

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE24013956 DIVISION: 25 JUDGE: Olefson, Shari Africk (25)

**Tracy Shaw**

Plaintiff(s) / Petitioner(s)

v.

**Duffy's HR, Inc., et al**

Defendant(s) / Respondent(s)

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**AGREED ORDER TO APPROVE SETTLEMENT**

This matter coming to be heard on the Parties' Joint Motion for Final Approval of FLSA Settlement (the "Motion"), the Court, having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Stipulation of Collective Action Settlement ("Settlement Agreement") between Plaintiff, TRACY SHAW ("Plaintiff"), and Defendants, DUFFY'S HR, INC. and DUFFY'S HOLDINGS, INC. ("Defendants") (together "the Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arms-length and in good faith between the Parties, who were represented by experienced collective action counsel familiar with the legal and factual issues of this case.
3. Based on this evaluation, the Court approves the Settlement Agreement for settlement purposes only.
4. The Court hereby certifies for the purposes of settlement only, the following Settlement Collective consisting of:

**Tip Credit Notice Overtime Collective: All Servers, Bartenders,**

**Barbacks, Bussers, Front of House, Trainees, Food Runners, Hosts (Front Door), To-Go Servers, Server Assistants and/or Service Bartenders who worked for Defendants at Duffy's Sports Grill, located at 1804 Cordova Road, Fort Lauderdale, Florida 33316 from June 19, 2019 and June 30, 2024.**

5. For settlement purposes only, Plaintiff, TRACY SHAW, is appointed as Collective Representative.

6. For settlement purposes only, the following counsel are hereby appointed as Counsel for the Collective:

Michael V. Miller, Esq.  
Jordan Richards, Esq.  
Jordan Richards PLLC d/b/a USA Employment Lawyers  
1800 SE 10<sup>th</sup> Ave. Suite 205  
Fort Lauderdale, Florida 33316  
Tel: (954) 871-0050  
[michael@usaemploymentlawyers.com](mailto:michael@usaemploymentlawyers.com)  
[jordan@jordanrichardspc.com](mailto:jordan@jordanrichardspc.com)

7. The Court approves the proposed plan for giving Notice to the Settlement Collective as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, provides due and sufficient notice to all persons in the Settlement Collective.

8. CAC Services Group, LLC will supervise and administer the notice process and is hereby appointed the Settlement Administrator. The Settlement Administrator may proceed with the distribution of the Notice as set forth in the Settlement Agreement. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Notice plan within 60 days of the date of this Order.

9. Settlement Collective Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit 1.

10. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via e-mail within 60 days of the Claims Administrator sending the Notice. Settlement Collective Members who do not timely submit a Claim Form deemed to be valid in accordance with the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

11. Addresses for Counsel for the Collective, Defendants' Counsel, and the Settlement Administrator, are as follows:

**Counsel for the Collective:**

Michael Miller, Esq.

USA EMPLOYMENT LAWYERS

JORDAN RICHARDS, PLLC

Fort Lauderdale, FL 33316

Ph: (954) 871-0050

[Michael@usaemploymentlawyers.com](mailto:Michael@usaemploymentlawyers.com)

**Defendants' Counsel:**

B. Tyler White, Esq.

JACKSON LEWIS, P.C.

501 Riverside Avenue, Suite 902

Jacksonville, FL 32202

(904) 638-2665

[Tyler.white@jacksonlewis.com](mailto:Tyler.white@jacksonlewis.com)

**Claims Administrator**

CAC Services Group, LLC

6420 Flying Crowd Dr., Ste. 101

Eden Prairie, MN 55344

12. The Court has determined that the Notice given to the Settlement Collective Members, in accordance with the Settlement Agreement, fully and accurately informs Settlement Collective Members of all material elements of the Settlement and constitutes the best notice practicable under the circumstances; is reasonably calculated, under the circumstances, to apprise the Settlement Collective Members of the pendency of the Action and their rights; is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice.

13. The Court orders the Parties to the Settlement Agreement to perform their obligations thereunder. The Court approves the payments to those Settlement Collective Members that submit valid Claims Forms in accordance with the Settlement Agreement.

14. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement Agreement).

15. The Court approves payment of attorneys' fees, costs and expenses to Counsel for the Collective in the amount of \$166,650.00. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. The Court, having considered the materials submitted by Counsel for the Collective in support of final approval of the Settlement and their request

for attorneys' fees, costs and expenses and in response to any timely filed objections thereto, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial benefits to the Settlement Collective. Second, the Court finds the payment fair and reasonable in light of the substantial work performed by Counsel for the Collective. Third, the Court concludes that the Settlement was negotiated in good faith at arms-length without collusion, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Collective Members. Finally, the Court notes that the Notice specifically and clearly advises the Settlement Collective that Counsel for the Collective would seek an award up to the amount sought.

16. The Court approves the individual payment to Plaintiff, Tracy Shaw, in the amount of \$10,000.00 (Ten Thousand Dollars) for consideration for a mutual general release, and specifically finds such amount to be reasonable under *Lynn's Food Stores, Inc. v. U.S. By & Through U.S. Dep't of Lab., Emp. Standards Admin., Wage & Hour Div.*, 679 F.2d 1350 (11th Cir. 1982).

17. The Court approves the payment of \$6,350.64 for CAC Services Group, LLC for Settlement Administration Expenses, which shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

18. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Approval Order and do not limit the rights of the Settlement Collective Members.

19. Without affecting the finality of this Final Approval Order for purposes of appeal, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose.

**DONE AND ORDERED** in Chambers at Broward County, Florida on 9th day of May, 2025.

 CACE24013956 05-09-2025 10:51 AM

CACE24013956 05-09-2025 10:51 AM

Hon. Shari Africk Olefson

**CIRCUIT COURT JUDGE**

Electronically Signed by Shari Africk Olefson

**Copies Furnished To:**

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