

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

YOU ARE NOT BEING SUED.

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

**CASE NAME AND DOCKET NUMBER: GRAHAM V. FAMOUS DAVE'S OF AMERICA, INC.
CIVIL ACTION NO.: 1:19-CV-00486-DKC**

TO: ALL EMPLOYEES OF FAMOUS DAVE'S OF AMERICA, INC. PAID ON A TIPPED BASIS AT ANY TIME BETWEEN FEBRUARY 19, 2016 THROUGH OCTOBER 31, 2017 WHO WORKED FOR DEFENDANT IN THE STATE OF MARYLAND AS A BARTENDER, SERVER, AND/OR HOST WHERE DEFENDANT PAID SUCH INDIVIDUAL LESS THAN \$8.25 PER HOUR FROM FEBRUARY 19, 2016 THROUGH JUNE 30, 2016, AND/OR LESS THAN \$8.75 PER HOUR FROM JULY 1, 2016 THROUGH OCTOBER 31, 2017.

PLEASE READ THIS NOTICE CAREFULLY, AS IT MAY AFFECT YOUR LEGAL RIGHTS TO RECEIVE PAY RELATED TO AND/OR RESULTING FROM THE POLICIES AND/OR PRACTICES ARISING FROM YOUR EMPLOYMENT WITH FAMOUS DAVE'S OF AMERICA, INC.

IF YOU WISH TO FULLY PARTICIPATE IN THE SETTLEMENT, EXCLUDE YOURSELF FROM THE SETTLEMENT ENTIRELY, COMMENT IN FAVOR OF THE SETTLEMENT, OR OBJECT TO THE SETTLEMENT YOU MUST FOLLOW THE DIRECTIONS PROVIDED IN THIS NOTICE. IF YOU DO NOTHING, YOU WILL PARTICIPATE ONLY IN THE STATE LAW PORTION OF THE SETTLEMENT.

1. Why is this notice being sent?

This notice is to inform you of a Class Action Settlement in the case ***Graham v. Famous Dave's of America Inc.***, Civil Action No. 1:19-cv-00486-DKC, pending in the United States District Court for the District of Maryland ("Lawsuit"). All capitalized terms in this Class Notice are defined in the Settlement Agreement, which is available at www.rg2claims.com/famousdaves.html. If terms are insufficiently identified, discussed, or defined in this Notice or if any terms of this Notice conflict with the Settlement Agreement, the terms of the Settlement Agreement shall prevail.

Plaintiff Christopher Graham ("Plaintiff") is the named plaintiff in the Lawsuit filed suit against Famous Dave's of America, Inc. (who is referred to as "Defendant" or "Famous Dave's"). In the Lawsuit, Plaintiff alleges violations of: the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*; the Maryland Wage and Hour Law ("MWHL"), Md. Code, Lab. & Empl. § 3-401 *et seq.*; the Maryland Wage Payment and Collective Law ("MWPCCL"), Md. Code, Lab. & Empl. § 3-501 *et. Seq.*; and Maryland common law. Pursuant to the Settlement Agreement, the Plaintiff represents a class of individuals who worked at any Famous Dave's restaurant in the state of Maryland owned or operated by Defendant and who i) do not opt-out of the state law class and ii) elects to join the federal law claims in this case through the process described herein. In addition, the individual must have worked at any Famous Dave's restaurant in the state of Maryland at any time from February 19, 2016 through October 31, 2017 ("Class Period") in one or more of the following positions: bartender, server, and/or host (collectively referred to herein as "Tipped Employees"). According to Defendant's records, you were a Tipped Employee and worked one or more days at Famous Dave's during the Class Period. The Plaintiff alleged that Defendant failed to properly pay Tipped Employees by, among other things, failing to satisfy the notice requirements of the tip credit provisions in federal and state law, and causing deductions from tips in violation of applicable federal and state law.

Defendant denies Plaintiff's allegations in their entirety and asserts that at all relevant times, it paid its Tipped Employees properly and that it provided proper notice of the tip credit.

After extensive negotiations, the Parties (Plaintiff and Defendant) have reached a settlement of the Lawsuit (the "Settlement Agreement"). The Court has granted preliminary approval of the Settlement and has scheduled a hearing on December 2, 2022 at 11:00 AM in the United States District Court for the District of Maryland, Baltimore Division, 101 West Lombard Street, Baltimore, MD 21201 to determine whether to grant final approval.

IF YOU ARE ONE OF THE INDIVIDUALS DESCRIBED IN THIS NOTICE WHO IS AFFECTED BY THE PROPOSED SETTLEMENT, YOU MAY GET MONEY FROM THIS SETTLEMENT. TO RECEIVE THE FULL PORTION OF THE SETTLEMENT AMOUNT TO WHICH YOU MAY BE ENTITLED, YOU MUST COMPLETE AND SUBMIT THE "CLAIM FORM, CONSENT TO JOIN AND RELEASE" (the "Claim Form") TO THE CLAIMS ADMINISTRATOR, RG/2 CLAIMS ADMINISTRATION LLC (THE "CLAIMS ADMINISTRATOR") BY OCTOBER 31, 2022. AS AN ALTERNATIVE TO SUBMITTING THE CLAIM FORM VIA FIRST CLASS MAIL, YOU MAY ELECT TO SUBMIT YOUR CLAIM FORM ONLINE. TO

SUBMIT YOUR CLAIM FORM ONLINE, VISIT WWW.RG2CLAIMS.COM/FAMOUSDAVES.HTML AND USE THE LOGIN AND PASSWORD FROM YOUR NOTICE. PLEASE SEE THE CLAIM FORM FOR ADDITIONAL INFORMATION. HOWEVER, IF YOU PREVIOUSLY SUBMITTED A CONSENT TO SUE FORM IN THIS ACTION, YOU DO NOT NEED TO SUBMIT A CLAIM FORM. NEVERTHELESS, YOU MAY, BUT ARE NOT REQUIRED TO, SUBMIT A CLAIM FORM, WHICH CONTAINS A DISPUTE FORM IF YOU DISPUTE THE NUMBER OF HOURS YOU WORKED IN DEFENDANT’S RECORDS.

2. Who is affected by the proposed Settlement?

The Lawsuit was filed as a class and collective action. In a class action, one or more people called “class representatives” (here, Plaintiff Christopher Graham) sue on behalf of people who allegedly have similar claims. This group is called a “class”, and the persons included are called “class members.” One court resolves the issues for all of the class members, except for those who previously excluded themselves from the class. Here, the Court has certified the litigation as a class action. The Plaintiff is serving as the Class Representative for two settlement claim types (defined below) of Tipped Employees who worked at Defendant’s Famous Dave’s restaurants in Maryland during the applicable Class Period, February 19, 2016 through October 31, 2017. Those two claim types are (1) the Maryland Class (“MD Class”) and (2) the FLSA Collective.

To date, the Court has certified, pursuant to Fed. R. Civ. P. 23(a) and (b)(3), the following class:

All Tipped Employees (server, bartender, and/or host) of Famous Dave’s of America, Inc. who worked for Famous Dave’s in Maryland at any time from February 19, 2016 to October 31, 2017 who were not paid the full minimum wage by Defendant based on a “tip credit” claimed by Defendant (“MD Class”).

Individuals who meet the above definition will automatically become part of the MD Class if the individual does not timely request exclusion from the MD Class.

In addition, the following FLSA collective action has been conditionally certified, pursuant to 29 U.S.C. § 216(b), by the Court:

All Tipped Employees (server, bartender, and/or host) of Famous Dave’s of America, Inc. who worked for Famous Dave’s in Maryland at any time from February 19, 2016 to October 31, 2017 who were not paid the full minimum wage by Defendant based on a “tip credit” claimed by Defendant and opt in to become “FLSA Collective Members” by submitting a valid claim form (“FLSA Collective”).

Individuals who either (i) meet the FLSA Collective definition and submit the Claim Form or (ii) previously submitted a Consent to Sue Form will become part of the FLSA Collective in addition to the MD Class.

The MD Class and FLSA Collective are collectively referred to herein as the “Settlement Class Members.”

3. What is this case about?

As set forth in the Complaint, Plaintiff alleges that Defendant failed to satisfy the notice requirements of the tip credit provisions in federal and state law (and thus should have paid Tipped Employees the full minimum wage for every hour worked – e.g., \$8.25 per hour from February 19, 2016 through June 30, 2016, and/or \$8.75 per hour from July 1, 2016 through October 31, 2017 in Maryland). Defendant has responded to the Lawsuit by denying all of Plaintiff’s claims and asserts that it satisfied the tip credit provisions in federal and state law.

The parties in this Litigation disagree as to the probable outcome of the Lawsuit with respect to all issues if it were not settled. While the Plaintiff was prepared to proceed with litigating the case described above, the Plaintiff recognizes that litigating is a risky proposition and that he may not have prevailed on any or all of his claims. Plaintiff was also cognizant of the fact that the restaurant industry in general has

experienced a downturn since his Complaint was filed. Defendant expressly denies any wrongdoing or legal liability.

This Settlement is the result of good-faith, arms-length negotiations between the Plaintiff and Defendant, through their respective attorneys. Both sides agree that, in light of the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the MD Class and FLSA Collective.

4. What are my options?

You have several options with regard to this Settlement. You can: 1) participate in the Settlement in full by submitting the Claim Form, if you have not already submitted a Consent to Sue Form; 2) object to the Settlement; 3) exclude yourself from the Settlement by mailing a request to opt out; or 4) do nothing and, by default, only participate in the state law portion of the Settlement as part of the MD Class. Details about each option and how each option will affect your rights under the law are explained below, specifically in Questions 8-13.

5. What are the terms of the proposed Settlement?

While it denies any liability whatsoever, under the Settlement Agreement, Defendant will pay a total of Nine Hundred Ninety-five Thousand Dollars (\$995,000.00) to settle this Litigation ("Settlement Amount"). The Settlement Amount will be used to cover all payments to Settlement Class Members, fees and expenses incurred by the Claims Administrator in administering this Settlement, attorneys' fees, costs, and expenses of Class Counsel (as awarded by the Court), and any Service Payment to Plaintiff (as awarded by the Court).

The Settlement Amount will be divided amongst Settlement Class Members. The Claims Administrator will calculate Settlement Payments for Settlement Class Members in four steps. The methodology is briefly described below and is set forth in detail in the Settlement Agreement.

First, the Claims Administrator will deduct from the Settlement Amount the following amounts as awarded or permitted by the Court: (i) Class Counsel's attorneys' fees in an amount not greater than \$331,666.67, plus reasonable expenses (estimated to be \$13,307.78), (ii) the Service Payment, if any, to the Plaintiff (in an amount not to exceed \$5,000.00) and (iii) the fees and expenses of the Claims Administrator. The Claims Administrator currently estimates their fees and expenses to be approximately \$16,768.00. After all applicable deductions, the resulting number will be referred to as the "Estimated Net Settlement Amount." The Claims Administrator has calculated the Estimated Net Settlement Amount to be \$628,257.55. For each Settlement Class Member, the Claims Administrator will multiply the total hours worked by that individual and the difference between the full state minimum wage for Maryland and the hourly rate actually paid by Defendant to that Settlement Class Member. This number will be referred to as the "Estimated Individual Damage Amount."

For example, here is how an Estimated Individual Damage Amount would be calculated for a Tipped Employee who worked for Defendant during the Class Period:

In Maryland (state minimum wage was \$8.25 per hour): Hours worked x tip credit claimed by Defendant (\$4.62 per hour) = Estimated Individual Damage Amount. Thus, if Defendant took a tip credit of \$4.62 per hour, and that employee worked 100 hours during the Class Period, that individual Tipped Employee would be owed \$462.00.

The Estimated Individual Damage Amount for all Settlement Class Members will then be added together by the Claims Administrator to determine the "Class Members' Total Damages Amount." Then, the Claims Administrator will divide the Estimated Net Settlement Amount by the Class Members' Total Damages Amount. Finally, the resulting fractional amount will be multiplied by the Individual Damage Amount to determine that individual's Estimated Settlement Payment.

FLSA Collective Members (*i.e.*, Class Members who submit a Claim Form or who have previously submitted a Consent to Sue Form) shall receive at least 100% of their final pro-rata Settlement Payment. The payment shall consist of three amounts: (a) the FLSA Settlement Payment representing twenty percent (20%) of the Class Member's Settlement Payment; (b) the MD Settlement Payment representing forty percent

(40%) of the Class Member's Settlement Payment; and (c) the liquidated damages and interest payment representing forty percent (40%) of the Class Member's Settlement Payment. As set forth in the Settlement Agreement, employee wage taxes, along with any wage garnishments, tax liens, or child support payments shall be withheld from the wage portion of the Settlement Payment (*i.e.*, any FLSA Settlement Payment and MD Settlement Payment).

Those who participate only in the MD Class (*i.e.*, Class Members who do not submit a Claim Form or who did not previously submit a Consent to Sue Form, and who do not submit a Request for Exclusion) shall receive 80% of their final pro-rata Settlement Payment. The payment shall consist of two equal amounts: (a) the MD Settlement Payment representing forty percent (40%) of the Class Member's Settlement Payment; and (b) the liquidated damages and interest payment representing forty percent (40%) of the Class Member's Settlement Payment. As set forth in the Settlement Agreement, employee wage taxes, along with any wage garnishments, tax liens, or child support payments shall be withheld from the wage portion of the Settlement Payment (*i.e.*, any MD Settlement Payment).

Thus, based on preliminary calculations, the Class Members' Total Damage Amount is \$1,363,692.77. Assuming the Court approves all fees and expenses, and if all Tipped Employees fully elect to become members of the FLSA Collective, a Settlement Class Member could expect to receive approximately 46.07% of their total wages owed during the Class Period. Hence if a Settlement Class Member was owed \$1,000.00 in back wages, they would receive at least \$460.70 under this proposed Settlement if they opted in to the FLSA Collective, and \$368.56 if they failed to become a member of the FLSA Collective, but did not file a request to exclude themselves from the MD Class.

The Claims Administrator has calculated your Estimated Individual Damages Amount based on the number of hours you worked during the Class Period to be [Please refer to your Notice Packet for your Estimated Individual Damages Amount]. Here is the estimate of the amount you will receive, should the Settlement be approved and all Tipped Employees elect to become part of the FLSA Collective:

At least \$[Please refer to your Notice Packet for your Estimated Settlement Payment Amount] if you submit a Claim Form or previously submitted a Consent to Sue Form, and you DO NOT request to be excluded from the Maryland Class (in which case you are an "FLSA Collective Member").

OR

#[Please refer to your Notice Packet for your Estimated Settlement Payment Amount] if you DO NOT submit a Claim Form and have not previously submitted a Consent to Sue Form, and you DO NOT request to be excluded from the MD Class.

OR

\$0.00 if you DO NOT submit a claim form or previously submitted a Consent to Sue Form, and you DO request to be excluded from the MD Class.

Please note that these numbers may go up if less than all Tipped Employees file a Claim Form. **Please note that to receive a payment for the twenty percent of your Estimated Settlement Payment that has been allocated for FLSA Settlement Payments, you must complete and return a Claim Form if you have not previously submitted a Consent to Sue Form. If you fail to complete and timely return your Claim Form, your portion of the Settlement allocated for FLSA Settlement Payments will be redistributed to those individuals who timely submit their valid Claim Form (up to a maximum of five times the Estimated Settlement Payment).** Pursuant to the Settlement Agreement, individuals who do not timely submit a valid Claim Form and do not submit a Request for Exclusion, will only receive a check representing their Maryland Settlement Payment and their liquidated damages payment.

Your estimated recovery is based on the number of hours recorded in Defendant's timekeeping system. If you believe the number of hours recorded is in error, you may notify the Claims Administrator and dispute this amount. Please provide the Claims Administrator with any and all documents that support your claim. Additional information on how to dispute the number of hours recorded is set forth in the Claim Form.

As part of the Settlement Amount, and in addition to any amount recoverable as a Settlement Class Member, Defendant has agreed not to oppose Plaintiff Graham's request for a Court award of up to Five Thousand Dollars (\$5,000.00) in recognition of the risk Plaintiff took in bringing this Lawsuit and efforts he expended in prosecuting and resolving the Litigation by, among other things, responding to discovery

and sitting for his deposition. The actual amount, if any, of the Service Payment Plaintiff will receive will be decided by the Court after it considers the risks Plaintiff incurred and the benefits he helped obtain for the MD Class and FLSA Collective Members.

6. Who represents the Parties?

Plaintiff and Settlement Class Members:

Gerald D. Wells, III
CONNOLLY WELLS & GRAY, LLP
101 Lindenwood Drive
Suite 225
Malvern, PA 19355
Phone: (610) 822-3700
Facsimile: (610) 822-3800
www.cwglaw.com

Edward W. Ciolko
LYNCH CARPENTER, LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
T: (412) 322-9243
F: (412) 231-0246
www.lcllp.com

Defendant

Joyce E. Smithey
SMITHEY LAW GROUP, LLC
706 Giddings Avenue
Suite 200
Annapolis, MD 21401
Phone: (410) 919-2990
www.smitheyllaw.com

7. How will the attorneys for the class be paid?

Class Counsel, as defined in the Settlement Agreement, will request an award of fees that does not exceed one-third of the Settlement Amount (Three Hundred Thirty-one Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$331,666.67)), plus reimbursement of out-of-pocket expenses. Currently, Class Counsel estimates their expenses to be approximately \$13,307.78 as these fees resulted primarily from costs associated with deposition transcripts, travel for depositions, and court conferences. Any attorneys' fees, expenses, and costs awarded in conjunction with the Settlement shall be paid from the Settlement Amount. Any fees, expenses, and costs awarded by the Court in connection with this Settlement shall include and constitute satisfaction of the entire amount of attorneys' fees and costs awarded by the Court, and shall be distributed by the Claims Administrator after the Court makes a determination regarding the amount of any fees and costs to be awarded.

Class Counsel's Motion for Attorneys' Fees, Expenses, and Costs will be a public document filed with the Court. Once filed, Class Counsel's Motion will be available on the following website: www.rg2claims.com/famousdaves.html. The actual amount awarded will be determined by the Court to ensure that the amount of attorneys' fees and costs are reasonable.

8. How do I participate in the Settlement and what happens if I do participate?

To receive the full portion of the Settlement Amount to which you may be entitled, including your FLSA Settlement Payment, you must complete, sign and return the Claim Form to the Claims Administrator, by mailing it postmarked no later than October 31, 2022 or submitting the Claim Form online at www.rg2claims.com/famousdaves.html, using the login and password from your notice, unless you have previously submitted a Consent to Sue Form.

By submitting a Claim Form, you are electing to become a member of the FLSA Collective. If the Court approves the Settlement, you will receive a distribution amount calculated as described in Section 5. The Claim Form is enclosed with this Notice and may also be obtained by contacting the Claims Administrator at the address or phone number that appears at the end of this notice. **Please note, you will only receive all of the funds you would be entitled to under the Settlement if you submit a Claim**

Form and elect to become a member of the FLSA Collective, unless you have previously submitted a Consent to Sue Form (see Question 10 below).

For those who have not previously submitted a Consent to Sue Form, should you choose to return your Claim Form and become a member of the FLSA Collective, and if the Court grants final approval of the Settlement, you will be deemed by the Court to have fully and irrevocably released and waived any and all state and federal wage claims you may have against Defendant for known and unknown acts during the period from February 19, 2016 through October 31, 2017. You will be unable to bring any claim against Defendant that is included in the Release of Claims listed on the Claim Form. The full release is contained in the Settlement Agreement.

If you are entitled to receive a Settlement Payment, you will receive your Settlement Check for your distribution from the Settlement Amount after final approval and after the Settlement becomes effective.

If you have not previously submitted a Consent to Sue Form and do not submit a valid Claim Form, you will not receive the FLSA Settlement Payment portion and the FLSA portion of your individual Settlement Payment (representing 20% of your total payment) will not be paid to you. Instead, it will be reapportioned among all FLSA Collective Members who did timely submit a valid Claim Form (up to a maximum of five times the Estimated Settlement Payment).

Please be advised that if you do not endorse your Settlement Check, that portion of your settlement proceeds will be reallocated to a Court appointed *cy pres* recipient. A full explanation of how the Settlement Amount will be distributed is contained in the Settlement Agreement.

9. How quickly must I act to receive my full Settlement distribution?

To join the FLSA Collective and receive your full distribution from the Settlement Amount, you must properly complete and timely submit the enclosed Claim Form to the Claims Administrator, if you have not previously submitted a Consent to Sue Form. **THE CLAIM FORM MUST BE POSTMARKED OR RECEIVED BY THE CLAIMS ADMINISTRATOR ON OR BEFORE OCTOBER 31, 2022, TO SUBMIT THE CLAIM FORM ONLINE VISIT WWW.RG2CLAIMS.COM/FAMOUSDAVES.HTML AND USE THE LOGIN AND PASSWORD FROM YOUR NOTICE OR MAIL THE CLAIM FORM TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS LISTED ON THE CLAIM FORM.**

10. What if I previously submitted a Consent to Sue Form?

During the course of the Litigation, the Court previously granted conditional certification under the FLSA to a limited group of Tipped Employees. In response to that notice mailing, some individuals submitted Consent to Sue Forms that were filed with the Court. As part of this Settlement, those individuals are already considered part of the FLSA Collective. Thus, if you previously submitted a Consent to Sue Form, you are already a member of the FLSA Collective and you do not need to submit a Claim Form to receive your full distribution of the Settlement Amount. If you are uncertain as to whether you previously submitted a Consent to Sue Form, you can contact Class Counsel (see Question 16 below) to inquire. Importantly, if you are uncertain as to whether you submitted a Consent to Sue Form previously, you are encouraged to submit a Claim Form. There is no harm in submitting a Claim Form if you have already submitted a Consent to Sue Form. If you believe the number of hours recorded is in error, you may notify the Claims Administrator and dispute this amount and submit the Claim Form, which contains a dispute form. The Claim Form contains additional information on how to dispute the number of hours recorded. If you have submitted a Consent to Sue Form, and you also submit a Claim Form, the amount of your recovery will not change. You will only be entitled to your individual proportional share of the Net Settlement Amount as detailed in this notice. Remember, the Claim Form **MUST BE POSTMARKED OR RECEIVED BY THE CLAIMS ADMINISTRATOR AT THE ADDRESS SET FORTH BELOW ON OR BEFORE OCTOBER 31, 2022 or submitted online using your unique login and password contained in this Notice.**

If you previously submitted a Consent to Sue Form and now wish to exclude yourself from this Settlement, you must follow the directions set forth in Question 12 below regarding how to opt-out of the Settlement. Please note that if you elect to opt-out, your previously filed Consent to Sue Form will be

withdrawn and you will not be entitled to any recovery under the Settlement. In addition, your statute of limitations will begin to run again.

11. What if I choose to object to the Settlement?

You can object to the terms of the Settlement before final approval. However, if the Court approves the Settlement, you may still be bound by the terms of the Settlement. You may both object to the Settlement and participate in it, but you must timely file a Claim Form to receive your full portion of the Settlement.

To object, you must submit a written objection, along with any supporting documents or materials by **October 31, 2022** to the Claims Administrator. Counsel for the Parties will then be notified of your objection and file it with the Court. Any Settlement Class member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Service Payment to the Plaintiff, the claims process, and any and all other aspects of the Settlement.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE YOUR FULL PORTION OF THE SETTLEMENT, YOU MUST STILL TIMELY FILE YOUR CLAIM FORM AS STATED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OR ANY OTHER OBJECTION AND YOU HAVE NOT SUBMITTED A CLAIM FORM, YOU WILL NOT RECEIVE AN FLSA SETTLEMENT PAYMENT. YOU WILL STILL RECEIVE A MD SETTLEMENT PAYMENT SO LONG AS YOU HAVE NOT FILED A REQUEST FOR EXCLUSION.

12. What if I choose to exclude myself from, or "opt out" of, the Settlement?

You may exclude yourself from the Settlement by submitting the Request for Exclusion (enclosed in the Notice Packet). Settlement Class Members may also exercise this option by sending a letter by mail to the Claims Administrator that states: "I request to be excluded from the settlement in ***Graham v. Famous Dave's of America, Inc.***, Civil Action No. 1:19-cv-00486-DKC. I affirm that I was employed by Defendant as a Tipped Employee on one or more days between February 19, 2016 and October 31, 2017 at Famous Dave's." Any Settlement Class Member who wishes to opt-out must also include his or her full name, address, and telephone number. Settlement Class Members may not exclude themselves by telephone, fax, or email. If a fully completed and properly executed Request for Exclusion is not received by the Claims Administrator from a Settlement Class Member and postmarked on or before **October 31, 2022**, you will be considered part of the MD Class. If you submit a Request for Exclusion but also submit a valid Claim Form, the Claims Administrator will attempt to reach you seeking clarification. Should clarification not be received, the later mailed document will govern, and if it cannot be ascertained which document was later mailed, the Claim Form will govern and the individual will be bound by the terms of the release set forth on the Claim Form and Settlement Agreement. **If you previously submitted a Consent to Sue Form, and now submit an Exclusion Form, your previously filed Consent to Sue Form will be withdrawn, and you will not be allowed to participate in the Settlement or receive any proceeds.**

An individual cannot exclude themselves from the MD Class but also partake in the Settlement as a member of FLSA Collective.

If you timely complete and submit a Request for Exclusion, you will not participate in these proceedings or receive any money from the Settlement, and your portion of the MD Settlement Payment will be redistributed to those Class Members who did not opt out of the Settlement. If you opt out, you will not be subject to the Release of Claims set forth in the Settlement Agreement and Claim Form. **Please note that unless you submit a Request for Exclusion, the release of claims contained in the Settlement Agreement will have the same force and effect upon the MD Class as if the Settlement Agreement were executed by each member of the MD Class.**

13. What if I do nothing?

If you have not previously submitted a Consent to Sue Form and you do nothing, you will not receive your portion of the distribution attributable to the FLSA, but you will receive your MD Settlement Payment and liquidated damages, and you will still be bound by the Release of Claims set forth in the Settlement Agreement. In short, you will be precluded from asserting any wage claims against Defendant under Maryland state law based on the facts asserted in the Complaint. If you have previously submitted a Consent to Sue Form and do nothing, you are already a member of the FLSA Collective and will be considered a Settlement Class Member.

If you are entitled to receive a Settlement Payment, you will receive your Settlement Check for your distribution from the Settlement Amount after final approval and after the Settlement becomes effective.

All Tipped Employees are strongly encouraged to review this Notice and make a decision as to whether you wish to fully participate in the Settlement and receive a full distribution from the Settlement Amount and to return the appropriate form within the allotted time period.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at 11:00 a.m. on December 2, 2022, at the United States District Court for the District of Maryland, Baltimore Division, 101 West Lombard Street, Baltimore, MD 21201. The specific courtroom will be noted at www.mdd.uscourts.gov/calendar. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are valid objections that comply with the requirements in Question 11 above, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and Plaintiff.

Please note that the Court may reschedule the Final Approval Hearing if it deems it necessary. Any such rescheduling will be posted on the settlement website at www.rg2claims.com/famousdaves.html.

15. Do I have to attend the Final Approval Hearing?

No. Class Counsel will appear on behalf of the preliminarily certified MD Class and conditionally certified FLSA Collective. But, you are welcome to come, or have your own lawyer appear at your own expense.

16. Who can answer questions regarding the Settlement?

This Notice only summarizes the Settlement terms for the Lawsuit. For more information about the settlement or if you have any questions regarding the settlement, you may contact your class counsel, Connolly Wells & Gray, LLP at:

Gerald D. Wells, III
Connolly Wells & Gray, LLP
101 Lindenwood Drive, Suite 225
Malvern, PA 19355
Phone: (610) 822-3700
Email: gwells@cwglaw.com

Additional information about this proposed Settlement is available at www.rg2claims.com/famousdaves.html, a website maintained by the Claims Administrator or you may contact the Claims Administrator at:

Graham v. Famous Dave's Settlement
C/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Toll Free Number: 1-866-742-4955
Email: info@rg2claims.com
Facsimile: (215) 827-5551

***Do not contact the Court directly about this matter.
The Court cannot provide you with legal advice or any opinion regarding the
Lawsuit or proposed settlement.***