement Class does not include corporate officers, directors, or other high ranking individuals who are exempt employees under the New York Labor Law.

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a settlement of class action litigation. It has been authorized by a New York State court. It contains important information as to your right to participate in the settlement, make a claim for payment or elect not to be included in the class.

INTRODUCTION

Former employees Melville Cifuentes Lemus and Carlos Enrique Chacon filed a lawsuit in 2014 alleging claims for unpaid overtime, minimum wage violations, unpaid spread of hours compensation, and wage theft notice violations. The lawsuit was against Defendants S&S Sports Inc., Sidana's Inc., Amardeep (a.k.a. Bobby) Singh, Gagneet Kaur, and any other related entities. Related entities are limited to the entities specifically identified in this Notice. The Court in charge of this case is the New York State Supreme Court, Nassau County. The lawsuit is known as *Lemus, et al. v. S&S Sports Inc., et al.* The individuals who filed the lawsuit are called the Plaintiffs. Plaintiffs allege in the lawsuit that, among other things, Defendants failed to pay them and other similarly situated service workers certain compensation, including overtime, minimum wage, and spread of hours, in violation of the New York State Labor Law. Defendants deny these allegations and have asserted various affirmative and other defenses.

Plaintiffs and Defendants have agreed to settle the action. The settlement has been approved by the Court. Defendants have agreed to pay a maximum of Eight Hundred Thousand Dollars (\$800,000.00), subject to the Parties' right to terminate the resolution pursuant to certain conditions set forth in the Agreement. Defendants have defended and have vigorously contested the claims in the Action. Defendants deny all material allegations in the Action, have asserted numerous defenses and deny liability in this case. Defendants have decided to settle the Action to avoid the expense, inconvenience and the distraction of litigation. The Court has not decided who is right and who is wrong or whether this case could, in the absence of this Settlement, proceed as a class action or whether Plaintiffs and/or the class would ultimately prevail.

Your legal rights may be affected. These rights and options are summarized below and fully explained in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PARTICIPATE	As described more fully below, to participate in the settlement, send a properly completed Claim Form and Release and W-9 Form to the Settlement Claims Administrator postmarked by August 11, 2016 . If you fail to submit a timely Claim Form and Release and W-9, you will receive no monetary distribution from the settlement.
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt-out”) from the lawsuit you must follow the directions outlined in response to Question 7 below.
OBJECT	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 for claims under New York State Law unless you submit a valid and timely request for exclusion. You will not be bound by the settlement if you opt-out of this action.

1. Why did I receive this notice?

You have received this notice because you worked for Defendants in a nonexempt position sometime between December 3, 2008 and January 1, 2016.

2. What is a class action?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as Class Members. In a class action, one court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Justice Feinman of the New York State Supreme Court, Nassau County is the Judge who is presiding over this class action.

3. Why is there a settlement?

Class Counsel, on behalf of Plaintiffs and the Class, have analyzed and evaluated the merits of the claims made against Defendants in the Action. Class Counsel and Defendants also exchanged hundreds of pages of documents. In addition, the parties participated in numerous negotiation sessions. Based upon their analysis and evaluation of this data, relevant law, and the substantial risks of continued litigation, including the possibility that the litigation, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Class Counsel has entered into this settlement. Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interest of the Plaintiffs and other Class Members, such as yourself.

4. Payment to Class

Each Participant shall be entitled to pay based on the number of weeks he or she worked for Defendants. To calculate this pay, each individual Participant’s number of workweeks shall be divided by 13,273.78 (which is the represented total number of combined weeks worked by all class members). This results in a percentage that shall be applied to the Net Settlement Fund (Total Settlement Fund minus Attorney’s Fees, Costs & Expenses) to determine the Authorized Claimant’s recovery amount.

To the extent this amount does not exceed \$1,000.00 for a particular Participant, said Participant shall still receive \$1,000.00 as a minimum payment that is guaranteed to all Participants.

5. Payment to Class Representatives

The Settlement rewards the two Named Plaintiffs, who took a lead role in this litigation and assisted in its resolution, with service payments of no more than \$15,000.00 in total, (\$7,500.00 each) in compensation for taking a leading role in this litigation, for their significant involvement for the benefit of the Class Members.

6. Procedures

To receive a distribution from the settlement fund, you must timely complete and return the enclosed Claim Form according to instructions provided on the form.

Step 1: The Claim Form and Release and W-9 Form must be personally filled out and signed by the current or former employee who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf.

Step 2: The Claim Form and Release must be properly completed, signed, and mailed, fax or emailed to the Settlement Claims Administrator **on or before August 11, 2016** (the “Bar Date”). If you mail the Claim Form and Release **it must be postmarked by the August 11, 2016 Bar Date**. If you do not properly complete and timely submit the Claim Form and Release and W-9, you will not be eligible to receive any monetary distribution. Please keep a record of this mailing and/or contact the Settlement Claims Administrator to confirm receipt.

You should keep in mind that if you do not opt out, and if you do not properly and timely complete and return the Claim Form and Release and W-9 Form by the Bar Date, and in accordance with instructions provided on the form, you will not receive a distribution from the settlement fund, but you will still be bound by the Release of all claims as described in response to Question 8 below.

If you timely return the enclosed Claim Form and Release to the Settlement Claims Administrator so that it is **postmarked by the August 11, 2016 Bar Date**, the Settlement Claims Administrator will make your payment approximately 30 days thereafter, as directed by the Court.

After the funds are distributed, as per the Court’s directive, this action will be dismissed with prejudice and Class Members who do not opt out will fully release and discharge S&S Sports Inc., Sidana’s Inc., Amardeep (a.k.a. Bobby) Singh, Gagneet Kaur in their corporate and individual capacities (the “Released Defendants”) from all New York Labor Law claims that were asserted in Plaintiffs’ Complaint that arose during the relevant period of December 3, 2008 through January 1, 2016, including unpaid overtime, minimum wage violations, unpaid spread of hours compensation, and wage theft notice violations, excluding Class Members who opt-out of the settlement. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants regarding any such wage and hour violations. It also means that all of the Court’s orders will apply to you and legally bind you.

7. How do I exclude myself from the settlement? (“Opting Out”)

If you do not wish to participate in this 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. This is commonly referred to as “opting out” of the lawsuit or settlement.

If you intend to exclude yourself, you must mail a written, signed statement to the Settlement Claims Administrator stating “I opt out of the S&S Sports lawsuit” and include your name, address, and telephone numbers (“Opt-out Statement”). To be effective, the Opt-out Statement must be mailed, faxed or emailed to the Settlement Claims Administrator **on or before the August 11, 2016 Bar Date**. If you mail the Opt-out Statement it must be **postmarked by the August 11, 2016 Bar Date** and mailed to:

Lemus v. S&S Sports Inc.
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
(888) 369-3780
Facsimile: (714) 824-8591
Email: S&SSports@Simpluris.com

If you exclude yourself from the Action and Settlement, you will NOT be allowed to object to the settlement as described in Question 12 below.

8. If I don’t exclude myself from the settlement, can I sue Defendants for the same thing later?

Unless you exclude yourself, you give up any rights to sue Defendants S&S Sports Inc., Sidana’s Inc., Amardeep (a.k.a. Bobby) Singh, Gagneet Kaur for the reasons discussed in this Notice. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if this settlement will affect your other case. Remember, **the exclusion deadline is August 11, 2016**.

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

No. If you exclude yourself, you will not receive any money from this lawsuit. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants regarding these same claims.

10. Do I have a lawyer in this case?

The law firm of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, NY 11514, 516-873-9550, www.leedsbrownlaw.com 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 are being paid from the total settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to 25.00% of the Gross Settlement Fund for attorneys' fees plus litigation expenses and all other Costs and Fees to be paid from the Settlement Fund. The fees would pay Class Counsel for all work that they have performed and will perform in this action including filing briefs, engaging in informal discovery, engaging in motion practice, conducting legal research, investigating facts, attending court conferences, and negotiating and overseeing the settlement.

12. How do I tell the Court that I don't like the settlement? ("Objecting")

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 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 State law unless you have submitted a valid and timely request for exclusion. To object, you must send a letter saying that you object to the settlement of the S&S Sports Class Action. Your statement must include all reasons for the objection and any supporting documentation in your possession. Your statement must also include your name, the dates of employment and work description in which you worked for the Defendants, address, email address, social security number and telephone numbers.

Your objection will not be deemed valid unless it is received by the Bar Date or mailed to the Settlement Claim Administrator via First Class United States Mail and **postmarked by the August 11, 2016 Bar Date.**

Lemus v. S&S Sports Inc.
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
(888) 369-3780
Facsimile: (714) 824-8591

The Settlement 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.

13. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the settlement ("opting-out") is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

14. Are there more details about the settlement?

This notice summarizes the settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement by asking for a copy of the Settlement Agreement by writing or calling Jeffrey K. Brown, Esq. at 516-873-9550, Leeds Brown Law, P.C., One Old Country Road, Carle Place, New York 11514-1851, www.leedsbrownlaw.com or www.waitersrights.com.

Dated: May 13, 2016

By Order of the Court