

SETTLEMENT AGREEMENT AND RELEASE

I. PREAMBLE

1. This Settlement Agreement is made and entered into as of the dates of Execution set forth below, by and among: (1) Plaintiff Zoe Purvis-Wolf, individually and on behalf of the Settlement Class; (2) Settlement Class Members; and (3) IR Tiki, LLC d/b/a Pineda Inn Bar & Grill and Sandeep Patel, individually.

II. DEFINITIONS

2. “**Action**” means the pending action styled *Zoe Purvis-Wolf vs. IR Tiki, LLC d/b/a Pineda Inn Bar & Grill and Sandeep Patel, individually* (Case No. 05-2025-CA-028369, Brevard County, Florida).

3. “**Agreement**” means this Settlement Agreement and Release.

4. “**Attorneys’ Fees and Litigation Expenses**” means the attorneys’ fees and litigation expenses to be requested by Class Counsel subject to Court approval in accordance with this Agreement to be paid by Defendant directly to Class Counsel and not part of the Settlement Fund.

5. “**Claimant**” means any Settlement Class Member who does not timely opt out of the Settlement.

6. “**Class Counsel**” means Michael Grossman, Esquire and Tanner Riche, Esquire of Grossman Law, P.A.

7. “**Class List**” means the list of approximately 81 Settlement Class Members (including email address and last known U.S. address (in the event the email is undeliverable), which Defendant shall produce to the Settlement Administrator within 14 days of Execution of this Agreement.

8. “**Class Period**” means the period from April 2021 through August 2023.

9. “**Court**” means the Circuit Court of Brevard County, Florida.

10. “**Defendant**” means IR Tiki, LLC d/b/a Pineda Inn Bar & Grill and Sandeep Patel, individually.

11. “**Escrow Account**” means an escrow account to be created and administered by the Settlement Administrator to receive and disburse Settlement Funds in accordance with this Agreement.

12. “**Execution**” means the signing of this Agreement by all signatories hereto.

13. “**Final Approval Hearing**” means the hearing during which the Court considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of Attorneys’ Fees and Litigation Expenses awarded to Class Counsel and

the amount of any Settlement Class Representative Incentive Payment.

14. “**Final Approval Order**” means the final judgment and order of dismissal approving the Settlement and dismissing the Action with prejudice, which the Parties agree to propose substantially in the form attached hereto as [Exhibit 1](#). “Final Approval” occurs on the date that the Court enters the Final Approval Order.

15. “**Long Form Notice**” means the detailed notice of the Settlement that describes the material terms of the Settlement; the rights and options of Settlement Class Members (including how to submit a Claim, object, or opt out); key deadlines; and other information required by applicable law. The Long Form Notice will be made available exclusively on the Settlement Website and will not be mailed to Settlement Class Members, the Long Form Notice appears as [Exhibit 2](#) attached hereto.

16. “**Notice**” means the notice of proposed class action settlement, together with the Claim Form, that the Parties will ask the Court to approve in connection with the motion for Preliminary Approval of the Settlement, substantially in the form attached hereto as [Exhibit 3](#).

17. “**Notice and Administration Costs**” means any and all costs and fees associated with administering the Settlement by the Settlement Administrator, including, but not limited to, mailing costs, printing costs, taxes and tax-related expenses incurred by or in connection with handling the Settlement Funds, all costs of providing notice to the Settlement Class, costs for creating the Notice, Website Notice, and any different or additional notice that might be ordered by the Court and any other costs associated with administering the Settlement. These costs will be paid by Defendant directly to the Settlement Administrator, which are estimated to be around \$25,000, and not part of the Settlement Fund.

18. “**Notice Deadline**” means the date the Court sets for Notice to be provided to the Settlement Class in accordance with the Agreement. The Parties agree to propose that the Notice Deadline be twenty one (21) days following the entry of the Preliminary Approval Order, unless extended by the Court.

19. “**Online Claim Form**” means the document substantially in the form attached hereto as [Exhibit 4](#).

20. “**Opt-Out Request**” means a request by a Settlement Class Member to exclude himself or herself from the Settlement Class using the procedures set forth in this Agreement.

21. “**Opt-Out/Objection Period**” means the approximately 60-day period that begins the day Notice is first sent and ends on the opt out and objection deadline specified by the Court. The deadline for Settlement Class Members to opt out of the Settlement or to object to the Settlement will be specified in the Notice.

22. “**Parties**” means Plaintiff and Defendant.

23. “**Plaintiff**” means Zoe Purvis-Wolf, individually and on behalf of the Settlement Class.

24. ***“Preliminary Approval”*** means the Court’s Order Granting Preliminary Approval of the Agreement.

25. ***“Preliminary Approval Order”*** means the proposed Order granting preliminary approval substantially in the form attached hereto as **Exhibit 5**.

26. ***“Release”*** means the release of the Released Claims against the Released Parties by the Releasing Settlement Class Members.

27. ***“Released Claims”*** means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorney’s fees of any nature whatsoever, whether based on any federal law, state law, common law, or of any other type or form (whether in contract, tort, or otherwise, including statutory, common law, property, and equitable claims), which Plaintiff or any settlement Class Member has or may have arising out of their employment by Defendant or which Defendant may have against Plaintiff or any Settlement Class Member(s) arising out of his or her employment by Defendant. This Settlement does not include any claims for personal injuries.

28. ***“Released Parties”*** means Defendant and all of their affiliates, wholly-owned subsidiaries, present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, holding companies, investors, divisions, associates, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, vendors, accountants, fiduciaries, financial and other advisors, investment bankers, insurers, reinsurers, employee benefit plans, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, or other individuals or entities in which Defendant had a controlling interest or which are affiliated with Defendant, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities.

29. ***“Releasing Settlement Class Members”*** means Plaintiff and all Settlement Class Members, other than those who submit timely and proper Out-Out Requests.

30. ***“Settlement”*** means the compromise and settlement of the Action as contemplated by this Agreement.

31. ***“Settlement Administrator”*** means the settlement administration company approved by the Court. The Settlement Administrator shall be responsible for providing the class Notice as well as the services related to the administration of the Settlement that are addressed and defined herein.

32. ***“Settlement Award”*** means the sum equal to \$2.00 per hour worked during the period April 2021 through August 2023, to which a tip credit was applied, available to each eligible Settlement Class Members who do not timely opt-out of the Settlement and submits a valid Online Claim Form.

33. ***“Settlement Class”*** means the individuals defined and identified as follows:

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 FMWA.

The following are excluded from the Settlement Class: (1) the judge presiding over this case; (2) the judges of the Florida Appellate Courts; (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, (6) any counsel of record, and (7) any class member who had already released the claims at issue in this Agreement with Defendant.

34. “**Settlement Class Members**” means the Settlement Class Representative and all members of the Settlement Class.

35. “**Settlement Class Representative**” means Zoe Purvis-Wolf, the person Class Counsel shall request to be appointed by the Court as Class Representative for purposes of the Settlement Class. Plaintiff is also a member of the Settlement Class.

36. “**Settlement Class Representative Incentive Payment**” means the additional amount Plaintiff may request she be paid as Class Representative under this Agreement.

37. “**Settlement Effective Date**” means the date by when both of the following have occurred: (a) the Court enters a Judgment and the Final Approval Order, and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Class Member objects to the Agreement, one (1) day after the Court enters the Judgment; (b) if one or more Class Members object to the Agreement but no timely appeal is filed, 31 (thirty-one) days after the Court enters the Judgment; (c) if one or more Class Members object to the Agreement and a timely appeal is filed, two (2) days after the appellate court affirms the Judgment and issues a remittitur.

38. “**Settlement Fund**” means the \$120,000.00 to be paid by Defendant pursuant to this Agreement for the purpose of paying Settlement Awards. Defendant shall make an initial deposit of \$60,000, which represents an initial 50% funding of the maximum \$120,000 that Defendant may be required to pay into the Settlement Fund. Once the initial \$60,000 is drawn down to a \$10,000 balance, Defendant will deposit an additional \$10,000, and this pattern will continue until the maximum of \$120,000 has been fully funded, if necessary.

III. RECITALS

39. In January 2026, counsel for the Parties engaged in settlement discussions where the Parties reached a mutual understanding of the material terms of this Agreement.

40. Plaintiff and Class Counsel believe this Action is meritorious. Class Counsel thoroughly investigated the case and diligently pursued Plaintiff’s and the Settlement Class Members’ claims against Defendant, including, but not limited to: (i) exchanging informal discovery; (ii) obtaining and analyzing relevant class data-related information; and (iii) researching the applicable law and the potential defenses. Based on its full and, independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, adequate, and in

the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses raised by Defendant, class certification risk, summary judgment risk, trial risk and appellate risk.

41. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged and asserts its actions comply with all applicable provisions of federal and state law and that it is not liable for any of the claims asserted. Defendant also continues to assert the Action fails to meet the prerequisites necessary for class action treatment under applicable law but, despite this belief, will not oppose certification of the Settlement Class contemplated by this Agreement for purposes of effectuating this Settlement. Other than for purposes of this Settlement, Defendant does not waive its objections to certification of the Settlement Class.

42. The Parties contemplate that entry of the Final Approval Order shall dismiss with prejudice Plaintiff's and the Settlement Class Members' claims against Defendant and the Released Parties, with the exception of claims of Settlement Class Members who properly exclude themselves from the Settlement, if any, in accordance with the Opt-Out Process described in this Agreement. Defendant shall retain any existing defenses to such excluded claims. The Parties agree to cooperate in good faith and take all steps reasonable and appropriate to obtain preliminary and final approval of this Settlement, and to effectuate its terms.

43. Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

IV. CERTIFICATION OF THE SETTLEMENT CLASS

44. The Settlement contemplates Plaintiff will move for an order preliminarily approving the Settlement Agreement and granting certification of the Settlement Class. The Parties agree certification of the Settlement Class is conditional and for settlement purposes only. This Settlement further contemplates, and all counsel, Parties, and Released Parties agree, that none of the Released Parties are admitting that class certification is appropriate, or that any violation of any state, federal or local statute or common law occurred, or that any damages were suffered by Plaintiff or any putative class member. The Released Parties retain their rights to object to certification of this Action, or any other class action, should the Settlement ultimately not receive final approval.

45. If the Court does not grant final approval of the Settlement, or if final approval is granted but ultimately reversed on appeal, or if the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null and void, and each Party, and Released Party, shall retain all their respective rights as they existed prior to Execution of this Agreement, and neither this Settlement Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Settlement Agreement, may be admissible or used for any purpose in this Action, or any other action against any of the Released Parties.

V. TERMS OF SETTLEMENT

46. **Settlement Fund.** No later than thirty (30) days after entry by the court of the Preliminary Approval Order, Defendant shall deposit the Settlement Fund in the Escrow Account pursuant to Section 38 of this Settlement Agreement. Settlement Funds in the Escrow Account

may be withdrawn by the Settlement Administrator to pay Settlement Costs and Settlement Awards. Settlement Class Members who do not opt out and submit a valid Online Claim Form will receive a payment of \$2.00 per hour worked, where they were not paid at least minimum wage, during the time period April 2021 through August 2023. The Settlement Fund will be used to satisfy all claims of Plaintiff and the Settlement Class Members in exchange for the Release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Action with prejudice.

47. ***Pro Rata Increase for Additional Settlement Class Members.*** The amount of the Settlement Fund is based on Defendant's representation that the Settlement Class consists of 81 Settlement Class Members. If it is determined that the Settlement Class consists of more than 81 Settlement Class Members, the Settlement Fund shall be increased by 5% for each additional Settlement Class Member above 81.

48. ***Notice and Administration Costs.*** Notice and Administration Costs shall be paid by Defendant directly to the Settlement Administrator, which are estimated to be \$25,000. The Parties shall be jointly responsible for supervising the Settlement Administrator. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties stipulate that they will request the Court to appoint American Legal Claims as the Settlement Administrator. Once approved by the Court, the Settlement Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Settlement Administrator shall use its best efforts to provide notice to the Settlement Class, as described in this Agreement, the Preliminary Approval Order, and as may be ordered by the Court.

49. ***Attorneys' Fees and Litigation Expenses.*** Class Counsel will petition the Court for Attorneys' Fees and Litigation Expenses in the amount of \$70,000, which Defendant agrees to pay. Attorneys' Fees and Litigation Expenses approved by the Court shall be paid from Defendant directly to Class Counsel. The calculation of the Attorneys' Fees and Litigation Expenses shall be made on the gross amount of the Settlement Fund and small lodestar multiplier. In the event the Court does not approve the Attorneys' Fees and Litigation Expenses requested by Class Counsel, or the Court awards Attorneys' Fees and Litigation Expenses in an amount less than that requested by Class Counsel, such decision shall not affect the validity and enforceability of the Settlement. Plaintiff and Class Counsel retain their right to appeal any decision by the Court regarding the award of Attorneys' Fees and Litigation Expenses. Defendant's obligation to pay any Attorneys Fee Award shall be limited to the \$70,000 set forth above, and Defendant shall be under no obligation to pay any amounts in excess of that amount. Defendant shall pay to Class Counsel the amount of the Attorneys' Fees and Litigation Expenses awarded by the Court by wire on the Settlement Effective Date and Class Counsel provides Defendant a W-9 and wire instructions.

50. ***Settlement Class Representative Incentive Payment.*** Plaintiff may apply to the Court for a Settlement Class Representative Incentive Payment (in addition to any claims made payment distribution Plaintiff may receive under this Agreement) up to \$5,000. Any Settlement Class Representative Incentive Payment approved by the Court shall be paid from the Settlement Fund. The denial by the Court of any such application shall not affect the validity and enforceability of the Settlement. Plaintiff retains her right to appeal any decision by the Court regarding the application.

51. ***Settlement Award to Settlement Class Members.*** The Settlement Administrator will

manage the Notice process in cooperation with Class Counsel and Defendant's counsel and in accordance with this Agreement. All Settlement Class Members who make valid claims and do not opt out shall be paid an amount equal to the number of hours worked which had the tip credit applied to their hourly wage during the relevant time period of April 2021 through August 2023 times \$2.00.

VI. NOTICE TO THE CLASS

52. Within fourteen (14) days of Execution of this Agreement, Defendant shall produce the Class List to the Settlement Administrator.

53. Within twenty-one (21) days after Preliminary Approval, the Settlement Administrator shall implement the notice program, as set forth in this Section and as directed by the Court. The Settlement Administrator shall, by the Notice Deadline, provide:

A. **Notice.** The Class Administrator shall provide email notice to each Settlement Class Member. The email Notice shall contain an Online Claim Form containing a class member ID and shall direct recipients to a settlement website to allow them to update their address and make online claims. If an email address is undeliverable, the Settlement Administrator shall send direct notice to the Class Member via US mail. The Settlement Administrator shall re-mail, one time, any US mail returned as undeliverable and for which an alternative address can be located and undertake reasonable means to locate alternative addresses for returned notices.

B. **Website Notice.** The Settlement Administrator will establish and maintain a settlement website dedicated to the Settlement, on which will be posted the Notice, the complaint, the Motion for preliminary approval and corresponding order, the Motion for Attorneys' Fees and Litigation Expenses and a Settlement Class Representative Incentive Payment and corresponding order, and the Motion for Final Approval and corresponding order. These documents shall be available on the Settlement Website promptly following entry of the Preliminary Approval Order or when filed and remain until the stale date of the Settlement Awards. The Settlement Administrator shall secure the URL PinedaInnSettlement.com for the Settlement Website, or, if unavailable, shall secure another URL mutually agreed upon by the Parties or determined by the Court.

VII. CLAIM PROCESS

A Settlement Class Member who wishes to make a claim must fully complete the online Claim Form and submit it by the Claims Deadline.

The Settlement Administrator shall maintain a list of persons who have timely submitted Claim Forms and shall provide such list to the Parties upon written request.

VIII. OPT-OUT PROCESS

54. A Settlement Class Member who wishes to be excluded from 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 settlement in the Zoe Purvis-Wolf v. IR Tiki LLC action, 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.

55. The Settlement Administrator shall maintain a list of persons who have submitted Opt-Out Requests and shall provide such list to the Parties upon written request.

IX. OBJECTION PROCESS

56. A Settlement Class Member who wishes to object to any matter concerning the Settlement must file with the Court and copy the Parties' counsel on his or her objection, in writing, on or before the Opt-Out/Objection Deadline.

To state a valid objection to the Settlement, an objecting Settlement Class Member must personally sign the objection and provide the following information: (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 documents the objecting Settlement Class Member wishes to submit in support of his/her/its position. An individual who opts out of the Settlement is no longer a Settlement Class Member and cannot object to the Settlement.

57. Subject to approval of the Court, an objecting Settlement Class Member may, but does not need to, appear in person or by counsel at the Final Approval Hearing. To do so, the objecting Settlement Class Member must file with the Court, and serve on all counsel designated in the Notice, a notice of intention to appear by the Opt-Out/Objection Deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or his/her/its counsel) will present to the Court in connection with the Final Approval Hearing. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely provide a notice of intention to appear in conformance with the requirements set out in the Notice, and who has not timely filed an objection in accordance with the requirements set out in the Notice, will be deemed to have waived any objection to the Settlement and can be barred from presenting any views at the Final Approval Hearing.

X. DISTRIBUTION PROCESS

58. The timing of Defendant's payment of the Settlement Funds is:

A. No later than thirty (30) days after entry by the court of the Preliminary Approval Order, Defendant shall deposit the Settlement Fund in the Escrow Account pursuant to Section 38 herein.

B. On the Settlement Effective Date, Defendant shall pay Class Counsel's Attorneys' Fees and Litigation Expenses directly to Class Counsel after a W-9 and wire instructions are

provided to Defendant by Class Counsel.

Settlement Award Payments. Settlement Award payments shall be paid via the manner of payment selected by the Settlement Class member on the claim form. (30) days after the Settlement Effective Date, the Settlement Administrator shall send the Settlement Award to each eligible Settlement Class Member who timely submitted a complete Claim Form. The Settlement Administrator shall undertake reasonable means to locate current addresses for all returned checks. Checks will be valid for ninety (90) days from the date on the check. The amounts of any checks that remain uncashed more than ninety (90) days after the date on the check will be included as part of a Subsequent Distribution (as defined below).

Subsequent Distribution. If, after the expiration date of the checks distributed pursuant to the above paragraph, there remains money in the Settlement Fund sufficient to pay at least \$10.00 to Settlement Class Members who cashed their initial Settlement Award checks, that remaining money will be distributed on a *pro rata* basis to those Settlement Class Members who cashed their initial Settlement Award checks (the “Subsequent Distribution”). The Subsequent Distribution shall be made within thirty (30) days after the expiration date of the checks distributed pursuant to the above paragraph and shall be paid in the same manner as the original Settlement Award. Checks issued pursuant to the Subsequent Distribution will be valid for sixty (60) days from the date on the check. Any balance of the Settlement Fund not disbursed to Settlement Class Members pursuant to this Agreement shall revert to Defendant.

XI. RELEASE

59. Subject to the Court’s final approval of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members release the Released Parties from the Released Claims.

60. The Parties acknowledge that this Settlement, including the Release provided in this Section, reflects a compromise of disputed claims.

61. The Final Approval Order shall dismiss the Action with prejudice and shall incorporate the terms of this Release.

XII. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY APPROVAL

62. Class Counsel shall apply to the Court for the entry of an order requesting the following relief:

- A. Preliminarily approving the Settlement;
- B. Conditionally certifying the Settlement Class for settlement purposes in accordance with applicable legal standards and this Agreement;
- C. Approving the form and content the proposed Notice, and plan for its distribution;
- D. Scheduling a fairness hearing on the question of whether the proposed Settlement should

- be finally approved as fair, reasonable, and adequate;
- E. Formally appointing Class Counsel as class counsel;
- F. Approving Plaintiff as Settlement Class Representative;
- G. Approving the Settlement Administrator; and
- I. Setting the Notice Deadline, Objection Deadline, and Opt Out Period.

XIII. DUTIES OF PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

63. Following Preliminary Approval of the Settlement, and no later than the filing of the motion for final approval, Class Counsel will submit a proposed Final Approval Order in substantially the form attached hereto as **Exhibit 4**, except as otherwise required by the Court.

XIV. MUTUAL FULL COOPERATION

64. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may be needed to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Class Counsel shall, with the reasonable assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to secure the Court's Final Approval Order.

XV. CONDITIONS FOR TERMINATING THE AGREEMENT

65. In the event that this Settlement is not approved, or if for any reason the Settlement Effective Date does not occur, the Settlement Agreement shall be deemed null, void, and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, and the Parties shall return to their respective positions prior to the Court's consideration of this Settlement. However, the Parties may agree to seek approval of an amended version of the Settlement.

XVI. SIGNATORIES' AUTHORITY

66. The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

XVII. NO PRIOR ASSIGNMENTS

67. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and

discharged in this Settlement.

XVIII. NOTICES

68. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

A. To the Class:

Tanner Riche, Esquire
Grossman Law, P.A.
545 Delaney Ave., Bld. 3
Orlando, FL 32801
triche@grossmanlaw.com

B. To Defendant

Dante Rohr
Marshall Dennehey, P.C.
315 E. Robinson Street, Suite 550
Orlando, FL 32801
DCRohr@mdwgcg.com

XIX. MISCELLANEOUS PROVISIONS

69. ***No Solicitation of Additional Clients.*** In accordance with the Rules Regulating The Florida Bar, Class Counsel represents and agrees that they have not solicited, and will not solicit, additional clients or class members in connection with this litigation or the Settlement against Defendant.

70. ***Construction.*** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in drafting it.

71. ***Captions and Interpretations.*** Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

72. ***Modification.*** This Agreement may not be changed, altered, or modified, except in a writing signed by the Parties. Any such modification is subject to Court approval.

73. **Integration Clause.** This Agreement, the exhibits hereto, and any other documents delivered pursuant thereto contain the entire agreement between the Parties relating to the resolution of the Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

74. **Binding on Assigns.** This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

75. **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

76. **Disagreements.** The Parties agree the Court shall resolve any disagreements over the meaning or implementation of this Agreement or the Settlement.

77. **Applicable Law.** This Agreement shall be governed by Florida law without regard to its choice of law or conflicts of law principles or provisions.

SIGNATURES

ACCEPTED AND AGREED:


ID ScHARL7NKhnFa3563m1iaezc

Zoe Purvis-Wolf

6/2/2026

Date

ACCEPTED AND AGREED:



IR Tiki, LLC d/b/a Pineda Inn Bar & Grill
By:
Title:

06 / 08 / 2026

Date



Sandeep Patel, individually

06 / 08 / 2026

Date