

If you were a tipped staff employed by Pineda Inn Bar & Grill, you may be entitled to benefits under a class action lawsuit.

A court authorized this Notice. This is not a solicitation from a lawyer.

- A proposed settlement will provide \$120,000.00 in payments (the "Settlement Funds") to fully settle and release claims of the following individuals:
All tipped staff employed by Pineda Inn Bar & Grill who had a "tip credit" applied to their hourly wage during the relevant time period of April 2021 through August 2023 who were not paid minimum wage compensation as required by the Florida Minimum Wage Act (the "Class").

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Court; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.
- Defendants deny Plaintiff's allegations and denies any wrongdoing whatsoever. The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses. By entering into the settlement, Defendants have not conceded the truth or validity of any of the claims against it.
- **To receive a payment of \$2.00 per hour for non-tipped work performed between April 2021 through August 2023, You must fill out an Online Claim Form and select a payment method. Your rights and options, and the deadlines to exercise them, are explained in this Notice. Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
MAKE A CLAIM	To obtain money from the settlement you must make a claim. To make a claim, you must fully complete the Claim Form that was sent to you and mail it to the Settlement Administrator postmarked by October 23, 2026 , or submit an online claim form at www.PinedaInnSettlement.com by October 23, 2026 .
EXCLUDE YOURSELF OR "OPT-OUT" OF THE SETTLEMENT	If you ask to be excluded, you will not receive a payment. This is the only option that allows you to pursue your own claims against Defendant or other released parties related to a released claim. The deadline for excluding yourself is November 3, 2026 .
OBJECT TO THE SETTLEMENT	If you wish to object to the settlement, you must write to the Court about why you believe the settlement is unfair in any respect. The deadline for objecting is November 3, 2026 .
DO NOTHING	If you do nothing, you will not receive a payment from the settlement but you will give up your rights to sue Defendant or any other released parties related to a released claim.

GO TO THE FINAL APPROVAL HEARING

You may attend the Final Approval Hearing. At the Final Approval Hearing you may ask to speak in Court about the fairness of the settlement. To speak at the Final Approval Hearing, you must file a document that includes your name, address, telephone number and your signature with the Court, which must also state your intention to appear at the Final Approval Hearing. This must be filed no later than **November 3, 2026**.

- These rights and options-and the deadlines to exercise them-are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments (*i.e.* Settlement Award Checks) will be disbursed if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. What is the purpose of this Notice?

The purpose of this Notice is to inform you that a proposed Settlement has been reached in the putative class action lawsuits entitled *Zoe Purvis-Wolf vs. IR Tiki LLC d/b/a Pineda Inn Bar & Grill*, which was filed in the Circuit Court of Brevard County. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the settlement and your rights under it.

2. What does it mean if I received an email or postcard about this settlement?

If you received a letter describing this settlement, it is because Defendant's records indicate that you may be a member of the Settlement Class. The members of the Settlement Class include:

All tipped staff employed by Pineda Inn Bar & Grill who had a "tip credit" applied to their hourly wage during the relevant time period of April 2021 through August 2023, who were not paid minimum wage compensation as required by the Florida Minimum Wage Act

Excluded from the Settlement Class are: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Court; (3) the immediate families of the preceding person(s); (4) any Released Party; and (5) any Settlement Class Member who timely opts out of this Action.

3. What is this class action lawsuit about?

In a class action, a person called a Class Representative (here, Plaintiff) sues on behalf of people who allegedly have similar claims. This group is called a class and the persons included are called class members. One court resolves the issues for all of the class members, except for those who exclude themselves from the class.

Here, Plaintiff filed a putative class action lawsuit in Brevard County Circuit Court asserting that Pineda Inn applied a tip credit for non-tipped employees during from April 2021 to August 2023 in violation of the Florida Minimum Wage Act. Defendant has denied all liability and presented defenses to the claim prior to entering in to this Class Settlement. The Court has conditionally certified a class action for settlement purposes only. The Honorable Patricia Strowbridge is in charge of this action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, the parties agreed to this settlement. This way, the parties avoid the risk and cost of a trial, and the Settlement Class members will receive compensation. Plaintiff and Class Counsel think the settlement is best for all persons in the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

5. How do I know if I am a part of the settlement class?

The Court has certified a class action for settlement purposes only. The Settlement Class is defined as:

All tipped staff employed by Pineda Inn Bar & Grill who had a “tip credit” applied to their hourly wage during the relevant time period of April 2021 through August 2023, who were not paid minimum wage compensation as required by the Florida Minimum Wage Act

A "Settlement Class Member" is any person in the Settlement Class who is not validly excluded from the Settlement Class. If you are still not sure whether you are included, you can visit other sections of the Settlement Website, www.PinedaInnSettlement.com, or you may write to the Settlement Administrator at Purvis-Wolf v Pineda, c/o Settlement Administrator, PO Box 23698, Jacksonville, FL 32241, for more information.

THE LAWYERS REPRESENTING YOU

6. Do I have lawyers in this case?

The Court has appointed the law firm of Grossman Law, P.A. as Class Counsel to represent you and the other persons in the Settlement Class. You will not be personally charged by this lawyer.

7. How will Class Counsel be paid?

Class Counsel will ask the Court to approve payment of up to \$70,000, including reasonable expenses. Class Counsel also will ask the Court to approve payment of \$5,000 to Plaintiff for her services as Class Representatives. The Court may award less than these amount.

THE SETTLEMENT BENEFITS- WHAT YOU GET

8. What does the settlement provide?

Cash Payments. All Settlement Class Members who submit valid Claim Forms will receive a cash payment of \$2.00 per hour for non-tipped work during the Class Period, April 2021 to August 2023, which totals \$120,000.00 for all class members.

9. How much will my payment be?

If you file a valid claim form, you will be paid \$2.00 per hour for non-tipped work performed between April 2021 through August 2023 in the payment method you select on the claim form.

10. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the settlement, you will be part of the Settlement Class and will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot rely on any Released Claim to sue, or continue to sue, Defendant or other Released Parties, on your own or as part of any other lawsuit, as explained in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. Unless you exclude yourself from the Settlement, you will agree to release Defendant and all other Released Parties, as defined in the Settlement Agreement, from any and all claims for damages that arise under the Florida Minimum Wage Act.

If you have any questions about the Release or what it means, you can review the Settlement Agreement at www.PinedaInnSettlement.com, speak to Class Counsel, listed under Question 6, for free; or, at your own expense, you may talk to your own lawyer. The Release does not apply to persons in the Settlement Class who timely exclude themselves.

HOW TO OBTAIN A PAYMENT

11. How can I get a payment?

To obtain a payment from the settlement you must make a claim. To make a claim, you must submit an online claim form at www.PinedaInnSettlement.com by **October 23, 2026**. If your claim is approved, payment will be sent to you in the manner you select.

WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT?

12. When would I receive a settlement payment?

The Court will hold a hearing on **November 17, 2026, at 2:15 pm** to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Class Members will be informed of the progress of the settlement through information posted on the Settlement Website at www.PinedaInnSettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the settlement?

If you want to keep the right to sue, or continue to sue Defendant or a Released Party, as defined in the Settlement Agreement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting-out of, the Settlement Class.

A Settlement Class Member who wishes to exclude himself or herself from this Settlement, and from the Release pursuant to this Settlement, shall submit a written Opt-Out Request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out/Objection Deadline. Opt-Out Requests must: (i) be timely submitted by the Opt-Out/Objection Deadline; (ii) be signed by the person in the Settlement Class who is requesting to be excluded from the Settlement Class; (iii) include the name and address of the person in the Settlement Class requesting exclusion; and (iv) include a statement or words to the effect of the following: "I request to be excluded from the SPM Property Management FRLTA Settlement, and

understand that by doing so I will not be entitled to receive any of the benefits from the settlement." No person may exclude any other person from the Settlement Class.

To be valid, you must mail your exclusion request postmarked no later than November 3, 2026, to the Settlement Administrator at Purvis-Wolf v Pineda, c/o Settlement Administrator, PO Box 23698, Jacksonville, FL 32241.

14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant or any Released Parties for the claims that this settlement resolves.

15. If I exclude myself, can I get a benefit from this settlement?

No. If you exclude yourself, you will not receive a settlement payment and you cannot object to the settlement.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not think the settlement is fair?

If you are in the Settlement Class, you can object to the settlement or any part of the settlement that you think the Court should reject, and the Court will consider your views. If you do not provide a written objection in the manner described below, you shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the settlement, or the award of any attorneys' fees and expenses, and/or any proposed service award.

To object, you must make your objection in writing, stating that you object to the Settlement. To be considered by the Court, you must personally sign the objection and provide the following information with it: (i) full name, current address, and current telephone number; (ii) documentation sufficient to establish membership in the Settlement Class; (iii) a statement of reasons for the objection, including the factual and legal grounds for the objector's position; and (iv) copies of any other documents the objecting Settlement Class Member wishes to submit in support of his/her/its position. **To be considered, you must file your objections with the Court and mail your objections to the addresses below no later than November 3, 2026.**

To the Class:

Tanner Riche, Esq.
Grossman Law, P.A
545 Delaney Avenue, Bldg. 3
Orlando, FL 32801
Tel: (407) 601-0024
triche@grossmanlaw.law

To the Defendant

Dane C. Rohr, Esq.
Marshall Dennehey
315 E. Robinson St., Ste.
550, Orlando, FL 32801
Tel: 407-420-4380
Dcrohr@mdwecg.com

17. What is the difference between objecting and excluding yourself?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself means that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from settlement but you will give up your rights to sue Defendant or any other released parties related to a released claim. For information relating to what rights you are giving up, see Question 10.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **2:15 p.m. on November 17, 2026**, via Zoom. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements in Question 16 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

The Final Approval Hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website for updates.

20. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing, but only in connection with an objection that you have timely submitted to the Court according to the procedure set forth in Question 16 above. To speak at the Final Approval Hearing, you must also file a document with the Court stating your intention to appear. For this document to be considered, it must include your name, address, telephone number and your signature. The document must be filed with the Court no later than **November 3, 2026**. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the proposed settlement. You can get a copy of the settlement agreement by visiting the Settlement Website, www.PinedaInnSettlement.com, or you can write to the address below. You can also call Class Counsel with any questions at (815) 999-9130.

DO NOT CALL OR WRITE TO THE COURT, THE CLERK OF THE COURT, DEFENDANT, OR DEFENDANT'S COUNSEL ABOUT THE SETTLEMENT.