

LEGAL NOTICE

NOTICE OF SETTLEMENT OF CLASS ACTION
If You Worked as an Exotic Dancer at Rachel's
You May Be Entitled to a Cash Payment

If you worked as an exotic dancer at Rachel's between April 27, 2011 and June 30, 2013, you may be affected by a proposed settlement of class action lawsuit concerning the issue of whether Rachel's owes dancers/entertainers minimum wages and repayments.

WHAT IS THIS ABOUT?

The lawsuit is captioned *DeCastro et. al. v. West Palm Beach Food and Beverage LLC, et. al.* Case No. 50-2016-CA-004716, and is pending in the Circuit Court of the Fifteenth Judicial Circuit in Palm Beach County, Florida. In the lawsuit, the Plaintiffs have brought their claims on behalf of themselves and all other exotic dancers who performed at Rachel's. The lawsuit alleges that the Defendant failed to pay minimum wages to the exotic dancers performing at the nightclub. The Defendant has denied and continues to deny all of the allegations in Plaintiffs' Complaint. The Court has not made a determination on the merits of Plaintiffs' claims or the Defendant's defenses. Rather than continue to litigate these matters, the parties have reached a settlement. The potential monetary value of the settlement is \$912,042.00 dollars.

ARE YOU AFFECTED?

Pursuant to the terms of the settlement, exotic dancers who performed at Rachel's for a minimum of five (5) shifts between April 27, 2011 and June 30, 2013 and who did not, at any time, sign an arbitration agreement with Rachel's containing an enforceable arbitration clause are affected (the "Class Members"). Class Members may receive a cash payment, the amount of which will depend on the amount of time they performed at Rachel's.

WHAT IS THIS CASE ABOUT?

This lawsuit claims that Rachel's owes entertainers wages for time spent performing at the club at the minimum wage rate of work according to the Florida Constitution. The lawsuit also asserts that Rachel's should reimburse entertainers for all fees and tip-outs that entertainers paid to the club because these payments violate minimum wage requirements.

WHO REPRESENTS YOU?

The Court asked JOHN B. GALLAGHER, PA of Fort Lauderdale, FL, and another firm to represent you as "Class Counsel." You don't have to pay Class Counsel, or anyone else, to participate. Instead, they have asked the Court for attorneys' fees and costs, which will be paid by Rachel's out of any money recovered, before giving the rest to the Class. You may hire your own lawyer to appear in Court for you; if you do, you have to pay that lawyer. Melina DeCastro is a Class Member like you, and the Court accepted her as the "Class Representative."

WHAT ARE YOUR OPTIONS?

Your legal rights are affected by the Court's decision to certify a class, and you have a choice to make now. If you wish to be included in the Class Settlement, you can only receive a cash payment if you mail in a completed Claim Form. A Claim Form can be obtained, with instructions to file, at EntertainersHaveRights.com. If you do nothing, you will be bound by the terms of the Settlement and give up your right to sue Rachel's yourself, and you will not receive any money. If you ask to be excluded from the Class, you cannot get any money or benefits from this Settlement, but you will keep any rights to sue Rachel's for these claims on your own, now or in the future, and will not be bound by any orders or judgments of the Court. To ask to be excluded, send a

letter to the address below, postmarked by May 16, 2019, that says you want to be excluded from *DeCastro et. al. v. West Palm Beach Food and Beverage LLC*. Include your name, address, telephone number, and signature.

HOW CAN YOU GET MORE INFORMATION?

If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit [www. EntertainersHaveRights.com](http://www.EntertainersHaveRights.com), or write to: Rachel's Class Action, John B. Gallagher, PA, 2631 East Oakland Park Boulevard, Suite 201, Fort Lauderdale, Florida 33306.

WWW.ENTERTAINERSHAVERIGHTS.COM

WHO'S AFFECTED?

All persons who have performed as exotic dancers at Rachel's for a minimum of five (5) shifts at any time from April 27, 2011 to June 30, 2013, who have not been paid direct wages of at least the Florida Minimum Wage and who have not signed arbitration agreements.

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

Case No. 50-2016-CA-004716

NOTICE OF SETTLEMENT OF CLASS ACTION

**If You Worked as an Exotic Dancer at
Rachel's Steakhouse and Cabaret in West Palm Beach, Florida
Between April 27, 2011 and June 30, 2013
You May Be Entitled to a Cash Payment**

The Court has authorized this notice. This is not a solicitation from a lawyer.

This is not a lawsuit against you and you are not being sued.

You are receiving this notice because there is a proposed settlement of a class and collective action brought by Melina DeCastro (referred to as the "Plaintiff") against West Palm Beach Food and Beverage, LLC (which does business as Rachel's Steakhouse and Cabaret) (referred to as the "Defendant" or "Rachel's"). The lawsuit is captioned *DeCastro et. al. v. West Palm Beach Food and Beverage LLC, et. al.* Case No. 50-2016-CA-004716, and is pending in the Circuit Court of the Fifteenth Judicial Circuit in Palm Beach County, Florida.

In the lawsuit, the Plaintiffs have brought their claims on behalf of themselves and all other exotic dancers who performed at Rachel's between April 27, 2011 and June 30, 2013. The lawsuit alleges that the Defendant failed to pay minimum wages to the exotic dancers performing at the nightclub. The Defendant has denied and continues to deny all of the allegations in Plaintiffs' Complaint. The Court has not made a determination on the merits of Plaintiffs' claims or the Defendant's defenses.

Rather than continue to litigate these matters, the parties have reached a settlement. The potential monetary value of the settlement is \$912,042.00 dollars. Pursuant to the terms of the settlement, exotic dancers who performed at Rachel's for a minimum of five (5) shifts between the dates of April 27, 2011 and June 30, 2013 who did not, at any time, sign an arbitration agreement with Rachel's containing an enforceable arbitration clause (the "Class") may receive a cash payment, the amount of which will depend on the amount of time which they performed at Rachel's.

The Court has preliminarily approved the settlement. However, settlement benefits cannot be distributed until after the Court grants final approval of the settlement and after any possible appeals are resolved.

The Court has certified the Class for settlement purposes as being:

All persons who have worked at Rachel's as Dancers for a minimum of five (5) shifts between April 27, 2011 and June 30, 2013 (the "Relevant Liability Period") and who have not been paid direct wages of at least the Florida Minimum Wage, but excepting those dancers who, at any time, have entered into an agreement with Rachel's containing an enforceable arbitration clause.

The time periods set forth in this definition are referred to as the "Class Period" or "Relevant Liability Period."

Your legal rights are affected by the Court's decision to certify a class, and you have a choice to make now. Please read the following pages carefully, including the *Summary of Your Rights and Choices* and the *Settlement Benefits and My Options* sections, which are below.

Summary of Your Rights and Choices:

Your Legal Rights Are Affected Even If You Do Not Act.

Read This Notice Carefully.

| You May: | Effect of Choosing the Option: | Due Date: |
|--------------------------------------|---|-----------------------------------|
| Claim Your Settlement Benefit | If you wish to be included in the class Settlement, you may receive a cash payment by mailing in a completed Claim Form as instructed below. | <u>Postmarked by May 16, 2020</u> |
| Exclude Yourself | You can elect to get out of the Class and keep your right to sue the Rachel's on your own in regard to the claims in the lawsuit. To exclude yourself from participating in the Settlement, you <u>must</u> notify Class Counsel and Defendant's Counsel as directed in Section 11. | <u>Postmarked by May 16, 2020</u> |
| File Objection | If you do not exclude yourself, you can remain a Class member and still write to the Court about why you disagree with the settlement. | <u>Postmarked by May 25, 2020</u> |
| | | |

| | | |
|----------------------------|--|--|
| Appear at A Hearing | If you do not exclude yourself, you can remain a Class member and write to the Court about why you disagree with the settlement. | The Notice of Appearance Must be postmarked on or before May 25, 2020 to appear at the final hearing on June 8, 2020, at the Palm Beach County Courthouse in West Palm Beach, Florida. |
| Do Nothing | You will be bound by the terms of the Settlement and give up your right to sue Rachel's yourself on these claims later, but receive no money. | |

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BASIC INFORMATION

1. Why did I get this Notice?

The Court directed this Notice be sent to you because you may have performed as an exotic dancer at Rachel's during the Class Period, and therefore may be entitled to benefits pursuant to the terms of the settlement.

If you are a member of the Class, the proposed settlement will affect your legal rights. Therefore, it is important that you read this notice carefully. You have choices to make before the Court decides whether or not to approve the settlement.

2. What is a Class Action?

In a class action lawsuit, one or more people called "Representative Plaintiffs" sue one or more defendants on behalf of other people who may have similar claims. All these people together are a "class" or are "class members." The court can determine whether it will allow a lawsuit to proceed as a class action. If it does, a trial then decides the lawsuit for everyone in the class or the parties may settle without a trial.

In a class action, one court resolves the common issues for everyone in the Class - except for those people who can choose to exclude themselves from the Class.

3. What is this Class Action about?

The lawsuit alleges that the Defendant, Rachel's, misclassified exotic dancers as non-employees and as a result of this misclassification the exotic dancers were not paid minimum wages required under federal and Florida wage and hour laws. The Defendant has denied these allegations.

The Court has preliminarily approved the certification of the class of exotic dancers who performed at Rachel's during the Class Period, concluding that the question of whether the Defendant is liable under the Florida Constitution or state wage laws for the purported misclassification of exotic dancers are common issues deserving class action treatment.

Plaintiffs and Defendant have reached a settlement in this case. The Court has not ruled on the merits of Plaintiffs' claims or on Defendant's defenses. Rather, the Court has simply certified a settlement class and tentatively approved the proposed settlement.

4. Who are the Class Members?

In order to determine if you are entitled to benefits from this settlement, you first must determine if you are a Class Member, defined as:

All persons who have worked at Rachel's as Dancers for a minimum of five (5) shifts between April 27, 2011 and June 30, 2013 (the "Relevant Liability Period") and who have not been paid direct wages of at least the Florida Minimum Wage, but excepting those dancers who, at any time, have entered into an agreement with Rachel's containing an enforceable arbitration clause.

If you fall within definition of a Class Member, you may qualify for cash payments pursuant to the criteria set forth in the settlement agreement. If you are not a Class Member as described above, you do not qualify for settlement benefits.

5. Why is the Class Action Being Settled?

This matter is being settled because both sides have agreed to a settlement of this case in order to avoid the costs and risks of trial.

SETTLEMENT BENEFITS AND MY OPTIONS

6. What are the Settlement Benefits?

The settlement, if approved, provides monetary benefits to the Class. As part of the settlement, the Defendant has agreed to pay a maximum of \$912,042.00, which shall be distributed among the Class Members as set forth in the following section of this notice. As part of the settlement, Defendant will pay Class Counsel and certain administrative costs of the settlement. Additionally, the named plaintiff will each ask the Court for up to \$25,000.00 for filing this lawsuit, participating in the discovery and settlement process, and achieving this settlement.

Each Class Member that submits their claim form will receive a specified share of the settlement, as set forth below. Therefore, it is very important that you tell us your new address and other contact information if your address or other contact information changes at any time during the payment period.

7. What are my options to receive Settlement benefits?

If you wish to receive payments from the settlement funds, **you must** file the Claim Form that is included with this notice. Only one claim form is needed, and only one form will be accepted.

Each exotic dancer electing to receive payments will be paid based on the amount of time she performed at Rachel's during the Relevant Liability Period, as follows:

Each Qualified Class Member will receive the hourly minimum wage for each hour the Qualified Class Member Performed at Rachel's between the dates of April 27, 2011 and June 30, 2013. The Florida hourly minimum wage for the period at issue is: \$7.25 from April 27, 2011 to May 31, 2011, \$7.31 from June 1, 2011 to December 31, 2011, \$7.67 in 2012, and \$7.79 in 2013.

The total amount due to each exotic dancer will be paid following the Court's final approval of the settlement and conclusion of any appeals.

YOU MUST SUBMIT A TIMELY CLAIM FORM TO RECEIVE CASH PAYMENTS. If you select to receive such payments, you will receive an IRS Form 1099-MISC for the amount of the cash payments made to you if applicable in accordance with IRS regulations. You will be responsible for the payment of any federal and state taxes due as a result of the cash payments.

Please read the Claim Form for more detailed instructions on how to submit a claim for cash payments.

Summary: To summarize, if you wish to remain in the Class and receive cash payments, then you **MUST** fill in the Claim Form and submit it to the Claims Administrator.

You should seek the advice of a tax professional if you have any questions about the tax implication of this settlement.

REMAINING IN THE CLASS

8. What happens if I do nothing and stay in the Class?

If you do nothing, you will be included in the Class, and you will be bound by the terms and conditions of the settlement. However, you will not receive monetary compensation unless you elect to receive cash benefits as described herein. Please read the Settlement Benefits and My Options section.

9. If I remain in the Class, what am I giving up?

If the Court approves the settlement, you will have released the Defendant from any state law claims related to the matters during the period between April 27, 2011 and June 30, 2013 raised in this lawsuit or which could have been asserted in the lawsuit, and you can't ever sue the Defendant about these issues based upon conduct that occurred during that Relevant Liability Period. Should you have any questions about the scope of the release, you may contact Class Counsel.

EXCLUDING YOURSELF FROM THE CLASS

10. Why would I want to be excluded from the Class?

You do not have to take part in the settlement or be a member of the Class. You can exclude yourself from the settlement by "opting out." If you exclude yourself, you will not get the benefits of the settlement. Any Court orders will not apply to you. By excluding yourself, you keep any right to file or proceed with a lawsuit against the Defendant regarding the subject of the settlement.

If you have sued the Defendant and want to continue with your suit, you need to personally ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgments in this case. Similarly, if you wish to start your own lawsuit against the Defendant, you must exclude yourself from the Class. Should you do so, you will have to hire and pay your own lawyer for that lawsuit and prove your own claims. If you do exclude yourself so you can start or continue your own lawsuit, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

11. How do I exclude myself from the Class?

If you are a member of the Class and wish to be excluded from the settlement, you must complete and send a written request, signed by you personally, which includes all of the following:

- Your legal name, current address, your estimated dates of employment, and telephone number;
- The name and number of the lawsuit: *DeCastro et. al. v. West Palm Beach Food and Beverage LLC, et. al.* Case No. 50-2016-CA-004716; and
- A statement, signed personally by you, clearly stating that you want to be excluded from the Class and that you understand that by asking to be excluded from the settlement you will not be receiving any money from the settlement.

All exclusion requests must be mailed first class United States mail, **postmarked on or before May 16, 2020, to:**

Claims Administrator
In re: Rachel's Litigation
3194-C Airport Loop Drive
Costa Mesa, CA 92626

Any request for exclusion must contain your personal signature, which shall be an indication to the Court that you wish to be excluded from the Class. You cannot exclude yourself by phone or email. Further, if you do not follow these instructions properly or if you also submit a claim form, you will lose your right to exclude yourself. There are no exceptions.

UNLESS YOU PROPERLY SIGN AND TIMELY MAIL A REQUEST FOR EXCLUSION, YOU WILL BE BOUND BY ANY JUDGMENT IN THIS CASE AND YOU WILL NOT BE PERMITTED TO PURSUE ANY PENDING OR FUTURE LITIGATION AGAINST RACHEL'S REGARDING MATTERS RESOLVED IN THIS SETTLEMENT. SHOULD YOU WISH TO EXCLUDE YOURSELF FROM THIS SETTLEMENT, IT IS IMPORTANT THAT YOU FOLLOW THESE INSTRUCTIONS CAREFULLY.

12. How do I Object to the Settlement?

If you don't like the settlement, you may file an objection to it. This means you can tell the Court that you disagree with the settlement or some of its terms. For example, you can say you don't think the settlement is fair or adequate, or that you object to the amount of the attorneys' fees, costs, or expenses. The Court will consider your views but may approve the settlement anyway.

You can object only if you do not exclude yourself from the Class (i.e, you do not opt out). If you opt out, or exclude yourself you cannot object.

To object, either you or a lawyer of your own choosing must prepare an objection that contains all of the following:

1. The name and title of the lawsuit: *DeCastro et. al. v. West Palm Beach Food and Beverage LLC, et. al.* Case No. 50-2016-CA-004716;
2. Your name, address, and telephone number.
3. The words "I object to the Settlement."
4. A written statement of objections clearly specifying the grounds or reason for each objection;

5. A statement of whether or not you or your lawyer will ask to appear at the Final Approval Hearing to talk about your objections, and, if so, how long you will need to present your objections; and
6. Copies of documents (if any) you or your lawyer will present at the Final Approval Hearing.

Your objection must be filed with the Court and served on Class Counsel and Counsel for the Defendant **no later than May 25, 2020**. Any objection postmarked after that date will be rejected.

To File an Objection with the Court, Mail Objection to:

Clerk of the Court
205 North Dixie Highway
West Palm Beach, Florida 33401

To Serve Class Counsel, Mail Objection to:

Jack C. Morgan, Esq.
Aloia Roland & Purbell, PLLC
2254 First Street
Fort Myers, Florida 33901

To Serve Defendant's Counsel, Mail Objection to:

Geoffrey Todd Hodges, Esquire
G. T. Hodges, P.A.
905 Shaded Water Way
Lutz, FL 33549

Objections postmarked after May 25, 2020, will be untimely and not be considered by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer representing my interests in this case?

Yes. The Court has appointed law firms to represent you and other Class Members. These lawyers are referred to as Class Counsel, and include:

| | |
|-------------------|--|
| John B. Gallagher | JOHN B. GALLAHER, PA 2631 E. Oakland Park Blvd, Suite 201 Fort Lauderdale, FL 33306 Tel: (954) 524-1888 Fax: (954) 524-1887 Email: gal2701@aol.com |
| Jack C. Morgan | ALOIA, ROLAND, PURBEL & MORGAN, PLLC 2254 First Street Fort Myers, Florida 33901 Tel: (239) 791-7950 Fax: (239) 791-7951 Email: jmorgan@floridalegalrights.com |

You will not be charged directly by Class Counsel for their lawyers' services, but they will ask the Court to award them a fee from the Settlement. More information about Class Counsel and their experiences is available at their website EntertainersHaveRights.com.

If you so desire, you may hire your own attorney. However, you will be responsible for that attorney's fees and expenses.

14. How Will the Lawyers be Paid?

The lawyers who represent the Class will ask the Court for reimbursement out of their pocket expenses and an award of attorneys' fees based on their work in this litigation. The amount of attorneys' fees to be awarded will be determined solely by the Court. Under the terms of the settlement agreement and subject to Court approval, Class Counsel can petition the Court for a fee of up to \$304,014.00 and cost reimbursement of \$10,449.37 for a total award to Plaintiff's counsel of \$314,463.37.

Attorney fees and costs payable to Class Counsel have been factored into the value of the settlement. In particular, the \$912,042.00 Defendant has agreed to pay to the Class members will be reduced by the amount of attorney's fees and costs awarded to Class Counsel.

The settlement agreement provides further details on attorney fees payable to Class Counsel, and a copy of the settlement agreement may be obtained either from Class Counsel or the Court.

15. How Will the Class Representatives be Paid?

To compensate the Class Representative (Melina DeCastro) for her work in this litigation on behalf of the Class and for the particular claims she may have, this named plaintiff will receive a service award. Class Counsel will apply to the Court to receive a \$25,000.00 service payment Ms. DeCastro for her participation in the case to date. If approved, the Defendant shall pay this award as part of the settlement.

THE COURT'S FINAL APPROVAL HEARING

16. When and Where will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing at June 8, 2020 at 1:30 PM. At this hearing, the Court will consider whether or not the settlement is fair, reasonable, and adequate. If there are written objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether or not to approve the settlement.

The Hearing will be held at: Palm Beach County Courthouse, 205 North Dixie Highway, Room 9D, West Palm Beach, Florida 33401, before Judge John Kastrenakes.

17. Do I have to attend the Hearing?

No. Class Counsel will answer questions the Court may have, but you may appear at your own expense. If you send a written objection, the Court will consider it. You may also pay your own lawyer to attend the hearing if you desire.

18. Can my lawyer appear at the Final Approval Hearing to tell the Court about my opinions regarding the Settlement?

Yes. As long as you don't exclude yourself, you have the right to appear through counsel at the Final Approval Hearing, so long as your Attorney's Notice of Appearance and any written objections you may have are postmarked or received by the Court, Defendant, and Class Counsel by May 25, 2020. If you do this, however, the cost of having your lawyer appear will be at your own expense.

GETTING MORE INFORMATION

19. Where do I obtain more information?

Plaintiffs' Counsel has created a specific website containing relevant documents including the operative class action complaint and complete settlement agreement.

EntertainersHaveRights.com

For additional information you may also contact the Claims Administrator at:

Claims Administrator
In re: Rachel's Litigation
3194-C Airport Loop Drive
Costa Mesa, CA 92626

NO INQUIRIES SHOULD BE DIRECTED TO THE COURT.

Dated: February __, 2020.

BY ORDER OF THE COURT

Clerk of the Court

RACHEL'S STEAKHOUSE AND CABARET
CLASS ACTION SETTLEMENT CLAIM FORM

In order to make a claim for cash payments, you *must* provide all of the information requested below *and* return it to the Claims Administrator so that it is postmarked *no later than* May 16, 2020. Late forms will not be accepted and you will not receive any cash payment. Keep a signed copy for your records. This document is two pages; to assert a claim, you must complete both pages.

In order to receive cash payments, you must provide all of the following information and complete and submit the enclosed W-9 form. You will receive the total amount of benefits detailed in the Notice of Class Action Settlement in four (4) installment payments over a period of 12 months. Please Print Legibly!

1. Legal Name: _____
2. Address: _____ City/State: _____ Zip Code: _____
3. Social Security Number: _____
4. Phone Number: _____
5. Email Address: _____
4. Pursuant to the terms of the settlement, you are only qualified to participate in this settlement if you worked at least five shifts at Rachel's Steakhouse and Cabaret in West Palm as a dancer between the dates of April 27, 2011 and June 30, 2013.

Please identify the approximate dates you performed there and your stage name.

The approximated dates I performed there were: From _____ to _____

The stage name(s) I used at the nightclub was: _____

****This information will be compared to the Clubs' records to ensure accuracy.**

As provided by IRS regulations, IRS Forms W-2 and 1099-MISC will be issued to you for the amount of cash payments you receive pursuant to the Settlement Agreement. You are responsible for obtaining your own tax advice and paying any taxes incurred as a result of the Settlement.

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE READ THE NOTICE OF CLASS ACTION SETTLEMENT AND THIS FORM. I DECLARE THAT I UNDERSTAND THIS FORM AND WISH TO SUBMIT IT TO RECEIVE MY CASH PAYMENTS. BY EXECUTING THIS FORM, I CONSENT TO JOIN THE CLASS ACTION KNOWN AS *DeCastro et. al. v.*

West Palm Beach Food and Beverage LLC, et. al. Case No. 50-2016-CA-004716 AND TO PARTICIPATE IN THE COURT-APPROVED SETTLEMENT OF THIS ACTION. IN EXCHANGE FOR THE PAYMENTS PURSUANT TO THE COURT-APPROVED SETTLEMENT, I UNDERSTAND THAT I AM AGREEING NOT TO SUE THE DEFENDANT, WEST PALM BEACH FOOD AND BEVERAGE LLC D/B/A RACHEL'S STEAKHOUSE AND CABARET FOR ALL RELEASED CLAIMS (AS DEFINED IN THE COURT-APPROVED SETTLEMENT AGREEMENT). I HEREBY ACKNOWLEDGE AND AGREE THAT I AM RELEASING AND WAIVING ALL SUCH RELEASED CLAIMS AGAINST THE DEFENDANT IN THIS ACTION UNDER FEDERAL, STATE AND COMMON LAW, INCLUDING ALL CLAIMS ACCRUING DURING THE RELEVANT LIABILITY PERIOD THAT WERE OR COULD HAVE BEEN ASSERTED IN, OR THAT ARISE OUT OF OR ARE RELATED TO THE SUBJECT MATTER OF THIS LAWSUIT. I DECLARE THAT TO THE BEST OF MY KNOWLEDGE I PERFORMED FOR FIVE (5) OR MORE SHIFTS AS A DANCER/ENTERTANER AT RACHEL'S, WEST PALM BEACH, BETWEEN THE DATES OF APRIL 27, 2011 AND JUNE 30, 2013 AND THAT I DID NOT ENTER INTO AN AGREEMENT WITH THEE DOLLHOUSE THAT CONTAINS AN ENFORCEABLE ARBITRATION PROVISION.

* * *

I, THE UNDERSIGNED, PURSUANT TO 29 U.S.C. § 1746, DECLARE UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Date: _____ Signature: _____

Printed name: _____

This form, to be effective, must be postmarked no later than May 16, 2020, and mailed to:

Claims Administrator
In re: Rachel's Litigation
3194-C Airport Loop Drive
Costa Mesa, CA 92626