

**RELEASE**

**ATTACHMENT  
I**

I am a current or former employee of Perry's Steakhouse of Illinois, LLC ("PSI:). I have filed a Consent for Wage Claim against PSI or have been approved to be a member of a Class Action Against PSI in Case No. 1:14-cv-08543, *Jessica Berger et al v. PSI et al*, in the United States District Court for the Northern District of Illinois ("the Lawsuit"). I understand that the Parties have reached a settlement in this matter on my behalf, through counsel who is representing me in the Lawsuit. I wish to receive the funds designated for me in such settlement for the consideration stated below.

In consideration of payment to me of the sum identified in Attachment "A" of the Settlement Agreement less withholding as required by law, I hereby fully, finally, completely, and forever release, discharge, acquit, relinquish, and covenant not to sue PSI and its affiliates, along with each of their respective present and former employees, attorneys, members, partners, limited partners, directors, owners, agents and assigns, as well as any person or entity originally named as a Defendant in the Lawsuit (all of the foregoing persons are collectively referred to herein as the "Released Parties"), jointly and/or severally, from any and all claims, actions, demands, liabilities, and/or causes of action of whatever kind or character, joint or several, whether known or unknown, suspected or unsuspected, asserted or unasserted, relating to wages, tips , interest, liquidated damages, or other compensation, including but not limited to unpaid minimum wage or overtime claims, whether under federal, state or local law or common law, for services performed for PSI prior to the execution of this Release. However, I also understand that neither this Release nor this paragraph constitutes a waiver of any unemployment claim, workers' compensation claim, or any other claim by me not related to wages for work performed for PSI filed as of the date of this Release.

I hereby represent and warrant that I have not assigned or otherwise transferred to any other person or entity, including any attorney, any interest in any claim, demand, action and/or cause of action I have, or may have, or may claim to have against the Released Parties. I further represent that I have no pending bankruptcy proceeding and that no such proceeding has been pending at any time in the last twelve (12) months.

I acknowledge and agree that neither PSI nor its attorneys nor Class Counsel have made any representations to me regarding the tax consequences of any amounts I receive pursuant to this Release, and that I remain solely responsible for timely and accurately reporting all income I receive herein to any applicable taxing authority.

I acknowledge that this Release and the Agreement related to this Release do not constitute an admission by PSI or any Released Party of any wrongdoing or liability of any kind or an admission of any violation of my rights.

I acknowledge and agree that this Release incorporates my obligations to comply with the Non-Disclosure/Non-Disparagement obligations stated in Paragraphs 45 and 46 of the Agreement.

I confirm that in executing this Release, I have not relied on any document, representation or statement, whether written or oral, other than those specifically set forth in this written Release, and that there are no oral understandings, statements, promises or inducements contrary to the terms of this Release; further, I acknowledge that the Release and the Agreement shall remain effective regardless of any different facts that may come to my attention.

I further acknowledge that this Agreement shall act as a full and final release as stated above, and that this release shall forever bar any right, if any, to file or instigate a lawsuit, claim, or charge of any kind whatsoever under any federal, state, or local statute or common law, concerning any claim released herein.

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SIGNATURE

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PRINTED NAME

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DATE

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STREET ADDRESS

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SOCIAL SECURITY NO.

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CITY, STATE, ZIP CODE