

NOTICE TO POTENTIAL PLAINTIFFS

TO: **ALL PERSONS WHO HELD THE POSITION OF SERVER AT CHILI'S GRILL & BAR FOR AT LEAST 100 DAYS DURING THE THREE-YEAR PERIOD BEGINNING ON [three years before the Court approves the notice form] AND ENDING ON [date Court approves the notice form].**

RE: Right for Certain Chili's Servers to Join Lawsuit Seeking Wages and Tips

DATE: 28 August, 2006.

1. YOU ARE GETTING THIS NOTICE BECAUSE:

This notice is to inform you of your potential right to join a lawsuit filed against Brinker International Payroll Company, L.P. ("Brinker"). Affiliates of Brinker own and operate certain Chili's Grill & Bar restaurants ("Chili's"). This notice is also intended to advise you of how your rights under the Fair Labor Standards Act ("FLSA") may be affected by this suit and to instruct you on the procedure for participating in this suit, should you decide that it is appropriate to do so.

2. WHAT THIS CASE IS ABOUT:

A Chili's Server, Jennifer Roussell ("Roussell"), filed a lawsuit against Chili's seeking to recover wages. Roussell contends that Chili's management maintained a tip pool under which some of her tips were involuntarily shared with QAs (also known as "Quality Assurance workers," "Expeditors" and "expos"). Roussell believes that federal law prohibits Chili's from requiring or maintaining a tip pool from which QAs, Quality Assurance workers, Expeditors, or expos collect tips. Roussell contends other Servers participated in this type of allegedly invalid tip pool. Roussell seeks to recover the difference between the minimum wage and the amount she was paid for each hour she worked, plus the amount of her claimed tips Chili's distributed to QAs, Quality Assurance workers, Expeditors or expos, plus other relief, including attorneys' fees.

Chili's denies Roussell's allegations and contends, among other defenses, that only bussers and bartenders receive tips from the mandatory tip pool administered by Chili's management, and that QAs, Quality Assurance workers, Expeditors or expos do not receive tips from the tip pool collected by management when Servers check out and "tip out" at the end of each shift. Chili's also contends that Servers like Roussell can and do share tips with QAs, Quality Assurance workers, Expeditors or expos on a voluntary basis, but that Chili's management does not require or coerce Servers to share their tips with the QAs, Quality Assurance workers, Expeditors or expos.

EXHIBIT A

The lawsuit is pending in the United States District Court for the Southern District of Texas—Houston Division, as Cause No. 4:05-CV-03733, before Judge Keith P. Ellison.

Roussell's attorneys in this case are:

Martin A. Shellist
Daryl J. Sinkule
SHELLIST LAZARZ LLP
3D/International Tower
1900 West Loop South, Suite 1910
Houston, Texas 77027
Telephone: 713.621.2277
Toll Free Telephone: 800.607.5776
Facsimile: 713.621.0993

Richard "Rex" J. Burch
BRUCKNER BURCH PLLC
5847 San Felipe, Ste. 3900
Houston, Texas 77057
Telephone: 713.877.8788
Facsimile: 713.877.8065

3. YOUR RIGHT TO JOIN THE LAWSUIT

You may opt-in to this lawsuit if you held the position of Server at Chili's for at least 100 days without interruption during the three-year period beginning on **[three years before the Court approves the notice form]** and ending on **[date Court approves the notice form]**; and one of the following:

1. Chili's managers required you to give a portion of your tips to a tip pool distributed to a group of employees which included QAs, Quality Assurance workers, Expeditors and/or expos; or
2. Chili's managers otherwise coerced you to contribute to a tip pool in which QAs, Quality Assurance workers, Expeditors and/or expos participated.

You should not opt-in to this lawsuit if:

1. You contributed to a tip pool, from which bussers and bartenders received tips from that tip pool but QAs did not; or
2. You shared a portion of your tips with QAs, but Chili's management did not coerce or otherwise require you to do so.

To opt-in, you must complete, sign, and mail the enclosed "Consent to Become Party Plaintiff" form ("Consent form") to **SHELLIST LAZARZ LLP**, so that it is received on or before **100 days from the date of notice**. It is entirely your own decision to join this lawsuit.

You are not required to take any action unless you desire to be included in this lawsuit and you meet the above criteria. If you do not join the lawsuit, your ability to make claims for wages may be affected.

4. WHO IS COVERED BY THIS CASE:

Roussell filed this suit for herself and for other similarly situated Servers. Roussell contends that the Servers who are similarly situated to her are current and former Chili's Servers who were: (i) employed at Chili's during the three-year period beginning on **[three years before the Court approves the notice form]** and ending on **[date Court approves the notice form]**; and (ii) coerced or otherwise required by Chili's management to share a portion of their tips with QAs, Quality Assurance workers, Expeditors or expos; or (iii) participated in a tip pool where Chili's management collected a portion of servers' tips and then shared the tips with QAs, Quality Assurance workers, Expeditors or expos.

This Notice is for the purpose of determining the identity of those persons who wish to be involved in this case, and to protect your rights under federal wage and hour laws. Your right to participate in this suit may depend upon a later decision by the United States District Court that you and the representative Plaintiff, Roussell, are actually "similarly situated."

5. HOW TO PARTICIPATE IN THIS SUIT

Enclosed you will find a form entitled "Consent to Become Party Plaintiff." If you choose to join this lawsuit, and thus participate in any recovery that may result from this lawsuit, you must read, complete, sign, and return the Consent to Become Party Plaintiff form to **SHELLIST LAZARZ LLP**. A self-addressed, stamped envelope is enclosed for your convenience. Should the enclosed envelope be lost or misplaced, the Consent form should be sent to:

Chili's Litigation
SHELLIST LAZARZ LLP
3D/International Tower
1900 West Loop South, Suite 1910
Houston, Texas 77027

OR Via Fax to 713-621-0993

Your signed Consent form must be received by SHELLIST LAZARZ LLP no later than 100 days from the date of notice. It is your responsibility to ensure the Consent form is received by SHELLIST LAZARZ LLP by this date. If your signed Consent form is not received by SHELLIST LAZARZ LLP on or before 100 days from date of notice, you may be prevented from participating in any recovery obtained from Chili's in this lawsuit. If you have any questions about filling out or sending the Consent form, please contact Rousell's attorneys listed above.

6. EFFECT OF JOINING THIS SUIT

If you choose to join this lawsuit, you may be required to participate in the litigation process, for example, by giving a sworn deposition. Any expenses associated with such a deposition or other discovery will be borne by Rousell's counsel. You will be bound by the judgment, regardless of the result. You will also be bound by, and will share in, any settlement that may be reached on behalf of the class and that may later be approved by the Court as fair and reasonable.

If you want more information, please contact Rousell's counsel at (800) 607-5776. By joining this lawsuit, you designate Rousell as your agent to make decisions on your behalf concerning the litigation and your rights under the FLSA, the method and manner of conducting this litigation, the entering of an agreement with Rousell's attorneys concerning fees and costs, and all other matters pertaining to this lawsuit and your rights under the FLSA. These decisions and agreements made and entered into by the representative Plaintiff will be binding on you if you join this lawsuit.

Rousell entered into a contingency fee agreement with Plaintiff's attorneys. This means that if there is no recovery, there will be no attorneys' fees or costs chargeable to you. If the plaintiffs win, then under that agreement, 40 percent of any award will be paid to Plaintiff's attorneys. However, because attorneys' fees are recoverable under the FLSA, the total amount of recovery by settlement or judgment will be increased by the amount of attorneys' fees as determined by the Court or as part of any settlement. You may request a copy of the contingency fee agreement from Plaintiff's attorneys at the address, telephone number, or facsimile number above.

7. NO RETALIATION PERMITTED

The FLSA prohibits employers, including Chili's, from discharging or in any other manner discriminating or retaliating against any person who files a lawsuit or complaint under the FLSA, testifies in a lawsuit under the FLSA, or otherwise participates in a proceeding to recover wages under the FLSA. You will be covered by this protection if you join the lawsuit.

8. THE LEGAL EFFECT IN NOT JOINING THIS SUIT

If you choose not to join this lawsuit, you will not be affected by any judgment or settlement rendered in this case, whether favorable or unfavorable to the class. Additionally, you will not be entitled to share any amounts recovered by the class. You will be free to file your own lawsuit, subject to any defenses that might be asserted. However, the pendency of this lawsuit will not stop the running of the applicable time limitations of any claims you might have until you opt-in to it.

9. FURTHER INFORMATION

If you have questions about the lawsuit or your rights, you should contact Plaintiff's attorneys toll free at (800) 607-5776, or locally at (713) 621-2277. You will have the opportunity to discuss in detail the nature of this case, including the terms by which they may represent you. If you would like additional information about these firms or your right to claim wages in this case, more information is available from the attorneys at the numbers and addresses above.

If this notice was not addressed to you, you may not opt-in to the suit unless you were employed at Chili's as a server for at least 100 days without interruption during the three-year period beginning on [three years before the Court approves the notice form] and ending on [date Court approves the notice form] and you meet the other criteria outlined in Paragraphs 3 and 4 above.

Jennifer Roussell, Plaintiff

By:

Martin A. Shellist

Attorney for Plaintiff

This notice has been authorized by Judge Keith P. Ellison, the Judge to whom this case has been assigned. The Court has taken no position on the merits of Plaintiff's claims or of the Defendant's defenses.