

NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT

Cannet, et. al. v. The Mad Room Hospitality, LLC, S.D. Fla. Case No. 0:25-cv-62454-DAMIAN
(United States District Court for the Southern District of Florida)

*For more information, visit www.MaiKaiSettlement.com
Para informacion en Espnaol, visitor www.MaiKaiSettlement.com*

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS AND COLLECTIVE ACTION SETTLEMENT IF YOU WORKED AS A RESTAURANT SERVER AT MAI KAI RESTAURANT AND POLYNESIAN SHOW IN FORT LAUDERDALE, FLORIDA, BETWEEN NOVEMBER 15, 2024, AND JANUARY 15, 2026.

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 and collective action lawsuit between The Mad Room Hospitality, LLC (“Defendant”) and certain individuals who worked for Defendant as restaurant Servers in Fort Lauderdale, Florida, between November 15, 2024, and January 15, 2026. The lawsuit alleges that Defendant violated the Florida Minimum Wage Act (“FMWA”) by failing to provide restaurant Servers adequate notice of the tip credit, requiring restaurant Servers to spend more than 20% of their workweek performing non-tipped side work duties, and requiring restaurant Servers to incur costs associated with the purchase of uniforms and other items required to perform their jobs without reimbursement. The lawsuit alleges Defendant violated the Fair Labor Standards Act (“FLSA”) by failing to pay any wages during the orientation and training period. Defendant filed an answer denying the allegations in the lawsuit. The case is *Cannet, et. al. v. The Mad Room Hospitality, LLC*, S.D. Fla. Case No. 0:25-cv-62454-DAMIAN, 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 Mai Kai Restaurant and Polynesian Show in Fort Lauderdale, Florida, as a restaurant Server, between November 15, 2024, and January 15, 2026.
- If the Court approves the Settlement, members of the Class and Collective who submit an Approved Claim and who do not opt out will receive a distribution from a settlement fund that Defendant has agreed to establish. Each individual who submits an Approved Claim and does submit an Approved Claim and not opt out 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 \$2.26721684 for every hour worked by a restaurant Server, but could be less after the deduction of costs mentioned above.

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

You May:	Effect of Choosing the Option:	Due Date:
Exclude Yourself	You can elect to get out of the Class and keep your right to sue Mai Kai Restaurant and Polynesian Show on your own in regard to the claims in the lawsuit. To exclude yourself from participating in the Settlement, you must submit a request to opt out.	<u>Postmarked by:</u> AUGUST 7, 2026
File Objection	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.	<u>Postmarked by:</u> AUGUST 7, 2026
Appear at a Hearing	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 AUGUST 7, 2026 to appear at the final hearing on SEPTEMBER 16, 2026 at 11:00 A.M. at the United States Federal Courthouse in Fort Lauderdale, Florida.
Do Nothing	You will be bound by the terms of the Settlement and give up your right to sue Mai Kai Restaurant and Polynesian Show on these claims, but receive no money.	
Submit Your Claim	Submit a timely Claim Form to receive your Settlement Payment and opt in to the FLSA collective action.	<u>Postmarked by:</u> AUGUST 7, 2026

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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 restaurant Server at Mai Kai Restaurant and Polynesian Show during the Class and Collective Period, and therefore may be entitled to benefits pursuant to the terms of the settlement.

If you are a member of the Class and/or Collective, 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 Collective and 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.

Further, Mr. Cannet also alleged claims pursuant to the Fair Labor Standards Act, this case is also filed as a collective action. A collective action is similar to a class action, except instead of automatically being included in the class, the individual has to opt-in to the collective claims. Here, by submitting an Approved Claim and selecting to opt-in to the Collective Action, collective members are also considered to be a part of the class.

3. What is this Collective and Class Action about?

Mr. Cannet claims that Mai Kai Restaurant and Polynesian Show violated the Florida Minimum Wage Act by: failing to provide restaurant Servers adequate notice of the tip credit, requiring restaurant Servers to spend more than 20% of their workweek performing non-tipped side work duties, and requiring restaurant Servers to incur costs associated with the purchase of uniforms and other items required to perform their jobs without reimbursement. As a result, Mr. Cannet claims that he and other restaurant Servers are entitled to payment of the tip credit taken by the employer, an additional amount as liquidated damages, and attorneys’ fees and costs. The lawsuit is also about whether Defendant violated the FLSA by failure to pay federal minimum wage during the orientation and training period. You can read Mr. Cannet’s operative complaint filed in this case at www.pacer.gov.

The Court has preliminarily approved the certification of the class of restaurant Servers who worked at Mai Kai Restaurant and Polynesian Show 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 and Collective 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 restaurant Servers who worked for Defendant at Mai Kai Restaurant and Polynesian Show in Fort Lauderdale, Florida, from November 15, 2024, through January 15, 2026.

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.

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

All restaurant Servers who worked for Defendant at Mai Kai Restaurant and Polynesian Show in Fort Lauderdale, Florida, from November 15, 2024, through January 15, 2026, and worked more than 40 hours in one or more workweeks.

5. Why is the Collective and 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 and Collective. As part of the settlement, the Defendant has agreed to pay a maximum of \$85,000.00, which shall be distributed among the Class and Collective Members based on the hours each Class and Collective Member worked, as set forth in the following section of this notice. Defendant has agreed to pay attorney's fees in the amount of \$28,333.30 which will be paid from the class fund and to additionally pay reimbursable costs in an amount to be approved by the Court.

Each Settlement Class and Collective Member who submit a timely and valid Claim Form will receive a Settlement Payment within thirty (30) calendar days of the Effective Date of the Settlement. By submitting your Claim Form, you also consent to opt in to the FLSA collective

action. It is important that you keep your mailing address current with the Settlement Administrator.

7. What are my options to receive Settlement Benefits?

To receive a Settlement Payment, you must submit a timely and valid Claim Form. You may submit a Claim Form online at www.MaiKaiSettlement.com or by mailing the enclosed Claim Form to the Settlement Administrator. By submitting a Claim Form, you also consent to opt in to the FLSA collective action component of this Settlement. If you do not submit a Claim Form, you will not receive a Settlement Payment, but you will still be bound by the terms of the Settlement unless you submit a valid request for exclusion.

Each restaurant Server electing to receive payments will be paid based on the amount of time he or she worked at Mai Kai Restaurant and Polynesian Show in Fort Lauderdale, Florida, as follows:

Each Settlement Class and Collective Member will receive their pro-rata share based on the total hours they worked during the Class Period. Payments are estimated at approximately \$2.26721684 per hour worked.

Each Settlement Class and Collective Member who submit an Approved Claim and do not exclude themselves will automatically receive a single Settlement Payment within thirty (30) calendar days after the Effective Date of the Settlement.

If you submit a timely and valid Claim Form and receive a Settlement Payment, the payment will be classified as 50% wage income and 50% non-wage income. The Settlement Administrator will report the payments on the appropriate Form W-2 and Form 1099, if required by law, 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.

Summary: To summarize, if you remain in the Class, you will not automatically receive your Settlement Payment. You **MUST** take action by submitting a claims form to receive your Settlement Payment.

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 Settlement Class and will be bound by the terms and conditions of the Settlement, including the release of your state law claims described herein. However, you will NOT receive a Settlement Payment unless you submit a timely and valid Claim Form. If you do not submit a Claim Form, your FLSA claims will not be released, but your state law claims under the Florida Minimum Wage Act will be released.

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

If the Court approves the settlement, you will have released The Mad Room Hospitality, LLC and all other Released Parties from any further state law claims related to the matter raised in this lawsuit, and you can't ever sue any of the Released Parties 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 the Defendant or a Released Party 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 Defendant, 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 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: *Cannet, et. al. v. The Mad Room Hospitality, LLC*, Case No. 0:25-cv-62454-DAMIAN; 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 AUGUST 7, 2026** to:

Settlement Administrator
Re: Mai Kai Litigation
ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

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 SIGN AND TIMELY MAIL A CLAIMS FORM OR 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 RELEASED PARTIES UNDER THE FMWA. 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 submit an Approved Claim and 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: *Cannet, et. al. v. The Mad Room Hospitality, LLC*, Case No. 0:25-cv-62454-DAMIAN;
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 AUGUST 7, 2026**. 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 10th Ave. Suite 205
Fort Lauderdale, Florida 33316

To Serve Defendant's Counsel, Mail Objection to:

York M. Flik, Esq.
Allen, Norton & Blue, P.A.
121 Majorca Ave. Suite 300
Coral Gables, Florida 33134

Objections postmarked after **AUGUST 7, 2026**, 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?
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Yes. The Court has appointed law firms to represent you and other Class and Collective Members. The lawyer is referred to as Class Counsel and his information is as follows:

Jordan Richards, Esq.
Michael Miller, Esq.
USA Employment Lawyers

1800 SE 10th Ave. Suite 205
Fort Lauderdale, Florida 33316
Tel: (954) 871-0050
E-mail: jordan@jordanrichardspllc.com
E-mail: michael@usaemploymentlawyers.com
Website: www.usaemploymentlawyers.com

Jonathan S. Minick
Jonathan S. Minick, P.A.
169 E. Flagler Street, Suite 1600
Miami, Florida 33131
Ph: (786) 441-8909
E-mail: jminick@jsmlawpa.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 \$28,333.30 which will be payable from the Class Fund plus costs approved by the Court.

Attorney's fees and costs payable to Class Counsel have been factored into the value of the settlement. In particular, the \$85,000.00 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, Mr. Cannet, for her individual execution of a release of employment-related claims, she will receive a payment in the amount of \$10,000.00 which will be paid from the settlement. If approved, the Defendant shall pay this amount to Mr. Cannet 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 **SEPTEMBER 16, 2026** at **11:00 A.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 Melissa Damian 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 **AUGUST 7, 2026**. 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 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.

[www.MaiKaiSettlement.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 Mai Kai Restaurant and Polynesian Show for assistance. Any question or requests for further information about this notice or lawsuit can be found by clicking on the QR code that is displayed below:

[ENTER QR CODE HERE FOR CLASS MEMBERS TO CLICK]