

**CLAIM FORM, CONSENT TO JOIN AND RELEASE
(THE GREEN FORM)**

Diamond v. Surefire Management, LLC, et al.
Civil Action No.: 25-00190

c/o RG/2 Claims Administration, LLC - Claims Administrator

P.O. Box 59479

Philadelphia, PA 19102-4979

[Class Member Name] [Class Member Address]	Name/Address Changes (if any): Name: _____ Address: _____ _____ Phone: (_____) _____ - _____
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**COMPLETE AND SIGN THIS FORM ONLY IF YOU WISH TO PARTICIPATE FULLY IN THE
SETTLEMENT AND RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT REGARDING YOUR
FEDERAL CLAIM**

**You must sign and return this Claim Form, POSTMARKED NO LATER THAN DECEMBER 14, 2025, to
receive your share of the Settlement attributable to your federal claim.**

Your share of the Settlement is based on the number of hours that you worked as a server and/or bartender (collectively, a “Tipped Employee”) for **Surefire Management, LLC**, or any of the other Defendants at any one or more of the Burgatory Restaurants (**collectively, “Defendants”**) during the Class Period. The Class Period extends from February 7, 2022, through February 7, 2025.

Defendants’ records show that, within that period, you worked as a Tipped Employee during the following time period:

[CLASS MEMBER START DATE] to [CLASS MEMBER END DATE]

Based on time records, Defendants calculate that you worked [NUMBER] Work Hours during the Class Period.

Your Estimated Payments are listed below.

Estimated Class Payment: \$ Estimate FLSA Payment: \$ Total Gross Estimated Payment: \$

IF YOU AGREE WITH THE NUMBER OF HOURS SET FORTH ABOVE AND YOU WISH TO MAKE A CLAIM AND RECEIVE YOUR PORTION OF THE SETTLEMENT AMOUNT ATTRIBUTABLE TO YOUR FEDERAL CLAIM, SIGN WHERE DESIGNATED IN THE MIDDLE OF PAGE 2 AND RETURN THIS FORM TO THE CLAIMS ADMINISTRATOR.

IF YOU WISH TO MAKE A CLAIM, BUT YOU DO NOT AGREE WITH THE NUMBER OF HOURS SET FORTH ABOVE, THEN PLEASE COMPLETE THE DISPUTE FORM ON PAGE 2 AND RETURN TO THE CLAIMS ADMINISTRATOR.

RELEASE: (A) Effective as of the Final Effective Date, the Releasing Persons will be deemed to forever and fully release and discharge Defendants and release and hold harmless the Released Persons, as follows (collectively “Released Claims”):

- (1) PA Class members shall release Released Persons from any and all Pennsylvania wage-related claims relating to their employment at the Restaurants from February 7, 2022 through February 7, 2025,

(2) FLSA Collective members release Released Persons from any and all federal wage-related claims relating to their employment at the Restaurants from February 7, 2022 through February 7, 2025, including but not limited to any claims pursuant to the FLSA that such individual has, had, might have or might have had against any of the Released Persons relating to their employment at the Restaurants that in any way related to any of the facts or claims that were alleged or that could have been alleged in the Complaint, asserted in the Action, by reason of the negotiations leading to this Settlement, or effectuation of this Settlement, even if presently unknown or un-asserted. (the “FLSA Released Claims”).

The full release is set forth in the Settlement Agreement, which is available at www.surefiresettlement.com.

Date

Signature

**IF YOU AGREED WITH THE NUMBER OF HOURS SET FORTH ON PAGE 1 THEN DO NOT
COMPLETE THIS SECTION. IF YOU DISPUTE DEFENDANTS' RECORDS,
READ AND COMPLETE THIS SECTION**

Dates: _____, _____ to _____, _____
 month, day year month, day year # of hours

Dates: _____, _____ to _____, _____
 month, day year month, day year # of hours

Dates: _____, _____ to _____, _____
 month, day year month, day year # of hours

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assertion regarding the number of hours worked with this form. You hereby authorize the Claims Administrator to review both your records and Defendants' records to determine the number of hours for which you qualify for payment. The determination by the Claims Administrator will be final, so you will not have another opportunity to dispute the number of hours. By participating in this Settlement, as set forth in the Settlement Agreement, you agree to this dispute resolution procedure and agree that the Claims Administrator's decision is final and binding, and you agree not to contest it.
