

Felidia

243 East 58th St.
New York, NY 10022

REDACTED

We hope this letter finds you well.

As you may be aware, the restaurant industry in New York has been hit hard with a number of lawsuits over the last few years regarding tips and related issues. In fact, even two of our former and one current employee recently filed a similar claim against us. Our company firmly believes it has complied with the law and we will vigorously defend ourselves against this and any action stating otherwise. Indeed, Felidia endeavored to comply with all applicable law.

Nevertheless, we would like to avoid the possibility of any costly and time consuming litigation with our current and/or former staff members. With that in mind, we have decided to offer our former and current front of house staff an additional lump sum payment for past work —so long as you return a signed Release Agreement to us. While we are under no obligation to do this, we think doing so will help us all move forward.

Over the last several weeks we have worked with our payroll and accounting team to make sure the amount was based on the total amount of time/hours you worked with us. We suggest that you take the time to read the Release Agreement and review it with your own counsel if you would like. Of course, you are under no obligation to sign the Release Agreement and take the money; you have every right to make your own decision—or make no decision at all now. Felidia will not penalize or take any adverse actions against any employee who declines to sign the Release Agreement and accept the money

We have provided two copies of the Release Agreement for your review. If you choose to sign and send back the Release Agreement in the enclosed, self-addressed stamped envelop, we will send you a check in the amount of \$1952.85. You may keep the other copy of the Release Agreement for your records.

If you have any questions, please do not hesitate to call me at 212-758-1488.

Sincerely,

Lidia Bastianich

RELEASE AGREEMENT

This Release Agreement ("Agreement") is by and between **REDACTED** ("Employee"), Lidia Bastianich, and Felidia Rest Inc. and all of its parents, subsidiaries, affiliates, successors, assigns, and related companies, including but not limited to, Lidia Bastianich, Felidia Rest Inc. and all of their respective owners, directors, officers, employees, agents, vendors, contractors, representatives, and attorneys (collectively, the "Company").

1. **Payment to Employee.** In consideration for signing this Agreement and for Employee's agreement to be bound by the promises and covenants set forth herein, the Company agrees to pay Employee a payment in the amount of \$1952.85 ("Employee Payment"), less all applicable tax withholdings, within 10 days of his/her execution of this Agreement.

2. **Limited Release.** Employee fully and unconditionally releases and forever discharges the Company from any and all causes of action, suits, damages, claims, judgments, interest, attorneys' fees, liquidated damages, punitive damages, costs and expenses whatsoever relating to, or in connection with, any claims for unpaid tips, wages, gratuities, and/or service or related charges; any claims under the New York Labor Law § 196-d; the New York Labor Law *et seq.*; and any and all claims pursuant to the New York State Minimum Wage Order for the Restaurant Industry, *et. seq.* and the New York State Hospitality Wage Order, *et. seq.*

3. **Non-Admission of Liability.** The execution of this Agreement shall not be construed as an admission of any liability whatsoever by the Company and, to this end, any liability is expressly denied by the Company.

4. **Confidentiality.** Employee agrees and acknowledges that he/she shall not, directly or indirectly, publish, disseminate, disclose, or cause or permit to be published, disseminated, or disclosed, to any individual or entity, any information relating to the existence or terms of this Agreement, including but not limited to, the nature or the amount of the Employee Payment.

5. **Entire Agreement.** This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and their respective counsel, whether oral or in writing, with respect to the subject matters covered hereby.

6. **Amendments.** Any amendment to this Agreement must be in writing signed by both of the parties.

7. **Acknowledgements.** Employee understands and expressly acknowledges that he/she: (a) is voluntarily executing this Agreement; (b) has had the opportunity to consult with the attorney of his/her choice before executing this Agreement; and (c) has a full understanding of all of its terms.

Date: _____

Date: 5/17/12

REDACTED



FELIDIA REST. INC.