

CLAIM FORM, CONSENT TO JOIN AND RELEASE

Vider v. LMT Real Estate, LLC d/b/a Panache Wood Fire Grill, et al
Civil Action No.: 19-2066

c/o RG/2 Claims Administration - Claims Administrator
P.O. Box 59479
Philadelphia, PA 19102-9479

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

	Phone: (_____) _____ - _____

**COMPLETE AND SIGN THIS FORM ONLY IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT
AND RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS**

You must sign and return this Claim Form, POSTMARKED NO LATER THAN FEBRUARY 3, 2021 to receive your share of the Settlement.

Your share of the Settlement is based on the number of hours that you worked as a bartender, server, and/or food runner (collectively, a “Tipped Employee”) for ***LMT Real Estate, LLC d/b/a Panache Wood Fire Grill, (collectively “Defendants”)*** during the Class Period. The Class Period extends from May 13, 2016 through October 24, 2019.

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] hours during the Class Period.

IF YOU AGREE WITH THE NUMBER OF HOURS SET FORTH ABOVE AND YOU WISH TO MAKE A 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: By participating in this Settlement, you shall be deemed to fully, forever, irrevocably and unconditionally release, remise, and discharge Defendants, and each of 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 LMT Real Estate, LLC’s 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 (collectively referred to as the “Released Persons”), from any and all Pennsylvania wage-related claims from May 13, 2016 through October 24, 2019, including but not limited to any claims pursuant to the PMWA that such class member has, had, might have or might have had against any of the Released Persons that in any way related to any of the facts or claims that were alleged or that could have been alleged in the Litigation or by reason of the negotiations leading to this *Settlement*, even if presently unknown or un- asserted. Excluded from this release are any purely individualistic wage claims (e.g., changing of time entries so as to not pay for all hours worked).

In addition, you shall be deemed to forever and fully release and discharge Defendants, and release and hold harmless the Released Persons, from any and all federal wage-related claims of any kind, including but not limited to any claims pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, that you have, had, might have or might have had against any of the Released Persons based on any act or omission that occurred during the time period May 13, 2016 through October 24, 2019 that in any way related to any of the facts or claims that were alleged or that could have been alleged in the Litigation or by reason of the negotiations leading to this Settlement, even if presently unknown or un-asserted. Excluded from this release are any purely individualistic wage claims (e.g., changing of time entries so as to not pay for all hours worked).

You are encouraged to review the entire Settlement Agreement, available at www.rg2claims.com/panache.html, in order to determine how the proposed Settlement Agreement affects you.

I, [____NAME____], certify by signing below that I wish to join the Lawsuit listed in the Notice and to participate in the proposed Settlement in this matter, including the portion of the Settlement relating to claims asserted under the FLSA. I hereby consent to become a party plaintiff in the Lawsuit, and I hereby authorize Class Counsel to file this Claim Form, Consent to Join and Release with the Court. I also certify that I agree to be bound by the Release contained in the Settlement Agreement and reproduced above, and that I agree to be bound by the Claims Administrator's determination of my hours worked.

Date

Signature

DISPUTE FORM

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

Between May 13, 2016, and October 24, 2019 I believe I worked as a Tipped Employee the following hours:

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

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. In addition, you can submit copies of your pay stubs and any other evidence you have supporting your 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, 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.
