

NOTICE OF COLLECTIVE ACTION SETTLEMENT

<ClaimID> <Barcode>
<FirstName> <LastName>
<Address>
<City> <State> <Zip>

IN THE SEVENTEENTH JUDICIAL CIRCUIT COURT
IN AND FOR BROWARD COUNTY, FLORIDA
CASE NO. CACE-24-013956

If you worked as a Server, Bartender, Barback, Busser, Front of House Trainee, Food Runner, Host (Front Door), To-Go Server, Server Assistant, and/or Service Bartender for Duffy's at 1804 Cordova Road, Fort Lauderdale, FL 33316 Between June 19, 2019 and June 30, 2024, you may be entitled to a payment from a collective action lawsuit settlement.

A Florida Circuit Court Judge authorized this notice. This is not a solicitation from a lawyer.

- In September 2024, Tracy Shaw, a former server, bartender, and service bartender ("Plaintiff") of Duffy's Hr, Inc. and Duffy's Holdings, Inc. ("Defendants") at its restaurant at 1804 Cordova Road, Fort Lauderdale, FL 33316, brought this lawsuit alleging that Defendants failed to pay the full minimum wage during periods of time when tipped employees worked for Defendants. Specifically, the Plaintiff alleged that she and other tipped workers did not receive proper notice from Defendants that they would be taking a tip credit against their wages. The Plaintiff sought unpaid wages at the full minimum wage rate. Defendants denied the allegations and argued that at all times its employees were properly paid and received proper tip credit notice.
- In February 2025, the Parties participated in mediation and reached an agreement for a settlement on a collective action basis as defined above. You were listed as a putative collective member.
- To avoid the burden, expense, inconvenience, and uncertainty of continued litigation, the parties have concluded that it is in their best interests to resolve and settle the action by entering into a settlement agreement. Accordingly, the Plaintiff and Defendants have agreed to a settlement, the terms of which are set forth in the parties' Collective Action Settlement Agreement, which has been approved by the Court. Defendants have agreed to pay up to a maximum settlement amount of \$500,000.00 (the "Maximum Settlement Amount") to be allocated among the participating Collective Members, as well as to pay attorneys' fees, litigation costs, and the expenses of administering the settlement.

- By signing, dating, and returning the corresponding Claim Form, you agree to be bound by the Settlement Agreement, you consent to become a party plaintiff to this action under the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), and you agree to fully, finally and forever release, remise, and discharge Defendants Duffy’s HR, Inc. and Duffy’s Holdings, Inc. (including their parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present officers, directors, agents, representatives, attorneys and employees) (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. 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.
- This case has settled and you have a right to participate in the settlement.¹ Your individual settlement is based on the number of hours that you worked for Defendants during the relevant time period. You were then allocated your proportionate share of the settlement.
- Under the allocation formula created by the settlement, you are entitled to receive an anticipated settlement payment of which will be reported half on a W-2 and half on a 1099.
- You may contact the Claims Administrator by phone at (866) 602-2260 or visit the Settlement Website at www.ShawDuffysSettlement.com to obtain the amount of your anticipated settlement payment.
- Your Individual Settlement Payment may be subject to a tax breakdown of 50% W-2 wages, and 50% 1099 non-wage income. No tax advice is being provided and you can consult with a tax advisor if you have questions about the tax treatment of this payment. You are advised to seek your own personal tax advice prior to acting in response to this Notice.
- This amount is based on a formula that takes into account the number of hours you worked at a tip credit rate between June 19, 2019 and June 30, 2024 (the “Relevant Period”). As described more fully below in Section 6 of this Notice, to participate in the settlement and receive a settlement payment, you must return a properly completed Claim Form so that it is received by the Claims Administrator and postmarked no later than **September 8, 2025**. If you fail to timely return a completed Claim Form, you will not receive a settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CLAIM FORM AND RECEIVE A PAYMENT	By timely returning a properly completed Claim Form, you will agree to participate in the FLSA settlement, release your claims, and receive an the estimated settlement payment. You will also release any wage and hour claims you may have against the Released Parties for the Relevant Period, including those under the FLSA. To receive a settlement payment, you must submit your Claim Form by email or U.S. Mail such that it is postmarked or otherwise received by September 8, 2025.
DO NOTHING	If you do not return the Claim Form, you will receive no payment. Despite not receiving payment, you will not release your FLSA wage and hour claims against the Released Parties, as set forth in the Settlement Agreement.

- These rights and options, and the deadlines to exercise them, are explained in this notice.

¹ There are certain conditions that would enable Duffy’s to have the option to back out of the settlement.

BASIC INFORMATION

1. Why did I get this notice?

Defendants' records state that you were employed by Defendants as a Server, Bartender, Barback, Busser, Front of House Trainee, Food Runner, Host (Front Door), To-Go Server, Server Assistant, and/or Service Bartender for Duffy's at 1804 Cordova Road, Fort Lauderdale, FL 33316 Between June 19, 2019 and June 30, 2024. The Court ordered that you be sent this notice because you have a right to know about the settlement of this collective action lawsuit. This notice explains the lawsuit, the settlement, your legal rights, and what benefits are available.

The Court approved this settlement in the Seventeenth Judicial Circuit Court in and for Broward County, Florida. This lawsuit is known as *Tracy Shaw, on behalf of herself and all others similarly situated v. Duffy's HR, Inc. and Duffy's Holdings, Inc.*, Case No. CACE-24-013956.

2. What is this lawsuit about?

This lawsuit is about whether Defendant violated the FLSA as a result of alleged improper notice of the use of the tip credit. Specifically, the Plaintiff contends, that Defendant did not provide sufficient notice to tipped employees that they were utilizing the tip credit. Defendant denies that it did anything wrong.

3. Why is there a settlement?

The Court did not decide in favor of either side. Both sides believe they would have prevailed in this case, but there was no decision ruling in favor of either party. Instead, both sides agreed to a settlement. That way, they will all avoid the cost of a trial, the risk of losing, and the delay of litigating the case and of potential appeals, and the people affected will get compensation.

THE SETTLEMENT BENEFITS – WHAT YOU GET

4. What does the settlement provide?

Defendant has agreed to pay up to a total maximum amount of \$500,000.00 as a part of the Collective Settlement Agreement. This amount covers settlement payments to participating Collective Members, Collective Counsel's attorneys' fees and costs, the Named Plaintiff, and the costs of administering the settlement.

5. How much will my payment be?

Based on the formula that has been preliminarily approved by the Court, you will be entitled to receive a settlement payment of **<Payment>**, which will be reported half on a W-2 and half on a 1099. The allocation formula takes into account the number of hours worked by you during the Relevant Time Period at a tip credit rate. In order to receive a settlement payment, you will need to timely return the Claim Form. The Collective Settlement Agreement contains the exact allocation formula. You can get a copy of the Settlement Agreement by sending a request, in writing, to the Claims Administrator at the address set forth in Section 6 below.

HOW YOU GET A PAYMENT

6. How can I get my payment?

You will receive your payment, you must return a properly completed Claim Form to the Claims Administrator postmarked or otherwise received by email by September 8, 2025. You must return your Claim Form by U.S. mail or email, and may send it in the enclosed pre-paid envelope to:

CAC Services Group
6420 Flying Cloud Dr Ste 101
Eden Prairie, MN 55344
(866) 602-2260
info@cacsgr.com

If you do not return the Claim form by September 8, 2025, then you will not receive any payment.

THE LAWYERS REPRESENTING YOU

7. Do I have a lawyer in this case?

The Court has decided that Michael Miller and Jordan Richards of USA Employment Lawyers – Jordan Richards, PLLC are qualified to represent you and all Collective Members. These lawyers are called “Counsel for the Collective.” You will not be charged for these lawyers. You do not need to retain your own attorney in order to participate in the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense. Counsel for the Collective’s contact information is below:

Michael Miller
Jordan Richards
USA Employment Lawyers – Jordan Richards, PLLC
1800 S.E. 10th Avenue, Suite 205
Ft. Lauderdale, FL 33316

8. How will the lawyers be paid?

Counsel for the Collective has requested and the Court has approved payment of \$166,650.00 for attorneys’ fees and costs. Those fees compensate Counsel for the Collective for investigating the facts, litigating the case, and negotiating the settlement. The cost of the Claims Administrator and the payment to the Named Plaintiff in the amount of \$10,000.00 have also been deducted from the Maximum Settlement Amount.

9. What are the effects of not participating in the settlement?

If you decide not to participate in this settlement, you will not participate or receive any settlement proceeds. If you want to initiate your own individual lawsuit against the Defendants regarding these claims, you should not join this lawsuit. You should be aware that claims asserted under the FLSA, such as those alleged here, are subject to a statute of limitations that may impact your right to recover.

GETTING MORE INFORMATION

10. Are there more details about the settlement?

This notice summarizes the approved settlement. More details are in the Settlement Agreement. If there are any discrepancies between this notice and the Settlement Agreement, the Settlement Agreement will control. You can get a copy of the Settlement Agreement by sending a request, in writing, to the Claims Administrator at the address set forth in Section 6 above.

11. How do I get more information?

If you have other questions about the settlement, you can contact the Claims Administrator or Counsel for the Collective.

**THIS NOTICE WAS AUTHORIZED ON MAY 9, 2025 BY THE HONORABLE JUDGE SHARI AFRIK
OLEFSON OF THE SEVENTEETH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA**

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

DATED: JULY 9, 2025