

Tonya DiMuzio and Megan Grilz, on behalf of themselves and all others similarly situated v. Blazin Wings, Inc. a/k/a and d/b/a Blazin Wings Inc. also a/k/a and d/b/a Buffalo Wild Wings; Does 1 through 50, inclusive, Eighth Judicial District Court, Clark County, Nevada, Case No. A-18-771424-C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOU WERE EMPLOYED AS AN HOURLY PAID NON-EXEMPT EMPLOYEE AT A BUFFALO WILD WINGS LOCATION IN NEVADA AT ANY TIME BETWEEN MARCH 20, 2015 AND FEBRUARY 1, 2019, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS

A court authorized this Notice. This is not a solicitation from a lawyer and you are not being sued.

- A Settlement has been reached in the class action lawsuit, *Tonya DiMuzio and Megan Grilz, on behalf of themselves and all others similarly situated v. Blazin Wings, Inc. a/k/a and d/b/a Blazin Wings Inc. also a/k/a and d/b/a Buffalo Wild Wings; Does 1 through 50, inclusive*, Eighth Judicial District, Clark County, Nevada, Case No. A-18-771424-C (the “Lawsuit”). This Lawsuit alleges that individuals employed as hourly paid non-exempt employees at Buffalo Wild Wings locations in Nevada were not compensated for overtime. The Settlement will resolve the claims against defendant Blazin Wings., Inc. d/b/a Buffalo Wild Wings (“BWW”). BWW denies all allegations. The Court has not decided who is right in the Lawsuit.
- If you were employed as an hourly paid non-exempt employee at a Buffalo Wild Wings location in Nevada at any point between March 20, 2015 and February 1, 2019, you may be a Class Member and may be eligible to submit a claim to receive a cash payment.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully. Your rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Settlement Benefits will be available if the Court approves it and after any potential appeals are resolved. Please be patient and check the Settlement Website (www.buffalowildwingsettlementnv.com) to find out whether the Settlement has been approved and when Settlement Benefits may be available.
- Capitalized terms not defined in this Notice are defined in the Settlement Agreement (“Agreement”) filed with the Court and available on the Settlement Website.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	If you are a Class Member, you can submit a Claim Form to receive Settlement Benefits. You can mail, email, or fax a completed claim form or you can submit a claim form online at www.buffalowildwingsettlementnv.com by using your CPT ID and CLASS MEMBER PASSCODE which can be found on your Claim Form. See Questions 9-11 below for more details.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself from the Settlement, you will not receive any Settlement Benefits. This is the only option that allows you to retain your right to bring another lawsuit against BWW or the Released Parties about the issues in the Lawsuit. The postmark deadline to exclude yourself is April 30, 2019. See Questions 15-16, and 18 below for more details.

OBJECT TO THE SETTLEMENT	If you don't like the Settlement, you can write to the Court. You may object to the Settlement and also submit a claim for Settlement Benefits. The filing and postmark deadline to send an objection is April 30, 2019. See Questions 17-18 below for more details.
ATTEND THE FINAL APPROVAL HEARING	The Court has set a hearing on June 18, 2019 at 9:00 a.m. regarding the fairness of the Settlement. You may appear at the hearing, but you don't have to. You may hire your own attorney to appear for you, at your own cost, but you don't have to. If you choose to appear, you can ask to speak to the Court about why you do not like the Settlement. See Questions 20-22 below for more details.
DO NOTHING	If you do nothing and the Settlement is approved, you will not receive any Settlement Benefits. You will be bound by the Settlement and judgment and will not be able to sue BWB or the Released Parties about the issues in this Lawsuit. See Question 14 below for more details.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

The Court has preliminarily approved a Settlement in this Lawsuit. You received this Court-Ordered Notice because records provided to the Settlement Administrator indicate that you were employed as an hourly paid non-exempt employee at a Buffalo Wild Wings location in Nevada at some point between March 20, 2015 and February 1, 2019, and you have a right to know about the Settlement and all your options before the Court decides whether to finally approve it. If the Court approves the Settlement and after any objections and appeals are resolved, Settlement Benefits will be provided. You can obtain information about the progress of the Settlement on the Settlement Website at www.buffalowildwingsettlementnv.com.

The Settlement settles the case *Tonya DiMuzio and Megan Grilz, et al. v. Blazin Wings, Inc., et al.*, Case No. A-18-771424-C against defendant BWB. The Court in charge of this Lawsuit is the Eighth Judicial District Court, Clark County, Nevada. The persons who filed this Lawsuit are called Plaintiffs and the company they sued, BWB, is called the Defendant.

This Notice explains the Lawsuit, the Settlement, your legal rights, what Settlement Benefits are available, who is eligible for them, and how to get them.

2. WHAT IS THIS LAWSUIT ABOUT?

This Lawsuit claims that hourly paid non-exempt BWB employees at Buffalo Wild Wings locations in Nevada were not fully-compensated for overtime in violation of Nevada wage and hour laws. Plaintiffs assert these claims against BWB. This Lawsuit seeks recovery of unpaid wages, damages, and penalties, among other things. BWB denies that it did anything wrong.

3. HOW DOES BWB RESPOND TO THE ALLEGATIONS?

BWB expressly denies that it did anything wrong and does not admit or concede any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been alleged against it in the Lawsuit.

4. HAS THE COURT DECIDED WHO IS RIGHT?

No. The Court has not decided which of the Parties is right.

5. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, the “Class Representatives” (in this case, Tonya DiMuzio and Megan Grilz) sued on behalf of themselves and other people with similar claims who are called Class Members. One court resolves the issues for all Class Members except those who exclude themselves from the Class. The Eighth Judicial District Court, Clark County, Nevada is in charge of the Lawsuit.

6. WHY IS THERE A SETTLEMENT?

The Parties agreed to the Settlement to avoid the costs, uncertainty, and delay of further legal proceedings and the people affected will get the benefits of the Settlement. The Class Representatives and their attorneys think the Settlement is in the best interest of all Class Members.

7. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

To see if you will be part of the Settlement, you must decide whether you are a member of the Class. You are a member of the Class if (a) you are a current or former hourly paid non-exempt employee of BWB at a Buffalo Wild Wings location in Nevada at some time between March 20, 2015 and February 1, 2019 and (b) earned less than 1 1/2 times the applicable minimum wage and worked over eight (8) hours in a workday.

Excluded from the Class are those individuals who have already released the claims asserted in the Lawsuit against BWB. Also excluded are any judge, justice, judicial officer, or judicial staff of the court overseeing the Lawsuit.

8. WHAT IF I’M NOT SURE IF I AM INCLUDED?

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can call 1(888) 369-7080 for more information or review all the settlement documents on the Settlement Website.

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

9. WHAT DOES THE SETTLEMENT PROVIDE?

Without admitting any wrongdoing, BWB has agreed to pay a total amount of up to \$2,800,000 into a Settlement Fund to resolve the Lawsuit and the claims asserted against it. The Settlement Fund includes Administration Costs to be paid to the Settlement Administrator as payment for the costs of administering the Settlement; any Incentive Awards the Court approves to be paid to the Class Representatives; any Fee and Expense Award the Court approves to be paid to Class Counsel; the Net Distribution Amount to be distributed for the benefit of Settlement Class Members who submit Qualified Claims; and Employer Taxes. This Notice provides information about each of these amounts.

The Settlement, if it is approved by the Court and becomes final, will provide a share of the Net Settlement Fund to each Class Member who submits Qualified Claims based on the number of shifts worked during the Class Period. As explained below, the value of the Settlement Benefit is each Settlement Class Member’s (who submits a Qualified Claim) share of the Net Settlement Fund less Payroll Taxes and Required Withholding.

Your current estimated settlement benefit is shown on the accompanying Claim Form. As further explained in the Claim Form, the Settlement Administrator determined your estimated settlement benefit by assuming that all Class Members will submit a claim, and dividing the Estimated Net Settlement Fund by the total number of shifts worked (not employed) by all Class Members between March 20, 2015 and February 1, 2019, then multiplying by the total number of shifts you worked. If you do not agree with the estimated settlement benefit calculated by

the Settlement Administrator, you must send by First Class U.S. Mail a written, signed statement explaining why the calculation is incorrect, along with any supporting documents, to the Settlement Administrator at the address provided below. No challenge will be considered if postmarked after April 30, 2019. If you submit a timely challenge, the Settlement Administrator will evaluate your challenge, and its decision will be final and binding.

Class Members who submit a Qualified Claim and do not exclude themselves from the Settlement (“Settlement Class Members”) will be entitled to receive a Settlement Benefit. After the Court grants Final Approval of the Settlement, the Settlement Administrator will calculate each Settlement Class Member’s actual Settlement Benefit using the following steps:

- Calculate the actual Net Settlement Fund;
- Calculate the actual value per shift to be used for allocating benefits among Settlement Class Members by dividing the actual Net Settlement Fund by the total number of shifts worked (not employed) by all Class Members;
- Multiply the Shift Amount by the total number of shifts worked by each Settlement Class Member who submits a Qualified Claim to determine each Settlement Class Member’s Settlement Benefit and the total Net Distribution Amount;
- Deduct Payroll Taxes and Required Withholding for each Settlement Class Member who submitted a Qualified Claim.

The Net Settlement Fund is presently estimated at \$1,701,579.76, calculated as follows:

\$2,800,000	Settlement Fund
- \$100,000	Administration Costs
- \$15,000	Incentive Awards to the Class Representatives
- \$933,333.33	Fee and Expense Award to Class Counsel
- \$50,086.91	Estimated Employer Taxes due as a result of the wage portion of the Settlement Class Members’ Settlement Benefit
= \$1,701,579.76	Net Settlement Fund

This total will vary if the Court does not approve the requested amounts for the Incentive Award or Fee and Expense Award. This total will also vary depending on the final calculation of Administration Costs and Employer Taxes.

One-third of each Settlement Benefit is intended to settle that Settlement Class Member’s claims for alleged unpaid wages; one-third of each Settlement Benefit is intended to settle that Class Member’s claims for alleged non-wage payments (including penalties); and one-third of each Settlement Benefit is intended to settle that Class Member’s claims for interest. The Settlement Administrator shall issue the appropriate IRS Form W-2s and 1099s to each Settlement Class Member who submits a Qualified Claim.

10. HOW DO I GET A SETTLEMENT BENEFIT?

If you want to receive money from the Settlement (your Settlement Benefit), you must complete and timely submit a Claim Form via online submission, mail, email, or fax.

Please follow all instructions and provide all the required information on the Claim Form. Your claim will be rejected if your Claim Form is incomplete. If your online Claim Form is not submitted, mailed Claim Form is not postmarked, or your emailed or faxed Claim Form is not sent to the Settlement Administrator, by April 30, 2019, then you will not receive any Settlement Benefit.

Unless you exclude yourself from the Settlement by timely sending a request for exclusion to the Settlement Administrator, you will be bound by the terms of the Settlement and will be deemed to have released the legal claims described in the Agreement and will be bound by all other terms of the Settlement.

11. WHAT HAPPENS AFTER A CLAIM FORM IS SUBMITTED?

The Settlement Administrator will mail checks to the last known address of each Settlement Class Member who timely submits a Qualified Claim for the amount of the Settlement Benefit after deducting Payroll Taxes and Required Withholding (the “Settlement Benefit Distribution”).

A Settlement Class Member must cash his or her Settlement Benefit check within ninety (90) days after it is issued. If a Settlement Benefit check is not cashed by the Settlement Class Member within that time, his or her claim will be deemed null and void and of no further force and effect and the funds shall be returned to BWB.

12. WHEN WILL I RECEIVE MY SETTLEMENT BENEFITS?

The judge supervising the Settlement will hold a Final Approval Hearing on June 18, 2019 at 9:00 a.m., to decide whether to approve the Settlement. If the judge approves the Settlement and there are no appeals, settlement benefits will be provided approximately 120 days after the Judge’s approval.

It is possible there will be appeals related to Final Approval, any attorneys’ fees or costs awarded, or any incentive awards to the Class Representatives. It is always uncertain whether and how these appeals will be resolved and resolving them may take time, perhaps more than a year. In the event an appeal is filed, there may be a delay in the provision of settlement benefits. The Settlement Website will be updated with current settlement information, including if Final Approval is entered and the approximate date when any settlement benefits will be available. Please be patient.

13. AM I GIVING UP ANY LEGAL RIGHTS BY STAYING IN THE CLASS?

Yes. Unless you exclude yourself as described below, you will agree to a “Release” of claims as described in the Agreement. You will be part of the Settlement Class and that means you cannot sue, continue to sue, or be part of any other lawsuit against BWB and/or the Released Parties about the legal issues in the Lawsuit. It also means that the Court’s orders will apply to you and legally bind you. You may view the Agreement (Paragraph 39 (Section IX. RELEASE) at pages 26-27) on the Settlement Website for the full language of the legal claims you will give up if you remain in the Settlement.

14. WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court finally approves this Settlement, you will be included in the Settlement and be bound by its Release of claims as described in the immediately preceding section and the Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to receive any of the benefits of the Settlement, but you want to keep the right to sue or continue to sue BWB and/or the Released Parties on your own about the legal issues in this Lawsuit, then you must take steps to get out of the Settlement. This is called excluding yourself from the settlement (also referred to as “opting out”).

15. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send a written statement by First Class U.S. Mail to the Settlement Administrator saying that you want to be excluded from the Lawsuit entitled *Tonya DiMuzio and*

Megan Grilz, et al. v. Blazin Wings, Inc., et al. Be sure to include your name, address, telephone number, and signature. You cannot exclude yourself by phone.

To be valid, your request for exclusion must be postmarked by April 30, 2019 and addressed to:

DiMuzio v. Blazin Wings Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

If you ask to be excluded from the Settlement, you will receive no benefits, you will not be legally bound by the “Release” (described above in the section titled “AM I GIVING UP ANY LEGAL RIGHTS BY STAYING IN THE CLASS?” and in the Agreement), and you will not be legally bound by anything that happens in this Lawsuit, even if the Court finally approves the Settlement.

DO NOT SUBMIT BOTH A REQUEST FOR EXCLUSION AND A CLAIM FORM.

If you submit both a Claim Form and a request for exclusion, and if the Settlement Administrator is unable to contact you to ascertain your intent, the request for exclusion will be deemed invalid and you will be bound by the terms of the Settlement.

16. IF I DON’T EXCLUDE MYSELF, CAN I SUE FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue any of the Released Parties, including BWB, about the issues raised in the Lawsuit. The Agreement, available on the Settlement Website, describes all of the claims you will release (give up) in Paragraph 39.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it. This is called objecting to the settlement.

17. HOW DO I OBJECT TO THE SETTLEMENT?

If you’re a Class Member and have not excluded yourself, you can object to the Settlement if you do not like any part of it. You can also object to any award of attorneys’ fees and costs requested by Class Counsel or any incentive award requested by the Class Representatives. You must give reasons for the objection and why you think the Court should not approve the Settlement, or any request for an award of attorneys’ fees and costs, or any request for an incentive award, as fair, adequate, and reasonable, or why the requests for attorneys’ fees and costs or incentive award should not be granted in part or in full. The Court will consider your views.

To object, state that you object to the Settlement in the Lawsuit entitled *Tonya DiMuzio and Megan Grilz, et al. v. Blazin Wings, Inc., et al.*, Eighth Judicial District Court, Clark County, Nevada, Case No. A-18-771424-C; your full name; your current address; a statement identifying the parts of the Settlement or requests for attorneys’ fees and costs or incentive award to which you object and your reasons for objecting. Please include any documents supporting your objection.

Submit any written objection by filing it with the Court at Department 4, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155 by April 30, 2019, and mailing it, via First Class U.S. Mail, postmarked by April 30, 2019 to:

Class Counsel: Mark R. Thierman
Joshua D. Buck
Leah L. Jones
Thierman Buck LLP
7287 Lakeside Drive
Reno, Nevada 89511

Christian Gabroy
Kaine Messer
Gabroy Law Offices
170 S. Green Valley Pkwy.
Henderson, Nevada 89012

BWW's Counsel: Luanne Sacks
Sacks, Ricketts & Case LLP
177 Post Street, Suite 650
San Francisco, California 94108

Even if you object to the Settlement and the Settlement is approved by the Court, if you submit a claim form you will receive Settlement Benefits to which you are entitled and you will be bound by all of the Agreement's terms.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member, you do not want to be a part of this Lawsuit, and you do not want to receive any of the benefits under the Agreement. If you exclude yourself, you have no basis to object to the Settlement or the Agreement, any requested award of attorneys' fees and costs by Class Counsel, or any incentive award requested by the Class Representatives because the Lawsuit no longer affects you.

19. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing at all, i.e. you do not submit a Claim Form or submit a request for exclusion, and the Court finally approves this Settlement, you will receive no money from the Settlement and will be bound by the Release of claims in this Settlement as described above and in the Agreement.

FINAL APPROVAL HEARING

20. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court has already preliminarily approved the Settlement. The Court will hold a Final Approval Hearing on June 18, 2019 at 9:00 a.m. in Department 4, Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155. The hearing may be moved to a different date or time without notice, so check for updates on the Settlement Website.

At the Final Approval Hearing, the Court will decide whether the Settlement is fair, reasonable, and adequate and will consider whether to make final the certification of the Settlement Class for settlement purposes. The Court will also decide whether to award any attorneys' fees and costs to Class Counsel and whether to award incentive payments to the Class Representatives. If there are objections, the Court will consider them.

At or after the hearing, the Court will decide whether to approve the Settlement, whether to award any attorneys' fees and costs to Class Counsel, and whether to award incentive payments to the Class Representatives. We do not know how long these decisions will take.

If the Court gives Final Approval to the Settlement, then it will enter an order of Final Approval and Judgment. If the Settlement is not finally approved, then the Lawsuit will proceed as if no settlement had been attempted or agreed upon. No Claim Forms will be processed and no relief will be distributed. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement or even anything at all.

21. DO I HAVE TO ATTEND THE FINAL APPROVAL HEARING?

No, you don't have to attend the Final Approval Hearing. Class Counsel will represent all Settlement Class Members at the hearing, and will answer any questions that the Court may have. But you may attend or have your own attorney attend at your own expense. If you filed an objection, you do not have to attend the hearing. As long as you properly file and serve your written objection by April 30, 2019, and it complies with the requirements set forth in Question 17 above, the Court will consider your objection whether or not you attend the hearing.

22. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. If you intend to speak at the Final Approval Hearing, you may, but are not required to, file with the Court and serve by First Class U.S. Mail on Class Counsel and BWB's counsel a Notice of Intention to Appear to the addresses below. Your Notice of Intention to Appear should be filed and served by April 30, 2019. Please include copies of any papers, exhibits, or other evidence that you or your lawyer intend to present to the Court in connection with the Final Approval Hearing.

CLASS COUNSEL	BWB'S COUNSEL
Mark R. Thierman Joshua D. Buck Leah L. Jones Thierman Buck LLP 7287 Lakeside Drive Reno, Nevada	Luanne Sacks Sacks, Ricketts & Case LLP 177 Post Street, Suite 650 San Francisco, CA 94108
Christian Gabroy Kaine Messer Gabroy Law Offices 170 S. Green Valley Pkwy. Henderson, Nevada 89012	Lawrence J. Semenza, III Semenza Kircher Rickard 10161 Park Run Drive, Suite 150 Las Vegas, Nevada 89145

THE LAWYERS REPRESENTING YOU

23. DO I HAVE A LAWYER IN THE CASE?

Plaintiffs Tonya DiMuzio and Megan Grilz and the Class Members are represented by Class Counsel Mark R. Thierman, Joshua D. Buck, and Leah L. Jones of Thierman Buck LLP, and Christina Gabroy and Kaine Messer of Gabroy Law Offices.

You will not be personally charged for Class Counsel's work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense. Any Class Member who does not enter an appearance through

his or her own counsel or appears on his or her own account is represented by Class Counsel. You can contact Class Counsel as follows:

Mark R. Thierman
Joshua D. Buck
Leah L. Jones
THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, Nevada 89511
Tel.: 775-284-1500

Christian Gabroy
Kaine Messer
GABROY LAW OFFICES
170 S. Green Valley Pkwy.
Henderson, Nevada 89012
Tel.: 702-259-7777

24. HOW WILL CLASS COUNSEL AND THE CLASS REPRESENTATIVES BE PAID?

Class Counsel will ask the Court to approve a Fee and Expense Award up to an aggregate amount of one-third of the Settlement Fund, i.e. \$933,333.33. BWW has agreed not to object to Class Counsel's request provided it does not exceed one-third of the Settlement Fund, i.e. \$933,333.33 in the aggregate for attorneys' fees and expenses to Class Counsel. If approved by the Court, this amount will be paid out of the Settlement Fund.

The Class Representatives will ask the Court to approve Incentive Awards of up to a combined maximum of \$15,000 for their assistance in prosecuting the Lawsuit on behalf of the Class. BWW has agreed not to object to this request by the Class Representatives provided it does not exceed \$15,000.

25. HOW DO I GET MORE INFORMATION?

This Notice summarizes the Settlement. You can find more details in the Agreement. You can get a copy of the Agreement, read other key case documents, and get more information on the Settlement Website. You can also call 1(888) 369-7080 for more information.

DO NOT CONTACT THE COURT, BWW, OR BWW'S COUNSEL.