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

## Diamond v. Surefire Management, LLC, et al. <u>Civil Action No.: 25-00190</u>

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

P.O. Box 59479

Philadelphia, PA 19102-4979

[Class Member Name]	Name/Address Changes (if any):		
[Class Member Address]			
	Name:		
	Address:		
	Phone: (		

## 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 <u>Surefire Management, LLC</u>, or any of the other Defendants at any one or more of the Burgatory Restaurants (<u>collectively, "Defendants"</u>) 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,

including, but not limited to any claims pursuant to the PMWA and the WPCL that such class member 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 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 "PA Released Claims").

(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").

Importantly, per the Settlement Agreement, the Parties acknowledge and agree that the releases and covenants are only coextensive with the monetary relief provided. Thus, for example, if an individual is only a FLSA Collective member, their release and covenants only apply to their FLSA claims. Moreover, the Parties further acknowledge and agree that the releases and covenants are only coextensive with the hours worked at a tipped rate as set forth in the Payroll Data, unless an augmentation is made.

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

I,					
Date		Signature			
Retween February 7, 2022 and February:	HE NUMBER OF H SECTION. IF YOU READ AND COMP! bruary 7, 2025, I be	U DISPUTE DEFEND LETE THIS SECTION	ANTS' RI N	ECORDS,	
Dates:		41. 1	,	# of hours	
month, day	year	month, day	year	# of nours	
Dates:	_, to		,		
month, day	year	month, day	year	# of hours	

NOTE: In order to dispute the number of hours listed in this Claim Form, you must also submit a written, signed declaration attesting to the number of hours you worked to the Claims Administrator on or before the December 14, 2025. In addition, you must submit copies of your pay stubs and any other evidence you have supporting your

month, day

# of hours

year

year

month, day

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.