

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

Marin, et al. v. Dave & Buster's, Inc., et al., No. 15 Civ. 3608 (AKH)

Class Member Identification Number: _____

If You Were A Full-Time Employee of Dave & Buster's
On Or After February 1, 2013 And Had Your Hours Reduced
To Part-Time At Any Time On Or After May 8, 2013
You May Receive A Payment From A Class Action Settlement

A Federal Court preliminarily approved this Settlement and authorized this notice. It is not a solicitation from a lawyer. You are not being sued.

- The Settlement will provide a total of \$7,425,000 to pay claims to current and former employees of Dave & Buster's, Inc. ("Dave & Buster's") and to pay attorneys' fees and costs to counsel for the Class in this lawsuit.
- The Settlement also will prohibit Dave & Buster's from discharging, fining, suspending, expelling, disciplining, or discriminating against any employee, or reducing any employee's hours or denying an employee increased hours, for the purpose of denying that employee coverage, or eligibility for coverage, under the Dave & Buster's Health Insurance Plan, as more fully described below.
- The Court has not decided who is right and who is wrong. This Settlement was entered into voluntarily between the Parties and their attorneys without any findings of liability.
- This Notice explains how you may participate in the Settlement.
- You can, if you wish, opt out of the Settlement, but if you do so and you still wish to pursue claims against Dave & Buster's, you will have to commence a new action and represent yourself in that case or obtain new lawyers to represent you. You can also object to the Settlement (but if you object, you cannot opt out). **Your legal rights are affected whether you act or don't act. Read this Notice carefully.**
- If you do not opt out of the Settlement, you will be mailed a Settlement Check upon Final Approval of this Settlement by the Court.

Any questions? Read on. You can also visit www.strategicclaims.net.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW AND DEPOSIT OR CASH THE CHECK THAT YOU WILL RECEIVE IN THE MAIL IF THE SETTLEMENT IS APPROVED BY THE COURT	This is a way to get payment.
EXCLUDE YOURSELF BY MARCH 25, 2019	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants about the legal claims in this case.
OBJECT BY MARCH 25, 2019	Write and tell the Court about why you don't like the Settlement. You may object and receive payment.
GO TO A HEARING ON MAY 9, 2019	Ask to speak in Court on May 9, 2019 at 2:30 p.m. about the fairness of the Settlement.

BASIC INFORMATION

1. Why did I get this Notice?

Dave & Buster's records show that you worked full-time for Dave & Buster's on or after February 1, 2013 and that your hours were reduced to part-time at some point on or after May 8, 2013.

The Court directed that this Notice be sent to you because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to approve the Settlement. If the Court approves it, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows. You can stay informed about the progress of the Settlement by going to www.strategicclaims.net

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

The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is known as *Maria de Lourdes Parra Marin, on behalf of herself and all other persons similarly situated v. Dave & Buster's, Inc., and Dave & Buster's Entertainment, Inc.*, No. 15 CV 3608 (S.D.N.Y.).

2. What is a class action and who is involved?

In a class action lawsuit, one or more persons called "Plaintiffs" or "Class Representatives" sue on behalf of other people who may have similar claims. All these people are a "Class" or "Class Members." The Class Representative who sued – and all of the Class Members like them – are called the Plaintiffs. The companies they sued (in this case Dave & Buster's and Dave & Buster's Entertainment, Inc.) are called the Defendants. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class. Judge Alvin K. Hellerstein will supervise the process of approving the Settlement of this class action.

3. What is the lawsuit about?

The Plaintiff in this case alleges that Defendants, as part of the Position to Win Program, reduced the hours of certain Dave & Buster's employees from full-time to part-time in order to avoid having to offer and pay for employee health benefits. Plaintiff alleged that cutting those hours for the purpose of depriving employees of benefits was a violation of federal law. Plaintiff sought reinstatement of hours and benefits, and lost wages and benefits incidental to the reinstatement of hours and benefits. Dave & Buster's denies that it violated any law and maintains that it has consistently acted in accordance with all governing laws at all times. Dave & Buster's agreed to settle the lawsuit to avoid continued litigation, but specifically denies any wrongdoing or liability. The Parties' claims are more fully described in the Complaint and in other documents on file with the Court.

4. Who is in the Class?

The Class consists of certain employees of Dave & Buster's who were full-time on or after February 1, 2013 and who had their hours reduced to part-time at any time on or after May 8, 2013. Employees in Hawaii are not part of the Class. If you choose to exclude yourself from the Class, you will not be in the Class.

5. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Defendants. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representative and the Class' lawyers think the Settlement is best for all Class Members.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Pursuant to the Settlement Stipulation, Dave & Buster's has agreed to pay up to \$7,425,000 to settle the class claims in this case. In addition to the Settlement Payments to the Class Members, the money in the qualified settlement fund will be used to pay for fees and costs of Class Counsel, any Incentive Award to the Class Representative, the costs of notice and administration of the Settlement, and payroll taxes.

The Settlement also will provide Injunctive Relief in the form of an agreement by Dave & Buster's to prohibit management, as part of its Position to Win program or otherwise, from discharging, fining, suspending, expelling, disciplining, or discriminating against any employee, or reducing any employee's hours or denying an employee increased hours, for the purpose of denying that employee coverage, or eligibility for coverage, under the Dave & Buster's Health Insurance Plan or interfering with the attainment of any right to which such employee may become entitled under the Dave & Buster's Health Insurance Plan.

Dave & Buster's cannot retaliate against you for participating in this Class Action.

7. What will a Class Member receive from the Settlement?

You will be paid a proportionate share of the Class Settlement Amount, as determined by the Settlement Administrator in accordance with a Court-approved formula, and based on a number of factors, including: your average weekly hours worked both before and after your change from full-time to part-time status; your rate of pay; the length of time you worked for Dave & Buster's after your change in status; and your enrollment in and/or eligibility for health insurance offered by Dave & Buster's to full-time employees.

8. How can I get a payment?

You will receive a Settlement Check in the mail after the Court gives its final approval of the Settlement, as long as you do not return a written request to exclude yourself from the Settlement, as discussed below.

You will receive IRS Forms W-2 and/or 1099-MISC with the Settlement Check. Each Class Member's tax obligation, including the determination thereof, is the Class Member's responsibility. Neither Plaintiff, Dave & Buster's, their counsel, nor the Settlement Administrator is providing tax advice to Class Members.

9. When would I get my payment?

The Court will hold a hearing on May 9, 2019, at 2:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals after such approval, which could delay payments. Resolving appeals can take time. Please be patient. You can stay informed about the progress of the Settlement by going to www.strategicclaims.net. **Keep the Settlement Administrator informed of any changes in your name and address during this time.**

10. What am I giving up to get a payment or stay in the Class?

If you stay in the Class, that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues in this case. It also means that the Court's orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement, you are agreeing to a "release of claims" as described in the Settlement Stipulation. If you believe you have other claims against Dave & Buster's which you wish to preserve, you should consult with an attorney.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, and you want to keep the right to sue or continue to sue the Defendants on your own about the issues in this case, then you must do something to get out of this case. This is called "excluding yourself from" or "opting out" of the Settlement.

11. How do I get out of the Settlement?

If you wish to exclude yourself from the Settlement, you must submit a written request. To do so, you must send a written, signed statement to the Settlement Administrator stating "I opt out of the Marin, et al. v. Dave & Buster's, Inc., et al. Class Action" or words to that effect that clearly express your desire to exclude yourself from this Settlement and litigation. Be sure to include your name, address, telephone number, and the last four digits of your social security number, as well as the

Class Member Identification Number listed on the first page of this Notice. The letter must be signed by you.

To be effective, the Request for Exclusion must be mailed, emailed, or faxed to the Settlement Administrator on or before March 25, 2019. It must be sent to the Settlement Administrator at the mailing address, email address, or fax number listed below.

If you submit your request for exclusion by mail, the letter must be mailed to D&B Settlement Administrator, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, Media, PA 19063-2561.

If you submit your request for exclusion by email, your request must be sent to info@strategicclaims.net.

If you submit your request for exclusion by fax, your request must be sent to 1-610-565-7985.

12. If I exclude myself, can I get money from the Settlement?

If you exclude yourself from the Class – which is also sometimes called “opting-out” of the Class – you will not get any money from the Settlement. If you exclude yourself, you will not be legally bound by the Court’s orders or judgments in this lawsuit.

13. If I don’t exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit against the Defendants involving any claim whatsoever, even if it is unrelated to wages or benefits, speak to your lawyer in that lawsuit right away. The exclusion deadline is explained above in Section 11.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed the following law firms as Class Counsel: Abbey Spanier, LLP, 212 East 39th Street, New York, New York 10016; Conover Law Offices, 345 Seventh Avenue, 21st Floor, New York, New York 10001; and Frumkin & Hunter LLP, 1025 Westchester Ave, Suite 309, White Plains, New York, 10604. Unless you choose to hire your own attorney, these attorneys will represent you as part of the Class. You have the right to hire your own attorney.

15. How will Class Counsel be paid?

Class Counsel will ask the Court for attorneys’ fees and expenses in an amount not exceeding 33% of the Class Settlement Amount. To date, Class Counsel has received no payment for fees and expenses advanced on behalf of the Class. Class Counsel will also ask for a payment of \$35,000 to the Class Representative for her efforts in this case. The Court may award less than the amounts requested by Class Counsel.

Class Counsel’s attorneys’ fees and lawsuit costs and any payments to the Class Representative will be paid out of the Class Settlement Amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

16. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying you object to "**Marin, et al. v. Dave & Buster's, Inc., et al.**" You must include your name, address, telephone number, the last four digits of your social security number, your Class Member Identification Number listed on page 1 of this Notice, the dates that you worked at Dave & Buster's, your signature, the detailed reasons you object to the Settlement, and whether you are represented by your own lawyer.

To be considered by the Court, a timely objection must be submitted by a Class Member who has not requested exclusion from the Class, and state the specific reason for each objection, including any legal support that the objector wishes to bring to the Court's attention, and copies of any documentary evidence. You must also state whether you will appear at the hearing on May 9, 2019, in person or not.

To be effective, your objection must be mailed, emailed, or faxed to the Settlement Administrator on or before March 25, 2019. It must be sent to the Settlement Administrator at the mailing address, email address, or fax number listed below.

If you submit your request to object by mail, the letter must be mailed to D&B Settlement Administrator, c/o Strategic Claims Services, 600 N. Jackson Street, Suite 205, Media, PA 19063-2561.

If you submit your request to object by email, your request must be sent to info@strategicclaims.net.

If you submit your request to object by fax, your request must be sent to 1-610-565-7985.

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to attend or speak.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on May 9, 2019 at 2:30 p.m. at Courtroom 14D in the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Hellerstein will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. The Court may also decide how much to pay Class Counsel. We do not know how long the decision will take. The Court may postpone and/or reschedule the hearing without giving you any further notice. Information

about any changes to the date of the hearing and the outcome of the hearing will be posted at www.strategicclaims.net as it becomes available.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your written objection in on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the Fairness Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in **Marin, et al. v. Dave & Buster's, Inc., et al.**" Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than March 25, 2019 and be sent to the Settlement Administrator at the address listed in the answer to Question 16. Include on the envelope and your correspondence the following: "No. 15 CV 3608 (S.D.N.Y.)". You cannot speak at the hearing if you exclude yourself.

21. What happens if the Court does not approve the Settlement?

If the Settlement is not finally approved by the Court, the case will proceed forward to trial or other resolution by the Court as if there had been no Settlement.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Stipulation. You can get a copy of the Settlement Stipulation by visiting the website, www.strategicclaims.net, where you will find the Settlement documents, a change of address form, and other information. If you need additional information, you should write to Class Counsel (at the addresses set out in the answer to question 14 above) or call 1-866-274-4004.

Please Do Not Call The Court or The Court Clerk.