

not been tolled as result of the above lawsuits and, therefore, the claims of many individuals in the Settlement Class are barred.

3. **Settlement Class.** All individuals who worked as wait staff (servers) at Del Frisco's of Boston, LLC a/k/a Del Frisco's Double Eagle Steak House in Boston, Massachusetts at any time between June 18, 2012 and December 31, 2016 ("Settlement Class").

4. **Preliminary Approval of Settlement.** On April 27, 2017, the Court preliminarily approved a Settlement Agreement agreed to by the Parties and authorized the mailing of this Notice to you. More information about this case, the proposed settlement and your rights are set forth below in this Notice. The Court's preliminary approval of the settlement does not reflect any opinion as to the merits of any claims or defenses raised by the Parties.

5. **Proposed Settlement.** Counsel for the named Plaintiffs and class counsel, and counsel for Del Frisco's have extensively investigated and researched the facts and circumstances underlying the issues raised in the litigation. Both Parties recognize the significant expense of continued proceedings through trial and possible appeals, and the uncertainty and risk of the outcome of the litigation to all Parties. In order to avoid further lengthy legal proceedings, expenses, and the uncertainty of the outcome of the case, the Parties have agreed to a proposed settlement to avoid further litigation. Del Frisco's decision to settle these matters is based solely on its desire to avoid additional unnecessary legal expense, and by entering into the settlement agreement it does so without admitting any liability as to the claims of the Plaintiffs. The Parties have entered into a formal Settlement Agreement which has been filed with the Court in *Jason Rodrigues and Jonathan Nelson, on behalf of themselves and all others similarly situated v. Del Frisco's of Boston, LLC*, Civil Action No. 1:15-cv-13958, which the Court has preliminarily approved and authorized issuance of this Notice to individuals within the Settlement Class defined above.

6. **Settlement Terms.** Pursuant to the settlement, a Qualified Settlement Fund ("QSF") will be established from which payments will be made for the settlement amounts to Settlement Class members who are Authorized Claimants and submit timely valid claim forms, as well as the expenses of the Claims Administrator, Simpluris Inc., and the expenses of class counsel, Fair Work, P.C., not to exceed \$6,000. In addition, the named Plaintiffs, Gregory Homer, Jason Rodrigues, Nicholas Gifford, Adam Puteri, Jonathan Nelson, Alain Castellanos, Trevor Kiley, Tayler Drumgoole, and Kristina Toellner, would receive an Incentive Award paid from the QSF not to exceed \$5,000 per individual, subject to Court approval at the Final Fairness Hearing. Individuals who are members of the above-defined Settlement Class and are "**Authorized Claimants**," defined as those who timely and fully complete and return a valid Claim Form (and all attachments) to the Claims Administrator so that it is either received or postmarked by **July 17, 2017** will be eligible to receive a share from the QSF. An Authorized Claimant's share of the settlement payment will be paid from the QSF in an amount proportional to all sub-minimum wage hours the individual worked as a wait staff (server) at Del Frisco's Double Eagle Steak House in Boston, Massachusetts during the period June 18, 2012 through December 31, 2016, multiplied by the full minimum wage rate, minus the actual hourly wage rate paid, proportionate to the total minimum wage damages for the Settlement Class. Hours in which a class member was paid an hourly rate higher than the full minimum wage shall be excluded, so that those hours shall not reduce the amount owed. This amount will be paid to Authorized Claimants, subject to the Court's approval of the settlement at the Final Approval Hearing, after deduction of the expenses of the Claims Administrator, Simpluris Inc., and the expenses of class counsel, Fair Work, P.C., not to exceed \$6,000 from the QSF, in two checks: a) 1/3 will be paid as W-2 wages, less required state and federal tax withholdings; and b) 2/3 will be paid as 1099 "other income." (The members of the Settlement Class who timely submit a valid Claim Form and all attachments will be responsible for their own personal tax obligations on the amount paid as 1099 income). Plaintiffs' counsel will also seek to recover attorneys' fees from the QSF calculated as 1/3 of the settlement payments ultimately paid to Authorized Claimants. Further, the minimum that an Authorized Claimant will receive pursuant to the settlement will be at least \$100, after deduction of attorneys' fees awarded by the Court at the Final Fairness Hearing, prior to deduction of the Authorized Claimant's individual share of required state and federal tax withholdings. The Company's share of required state and federal withholdings resulting from that portion of a settlement payment to an

Authorized Claimant as W-2 wages, shall be paid from the unclaimed settlement amounts. All amounts remaining after payments to Authorized Claimants, settlement expenses, the Company's share of required state and federal withholdings, and attorneys' fees awarded to Plaintiffs' and class counsel shall remain the Company property and be returned to the Company. The amount of the QSF shall be calculated by the Claims Administrator based on the settlement formula consisting of the amounts to be paid to Authorized Claimants, Incentive Awards to the named Plaintiffs, attorney's fees to Plaintiffs' counsel, the expenses of the Plaintiffs' counsel, and the expenses of the Claims Administrator. Del Frisco's of Boston will thereafter fund the QSF, in accordance to the calculations of the Claims Administrator, in an amount not to exceed \$2,300,000, inclusive of the expenses of the Claims Administrator, payments if every member of the Settlement Class received a settlement payment, Incentive Awards to the named Plaintiffs, attorney's fees to Plaintiffs' counsel, and the expenses of the Plaintiffs' counsel (the Maximum Gross Settlement or "MSG").

7. **Your Options.** Based on receipt of this Notice, you may choose any of the options described below. How you respond to this Notice is solely your decision. Each of the options described below affects your legal rights, so you should read them carefully.

a. **Timely Submit a Fully Completed Claim Form:** In order to receive a share of the settlement, you must fully complete the Claim Form attached as Exhibit 1 to this Notice (including all attachments to the Claim Form), and timely return it (along with all attachments to the Claim Form) by United States mail, overnight mail, fax or e-mail to the Claims Administrator at the address below 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 postmarked date of a mailed Claim Form, or when a faxed Claim Form was received by the Claims Administrator, shall be the determining factors of whether the Claim Form was timely received by the Claims Administrator. The address of the Claims Administrator is:

Rodriguez, 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

By timely completing and returning a Claim Form (and all attachments) to the Claims Administrator, you will be bound by any final judgment entered in this case and deemed to have released Del Frisco's of Boston, LLC, a/k/a Del Frisco's Double Eagle Steak House in Boston, Massachusetts, its owners, including 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, agents, employees, managers, partners, members, 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 (all of whom are collectively the "**Released Parties**"), from the matters set forth in the Release of Claims attached as Appendix A to the Claim Form.

b. **Do Nothing.** If you choose to do nothing and fail to timely and completely return a Claim Form to the Claims Administrator (or submit a request for exclusion from the settlement), you will not be eligible to receive a settlement payment. In such event, if you are a member of the above-described Settlement Class, upon final approval of the settlement by the Court you will be bound by any final judgment entered in this case and deemed to have released the Released Parties 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, you 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 all common or state law claims, under the Massachusetts Tips Law (Mass. Gen. L. c. 149 §152A), the Massachusetts Minimum Wage Act (Mass. Gen. L. c. 151), 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, including claims for penalties, liquidated, treble, or punitive damages, pre and post judgment interest and attorney's fees, expenses and costs, all of which are collectively referred to as "State Law Claims," from June 18, 2012 through April 27, 2017. You will not be deemed to have released, and therefore, may still have the right to file a complaint under the Federal Claims, as described in the Release attached to the Claim Form, if the deadline to file such a Complaint has not expired. However, you will not receive any money pursuant to this Settlement.

c. Request to be Excluded. If you are a member of the Settlement Class and you wish to exclude yourself from the Settlement of the State Law Claims, you must submit a timely written request for exclusion to the Claims Administrator. To be effective, the request for exclusion from settlement of the State Law Claims must state that you request to be excluded from the Settlement Class, and must include your name, address, and telephone number, be signed by you, and should state: (1) that you are requesting to be excluded from the Parties' settlement in the case *Jason Rodrigues and Jonathan Nelson, on behalf of themselves and all others similarly situated v. Del Frisco's of Boston, LLC*, Civil Action No. 1:15-cv-13958; and (2) that you understand that by excluding yourself from the Settlement, you will receive no funds in conjunction with the case. Your request must be timely and completely returned to the Claims Administrator by United States Mail, overnight mail, fax, or e-mail so that it is received or postmarked on or before **July 17, 2017** (who will provide a copy to Counsel for Del Frisco's of Boston and to Plaintiff's Counsel). If you exclude yourself, you will not be eligible to receive any settlement payment. Failure to timely and completely return a request to be excluded will result in you remaining a member of the Settlement Class and you will be bound by any final judgment entered in the case, including being deemed to have released the Released Parties 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, you have or might have had, known or unknown, asserted or unasserted, 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 all common or state law claims, under the Massachusetts Tips Law (Mass. Gen. L. c. 149 § 152A), the Massachusetts Minimum Wage Act (Mass. Gen. L. c. 151), 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, including claims for penalties, liquidated, treble, or punitive damages, pre and post judgment interest and attorney's fees, expenses and costs, all of which are collectively referred to as "State Law Claims," from June 18, 2012 through April 27, 2017. You will not be deemed to have released, and therefore, may still have the right to file a complaint under the Federal Claims, as described in the Release attached to the Claim Form, if the deadline to file such a Complaint has not expired. If you validly and timely submit a request to be excluded from the settlement, you will not be bound by any final judgment, you will not be bound by any release, and will not be precluded from instituting or prosecuting individual claims you may have, if any, against Del Frisco's of Boston, LLC.

d. Object. If you are a member of the Settlement Class, and you do not request to be excluded, you may object to the terms of the settlement and/or to the requested attorney's fees of class counsel, and/or to the individual named Plaintiffs' Incentive Awards. If you object and the settlement is approved, and you fail to submit a timely valid request to be excluded, you will be deemed to have released the Released Parties 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, you have or might have had, known or unknown, asserted or unasserted, 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 all common or state law claims, under the Massachusetts Tips Law (Mass. Gen. L. c. 149 §152A), the Massachusetts Minimum Wage Act (Mass. Gen. L. c. 151), 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, including claims for penalties, liquidated, treble, or punitive damages, pre and post judgment interest and attorney's fees, expenses and costs, all of which are collectively referred to as "State Law Claims," from June 18, 2012 through April 27, 2017. You will not be deemed to have released, and therefore, may still have the right to file a complaint under the Federal Claims, as described in the Release attached to the Claim Form, if the deadline to file such a Complaint has not expired. You may, but need not, enter an appearance through counsel of your own choice. If you do, you will be responsible for your own attorney's fees, costs and expenses.

If you object to the settlement and/or to the requested attorneys' fees, costs, expenses and/or Incentive Awards to the individual named Plaintiffs, you must, on or before **July 17, 2017**, submit a written objection with the Court and serve it on the Claims Administrator (who will provide a copy to counsel for Del Frisco's of Boston and to Plaintiffs' counsel). Any written objection must be signed, include your name, address, and telephone number, and state each specific reason in support of your objection and any legal support for each objection.

Any member of the Settlement Class who fails to timely object to the Settlement Agreement in the manner stated herein will be deemed by the Court to have waived any right to object to the Settlement Agreement. If you submit a timely objection to the settlement to the requested attorneys' fees, costs, expenses or Incentive Awards to the named Plaintiffs, you may be heard at the Final Fairness Hearing to be held before the Hon. Judge Allison D. Burroughs of the United States District for the District of Massachusetts on August 17, 2017, at 2:00 p.m. in Courtroom 17, Fifth Floor at 1 Courthouse Way, Boston, Massachusetts 02210. Your objection must state whether or not you intend to appear at the hearing and whether an attorney will be representing you and, if so, the contact information for that attorney.

8. **Final Settlement Approval Hearing.** The Final Fairness Hearing will be held before the Hon. Judge Allison D. Burroughs of the United States District for the District of Massachusetts on August 17, 2017, at 2:00 p.m. in Courtroom 17, Fifth Floor at 1 Courthouse Way, Boston, Massachusetts 02210. The purpose of the hearing is for the Court to decide whether the proposed settlement is fair, reasonable and adequate, and should be approved, and if so, to determine what amount of attorneys' fees, should be awarded to class counsel, Fair Work, P.C., and/or whether Incentive Award payments should be made to the individually named Plaintiffs, Gregory Homer, Jason Rodrigues, Nicholas Gifford, Adam Puteri, Jonathan Nelson, Alain Castellanos, Trevor Kiley, and Kristina Toellner. The time and date of this hearing may be changed without further notice.

If the Court approves the proposed settlement at the Final Fairness Hearing, and such order becomes a Final Approval Order as set forth in the Stipulation and Settlement Agreement filed with the Court, settlement checks will be issued by the Claims Administrator to those members of the above-described Settlement Class who are Authorized Claimants.

The settlement will be binding on all members of the Settlement Class who are Authorized Claimants consistent with the provisions of paragraph 7(a) of this Notice.

The settlement will also be binding on all members of the Settlement Class who do not exclude themselves from the settlement with respect to all State Law Claims consistent with the provisions of paragraph 7(b) of this Notice. However, such members of the Settlement Class would not be deemed to have released Federal Claims, if any.

Members of the Settlement Class who validly and timely request exclusion from the settlement in the manner described in paragraph 7(c) of this Notice will not be deemed to have released any claims, and will retain the right to pursue claims, if any, they may have.

If the Court does not approve the proposed settlement, the case will proceed as if no settlement has been attempted, and there can be no assurance that the class or any individual will recover more than is provided for in this settlement, or indeed, anything. For additional information, you may contact the Claims Administrator:

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: DelFricos@simpluris.com

9. **Contact by Plaintiffs' Counsel and Defendant's Counsel.** The Parties have agreed that neither of their counsel will contact, or encourage, or discourage any member of the Settlement Class to participate or not participate in the settlement, or to submit or not submit a Claim Form. Plaintiffs' counsel may continue to have contact with the individual named Plaintiffs in the case, and may also initiate contact with any member of the Settlement Class with whom the attorneys had contact prior to February 5, 2017, and may respond to (but not initiate) inquiries about the case and settlement from members of the Settlement Class who contact Plaintiffs' counsel. Plaintiffs' counsel's contact information is:

Hillary Schwab, Esq.
Steve Churchill, Esq.
Brant Casavant, Esq.
Fair Work, P.C.
192 South Street, Suite 450
Boston, MA 02111
Tel: 617-231-6777
Email: hillary@fairworklaw.com
steve@fairworklaw.com
brant@fairworklaw.com

10. **No Retaliation.** Del Frisco's of Boston and its agents will not discourage members of the Settlement Class from participating in the settlement. Del Frisco's of Boston and its agents may confirm in response to inquiries the existence of the litigation, that the Company denies the allegations and denies that it violated anyone's rights or laws, that a settlement has been reached, and that if any member of the Settlement Class has questions they should contact the Claims Administrator. The law prohibits retaliation against an employee for exercising his/her rights under the State Law Claims or Federal Law Claim. Therefore, Del Frisco's of Boston is prohibited from retaliating against any Settlement Class members for exercising any of their rights with respect to this settlement. Settlement Class members who believe they have been retaliated against by the Company for participating in the settlement may confidentially contact Plaintiffs' class counsel at the contact information listed in paragraph 9 above.

You are free to consult the files of the case, including the Settlement Agreement, which are located at the United States District Court for the District of Massachusetts, 1 Courthouse Way, Boston, Massachusetts 02210. The files and Settlement Agreement are also available online at the United States District Court's website under Civil Action No. 1:15-cv-13958.

Finally, **it is your responsibility to inform the Claims Administrator of your correct address.** Please sign and mail any change of address along with your Social Security Number, former address and new address to the Claims Administrator at the address listed above.

NO INQUIRIES SHOULD BE DIRECTED TO THE COURT. Do Not Call or Write the Court or Office of the Clerk to Obtain Copies of the Claim Form Package, to Ask Questions About the Settlement, or to Ask Questions about the Claims Process.