

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CLAIM FORM

NOTE: Please read the Notice of Pendency of Class and Collective Action Lawsuit and Proposed Settlement before completing this Claim Form. By completing this Claim Form, you may be eligible to receive payments from a settlement reached in the above case in exchange for a release of all claims that you may have through the date of the Court’s preliminary approval of the settlement on April 27, 2017.

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**JASON RODRIGUES and JONATHAN
NELSON, on behalf of themselves and all
others similarly situated,**

Plaintiffs,

v. Civil Action No. 1:15-cv-13958-ADB

DEL FRISCO’S OF BOSTON, LLC,

Defendant.

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1. **Deadline.** To be eligible to receive a settlement payment, you must complete this Claim Form and all attachments (specifically the Personal Information and Name and Signature sections of this Claim Form, the Substitute IRS W-9 Tax Form, and Appendix A – Release of Claims) and timely return it to the Claims Administrator at the address below by United States mail, overnight mail, fax, or e-mail so that it is received or postmarked on or before **July 17, 2017**. The submission of a Claim Form by e-mail will not serve as confirmation of timely receipt by the Claims Administrator. Instead, the postmark date of a mailed Claim Form or the date received on a faxed Claim Form shall be the determining factor of whether the Claim Form was timely received by the Claims Administrator. The address of the Claims Administrator to whom you should return your Claim Form and attachments is:

Rodrigues, et al. v. Del Frisco’s of Boston, LLC
Claims Administrator c/o Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: 1-888-369-3795
Facsimile: 1-714-824-8591
Email: DelFriscos@simpluris.com

If your Claim Form and all attachments are not timely and completely submitted, you will not be eligible to receive a settlement payment. For more information on the settlement and your rights, please review the Notice of Pendency of Class and Collective Action Lawsuit and Proposed Settlement.

2. **Time Records.** The records of Del Frisco’s of Boston, LLC indicate that you worked as a wait staff (server) at Del Frisco’s Double Eagle Steak House in Boston during the period from June 18, 2012 through December 31, 2016. According to these records, you worked as a wait staff (server) during the following weeks and hours:

Name	Year	First Pay Period/Yr	Last Pay Period/Yr	Total Wks with Server Hrs/Yr	Total Server Hrs/Yr
«FirstName» «LastName»	2012	«MERGED_Start Date_2012»	«MERGED_End Date_2012»	«MERGED_WW_2012»	«MERGED_Hours_2012»
«FirstName» «LastName»	2013	«MERGED_Start Date_2013»	«MERGED_End Date_2013»	«MERGED_WW_2013»	«MERGED_Hours_2013»
«FirstName» «LastName»	2014	«MERGED_Start Date_2014»	«MERGED_End Date_2014»	«MERGED_WW_2014»	«MERGED_Hours_2014»
«FirstName» «LastName»	2015	«MERGED_Start Date_2015»	«MERGED_End Date_2015»	«MERGED_WW_2015»	«MERGED_Hours_2015»
«FirstName» «LastName»	2016	«MERGED_Start Date_2016»	«MERGED_End Date_2016»	«MERGED_WW_2016»	«MERGED_Hours_2016»

3. **Disputes About Time Records.** If you believe that the number of weeks and hours listed above from Del Frisco’s records with respect to your work as a wait staff (server) at Del Frisco’s Double Eagle Steak House in Boston, Massachusetts is incorrect, please enter the number of weeks and hours during the period from June 18, 2012 through December 31, 2016, that you believe you worked as a wait staff (server). You may also contact the Claims Administrator at the contact information above if you disagree with the number of weeks and hours listed above from Del Frisco’s records with respect to your work as a wait staff (server) at Del Frisco’s Double Eagle Steak House in Boston, Massachusetts and assert that information is incorrect and you must provide paystubs or other documentation substantiating the reason for your disagreement with the calculation.

<u>Weeks</u> *	<u>Hours</u> *

* You may use additional pages if necessary to supplement your answer.

CLAIM FORM - PERSONAL INFORMATION

Name: _____

Preferred Mailing Address: _____

Last Four Digits of Social Security Number: _____

I declare under penalty of perjury of the laws of the United States that the information I have supplied is true and correct.

Print Name

Date

Signature

City, State

RETURN SIGNED CLAIM FORM, IRS W-9 FORM, AND APPENDIX A (RELEASE) TO THE CLAIMS ADMINISTRATOR SO THAT IT IS EITHER RECEIVED OR POST MARKED BY JULY 17, 2017.

Rodrigues, et al. v. Del Frisco's of Boston, LLC
Claims Administrator
c/o Simpluris Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: 1-888-369-3795
Facsimile: 1-714-824-8591
Email: DelFriscos@simpluris.com

SUBSTITUTE IRS W-9 FORM (THIS MUST BE RETURNED)

In order to receive that portion of the settlement payment attributed to liquidated damages, you must timely complete and return this Substitute IRS W-9 Form.

Form W-9

Enter your Tax Payer Identification Number (TIN): -- --

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); *and*
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; *and*
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

I declare under penalty of perjury that the foregoing statements are true, and that this document was signed on _____, 2017, in _____ (city), _____ (state).

Print Name: _____

Signature _____

RETURN SIGNED SUBSTITUTE IRS W-9 FORM TO SIMPLURIS INC. SO THAT IT IS RECEIVED NO LATER THAN JULY 17, 2017.

APPENDIX A

RELEASE OF CLAIMS (RETURN SIGNED RELEASE FORM TO ADMINISTRATOR WHICH DESCRIBES IN SPECIFIC DETAIL THE LEGAL CLAIMS BEING RELEASED BY YOU).

By signing the Claim Form and this Appendix A, I consent to join the above-captioned lawsuit as a Plaintiff and to participate in the Parties' proposed settlement in this matter of the claims asserted under the federal Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* and any Massachusetts wage and hour claims that I have standing to assert. I hereby consent to become a party plaintiff in the lawsuit, and I hereby authorize Hillary Schwab, Steve Churchill and Brant Casavant Esq., FAIR WORK P.C., 192 South Street, Suite 450, Boston, Massachusetts, 02111, (617) 607-3261, to represent me in this action.

I certify that I was employed by Del Frisco's of Boston, LLC as a wait staff (server) during the period between June 18, 2012 through December 31, 2016.

By signing below, in exchange for the money I am eligible to receive under the Parties' settlement, I also acknowledge that when the Court grants approval to the Parties' settlement and that approval becomes final, that I, along with my respective agents, assigns, attorneys, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, exclusive bargaining agents, successors-in-interest, and assigns, shall have hereby fully and have completely released Del Frisco's of Boston, LLC, a/k/a Del Frisco's Double Eagle Steak House in Boston, its owners and affiliates, Lone Star Finance, LLC, Center Cut Hospitality, Inc., and Del Frisco's Restaurant Group, Inc. and each of its/their past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, members, joint ventures, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents, employees, managers, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by Del Frisco's of Boston, LLC, Lone Star Finance, LLC, Center Cut Hospitality, Inc., and Del Frisco's Restaurant Group, Inc., divisions, units, branches and any other persons or entities acting on their behalf (together with Del Frisco's of Boston, LLC, Lone Star Finance, LLC, Center Cut Hospitality, Inc., and Del Frisco's Restaurant Group, Inc., the "Released Persons") from any and all past and present matters, disputes, claims, demands, rights, liabilities, expenses, damages, losses, and causes of action pertaining to hours worked or payment of wages of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law which I have or might have had known or unknown, asserted or un-asserted, of any kind whatsoever, even if presently unknown and/or unasserted, that occurred at any time up to and including April 27, 2017. This includes any and all claims that were alleged or could have been alleged in this action under the FLSA, the Massachusetts Tips Law, and the Massachusetts Minimum Wage Act, or any other Massachusetts state wage and hour laws relating to minimum wages, tip credit, gratuities, tip policies, tip notices or improper tip sharing at the Del Frisco's Double Eagle Steakhouse in Boston, Massachusetts between the time periods of June 18, 2012, and April 27, 2017, including claims for liquidated damages, interest and attorney's fees. As a result, I also acknowledge that any such claims for the time I was employed by Del Frisco's of Boston, LLC as a wait staff (server) at the Del Frisco's Double Eagle Steakhouse in Boston, Massachusetts during the period between June 18, 2012 through April 27, 2017, will be fully and finally extinguished.

I further covenant and agree that, since I am settling disputed claims, I will not accept, recover, or receive any back pay, liquidated or trebled damages, other damages or any other form of relief based on any Released Claims asserted or settled in the Litigation which may arise out of, or in connection with, any other individual, union representative, class or any administrative or arbitral remedies pursued by any individual, union or federal, state or local governmental agency against Del Frisco's of Boston, LLC and/or Released Persons. I also further acknowledge and agree that I am enjoined from pursuing any Released Claims that I have, had, might have or might have had against any of the Released Persons based on any act or omission that occurred up to and including April 27, 2017.

I further represent and warrant that nothing which would otherwise be released herein has been assigned,

transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

I agree to allow Simpluris Inc., including its employees, full and complete access to any and all confidential and personal information supplied on my Claim Form and Substitute IRS W-9 Form, but only for the purpose of administering this settlement and issuing payment to me. I understand that Simpluris Inc. will check the accuracy of certain facts represented on my Claim Form with information provided by Del Frisco's of Boston, LLC but will not share my confidential and personal information with any other entity or individual. Unless otherwise indicated above, I further agree that the information regarding the number of weeks and hours that I worked as a wait staff (server) at Del Frisco's Double Eagle Steak House in Boston during the period between June 18, 2012 through December 31, 2016, contained on the second page of the Claim Form above, is correct to the best of my knowledge. I further represent and warrant that I will not later challenge the accuracy of that "weeks and hours" figure, or the amount calculated as my estimated award in connection with this Settlement, after the submission of this Claim Form Package.

I understand that, upon final approval of the Settlement, the Parties will ask the Court to enter an order permanently enjoining all members of the Settlement Classes from pursuing any claims that are released under the Agreement. I understand that I must keep Simpluris Inc. informed of my current address and of any change in my home address. If I do not do so, I understand that I may not receive any settlement payment that I might otherwise be eligible to receive.

By signing, dating, and submitting this Claim Form, the Substitute IRS W-9 Form, and this Appendix A (Release of Claims), I agree that I have read and understanding the Notice of Pendency of Class and Collective Action Lawsuit and Proposed Settlement, and this Claim Form Package, that I am knowingly and voluntarily releasing all claims as described in the Notice, Claim Form, and Appendix A, and that I agree to be bound by all terms of the Settlement, if approved, including any permanent injunction issued by the Court. Should this waiver and release be ruled unenforceable for any reason, I agree to execute a valid release of equal scope.

Printed Name

Date

Signature