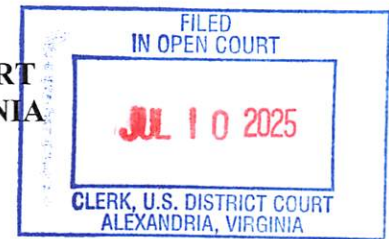


**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**



RHONDA KING, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

SHARP HOLDING, INC., ROBERT
SHARP, and DOE DEFENDANTS 1-10,

Defendants.

Civil Action No. 1:22-cv-00728-PTG-JFA

**ORDER GRANTING PRELIMINARY APPROVAL OF
COLLECTIVE AND CLASS ACTION SETTLEMENT AND
RELEASE AGREEMENT**

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Settlement seeking preliminary approval of the settlement (the "Settlement") of this class action asserting alleged violations of applicable wage laws, including the Maryland Wage and Hour Law ("MWHL"), and collective action asserting alleged violations of the Fair Labor Standards Act ("FLSA"). The terms of the Settlement are set out in the Collective and Class Action Settlement and Release Agreement ("Settlement Agreement") that has been executed by Plaintiff Rhonda King ("Plaintiff" or "King") and Defendants Sharp Holding, Inc. and Robert Sharp (collectively, "Defendants") and filed with the Court. Capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

The Court, having considered the requirements of 29 U.S.C. § 216(b), Federal Rule of Civil Procedure 23, and the papers and Memorandum of Law filed in support of Plaintiff's Motion to Preliminarily Approve Partial Settlement ("Preliminary Approval Motion"), including specifically the parties' Settlement Agreement, hereby ORDERS as follows:

CLASS FINDINGS

The Court PRELIMINARILY FINDS, for purposes of this Settlement, that the requirements of the Federal Rules of Civil Procedure and any other applicable law have been met as to the proposed Settlement, in that:

a) Plaintiff is an appropriate class representative and meets all the requirements of Fed. R. Civ. P. 23;

b) Based on the facts of this Action, it is appropriate to create a certified class action pursuant to Fed. R. Civ. P. 23;

c) Plaintiff is hereby appointed representative of the Rule 23 Class;

d) The Rule 23 Class includes individuals that are servers who worked in Maryland during the Class Period;

e) Based on the allegations in the Complaint, there are one or more questions of fact and/or law common to the Rule 23 Class. Among other things, Plaintiff alleges that Defendants failed to properly pay Tipped Employees by failing to satisfy the notice requirements of the tip credit provisions of the MWHL when paying Tipped Employees a subminimum wage, including specifically failing to provide updated notice when there was a change in the minimum wage laws. As such, Plaintiff alleges that Rule 23 Class members were not paid the mandated minimum wage for each and every hour worked. Defendants defend against the allegations of the Rule 23 Class on the assertion that they complied at all times with the tip credit notification requirements;

f) Plaintiff will fairly and adequately protect the interests of the Rule 23 Class in that: (i) the interests of the Plaintiff and the nature of her claims are consistent with those of all members of the Rule 23 Class; (ii) there appear to be no conflicts between or among the Plaintiff and the members of the Rule 23 Class; and (iii) Plaintiff and the members of the Rule 23 Class are

represented by qualified counsel who are experienced in preparing and prosecuting complex class actions;

g) Common issues of law and fact predominate over any potential individual issues, as the predominant issue is whether Defendants paid members of the Rule 23 Class in accordance with applicable Maryland wage laws.

COLLECTIVE FINDINGS

The Court PRELIMINARILY FINDS, for purposes of this Settlement, that Plaintiff is an appropriate representative of the FLSA Collective. The Court further preliminarily finds, for purposes of this Settlement, that Plaintiff and members of the FLSA Collective are similarly situated, in that:

a) These individuals all worked as servers for Defendants in Maryland, New Jersey, Ohio or the Commonwealth of Virginia during the applicable period.

b) Based on the allegations in the Complaint, there are common questions amongst these individuals, including whether Defendants failed to properly pay servers by failing to satisfy the notice requirements of the tip credit provisions of the FLSA, including specifically failing to provide updated notice when there was a change in the minimum wage laws. Consequently, there is the common issue of whether these individuals were not paid properly by the Defendants during the applicable period.

CERTIFICATION

Based on the findings set out above and for settlement purposes only, the Court hereby reaffirms its previously certified Rule 23 Class as well as its previously certified FLSA Collective.

As noted above, Plaintiff is an adequate and typical class representative. Accordingly, the Court hereby appoints her as class representative for the Rule 23 Class and the FLSA Collective.

As required by Fed. R. Civ. P. 23(g), the Court also has considered: (i) the work Class Counsel has done in identifying or investigating potential claims in the Action; (ii) Class Counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this case; (iii) Class Counsel's knowledge of applicable wage laws, including the FLSA and MWHL, and how those laws apply to the claims in this case; and (iv) the resources Class Counsel has committed to representing Plaintiff in this case. Based on these factors, the Court finds that Class Counsel has and will continue to represent fairly and adequately the interests of the Partial Settlement Class. Accordingly, pursuant to Fed. R. Civ. P. 23(g)(2), the Court designates Connolly Wells & Gray, LLP and Webster Book, LLP as Class Counsel with respect to the Settlement Class.

PRELIMINARY APPROVAL OF SETTLEMENT

The proposed settlement between the Parties documented in the Settlement Agreement appears to be fair, reasonable and adequate and in the best interests of the Settlement Class. As such, the proposed Settlement is hereby preliminarily approved pending a final hearing on the Settlement as provided herein. In addition, as set forth in Plaintiff's motion, the Parties have agreed upon Analytics Consulting, LLC ("Analytics") to serve as the Settlement's "Claims Administrator." Based on the Parties' representation, the Court approves the appointment of Analytics as the Claims Administrator.

FINAL APPROVAL HEARING

A Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) is hereby scheduled for 10:00 am. on October 9, 2025, in Courtroom 801, United States District Court for the Eastern District of Virginia, 401 Courthouse Square, Alexandria, VA 22314, to determine whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should receive final approval by the Court; whether the

Settlement Class and its representation by Plaintiff as set forth in the Settlement Agreement and Class Counsel satisfy the requirements of Fed. R. Civ. P. 23 and Section 216(b) of the FLSA; whether Class Counsel's application for an award reimbursement of litigation expenses and Service Payment for Plaintiff should be granted; and any other issues necessary for final approval of the Settlement.

CLASS NOTICE

The Court hereby APPROVES Class Notice substantially in the same form and with the same content as that attached to the Settlement Agreement as "Exhibit A," finding that it fairly and adequately (i) describes the terms and effect of this Settlement Agreement, (ii) provides notice to the Settlement Class Members of the time and place of the Final Approval Hearing and (iii) describes how the recipients of the Class Notice may object to the Settlement. The Court further finds that serving the Class Notice to the members of the Settlement Class is the best notice practicable under the circumstances, and fully satisfies the requirements of due process, the Federal Rules of Civil Procedure, and all other applicable law.

As such, the Court directs the Claims Administrator to disseminate the Class Notice to Class Members in accordance with the terms of the Settlement Agreement (including via email where possible). Further, the Parties are directed to establish a website for Settlement Class Members to view applicable documents and Court orders in accordance with the Settlement Agreement and as set forth in the Class Notice.

REQUESTS FOR EXCLUSION

Members of the Settlement Class may exclude themselves from the Settlement by either sending the Claims Administrator either a (i) Request for Exclusion form or (ii) a letter that states "I request to be excluded from the *Rule 23 Class* and/or *FLSA Collective* in *King vs. Sharp*

Holding, Inc., et al., No. 22-cv-00728 (E.D. Va.). I affirm that I was employed by Defendants as a server in the state of Maryland, New Jersey, Ohio, or the Commonwealth of Virginia on one or more days between June 29, 2019 through November 17, 2024, and have been identified as a member of the Rule 23 Class and/or FLSA Collective.” To be considered valid, any Settlement Class Member’s request for exclusion must be postmarked on or before the Bar Date and must also include the individual’s full name, address and phone number.

OBJECTIONS TO SETTLEMENT

Members of the Settlement Class may choose to object to the fairness, reasonableness or adequacy of the Settlement by submitting written objections to the Claims Administrator. All objections to the Settlement must be sent no later than the Bar Date.

Objections, and any other papers submitted for the Court’s consideration in connection with issues to be addressed at the Final Approval Hearing shall be submitted to:

Analytics Consulting, LLC
18675 Lake Drive East
Chanhassen, MN 55317

Upon receipt of any objection, the Claims Administrator shall follow the procedures set forth in the Settlement Agreement regarding notifying counsel for the Parties. Any Settlement Class Member or other person who does not timely file and serve a written objection complying with the terms of this Order, unless otherwise ordered by the Court, shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.

Any member of the Settlement Class who files and serves a timely, written objection pursuant to the terms of this Order may also appear at the Final Approval Hearing in person or through counsel retained at that individual’s expense. Class Counsel and Defendants’ Counsel

should be prepared at the Final Approval Hearing to respond to any objections filed by Class Members.


**MOTION IN SUPPORT OF FINAL SETTLEMENT APPROVAL,
APPLICATION FOR EXPENSES AND SERVICE PAYMENT**

Plaintiff's Motion in Support of Final Approval of Settlement and related relief shall be filed with the Court and served on all counsel of record in accordance with the Court's policies and practices, or no later than September 25, 2025. Further, any application by Class Counsel for Attorneys' Fees and Attorneys' Costs and for a Service Payment for Plaintiff, and all papers in support thereof, shall be filed with the Court concurrently with Plaintiff's Motion in Support of Final Approval of Settlement, or no later than September 25, 2025. Copies of such materials shall be available for inspection at the office of the Clerk of this Court and made available on the website identified in the Class Notice.

Until such time as the Court can make a final determination as to the propriety of the Settlement at the Final Approval Hearing, the Parties are hereby ordered to comply with the terms of the Settlement Agreement and this Order.

SO ORDERED, this

10th day of July, 2025.



Patricia Tolliver Giles
United States District Judge
PATRICIA TOLLIVER GILES
UNITED STATES DISTRICT JUDGE