

Red Lobster Claims Administrator  
c/o Rosenthal & Company LLC  
P.O. Box 6177  
Novato, CA 94948-6177  
1-800-207-0343

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO  
**JASON V. NASH V. DARDEN RESTAURANTS, INC.**  
**SACRAMENTO COUNTY SUPERIOR COURT**  
**CASE NO. 04AS01949**

**CLAIM FORM**

**YOU MUST COMPLETE THIS FORM TO BE ELIGIBLE FOR A MONETARY RECOVERY**

**(1) Please type or print the following identifying information:**

||||||| Claim #: RLN-100000-0 123  
First Last  
c/o  
Address1 Address2  
City, ST 12345 Country

Name/Address Changes (if any):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Area Code Work telephone number

(\_\_\_\_\_) \_\_\_\_\_  
Area Code Home telephone number

\_\_\_\_\_  
Former Names (if any)

**INCOMPLETE AND/OR UNTIMELY CLAIM FORMS WILL BE REJECTED.**

**YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM BY FIRST-CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE SEPTEMBER 12, 2005, ADDRESSED AS FOLLOWS, TO BE ELIGIBLE TO RECEIVE A RECOVERY.**

**MAIL TO:**  
**Red Lobster Claims Administrator**  
c/o Rosenthal & Company LLC  
P.O. Box 6177  
Novato, CA 94948-6177  
1-800-207-0343

**INSTRUCTIONS**

- A. You must complete, sign and mail this Claim Form to be eligible for a monetary recovery. Your Claim Form must be postmarked on or before the date above, or it will be rejected. Your Claim Form must be signed, dated and filled out completely, or it will be rejected.
- B. You must retain a copy of your postmarked Claim Form.
- C. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with the Claims Administrator.

*For settlement calculations, workweeks will be calculated by the Claims Administrator for each Class Member by dividing the total days the Class Member was employed as an hourly employee in California at a Red Lobster restaurant during the Class Period, by seven (7). Partial workweeks will not be counted, but each Class Member who files a valid claim will receive credit for having worked at least one workweek. The number of workweeks on this Claim Form will likely not be the same as the number of calendar workweeks you worked. For example, if you worked January 1, 2005 to February 28, 2005, the number of days you were employed would be fifty-nine (59). Dividing by seven, means that you will be considered to have worked eight (8) workweeks.*

- (2) **Workweeks Worked During Class Period One:** According to Red Lobster's records, you worked < \_\_\_ > workweeks during the period called "Class Period One" (February 21, 1998 through December 31, 2000).
- (3) **Workweeks Worked During Class Period Two:** According to Red Lobster's records, you worked < \_\_\_ > workweeks during the period called "Class Period Two" (January 1, 2001 through April 30, 2002).
- (4) **Workweeks Worked During Class Period Three:** According to Red Lobster's records, you worked < \_\_\_ > workweeks during the period called "Class Period Three" (May 1, 2002 through June 28, 2005).

(5) If you disagree with the number of workweeks you worked as stated in Paragraphs (2), (3) and/or (4) above, please explain why and provide the dates of employment you contend are correct.

If you dispute the above information from Red Lobster's records, Red Lobster's records will control unless you are able to provide documentation that establishes otherwise and that Red Lobster's records are mistaken. If there is a dispute about whether Red Lobster's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be settled by the Claims Administrator, whose decision will be final and non-appealable, as explained in the Notice of Pendency of Class Action that accompanies this Claim Form. You must submit any documentation directly to the Claims Administrator, at the address stated above, at the same time you postmark and mail your Claim Form to the Claims Administrator, and before the deadline.

**Please Note: All Settlement awards are subject to tax and will be reported to the IRS and state tax authorities. You will receive IRS Forms W-2, 1099 and MISC covering your Settlement award.**

<b>Taxpayer Identification Number Certification - Substitute IRS Form W-9</b>
Enter your Social Security Number (SSN):
SSN: _____ -- _____ -- _____
Print name as shown on your income tax return if different from «First I» «Last I»: _____
Under penalties of perjury, I certify that:
1. The taxpayer identification number shown on this form is my correct taxpayer identification number, <b>and</b>
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, <b>and</b>
3. I am a U.S. person (including a U.S. resident alien). Please Check one: <input type="checkbox"/> Yes <input type="checkbox"/> No
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.
<b>The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.</b>

My signature below constitutes a full and complete release by me of GMRI, Inc. and Darden Restaurants, Inc. ("Defendant") and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant, or any of them, for all claims alleged in the Jason Nash v. Darden Restaurants, Inc. and Whalen-Camacho v. Darden Restaurants, Inc. cases against Defendant, which are all Claims alleged in these cases, including the alleged failure to provide meal periods and/or rest breaks, and failure to reimburse for the cost of purchasing, wearing and/or maintaining uniforms, as well as any and all penalties, interest, attorneys' fees and costs, liquidated damages and punitive damages on such claims whether under federal, state and local law, for employment at Red Lobster restaurants in California, from February 21, 1998 to and including June 28, 2005 (the "Released Claims"). The Settlement Check will only be valid for 60 days from the date of issuance and will not be reissued.

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I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct.

X \_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Date)