

JOANNE DEPALO, on Behalf of)
Herself and on Behalf of All Others)
Similarly Situated,)
)
Claimant,)
)
vs.)
)
BUFFALO WILD WINGS, INC. AND)
BUFFALO WILD WINGS)
INTERNATIONAL, INC.,)
)
Respondent.)

NOTICE OF POTENTIAL SETTLEMENT

YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WORKED AS A SERVER OR BARTENDER FOR BUFFALO WILD WINGS, INC., BWB RESOURCES, LLC, AND/OR BLAZIN WINGS, INC. AT SOME TIME BETWEEN NOVEMBER 18, 2019 AND AUGUST 24, 2023

I. DESCRIPTION OF THE LAWSUIT

In November 2021, a former server (“Claimant”) of Buffalo Wild Wings, Inc., BWB Resources, LLC, and Blazin Wings, Inc. (“Respondent”) brought this lawsuit alleging that Respondent failed to pay the full minimum wage during periods of time when servers and bartenders worked for Respondent. Specifically, the Claimant alleged that she and other tipped workers performed side work in excess of 20% of their time spent working in a week and/or for more than 30 continuous minutes. The Claimant sought unpaid wages at the full minimum wage rate. Respondent denied the allegations and argued that at all times its employees were properly paid.

In July 2023, the Parties participated in mediation and reached an agreement for a settlement on a collective active bases as defined above. You were listed as a putative Class Member.

II. WHAT IS THE SETTLEMENT

During the lawsuit, both sides vigorously presented their legal positions and faced uncertainty as to which side was correct. Claimant argued she and other tipped workers spent significant time performing non-tipped work. Respondent vigorously argued that it had a lawful pay policy, that it properly paid the minimum wage, and that any time spent performing non-tipped work was de minimis. Considering the risks of litigation and the significant cost associated, Claimant and Respondent attended mediation and reached a settlement of the claims. The total Settlement is \$10,000,000.00.

During the lawsuit, Respondent provided the pay records, time records, and point of sale records showing the opening and closing time of each customer transaction. Using these records, Claimant calculated what they believed to be potential unpaid wages.

After the Settlement was reached, the Parties submitted the Settlement to Arbitrator Hunter Hughes for approval. The Arbitrator approved the Settlement as fair and reasonable given the circumstances of the case.

The attorneys representing the class have taken this case on a contingency fee basis of 40% of the total settlement for attorneys' fees plus additional litigation costs. The attorneys are listed below in Section VI. A Claims Administrator is responsible for distributing the Individual Settlement Payments. The Claims Administrator's contact information is:

Buffalo Wild Wings Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

Email: BWWSettlement@atticusadmin.com

Website: www.BWWSettlement.com

Toll Free: 1-888-219-6058

Fax: 1-888-326-6411

III. YOUR SETTLEMENT AMOUNT

This case has settled, and you have a right to participate in the Settlement.¹ Your Individual Settlement Payment is based on the number of weeks or hours that you worked for Respondent during the relevant time period. The Settlement will provide an average payment of **\$215 per person**. However, depending upon how long you worked for Buffalo Wild Wings, **you may receive more or less than this amount.**

Your Individual Settlement Payment will be subject to a tax breakdown of 50% W-2 wages, and 50% 1099 non-wage income. No tax advice is being provided and you can consult with a tax advisor if you have questions about the tax treatment of this payment.

IV. HOW TO CLAIM YOUR SETTLEMENT AMOUNT

Transmitted with this Notice is a Claim Form. To get your Individual Settlement Payment, you must return a properly completed Claim Form to the Settlement Claims Administrator postmarked by or received online, by facsimile or email, no later than **August**

¹ There are certain conditions that if met would enable Buffalo Wild Wings to have the option to void the Settlement. Therefore, the Settlement will not be final until after the Notice is sent and the number of people participating in the settlement is identified.

20, 2024. If you are receiving this Notice Packet via mail, you may return your Claim Form by U.S. Mail in the enclosed pre-paid envelope, to:

Buffalo Wild Wings Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

Email: BWWSettlement@atticusadmin.com

Website: www.BWWSettlement.com

Toll Free: 1-888-219-6058

Fax: 1-888-326-6411

However, if your Notice is initially returned as undeliverable, the Settlement Claims Administrator shall promptly attempt to locate your address through an electronic search. If a new address is identified, you will be sent the Notice at your new address. If no new address is identified, then you will be sent an email and text message with the Notice and Claim Form. If you fall within this situation, you will have the longer of the initial 60 days or 15 days after the Reissue of the Notice Packet to submit your Claim Form.

If you return a properly completed and signed Claim Form to the Settlement Claims Administrator by the deadline, you will be sent a Settlement check. You will then have 90 calendar days from the date the check is mailed to cash/deposit your check. If you do not cash/deposit your check within that 90-calendar daytime period, you will not receive another payment, but you will NOT be bound by the Release.

V. QUESTIONS

Please carefully review this Notice and the Claim Form/Release, which apply to your Settlement. If you have any questions, please contact the Settlement Claims Administrator as follows:

Buffalo Wild Wings Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

Email: BWWSettlement@atticusadmin.com

Website: www.BWWSettlement.com

Toll Free: 1-888-219-6058

Fax: 1-888-326-6411

VI. ATTORNEYS FOR CLASS MEMBERS

If you join this case by timely submitting a Claim Form, you will be represented by the attorneys below. You may also contact them if you have any questions about the Settlement. Additionally, you may contact the attorneys below if you wish to review or receive a copy of the Confidential Settlement Agreement.

You may wish to keep a copy of this Notice for your records.

THE LAZZARO LAW FIRM, LLC

The Heritage Building
34555 Chagrin Boulevard
Moreland Hills, Ohio 44022
Phone: 216-696-5000
Facsimile: 216-696-7005
Email: anthony@lazzarolaw.com

HODGES & FOTY, L.L.P.

2 Greenway Plaza, Suite 250
Houston, TX 77046
Telephone: (713) 523-0001
Facsimile: (713) 523-1116
Email: agalvan@hftrialfirm.com

PARKS, CHESIN & WALBERT, P.C.

75 Fourteenth Street, 26th Floor
Atlanta, GA 30309
Telephone: (404) 873-8000
Facsimile: (404) 873-8050
Email: jmays@pcwlawfirm.com

JOANNE DEPALO, on Behalf of)
Herself and on Behalf of All Others)
Similarly Situated,)
))
Claimant,)
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vs.)
))
BUFFALO WILD WINGS, INC. AND)
BUFFALO WILD WINGS)
INTERNATIONAL, INC.,)
))
Respondent.)

CONSENT TO PARTICIPATE IN SETTLEMENT, JOIN COLLECTION ACTION, & RELEASE OF CLAIMS

DEADLINE TO RETURN CLAIM FORM: To receive your Individual Settlement Payment, you must timely complete, sign, and return this Claim Form. Your Claim Form must be postmarked by or received online, facsimile or email, on or before **August 20, 2024**. If you lose the envelope, you should send the Claim Form to:

Buffalo Wild Wings Settlement
c/o Atticus Administration
PO Box 64053
Saint Paul, MN 55164

Email: BWWSettlement@atticusadmin.com
Website: www.BWWSettlement.com
Fax: 1-888-326-6411

Please be aware that if your Notice is initially returned as undeliverable, the Settlement Claims Administrator shall promptly attempt to locate your address through an electronic search. If a new address is identified, you will be sent the Notice at your new address. If no new address is identified, then you will be sent an email and text message with the Notice and Claim Form. If you fall within this situation, you will have the longer of the initial 60 days or 15 days after the Reissue of the Notice Packet to submit your Claim Form.

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Claims Administrator of your new address to ensure correct processing of your Claim Form and delivery of your Individual Settlement Payment. It is your responsibility to keep a current address on file with the Settlement Claims Administrator.

CONSENT TO JOIN THIS COLLECTIVE, PARTICIPATE IN SETTLEMENT & AGREEMENT TO BE BOUND TO RELEASE: By signing, dating, and returning this Claim Form, you agree to be bound by the Settlement Agreement, you consent to become a party plaintiff to this action under the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), and you agree to fully, finally and forever release, remise, and discharge Defendant Buffalo Wild Wings, Inc., BWW Resources, LLC, and Blazin Wings, Inc. (including their parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present officers, directors, agents, representatives, attorneys and employees) from any and all wage and hour claims that were asserted or could have been asserted in the lawsuit under Federal and applicable state and local law that accrue from November 18, 2019 through October 24, 2023, including all state and federal claims for unpaid minimum wages, straight time wages, overtime wages, and related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses. Such release includes but is not limited to state law wage payment and wage assignment statutes.

If you wish to review or receive a copy of the Confidential Settlement Agreement, you may contact the attorneys listed in the Notice that you received with this Claim Form.

Date

Signature

Name (Printed)

Other (Maiden) Names Worked Under

Claimant ID: _____

Mailing Address

City, State, Zip