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## NOTICE OF LAWSUIT AND YOUR OPPORTUNITY TO JOIN

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TO: Current and Former Servers and Server Shift Leads of Top Golf USA Inc.  
Who Worked in Alpharetta, Georgia Since August 5, 2022

FR: Parks, Chesin & Walbert, P.C., Counsel for Plaintiffs, as authorized by the  
United States District Court for the Northern District of Georgia

RE: Your opportunity to join a lawsuit to recover unpaid wages  
(Civ. No 1:25-cv-00398-SDG, N.D. Ga.)

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### 1. WHAT IS THIS NOTICE?

The purpose of this notice is to inform you of a lawsuit you may be able to join, to advise you of your rights and how they may be affected by the lawsuit, and to instruct you on the procedure for joining and participating in the lawsuit, if you wish to join. The deadline to join the lawsuit is November 3, 2025.

A lawsuit has been filed against Top Golf USA Alpharetta, LLC; Topgolf Payroll Services, LLC; and Top Golf USA, Inc. (“Topgolf”) alleging that Topgolf owes current and former servers and server shift leads unpaid wages. The lawsuit is filed as a “collective action” pursuant to Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*

The Court has not reached any decision on the merits of the lawsuit.

### 2. YOU MAY BE ELIGIBLE TO JOIN THIS LAWSUIT IF YOU:

Are a current or former employee who worked at the Topgolf location in Alpharetta, Georgia as a **server** or **server shift lead** since August 5, 2022, and were paid a subminimum wage rate that is less than \$7.25.

You may be eligible to join this lawsuit regardless of any document(s) you signed or any agreement(s) between you and any of the Defendants relating to your pay or employment at issue.

### 3. HOW TO JOIN THE LAWSUIT

You may join this case by submitting the attached *Consent to Join Form* (“Consent Form”) by:

*Online:* Complete and submit your Consent Form online at:

<https://pcwlawfirm-com.justia.site/flsa-collective-action-litigation-malery-billingy-v-top-golf-usa-alpharetta/>

*Mail:* Mail your completed Consent Form to:

PARKS, CHESIN & WALBERT, P.C.  
1355 Peachtree Street NE, Suite 2000  
Atlanta, GA 30309

*Email:* Email your completed Consent Form to:

[edrew@pcwlawfirm.com](mailto:edrew@pcwlawfirm.com)

If you do not submit your Consent Form by **November 3, 2025**, you may not be able to participate in this lawsuit.

#### **4. WHAT IS THE LAWSUIT ABOUT?**

The lawsuit alleges that Topgolf improperly classified servers and server shift leads as “tipped employees” and should have paid the federal minimum wage of \$7.25 per hour because:

1. Topgolf required servers and server shift leads to participate in “tip pools” that were unlawful because the pools included “food runners” and “drink runners.”
2. Topgolf failed to provide servers and server shift leads with proper notice of the tip credit regulations prior to taking the tip credit.
3. Topgolf claimed tip credits and paid servers and server shift leads subminimum wages for time servers and server shift leads spend performing non-tipped work that is unrelated to their tipped work.

Topgolf denies the allegations and contends that it lawfully paid servers and server shift leads the applicable wage rates.

The court has not yet decided whether Topgolf has done anything wrong or whether this case will proceed to trial.

## **5. WHY ARE YOU GETTING THIS NOTICE?**

The U.S. District Court for the Northern District of Georgia authorized the distribution of this notice to you because you may be eligible to join the lawsuit by submitting a Consent Form. You must submit a Consent Form to join the lawsuit. The deadline to join is **November 3, 2025**.

## **6. EFFECT OF JOINING THIS LAWSUIT**

If you choose to join the lawsuit, you will become a party to the lawsuit. You will be bound by the judgment for this lawsuit, whether favorable or unfavorable, on all issues that are decided by the Court. The Court has not made any determinations yet about the merits of any claims or defenses that have been asserted in the case. The Plaintiffs in this lawsuit are seeking to recover unpaid wages, an amount equal to their unpaid wages (called “liquidated damages”), and their attorney’s fees and costs. The collective action claims in this lawsuit do not include any claims other than claims for unpaid wages. If you join the case, you may be asked to participate in discovery or to provide testimony.

## **7. YOUR LEGAL REPRESENTATION IF YOU JOIN**

If you choose to join this lawsuit, you will be represented by the law firm of Parks, Chesin & Walbert, P.C. (“Class Counsel”). Class Counsel is being paid on a contingency fee basis, which means that, if there is no recovery by the Plaintiffs, then neither you nor any of the other participating employees will be responsible for any of Class Counsel’s costs or attorney fees.

If you join this action by signing and returning the Consent Form, you are agreeing to be represented by Class Counsel, subject to the terms of their contingency fee agreement, which provides that their fees, whether negotiated as part of a settlement or awarded by the Court, will be the greater of (1) 40% of the gross amount of any settlement, offer of settlement, verdict, judgment, or award from or against any adverse or collateral party; or (2) the actual fees incurred at the current hourly rates of Class Counsel’s attorneys and paralegals. The Court will retain jurisdiction to determine the reasonableness of Class Counsel’s fees, and any settlement agreement reached between the parties must ultimately be approved by

the Court. If you would like more information about this notice or the lawsuit, please contact Class Counsel by email at [topgolflawsuit@pcwlawfirm.com](mailto:topgolflawsuit@pcwlawfirm.com).

## **8. ACTION TO TAKE TO STAY OUT OF THE LAWSUIT**

If you do not wish to be part of the lawsuit, you do not need to do anything. If you do not join this lawsuit, you will not be affected by the result of the lawsuit, and your decision will not affect your right to bring a similar lawsuit on your own. However, claims under the Fair Labor Standards Act must be brought within 2 years of the date the claim accrues, unless the employer's violation of the law was "willful" in which case the claim may be brought within 3 years.