

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into between Duffy’s HR, Inc. and Duffy’s Holdings, Inc. (“Duffy’s” or “Defendants”), on the one hand, and Tracy Shaw (the “Named Plaintiff”), on behalf of herself individually and on behalf of a collective group of similarly situated individuals, on the other hand.

Duffy’s and the Named Plaintiff (collectively the “Settling Parties”) agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in the case styled *Tracy Shaw v. Duffy’s HR, Inc. and Duffy’s Holdings, Inc.*, Case No: CACE-24-013956 (“the Litigation”) pending in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. This Agreement is contingent upon the Court’s approval and dismissal of the Litigation, and is entered into voluntarily by the Settling Parties for settlement purposes only.

### **RECITALS**

**WHEREAS**, the Named Plaintiff has filed an Amended Complaint in the Litigation wherein she asserted claims against Duffy’s under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, the Florida Minimum Wage Act (“FMWA”), Fla. Stat. § 448.440, and Art. X, Sec. 24 of the Florida Constitution based on the alleged failure to provide “tip credit notice” and thereby the failure to pay: (1) Named Plaintiff and similarly situated tipped employees Florida minimum wages; and (2) Named Plaintiff and similarly situated tipped employees federal overtime wages; and

**WHEREAS**, the purpose of this Agreement is to settle fully and finally the claims raised in the Litigation; and

**WHEREAS**, Duffy's denies that it has committed any wrongdoing or violated any current federal, state or local laws pertaining to the payment of wages or hours worked, and further denies that it is liable or owes any back wages including unpaid minimum and/or overtime wages to anyone including any putative collective member with respect to the alleged facts or causes of action asserted in the Litigation; and

**WHEREAS**, Named Plaintiff and Duffy's agreed to engage in discussions regarding the possibility of a voluntary resolution of the asserted claims; and

**WHEREAS**, the Settling Parties have exchanged and reviewed documents which include those Putative Collective Members' time and pay records and employee handbooks; and

**WHEREAS**, on February 3, 2025, the Settling Parties participated in a full day mediation of this matter with experienced wage and hour mediator Dennis Clifford, Esq., and pursuant to that mediation subsequently reached an accord outlined in a Settlement Term Sheet, signed by counsel for the Settling Parties; and

**WHEREAS**, the Settlement Term Sheet is incorporated herein by reference, and which defined the Putative Collective Members (as defined below) and other terms of settlement; and

**WHEREAS**, the Settling Parties agreed to settle and resolve any and all claims that could have been asserted in the Litigation pursuant to the terms of this Agreement, in order to avoid the burden, expense, risks and uncertainty of litigation.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, and intending to be legally bound, the Settling Parties hereto agree to a full and complete settlement of the Litigation and release of claims on the following terms and conditions:

**I. CONSENT TO COURT-AUTHORIZED NOTICE**

A. Putative Collective Members. For settlement purposes only, the Settling Parties consent to notice to Putative Collective Members. Putative Collective Members are defined as agreed upon in the Settlement Term Sheet as follows: 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 Duffy's restaurant at 1804 Cordova Road, Fort Lauderdale, FL 33316 between June 19, 2019 and June 30, 2024, who allegedly did not receive proper notice from Defendants that they would be taking a tip credit pursuant to Fla. Const. Art. X 24(c) and/or F.S. §448.110 and were paid a direct wage (inclusive of service charges) of less than the Florida minimum wage, for whom Duffy's produced data in advance of and after mediation.

B. Cooperation. The Settling Parties shall cooperate and present to the Court for its consideration in connection with the approval of this Agreement and the Settling Parties shall cooperate to achieve Court approval so that this Agreement will be approved and notice issued to the Putative Collective Members.

**II. SETTLEMENT APPROVAL PROCEDURE**

A. Court Approval. The Parties will seek a court order approving this Agreement. To effectuate court approval, the Settling Parties will file a Joint Stipulation and Motion to Approve Collection Action Settlement requesting a court order approving this Agreement. The Settling Parties shall work together in good faith to file a Joint Stipulation and Motion to Approve Collection Action Settlement that will satisfy the requirements for this Agreement to be court approved.

B. The Settling Parties have agreed to the form of the Notice of Settlement,, the Consent to Join Claim Form and Release which is attached to this Agreement as Exhibit 1, and the Notification Packet (the "Notice Packet") which is attached to this Agreement as Exhibit 2, advising Putative Collective Members of the material terms and provisions of this Agreement, the procedure for submitting the Consent to Join Claim Form and Release, directions to obtain the amount they are anticipated to receive pursuant to the settlement and this Agreement via contacting the Claims Administrator, and their rights with respect to this Agreement.

C. Effective Date. For purposes of this Agreement, the "Effective Date" shall mean thirty-one (31) days after the date that the Court enters an order approving this Agreement. However, if the settlement is not approved, and/or does not become final for any reason, and/or the Court does not approve this Agreement, and/or this Agreement does not become final for any reason, then the Settling Parties shall work together in good faith to structure an agreement that meets approval. This provision does not apply if the Court does not approve some or all of Plaintiff's Counsel's attorney's fees or Named Plaintiff's individual consideration payment ("Consideration Payment"). In such case, any unapproved amount will be distributed *pro rata* to the Putative Collective Members.

### III. MODE. CALCULATION AND TIMING OF PAYMENT OF CLAIMS

#### A. Notice of Claims

1. On or before ten (10) business days after the Effective Date, Duffy's shall provide the Settlement Claims Administrator with an Excel chart listing the names, last known addresses, last known personal e-mail addresses (if available), employee ID numbers, and anticipated settlement amounts for each of the Putative Collective Members. Plaintiff's Counsel agrees not to initiate contact with any of the Putative Collective Members during the sixty (60)

day notice period. Plaintiff's Counsel, however, may provide any inquiring Putative Collective Member with their anticipated settlement amount and assist that Putative Collective Member in submitting a Consent to Join Claim Form to the Settlement Claims Administrator. Duffy's shall provide the Settlement Claims Administrator with the social security numbers for each Putative Collective Member that files a consent to participate. On or before five (5) business days after the Effective Date, Duffy's shall provide to Plaintiff's Counsel the same information it provided to the Settlement Claims Administrator for each Putative Collective Member without names, addresses, or personal e-mail addresses. By the Effective Date, Plaintiff's Counsel shall advise Defendants' Counsel of any objections to the anticipated settlement amounts for each of the Putative Collective Members. The Settlement Claims Administrator shall provide Plaintiff's Counsel with contact information for any Putative Collective Member who consents to participate in the settlement within seven (7) days of completion of the 60-day notice period. On or before ten (10) business days after the Effective Date, Defendants' Counsel shall provide the Claims Administrator with the settlement allocation for each of the Putative Collective Members for reference should the Collective Members contact the Claims Administrator to obtain their anticipated settlement amount. inclusion on each individualized Notice Packet. Prior to the mailing of the Notice Packet, the Settlement Claims Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Notice Packet to any updated address obtained therefrom.

Within thirty (30) days after the Effective Date, the Settlement Claims Administrator shall e-mail and mail to the Putative Collective Members, via First Class U.S Mail, in one mailing, all Notice Packets in the form attached hereto as Exhibit 1 with an enclosed,

postage-paid return envelope.<sup>1</sup> The Putative Collective Members will be provided with a Notice and told that in order to receive any monetary proceeds of the settlement, the original, properly-executed and completed Consent to Join Claim Form and Release must be postmarked or received by completing the form on an interactive website for which there will be a QR code to access, mail, email, or facsimile by the Settlement Claims Administrator on or before sixty (60) days after the date the Notice Packets were initially mailed to the Mailing List (the "Claim Bar Date").

2. In the event that Plaintiff's Counsel or the Settlement Claims Administrator is contacted by a Putative Collective Member before the Claim Bar Date and the Putative Collective Member indicates that he or she did not receive the Notice Packet, the Settlement Claims Administrator shall mail an additional Notice Packet to the mailing address provided and any such person shall be permitted thirty (30) days from any re-mailing of the Notice to submit their claim form ("Re-mailing Opt-in Period").

3. In the event any Consent to Join Claim Form and Release is timely submitted but does not contain a signature or sufficient information to identify the Putative Collective Member, the Settlement Claims Administrator shall promptly provide the Putative Collective Member within seven (7) business days with a letter requesting the information that was not provided and giving the Putative Collective Member ten (10) days from the mailing of such cure letter to respond if it exceeds the sixty (60) day Notice period. Any Putative Collective Member who fails to respond timely to a cure letter, will not be considered a Qualified Claimant (as defined below).

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<sup>1</sup> The Named Plaintiff and the Opt-In Plaintiffs shall not have to file a claim to qualify for their payment.

4. In the event of any dispute over a Putative Collective Member's signature and/or the late submission of any claims, the Settling Parties will meet and confer in good faith to resolve the dispute, and if the Settling Parties are unable to reach an agreement, the Settlement Claims Administrator shall decide the dispute, and its decision will be final.

5. The Settlement Claims Administrator shall perform one skip trace as necessary.

6. The Putative Collective Members who timely return completed and executed Consent to Join Claim Forms and Releases will be considered "Qualified Claimants" entitled to receive their finalized share of the Net Settlement Fund (as defined in paragraph III(F)(1) below). The Parties agree that Named Plaintiff and the current Opt-In Plaintiffs will receive a payment as set forth herein and are already Qualified Claimants by virtue of their prior consent.

7. Within fifteen (15) business days after the Claim Bar Date or the Re-mailing Opt-in Period (whichever is later), the Settlement Claims Administrator shall provide to Duffy's Counsel and Plaintiff's Counsel a list of Qualified Claimants and shall provide electronic copies of all timely received and completed Consent to Join Claim Forms and Releases. In addition, within fifteen (15) business days after the Claim Bar Date or the Re-mailing Opt-in Period (whichever is later), the Settlement Claims Administrator shall provide to Duffy's Counsel and Plaintiff's Counsel the amount necessary to fund all Settlement Payments to Qualified Claimants as well as the Employer's Share of Payroll Taxes. Within ten (10) business days of receipt of the list of Qualified Claimants, Duffy's will provide the Settlement Claims Administrator only, the social security number for each Qualified Claimant to be used for tax purposes. However, if the dollar amount claimed equals or exceeds 30% of the Net Settlement Fund, then Duffy's has the option to terminate and void this Agreement.

8. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall maintain an electronic copy of all Consent to Join Claim Forms and Releases received by the Putative Collective Members to Counsel for Duffy's and Plaintiff's Counsel. The Settlement Claims Administrator shall also provide Counsel for Duffy's and Plaintiff's Counsel a register listing all Qualified Claimants, and the payment amount made to each Qualified Claimant, including the amount of tax withholdings and the Employer's Share of Payroll Taxes.

**B. Duffy's Payment Obligations**

1. Total Settlement Amount. In consideration for the dismissal with prejudice of the Litigation as well as the release of claims effected by this Agreement and other good and valuable consideration, Duffy's shall be obligated to pay a maximum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the "Total Settlement Amount") to settle the Litigation. Subject to the terms of this Agreement, the Total Settlement Amount is inclusive of payment for: (1) all settlement amounts to be paid to the Named Plaintiff, Opt-In Plaintiffs and Qualified Claimants; (2) all Attorneys' Fees (as defined in paragraph III(F)(1)(b) below); (3) all Litigation Costs (as defined in paragraph III(F)(1)(b) below) for Plaintiff's Counsel; (4) the \$10,000 additional consideration paid to Named Plaintiff ("Consideration Payment"); (5) cost of the Settlement Claims Administrator; and 6) the Qualified Claimants' share of applicable federal, state and local taxes required to be withheld by Duffy's. The Employer's Share of Payroll Taxes (as defined below) required to be paid by Duffy's shall be paid by Duffy's in addition to the Total Settlement Amount. All undistributed, unclaimed and/or unpaid amounts as described below in this Agreement after completion of the settlement process shall remain in the possession of Duffy's, unless otherwise indicated.



C. **Timing of Payment.** Within fourteen (14) days after the Settlement Claims Administrator provides Duffy's with the total needed to fund the settlement as well as necessary tax forms, wire instructions and other paperwork from the Settlement Administrator necessary for Duffy's to process a wire payment, Duffy's shall pay by wire transfer to a Qualified Settlement Fund ("QSF") established by the Settlement Claims Administrator, as set forth in paragraph III(E)(1) below the following: 1) an amount sufficient to fund the Attorneys' Fees and Litigation Costs; 2) Consideration Payment to Named Plaintiff; 3) an amount sufficient to fund all Settlement Payments to Qualified Claimant's as well as the Employer's Share of Payroll Taxes; and 4) costs of the claims administration.

D. **Settlement Claims Administration**

1. **Selection of Settlement Claims Administrator.** The Parties have agreed to use CAC Services Group (Jeff Johnson – jjohnson@cacservicesgroup.com) as the Settlement Claims Administrator.

2. **Settlement Claims Administrator Responsibilities.** The Settlement Claims Administrator shall be responsible in general for: (a) determining and finalizing the calculations of the tax withholding amounts and employer payroll tax amounts for the Named Plaintiff, Opt-In Plaintiffs, and Qualified Claimants, as applicable based upon the Individual Settlement Payments (as defined below) provided by Plaintiff's Counsel; (b) preparing, printing and disseminating to the Notice Packet and return envelope in a final form and format approved by Counsel for Duffy's and the Named Plaintiff; (c) copying counsel for the Settling Parties on material correspondence and promptly notifying all counsel for the Settling Parties of any material requests or communications made by any Putative Collective Member who receives Notice; (d) establishing, monitoring and maintaining an interactive settlement website as well as a toll-free phone number

to answer questions; (e) receiving and reviewing the Consent to Join Claim Forms and Releases submitted by Putative Collective Members; (f) confirming the final Settlement Payment in accordance with this Agreement; (g) mailing the settlement checks to Qualified Claimants; (h) wiring or issuing a check to Plaintiff's Counsel for attorneys' fees and expenses in accordance with this Agreement; (i) remitting all payroll tax obligations of Duffy's in accordance with this Agreement; (j) issuing W-2 and 1099 Forms for all amounts paid to Qualified Claimants; (k) ascertaining current address and addressee information for each Notice Packet returned as undeliverable; (l) responding to inquiries of the Putative Collective Members; (m) responding to inquiries of Plaintiff's or Duffy's Counsel; (n) promptly apprising counsel of the activities of the Settlement Claims Administrator; (o) maintaining adequate records of its activities, including the date of the mailing of Notice Packets and receipt of Consent to Join Claim Forms and Releases, returned mail and other communications and attempted written or electronic communications with the Putative Collective Members, and providing Counsel with weekly reports regarding the same; (p) confirming in writing to Plaintiff's and Duffy's Counsel its completion of the administration of the settlement and retaining copies of all endorsed settlement checks; (q) timely responding to communications from the Putative Collective Members; (r) issuing payment to the Named Plaintiff for the Consideration Payment; and (s) such other tasks as customarily and regularly performed by a Settlement Claims Administrator and as the Settling Parties mutually agree.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Claims Administrator related directly or indirectly to its duties under this Agreement, and any other related duties (collectively referred to as the "Settlement Administration Costs") shall be paid from the Total Settlement Fund.

4. Reporting by Settlement Claims Administrator. Throughout the period of claims administration, the Settlement Claims Administrator will provide such reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Notice Packets, the claims administration process, the receipt of Consent to Join Claim Forms and Releases and the amount of the Net Settlement Fund claimed, and distribution of the Settlement Checks or any other aspect of the claims administration process.

**E. Creation and Implementation of a Qualified Settlement Fund**

1. Establishing the Qualified Settlement Fund. The Settlement Claims Administrator shall prepare a Qualified Settlement Fund (the "Settlement Account"), intended by the Settling Parties to be a "Qualified Settlement Account" as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* The Settlement Account shall be established as a Qualified Settlement Account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Court.

2. Administering the Settlement Fund. The Settlement Claims Administrator shall serve as Trustee of the Settlement Account and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Amount, including the handling of tax-related issues and payments. The Settlement Claims Administrator shall act in a manner necessary to qualify the Settlement Account as a Qualified Settlement Account and to maintain that qualification. The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

**F. Allocation of the Settlement Fund**

1. Net Settlement Fund. The “Net Settlement Fund” means the remainder of the Total Settlement Amount after deductions for: (i) \$166,650.00 for Attorneys’ Fees and Litigation Costs; (ii) \$10,000 for the Consideration Payment to the Named Plaintiff, and (iii) payment to the Settlement Claims Administrator for claims administration costs in the amount of \$6,350.64.

a. Allocation of Net Settlement Fund. After payment for (1) the costs of the settlement administration, (2) Plaintiff’s Counsel’s attorney’s fees and costs, and (3) the Consideration Payment to the Named Plaintiff, the remaining net amount shall be allocated to the Qualified Claimants. All Qualified Claimants will receive an individual settlement that will represent their pro rata share based upon the amount of hours worked by Qualified Claimant. Within ten (10) business days of the Settlement Claims Administrator’s receipt of the wire transfer from Duffy’s to the QSF, in accordance with paragraph III(C), supra, the Settlement Claims Administrator shall mail the Qualified Claimants their settlement checks in accordance with paragraph III(D)(2)(g) as indicated herein.

b. Attorneys’ Fees and Costs Amounts. Plaintiff’s Counsel shall make an application to the Court for an award of attorneys’ fees and costs in the amount of \$166,650.00 (One Hundred Sixty-Six Thousand Six Hundred Fifty Dollars and Zero Cents). Duffy’s will not join in, nor will it oppose, Plaintiff’s Counsel’s request for fees and costs. Payment of such approved attorneys’ fees, and costs to Plaintiff’s Counsel shall be made in accordance with this Agreement. The Settlement Claims Administrator shall report the payment of these fees, expenses and costs to Plaintiff’s Counsel on an IRS Form 1099. Within ten (10) business days of the

Settlement Claims Administrator's receipt of the wire transfer from Duffy's to the QSF, in accordance with paragraph III(C), supra, the Settlement Claims Administrator shall pay to Plaintiff's Counsel by wire transfer or check the amount of Attorneys' Fees and Litigation Costs as indicated herein.

- c. Additional Consideration. The Settlement Claims Administrator shall pay as the Consideration Payment \$10,000.00 (Ten Thousand Dollars and Zero Cents) to the Named Plaintiff in addition to the Named Plaintiff's settlement amount, in exchange for Named Plaintiff signing a General Release Agreement to be drafted by Duffy's and attached to this Agreement as Exhibit 3. Duffy's will not oppose Plaintiff's Counsel's request for approval of the Consideration Payment. Payment of such approved Consideration Payment shall be within ten (10) business days of the Settlement Claims Administrator's receipt of the wire transfer from Duffy's to the QSF.

**G. Payments to Qualified Claimants**

1. Timing of Payments. Within fifteen (15) business days after the Claim Bar Date or Remaining Opt-In Period (whichever is later), the Settlement Claims Administrator shall calculate the Estimated Settlement Awards net of the employee side taxes. Only Qualified Claimants shall be entitled to receive an Individual Settlement Payment. The Settlement Claims Administrator will transmit the Individual Settlement Payment by first-class U.S. Mail to the last known address for such Qualified Claimant, or such other address provided to the Settlement Claims Administrator, within thirty (30) business days after the Duffy's wires the settlement payment to the QSF, in accordance with the withholding and reporting requirements set forth below.

2. Taxes on the Individual Settlement Payments. The Individual Settlement Payments attributed to the Qualified Claimants shall be allocated 50% to back wages and 50% to liquidated damages and interest. The back wages shall be subject to all required employee-paid payroll taxes (federal income taxes, state income taxes, employee's share of FICA and FUTA taxes, and other state or local-specific statutory deductions) and other authorized or required deductions (garnishments, tax liens, child support, etc.). The liquidated damages and interest shall be treated as non-wage income to the Qualified Claimant. The Settlement Claims Administrator shall report the back wage payments to the Internal Revenue Service ("IRS") on IRS Form W-2 and shall report the liquidated damages, interest and Service Payments on IRS Form 1099.

3. Tax Advice. Named Plaintiff acknowledges and agrees that she has not relied upon any advice from Duffy's or its counsel or Plaintiff's Counsel as to the taxability of the payments received pursuant to this Agreement.

4. Negotiation of Settlement Checks. Qualified Claimants shall have one hundred and twenty (120) days after the date on the settlement checks (the "Check Issuance Date") in which to negotiate the checks. If any Qualified Claimant does not negotiate his or her settlement check within 120 days after the Check Issuance Date, the check will be void and the gross amount of the Individual Settlement Payment shall revert to Duffy's. Any such Qualified Claimant who does not negotiate his/her settlement check by the Check Issuance Date shall not be bound by the release of claims and his/her to join this case shall be null and void.

**H. Payments Back to Duffy's**

The Settling Parties agree that any funds remaining in the Qualified Settlement Fund one-hundred twenty (120) days after all of the following payments have occurred: (1) the issuance of checks to all Qualified Claimants; (2) Plaintiff's Counsel for all attorneys' fees and costs; (3)

Consideration Payment to the Named Plaintiff, (4) Settlement Administration costs, and (5) all applicable taxing agencies for all applicable federal, state and local income taxes, shall revert to Duffy's and must be returned to Duffy's within ten (10) business days after expiration of the one-hundred twenty (120) day period referenced in this paragraph H.

#### **IV. RELEASE**

A. Release By Qualified Claimants. Conditioned upon the Court's approval of the settlement, and in exchange for the monetary consideration recited in this Agreement, the Named Plaintiff who signs this Settlement Agreement and each Qualified Claimant shall waive, release and forever discharge Duffy's, including its current and former owners, affiliates, parents, subsidiaries, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, benefit plans, predecessors and successors (collectively with Duffy's, the "Released Parties") from any and all wage and hour claims under Federal and applicable state and local law that accrue from June 19, 2019 through February 3, 2025, including, without limitations, all state and federal claims for unpaid minimum wages, straight time wages, overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses ("Released Wage Claims"). This paragraph shall be construed broadly to include the maximum extent of "wage and hour" claims including any claims related to the amount or timing of any payment of wages. Such release includes but is not limited to state law wage payment and wage assignment statutes.

#### **V. NOTICES**

A. Form and Delivery of Communications. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:

Michael Miller, Esq.  
USA EMPLOYMENT LAWYERS  
JORDAN RICHARDS, PLLC  
Fort Lauderdale, FL 33316  
Ph: (954) 871-0050  
Michael@usaemploymentlawyers.com

Counsel for Duffy's:

B. Tyler White, Esq.  
JACKSON LEWIS, P.C.  
501 Riverside Avenue, Suite 902  
Jacksonville, FL 32202  
(904) 638-2665  
Tyler.white@jacksonlewis.com

**VI. REPRESENTATION BY COUNSEL**

All the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel.

**VII. MODIFICATION OF AGREEMENT**

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties and as approved by the Court.

**VIII. NO PUBLICITY**

A. The Parties (including their counsel) shall not issue any press release, website posting or issue any social media content about the terms of the Settlement Agreement. The Settling Parties shall respond to media only with the acknowledgment that "the matter was amicably resolved."

B. Notwithstanding the foregoing, the Named Plaintiffs, Plaintiff's Counsel, the Defendants and the Defendants' counsel shall have the right to disclose this Agreement as may be



required under federal or state tax and/or securities laws, under generally accepted accounting principles and under the ethical rules governing the professional conduct of attorneys, and may disclose the Settlement in filings in any court. Nothing herein shall limit the ability of Plaintiff's Counsel and Named Plaintiffs to communicate with Collective Members, or their representatives.

C. Nothing in this Settlement Agreement shall prohibit Plaintiff's Counsel or the Defendants' Counsel from disclosing information concerning this Settlement Agreement to the Claims Administrator and to their employees or their agents to effectuate the terms of this Settlement Agreement. Moreover, nothing in this Settlement Agreement shall prohibit Defendants from disclosing information concerning this Settlement Agreement to their employees or agents to the extent necessary to effectuate the terms of this Settlement Agreement or to other individuals who otherwise have a need to know the terms of this Settlement Agreement. Defendants and their counsel may also disclose the terms of this Settlement Agreement in connection with seeking indemnification and/or contribution from any other person(s) or entit(ies). The Parties may also disclose information concerning this Agreement to their respective counsel and tax, audit, and legal advisors.

D. Plaintiff's Counsel will promptly notify Defendants' Counsel of any third-party legal demand that they disclose information pertinent to the Settlement or this Settlement Agreement.

#### **IX. CONSTRUCTION AND INTERPRETATION**

A. Entire Agreement. This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the parties.

This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement, or any specific term or condition thereof. The Named Plaintiff and Duffy's participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither the Named Plaintiff nor Duffy's may claim that any ambiguity in this Agreement should be construed against the other.

B. Controlling Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of Florida, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws, and shall be subject to the continuing jurisdiction of the Court.

C. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be void, voidable, unlawful or unenforceable, except the Release, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

#### **X. COUNTERPARTS**

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

**XI. BINDING EFFECT**

This Agreement is binding upon and shall inure to the benefit of the Settling Parties to this Agreement. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of Duffy's as well as its present and former owners, stockholders, predecessors, successors, joint ventures, assigns, agents, directors, officers, board members, employees, representatives, insurers, attorneys, parents, subsidiaries, affiliated divisions and companies, and all persons acting by, through, under or in concert with any of them. Also, without limiting the foregoing, this Agreement shall be binding upon the heirs, assigns, administrators, executors, beneficiaries, conservators, and successors of all Qualified Claimants.

**XII. ATTORNEY FEES, COSTS AND EXPENSES**

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of the Litigation and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party.

**XIII. AUTHORITY OF COUNSEL**

A. Facsimile, Electronic, and Email Signatures. Any Settling Party may execute this Agreement by signing or by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, email, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature

for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile or email.

B. Voluntary Signature. All Settling Parties agree that they have signed this Agreement or authorized their counsel to sign this Agreement on their behalf, knowingly, voluntarily, with full knowledge of its significance, and without coercion.

C. Warranty of Counsel. Plaintiff's Counsel warrant and represent that they are expressly authorized by the Named Plaintiff to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms. Counsel for Duffy's warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by Duffy's pursuant to this Agreement to effectuate its terms.

DATED: <u>4/29/2025</u> , 2025	DUFFY'S HR, INC.; DUFFY'S HOLDINGS, INC. By: <u>[Signature]</u> Print: <u>Joe Webb</u> Its: <u>CEO</u>
DATED: <u>04/28/2025</u> , 2025	TRACY SHAW <u>Tracy Shaw</u> <small>Tracy Shaw (Apr 28, 2025 17:24 EDT)</small>