

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Renton, et. al. v. 5<sup>th</sup> Bite of the Apple LLC*, S.D. Fla. Case No. 0:22-cv-62082-HUNT  
(United States District Court for the Southern District of Florida)

For more information, visit [www.FLLSettlementBlackRockt.com](http://www.FLLSettlementBlackRockt.com)  
Para informacion en Espnaol, visitor [www.FLLSettlementBlackRockt.com](http://www.FLLSettlementBlackRockt.com)

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU WORKED AS A SERVER OR BARTENDER AT BLACK ROCK BAR & GRILL IN FORT LAUDERDALE, FLORIDA, BETWEEN MAY 26, 2020, AND JUNE 23, 2023.

***A federal court authorized this notice of a proposed class action settlement.  
This is not a solicitation from a lawyer and is not notice of a lawsuit against you.***

### WHY DID I GET THIS NOTICE?

- A settlement has been reached in a class action lawsuit between 5<sup>th</sup> Bite of the Apple LLC (“Defendant”) and certain individuals who worked for Defendant as Servers and Bartenders in Fort Lauderdale, Florida, between May 26, 2020, and June 23, 2023. The lawsuit alleges that Defendant violated the Florida Minimum Wage Act (“FMWA”) by failing to provide Servers and Bartenders adequate notice of the tip credit, requiring Servers and Bartenders to spend more than 20% of their workweek performing non-tipped side work duties, and requiring Servers and Bartenders to spend more than 30 continuous minutes performing side work duties during a shift. The case is *Renton, et. al. v. 5<sup>th</sup> Bite of the Apple LLC*, S.D. Fla. Case No. 0:22-cv-62082-HUNT, currently pending in the United States District Court for the Southern District of Florida. The proposed Settlement is not an admission of wrongdoing by Defendant, and Defendant denies that they violated the law. The Court has not decided who is right or wrong. Rather, to avoid the time, expense, and uncertainty of litigation, the Parties have agreed to settle the lawsuit. The Settlement has been preliminarily approved by a court in South Florida.
- You are included in the Settlement if you worked at Black Rock Bar & Grill in Fort Lauderdale, Florida, as a Server or Bartender, between May 26, 2020, and June 23, 2023.
- If the Court approves the Settlement, members of the Class who submit valid claims will receive a distribution from a settlement fund that Defendant has agreed to establish. Each individual who submits a valid claim will receive a portion of this fund, after all notice and administration costs, the individual consideration awards, and attorneys’ fees – if approved by the Court – have been paid. Payments are estimated to be \$0.36 for every hour worked by a Server or Bartender, but could be less depending on the duration of your actual employment.

**Summary of Your Rights and Choices:**  
*Your Legal Rights Are Affected Even If You Do Not Act.*  
*Read This Notice Carefully.*

<b>You May:</b>	<b>Effect of Choosing the Option:</b>	<b>Due Date:</b>
<b>Exclude Yourself</b>	You can elect to get out of the Class and keep your right to sue Black Rock Bar & Grill Ft. Lauderdale on your own in regard to the claims in the lawsuit. To exclude yourself from participating in the Settlement, you must send a written request as instructed below.	<b><u>Postmarked by:</u></b> September 19, 2023
<b>File Objection</b>	If you do not exclude yourself, you can remain a Class member and still write to the Court about why you disagree with the settlement.	<b><u>Postmarked by:</u></b> September 19, 2023
<b>Appear at a Hearing</b>	If you do not exclude yourself, you can remain a Class member and write to the Court about why you disagree with the settlement.	The Notice of Appearance must be postmarked on or before September 19, 2023 to appear at the final hearing on October 17, 2023 at 2:00 p.m. at the United States Federal Courthouse in Fort Lauderdale, Florida.
<b>Do Nothing</b>	You will be bound by the terms of the Settlement and give up your right to sue Black Rock Bar & Grill Ft. Lauderdale on these claims, but receive no money.	
<b>Claim Your Settlement</b>	If you wish to be included in the class Settlement, you may receive a cash payment by sending in a completed Claim Form as instructed below.	<b><u>Postmarked by:</u></b> September 19, 2023

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## WHAT THIS NOTICE CONTAINS

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### BASIC INFORMATION

1. Why did I get this Notice?.....4
2. What is a Class Action?.....4
3. What is the Class Action about?.....4
4. Who are the Class Members?... ..... 4
5. Why is the Class Action Being Settled? .....5

### SETTLEMENT BENEFITS AND MY OPTIONS

6. What are the Settlement Benefits?.....5
7. What are my options to receive Settlement Benefits?.....5

### REMAINING IN THE CLASS

8. What happens if I do nothing and stay in the Class? .....6
9. If I remain in the Class, what am I giving up?.....6

### EXCLUDING YOURSELF FROM THE CLASS

10. Why would I want to be excluded from the Class? .....6
11. How do I exclude myself from the Class? .....6
12. How do I object to the Settlement?.....7

### THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer representing my interests in this case?.....8
14. How will the Lawyers be paid?.....8
15. How will the Class Representative be paid?.....8

### THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the Settlement?.....9
17. Do I have to attend the hearing?.....9
18. Can I have my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?.....9

### GETTING MORE INFORMATION

19. Where do I obtain more information?.....9

## **BASIC INFORMATION**

### 1. Why did I get this Notice?

The Court directed this Notice to be sent to you because you may have performed work as a Server or Bartender at Black Rock Bar & Grill Ft. Lauderdale during the Class Period, and therefore may be entitled to benefits pursuant to the terms of the settlement.

If you are a member of the Class, the proposed settlement will affect your legal rights. Therefore, it is important that you read this notice carefully. You have choices to make before the Court decides whether or not to finally approve the settlement.

### 2. What is a Class Action?

In a class action lawsuit, one or more people called “Class Representative Plaintiffs” sue one or more defendants on behalf of other people who may have similar claims. All these people together are a “class” or are “class members.” The court can determine whether it will allow a lawsuit to proceed as a class action. If it does, a trial then decides the lawsuit for everyone in the class or the parties may settle without a trial.

In a class action, one court resolves the common issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

### 3. What is this Class Action about?

Ms. Renton claims that Black Rock Bar & Grill Ft. Lauderdale violated the Florida Minimum Wage Act by: failing to provide Servers and Bartenders adequate notice of the tip credit, requiring Servers and Bartenders to spend more than 20% of their workweek performing non-tipped side work duties, and requiring Servers and Bartenders to spend more than 30 continuous minutes performing side work duties during a shift. As a result, Ms. Renton claims that she and other Servers and Bartenders are entitled to payment of the tip credit taken by the employer, an additional amount as liquidated damages, and attorneys’ fees and costs. You can read Ms. Renton’s operative complaint filed in this case at [www.pacer.gov](http://www.pacer.gov).

The Court has preliminarily approved the certification of the class of Servers and Bartenders who worked at Black Rock Bar & Grill Ft. Lauderdale at the Parties’ request.

Plaintiff and Defendant have reached a settlement in this case. Defendant continues to deny any violation of any federal or state wage and hour laws. The Court has not ruled on the full merits of Plaintiff’s claims or on Defendant’s defenses. Rather, the Court has simply certified a settlement class and tentatively approved the proposed settlement.

### 4. Who are the Class Members?

In order to determine if you are entitled to benefits from this settlement, you first must determine if you are a Class Member, defined as:

**All Servers and Bartenders who worked for Defendant at Black Rock Bar & Grill in Fort Lauderdale, Florida, from May 26, 2020, through June 23, 2023.**

If you fall within the definition of a Class Member, you may qualify for cash payments pursuant to the criteria set forth in the settlement agreement. If you are not a Class Member as described above, you do not qualify for settlement benefits.

5. Why is the Class Action being settled?

This matter is being settled because both sides have agreed to a settlement of this case in order to avoid the costs and risks of trial.

**SETTLEMENT BENEFITS AND MY OPTIONS**

6. What are the Settlement Benefits?

The settlement, if approved, provides monetary benefits to the Class. As part of the settlement, the Defendant has agreed to pay a maximum of \$100,000.00, which shall be distributed among the Class Members based on the hours each Class Member worked, as set forth in the following section of this notice. Defendant has agreed to pay attorney's fees in the amount of \$50,000.00 which will be paid from the class fund and to additionally pay reimbursable costs in the amount of \$1,500.00. Each Class Member that submits their claim form will receive two separate equal payments. The First Payment will be a specified share of the settlement after 30 days of the Court entering a final approval of the settlement. The Second Payment will be a specified share of the settlement after 90 days of the Court entering a final approval of the settlement. Therefore, it is very important that you tell us your new address and other contact information if your address or other contact information changes at any time during the payment period.

7. What are my options to receive Settlement Benefits?

If you wish to receive payments from the settlement funds, you must file the Claim Form that is included with this notice. Only one claim form is needed, and only one form will be accepted.

Each Server and Bartender electing to receive payments will be paid based on the amount of time he or she worked at Black Rock Bar & Grill in Fort Lauderdale, Florida, as follows:

For periods where Defendant has records showing the number of hours a Class Member worked (i.e. "Time Records" or similar documents), Class Members shall be paid \$0.36 for each hour it is determined they performed work within the Class Period.

The total amount due to each Server and Bartender will be paid in two installments. The First Payment will be paid to Class Members within 30 days after the Court enters a final order approving the class settlement and the conclusion of any appeals. The Second Payment will be paid to Class Members within 90 days after the Court enters a final order approving the class settlement and the conclusion of any appeals.

**YOU MUST SUBMIT A TIMELY CLAIM FORM TO RECEIVE CASH PAYMENTS. If you elect to receive cash payments, you will receive an IRS Form W-2 and Form 1099-MISC for the amount of the cash payments made to you if applicable in accordance with IRS regulations. You will be responsible for the payment of federal and state taxes due as a result of the cash payments.**

Please read the Claim Form for more detailed instructions on how to submit a claim for cash payments.

**Summary:** To summarize, if you wish to remain in the Class and receive cash payments, then you **MUST** fill in the Claim Form and submit it to the Claims Administrator.

**You should seek the advice of a tax professional if you have any questions about the tax implication of this settlement.**

## REMAINING IN THE CLASS

8. What happens if I do nothing and stay in the Class?

If you do nothing you will be included in the Class, and you will be bound by the terms and conditions of the settlement. However, you will not receive monetary compensation unless you elect to receive cash benefits as described herein. If you do not make an election, any wage claim under the Fair Labor Standards Act will be preserved, but your claims under Florida law will have been waived. Please read the Settlement Benefits section.

9. If I remain in the Class, what am I giving up?

If the Court approves the settlement, you will have released 5<sup>th</sup> Bite of the Apple LLC and all other Defendants from any further state law claims related to the matter raised in this lawsuit, and you can't ever sue any of the Defendants about these issues based upon conduct that occurred prior to the effective date of the settlement. If you do not elect to receive payments, any wage claim under the Fair Labor Standards Act will be preserved subject to the applicable statute of limitations. Should you have any questions about the scope of the release, you may contact Class Counsel.

## EXCLUDING YOURSELF FROM THE CLASS

10. Why would I want to be excluded from the Class?

You do not have to take part in the settlement or be a member of the Class. You can exclude yourself from the settlement by "opting out." If you exclude yourself, you will not get the benefits of the settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit against Defendants regarding the subject of the settlement.

If you have sued any of the Defendants and want to continue with your suit, you need to personally ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgments in this case. Similarly, if you wish to start your own lawsuit against any of the Defendants, you must exclude yourself from the Class. Should you do so, you will have to hire and pay your own lawyer for that lawsuit and prove your claims. If you do exclude yourself so you can start or continue your own lawsuit, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

11. How do I exclude myself from the Class?

If you are a member of the Class and wish to be excluded from the settlement, you must complete and send a written request, signed by you personally, which includes all of the following:

- Your legal name, current address and telephone number;
- The name and number of the lawsuit: *Renton, et. al. v. 5<sup>th</sup> Bite of the Apple LLC*, Case No. 0:22-cv-62082-HUNT; and
- A statement, signed personally by you, clearly stating that you want to be excluded from the Class.

All exclusion requests must be mailed first class United States mail, **postmarked on or before** September 19, 2023 to:

Settlement Administrator  
Re: 5th Bite of the Apple Litigation  
P.O. Box 2031  
Tustin, CA 92780

**Any request for exclusion must contain your personal signature, which shall be an indication to the Court that you wish to be excluded from the Class.** You cannot exclude yourself by phone or e-mail. Further, if you do not follow these instructions properly or if you also submit a claims form, you will lose your right to exclude yourself. There are no exceptions.

**UNLESS YOU PROPERLY REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE LITIGATION AGAINST DEFENDANTS REGARDING MATTERS RESOLVED IN THIS SETTLEMENT, EXCEPT FOR WAGE CLAIMS UNDER THE FAIR LABOR STANDARDS ACT. SHOULD YOU WISH TO EXCLUDE YOURSELF FROM THIS SETTLEMENT, IT IS IMPORTANT THAT YOU FOLLOW THESE INSTRUCTIONS CAREFULLY.**

12. How do I object to the Settlement?

If you don't like the settlement, you may file an objection to it. This means you can tell the Court that you disagree with the settlement or some of its terms. For example, you can say you don't think the settlement is fair or adequate, or that you object to the amount of attorneys' fees, costs, or expenses. The Court will consider your views but may approve the settlement anyway.

You can object only if you do not exclude yourself from the Class (i.e. you do not opt out). If you opt out, or exclude yourself you cannot object.

To object, either you or a lawyer of your own choosing must prepare an objection that contains all of the following:

1. The name and title of the lawsuit: *Renton, et. al. v. 5<sup>th</sup> Bite of the Apple LLC*, Case No. 0:22-cv-62082-HUNT;
2. A written statement of objections clearly specifying the grounds or reason for each objection;
3. A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections; and
4. Copies of documents (if any) you or your lawyer will present at the Final Approval Hearing.

Your objection must be filed with the Court and served on Class Counsel and Counsel for the Defendant **no later than** September 19, 2023. Any objection postmarked after that date will be rejected.

**To File an Objection with the Court, Mail Objection to:**

Clerk of the Court  
United States District Court  
Southern District of Florida, Fort Lauderdale Division 299  
East Broward Blvd. #108  
Fort Lauderdale, Florida 33301

**To Serve Class Counsel, Mail Objection to:**

Jordan Richards, Esq.  
USA Employment Lawyers 1800  
SE 10<sup>th</sup> Ave. Suite 205 Fort  
Lauderdale, Florida 33316

**To Serve Defendant’s Counsel, Mail Objection to:**

Matthew Green, Esq.  
Cole, Scott & Kissane LLP 110  
S.E. 6<sup>th</sup> Street, Suite 2700 Fort  
Lauderdale, Florida 33301

Objections postmarked after September 19, 2023, will be untimely and may not be considered by the Court.

**THE LAWYERS REPRESENTING YOU**

13. Do I have a lawyer representing my interests in this case?

Yes. The Court has appointed law firms to represent you and other Class Members. The lawyer is referred to as Class Counsel and his information is as follows:

Jordan Richards, Esq.  
USA Employment Lawyers 1800  
SE 10<sup>th</sup> Ave. Suite 205 Fort  
Lauderdale, Florida 33316 Tel:  
(954) 871-0050  
E-mail: [jordan@jordanrichardspc.com](mailto:jordan@jordanrichardspc.com)  
Website: [www.usaemploymentlawyers.com](http://www.usaemploymentlawyers.com)

You will not be charged directly by Class Counsel for their lawyers’ services, but they will ask the Court to award them a fee from the Settlement. More information about Class Counsel and their experience is available at the websites listed above.

If you so desire, you may hire your own attorney. However, you will be responsible for that attorney’s fees and expenses.

14. How will the Lawyers be paid?

The lawyers who represent the Class will ask the Court for reimbursement for their out of pocket expenses and an award of attorneys’ fees based on their work in this litigation. The amount of attorneys’ fees to be awarded will be determined solely by the Court. Under the terms of the settlement agreement and subject to Court approval, Class Counsel can petition the Court for \$50,000.00 which will be payable from the Class Fund plus costs in the amount of \$1,500.00.

Attorney’s fees and costs payable to Class Counsel have been factored into the value of the settlement. In particular, the \$100,000.00 Defendant has agreed to pay to the Class members will be reduced by the amount of attorney’s fees and costs awarded to Class Counsel.

The settlement agreement provides further details on attorney fees payable to Class Counsel, and a copy of the settlement agreement may be obtained either from Class Counsel or the Court.

15. How Will the Class Representative be Paid?

To compensate the Class Representative, Ms. Renton, for her individual execution of a release of employment-related claims, she will receive a payment in the amount of \$15,000.00 which will be paid from the settlement. If approved, the Defendant shall pay this amount to Ms. Renton as part of the settlement.



## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval hearing on October 17, 2023 at 2:00 p.m. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to not to approve the settlement.

The Hearing will be held before the Honorable Patrick Hunt at: United States District Court Southern District of Florida 299 E. Broward Blvd., Fort Lauderdale, Florida 33301

17. Do I have to attend the Hearing?

No. Class Counsel will answer questions the Court may have, but you may appear at your own expense. If you send a written objection, the Court will consider it. You may also pay your own lawyer to attend the hearing if you desire.

18. Can my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your attorney's Notice of Appearance and any written objections you may have are postmarked or received by the Court, Defendant, and Class Counsel by September 19, 2023. If you do this, however, the cost of having your lawyer appear will be at your own expense.

## GETTING MORE INFORMATION

19. Where do I obtain more information?

If you want additional information, you may call or write to Class Counsel at the address and phone number listed above.

In addition, the Settlement Administrator has created a specific website containing relevant documents including the operative class action complaint and complete settlement agreement at [www.FLLSettlementBlackRock.com](http://www.FLLSettlementBlackRock.com).

The specific terms of the settlement are outlined in the legal documents that have been filed with the Court. You can look at and copy these documents at any time during regular office hours at the Office of the Clerk of Court for the United States District Court for the Southern District of Florida, 299 East Broward Blvd. #108 Fort Lauderdale, Florida 33301. If you have a PACER account, you may view the documents on the Court's CM/ECF website.

Please **do not** call the court or Black Rock Bar & Grill for assistance. Any question or requests for further information about this notice or lawsuit should be directed to any of the plaintiffs' attorneys whose information is displayed below:

Jordan Richards, Esq.  
USA Employment Lawyers 1800  
SE 10<sup>th</sup> Ave. Suite 205 Fort  
Lauderdale, Florida 33316 Tel:  
(954) 871-0050  
E-mail: [jordan@jordanrichardspllc.com](mailto:jordan@jordanrichardspllc.com)  
Website: [www.usaemploymentlawyers.com](http://www.usaemploymentlawyers.com)