

IMPORTANT - SETTLEMENT NOTICE

McGhee, et al. v. TOMS King, LLC, et al
No. 2:19-cv-01470-RJC, United States District Court for the Western District of Pennsylvania

To: [Name of Collective Action Member]

You are receiving this Notice because you are covered by the settlement of this collective action lawsuit. Please read this Notice carefully. It summarizes the settlement and explains the steps you must take to join the settlement and obtain a money payment.

The Court has approved this Notice. If you sign and return the enclosed "Claim and Consent Form" no later than **November 6, 2021**, you will be eligible to receive approximately **\$[insert individual payout amount]** (less applicable taxes). This amount represents your pro-rata share of the settlement fund.

1. Why Did I Get This Notice?

The lawsuit was filed by Plaintiffs William McGhee and Crystal Kerin. It alleges that TOMS KING, LLC, TOMS King (Services), LLC, and TOMS KING (Penn), LLC (collectively, "TOMS KING") misclassified Restaurant Managers ("RMs") and Restaurant General Managers-in-Training ("RGMIT") as exempt and failed to pay them overtime compensation for all work performed over 40 hours in a workweek, in violation of the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.* The lawsuit covers all RMs employed by TOMS KING between August 21, 2017 and December 31, 2019, and all RGMITs employed by TOMS KING between August 21, 2017 and January 31, 2019. Based on TOMS KING's records, you are covered by the lawsuit. This makes you a "Collective Action Member."

The lawsuit has been settled for a maximum of \$425,000.00 ("Gross Settlement Amount"). As a Collective Action Member, you have a right to learn about the settlement and about the steps you must take in order to claim your settlement payment, or otherwise not participate in the settlement.

As part of this settlement, TOMS KING expressly denies any liability or wrongdoing of any kind associated with the claims in the litigation, and it contends that it has complied with applicable laws at all times. This settlement is being entered into by TOMS KING solely for the purpose of avoiding the costs and disruption of ongoing litigation and to settle all outstanding claims.

2. What Does the Settlement Provide and What Would I Recover?

Under the settlement, you are personally eligible to recover a pre-tax payment of approximately **\$[insert individual payout amount]**. This is your pro-rata share of the settlement amount and is based on the number of weeks you worked as a RM for TOMS KING between August 21, 2017 and December 31, 2019 and/or a RGMIT for TOMS KING between August 21, 2017 and January 31, 2019.

To receive your share of the settlement amount, you must follow the instructions in Section 4 below.

Based on TOMS KING's records, you worked approximately **[insert number] weeks** as a RM between August 21, 2017 and December 31, 2019 and/or RGMIT between August 21, 2017 and January 31, 2019. If you believe that TOMS KING's records are incorrect, you must immediately contact the Settlement Administrator to indicate your disagreement. If you do so, you must also provide paystubs or other documentation supporting your claim. Otherwise, your share will be based on the above weeks-worked number.

If you return a signed and completed Claim and Consent Form (enclosed), a check representing your individual share will be sent to you within a few weeks after the November 6, 2021 deadline. Half of your share shall be considered a payment of wages, subject to applicable tax withholding, for which you will receive a Form W-2, and the other half shall be considered a non-wage payment for which you will receive a Form 1099. As part of the Settlement, the Parties have agreed that all employee taxes will be deducted from the Gross Settlement Amount. Employer taxes will be paid separately by TOMS KING. After 120 days, your check will become stale and you will lose your chance to obtain the money under the settlement.

If you do not receive your check within 100 days after signing and timely returning the accompanying Claim and Consent Form, you should contact the Settlement Administrator, Analytics Consulting LLC, whose information is provided below in Section 8.

3. Why Is There A Settlement?

The settlement is a compromise that enables all parties to avoid the costs, risks, and delays associated with the litigation process. In reaching a settlement, TOMS KING has not admitted that it violated any laws.

4. What Are Your Options?

You have two options with regards to this settlement. You can:

Option 1: File a Claim and Consent Form to Recover Your Settlement Payment

If you want to recover your settlement payment, you must complete, sign and return the enclosed Claim and Consent Form, confirming you consent to join the above-captioned lawsuit and acknowledging that you are releasing certain claims, as outlined in Section 5 below. In order for your claim to be valid, you must return your Claim and Consent Form by either mailing, emailing or faxing it to the Settlement Administrator on or before **November 6, 2021**. You may also submit it online at <https://www.collectiveaction.io/tomsking/> using the claim ID and PIN included on the Consent and Claim Form.

Option 2: Do Nothing

If you do nothing, you will not recover any settlement payment. However, you will still be able to proceed with a lawsuit of your own and obtain counsel of your choosing, if you wish.

5. What Legal Claims are Released by the Settlement?

If you complete, sign and return the Claim and Consent on or before November 6, 2021, you will release and forever discharge TOMS KING and all of their affiliates, agents, and directors from any and all claims, demands, suits, penalties, guarantees, debts, contracts, agreements, obligations, expenses, costs, attorneys' fees, causes of action and liabilities of whatever kind or nature, whether known or unknown, that accrued while they were employed as a Restaurant Manager and/or Restaurant General Manager-in-Training between August 21, 2017 and December 31, 2019, that concern alleged uncompensated time or payment or non-payment of minimum wages and overtime compensation, whether arising under local, state, or federal law, and whether based on statutory, common law, contract, equitable, or other legal theory. The release includes any claims that are derivative of the claims being released including, but not limited to, claims for willful violations, liquidated damages, punitive damages, interest, attorneys' fees, costs, or other equitable relief related to the alleged payment or non-payment of overtime wages.

6. Do I Have a Lawyer in this Case?

The following law firms represent Plaintiffs and will also represent you in connection with the settlement:

CONWAY LEGAL, LLC
Jason Conway
1700 Market Street, Suite 1005
Philadelphia, PA 19103
Phone: (215) 278-4782
Fax (215) 278-4807
info@conwaylegalpa.com

LEVIN, SEDRAN & BERMAN LLP
Daniel C. Levin
510 Walnut Street, Ste. 500
Philadelphia, PA 19106
Telephone: (215) 592-1000
Fax: (215) 592-4663
dlevin@lfsblaw.com

The Court has approved the payment of \$240,000.00 in attorney's fees, costs, and expenses to Plaintiffs' counsel. This amount will be paid by TOMS KING. You will **not** pay any attorney's fees, costs or expenses out of your individual settlement award. The Court has also awarded Service Awards to the two named Plaintiffs in the combined amount of \$7,000.00 in recognition of their service to the case. These amounts will be paid from the Gross Settlement Amount.

7. No Retaliation

The law does not allow employers to retaliate against employees for exercising their rights under the Fair Labor Standards Act. TOMS KING will not retaliate against you for participating in the settlement.

8. How Do I Obtain More Information?

This Notice summarizes the most important aspects of the settlement. You may contact the lawyers identified in Section 6 or the Settlement Administrator at:

TOMS KING Unpaid Overtime Settlement
P.O. Box 2002
Chanhassen, MN 55317-2002
1-844-913-4249
Fax: (952) 404-5759
Email: TomsKing@noticeadministrator.com

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.