

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CHRISTINA MARY REYNOLDS, on behalf
of herself and all others similarly situated,

Plaintiff,

v.

CHESAPEAKE & DELAWARE BREWING
HOLDINGS, LLC, et al.

Defendants.

Case No.: 2:19-cv-02184-JS

COURT NOTICE OF SETTLEMENT OF COLLECTIVE ACTION LAWSUIT

You joined the lawsuit identified above. Recently, the United States District Court for the Eastern District of Pennsylvania approved a settlement of the lawsuit and authorized this Notice.

You are entitled to a payment from the settlement of this collective action lawsuit (the “Action”). A Settlement Payment (payable in three checks) is enclosed with this Notice of Settlement.

- This Notice is directed to you because you previously opted into this lawsuit against Chesapeake & Delaware Brewing Holdings, LLC, and Iron Hill Brewery, LLC (“Iron Hill” or “Defendants”) by filing a consent to join the action.
- The Named Plaintiff identified in the caption (“Christina Reynolds”) sued Iron Hill alleging that they improperly paid her and other servers (“Tipped Employees”) less than the statutory minimum wage required under the Fair Labor Standards Act (“FLSA”) when they performed non-tip generating duties (“side work”) in excessive of 20 percent of their time in a work week. The Named Plaintiff filed the lawsuit as a collective action under the federal Fair Labor Standards Act (“FLSA”). You previously agreed for the Named Plaintiff and her attorneys to act on your behalf in this Lawsuit.
- Iron Hill has denied the allegations in the Complaint and asserts that Tipped Employees were compensated correctly under the law. Nevertheless, the Parties have agreed to settle this Lawsuit for the purpose of avoiding further disputes and litigation with its attendant risk, expense, and inconvenience. The Court has reviewed and approved the Settlement and this Notice.
- Iron Hill will not take an adverse action against any participant in this Lawsuit for

accepting a settlement payment.

- Under the allocation formula created by the settlement, You are entitled to a gross (*i.e.*, pre-tax) settlement payment. This amount is based on the number of hours in which you worked as a Tipped Employee pursuant to Iron Hill's records, which fall within the Class Period, which is defined as May 16, 2016 through October 8, 2020. Specifically, the hours for which You are being compensated represent the time spent performing non-tip generating work and for which Iron Hill paid You at the tip credit rate, rather than full minimum wage. This Settlement is not intended to pay You full minimum wage for all hours worked.
- Neither Plaintiff's Counsel nor Iron Hill's make any representations concerning the tax obligations of your settlement payment.

THE SETTLEMENT BENEFITS – WHAT YOU GET

1. How much is my payment and how was it calculated?

You are entitled to a gross settlement payment made payable in three (3) separate checks, which will be allocated in the following manner: (1) twenty-five percent (25%) will be allocated to the claims asserted in the Action for alleged unpaid federal wages and other alleged federal wage-related damages; (2) twenty-five percent (25%) will be allocated to the claims asserted in the Action for alleged unpaid state wages and other alleged state wage-related damages; and (3) fifty percent (50%) will be allocated to the claims asserted in the Action for alleged liquidated damages, penalties, interest, and other relief. Each check identifies whether it is a check for (i) federal wages, (ii) state wages, or (iii) liquidated damages/other relief. Half of Your settlement payment is subject to deductions for applicable taxes and withholding like any other paycheck, and for which You will receive an IRS Form W-2, and half of which will be reported on an IRS Form 1099.

2. Am I giving anything up by accepting the settlement check?

As a participant in this Lawsuit entitled to a settlement payment, by operation of the Settlement Agreement and the Court's Order approving same, except as to such rights or claims as may be created by the Settlement Agreement or those non-waivable by law, You shall hereby irrevocably and unconditionally forever and fully release the Released Persons¹ from any and all federal wage-related claims of any kind, including but not limited to any claims pursuant to the FLSA that you have, had, might have or might have had against any of the Released Persons based on any act or omission that during the Class Period, in any way related to any of the facts or claims that were alleged or that could have been alleged in the Action or by reason of the

¹ Released Persons means: Defendants and their past, present, and future members, parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of Defendants' past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, divisions, units, branches and any other persons or entities acting on Defendants' behalf.

negotiations leading to this Settlement, even if presently unknown or un-asserted (the “FLSA Released Claims”). Please note that the back of the federal wage check indicates that by endorsing the check, you acknowledge and agree that you are releasing Defendants from any and all federal claims that were or could have been asserted in the Action, including claims brought pursuant to the Fair Labor Standards Act.

In addition, upon endorsement of Your individual Settlement Check identified as your state wage check, You will also release the Released Persons from any and all state wage-related claims of any kind, including but not limited to any claims pursuant to the state law of Pennsylvania, New Jersey, Delaware, and/or South Carolina that such class member has, had, might have or might have had against any of the Released Persons based on any act or omission that during the Class Period that in any way related to any of the facts or claims that were alleged or that could have been alleged in the Action or by reason of the negotiations leading to this Settlement, even if presently unknown or un-asserted (the “State Law Released Claims”). Please note that the back of the state wage check indicates that by endorsing this check, you acknowledge and agree that you are releasing Defendants from any and all state claims that were or could have been asserted in the Action, including claims brought pursuant to all state wage and hour laws.

Please be advised that if your Settlement Check(s) is not negotiated (cashed) within 180 days of its issuance, that Settlement Check will be voided and the Claims Administrator will put a stop-payment on the check. The Settlement Agreement will control regarding what claims have been released due to the failure to negotiate your Settlement Check within this period, as well as what happens to such unclaimed funds. Unclaimed funds cannot be subsequently claimed after the expiration of this 180-day period.

As such, the lawyers representing you believe that this settlement is a fair and reasonable resolution of the case and encourage you to deposit and/or otherwise negotiate your settlement check.

THE LAWYERS REPRESENTING YOU

3. How will the lawyers be paid?

The Court has approved payment to Plaintiff’s Counsel of \$ 178,769.03 to compensate them for their attorneys’ fees and out-of-pocket costs. These fees compensate Plaintiff’s Counsel for investigating the facts, litigating the case and negotiating and finalizing the Settlement, and reimburse Plaintiff’s Counsel for their out-of-pocket costs spent in litigating the case, excluding the cost of the Settlement Administrator. The Court also has approved payment of Plaintiff’s Counsel’s out-of-pocket costs, including the cost of the Claims Administrator for issuing the original Court Authorized Notice which You previously received, and the costs for administering the settlement payments. These administrative costs amount to \$14,112. In addition, the Court has approved a payment of \$5,000.00 to the Named Plaintiff to recognize the risks she took and her service to the collective action, including representing you, responding to Iron Hill’s discovery requests and sitting for a full-day deposition.

FOR MORE INFORMATION

4. Are there more details about the Settlement?

This Notice summarizes the settlement. More details are in a Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, the provisions in the Settlement Agreement control. You may review the Settlement Agreement at the following website: **www.rg2claims.com/ironhill.html**

Otherwise, if you have other questions about the settlement, you can contact the Settlement Administrator at the contact information above, or Plaintiff's Counsel, your lawyers, at:

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DATED: January 6, 2022