

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPREME COURT OF THE STATE OF NEW YORK **COUNTY OF NEW YORK**

PLEASE READ THIS NOTICE CAREFULLY. This Notice is being sent to you because you have been identified as having worked at *PCR Store 501* (“Wingstop”) located at 905 White Plains Road, Bronx, NY 10473 at some point between December 1, 2020 and February 2, 2024 as a Crew Member, Assistant Manager and/or Shift Leader. This notice relates to the settlement of a class action litigation. It contains important information as to your right to participate in the settlement and claim a payment from the settlement or to exclude yourself from the litigation and not participate.

INTRODUCTION

Plaintiffs Rymel Leonard and Chaunda Lee (“Plaintiffs”), on behalf of themselves and all others similarly situated, has a pending lawsuit in the Supreme Court of the State of New York, County of Bronx, entitled *Rymel Leonard and Chaunda Lee v. PCR Store 501, PCR Store 502 LLC, PCR Store 503 LLC, PCR Store 505 LLC, PCR Store 601 LLC, PCR Store 602 LLC, PCR Store 603 LLC, PCR Store 604 LLC, PCR Store 605 LLC, PCR Store 612 LLC*. Index No. 803549/2022E (the “Lawsuit”). In the Lawsuit, Plaintiffs asserts claims under the New York Labor Law (“NYLL” or “New York law”) for failure to pay all wages owed including for shift change premiums and uniform maintenance pay. Wingstop denies these allegations. The Court has certified the Lawsuit to be a class action for settlement purposes only, and you have been identified as a Class Member. That is why you are receiving this notice. Wingstop has reviewed and investigated this matter and denies any wrongdoing. Nevertheless, Wingstop has decided to resolve the Lawsuit in order to avoid the expense of further litigation and the ongoing disruption to their business operations. Plaintiffs and Wingstop have entered into a Settlement Agreement and Release (“Settlement Agreement”), which is described in detail below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
PARTICIPATE BY SUBMITTING THE CLAIM FORM PROVIDED	<p>If you wish to participate in the settlement and receive a payment, you must submit to the Settlement Claims Administrator the attached Claim Form and Release by March 24, 2026. Further instructions are included on that form. By submitting the Claim Form, you will give up any rights to separately sue Wingstop for the wage and hour claims alleged in the Amended Complaint.</p> <p>You can also submit this claim form online using the following information: www.PCRSettlement.com</p> <p>CPT ID: <<ID>> Passcode: <<Passcode>></p>
DO NOTHING	<p>If you do nothing, you will remain a part of the class and you will give up any rights to separately sue Wingstop for the wage and hour claims in the Amended Complaint. However, you will not receive any money from the settlement.</p>
EXCLUDE YOURSELF	<p>By excluding yourself, you give up any right to receive a payment from this settlement. You will, however, keep any rights to sue Wingstop for the same legal claims that are asserted in this lawsuit.</p>
OBJECT	<p>Write to the Court and explain why you do not agree with the settlement; however, you must still submit a Claim Form and Release even if you object. If you exclude yourself from the settlement, you may not object. If you object in writing, you may also ask to speak in Court about the fairness of the settlement. You may only appear in Court to speak about the fairness of the settlement if you file a timely written objection to the settlement and if you do not exclude yourself from the settlement.</p>

1. What is the purpose of this Notice?

Wingstop’s records state that you worked for Wingstop in Store 501 located at 905 White Plains Road, Bronx, NY 10473 during the time period of December 1, 2020 and February 2, 2024 and were a non-exempt Crew Member, Assistant Manager and/or Shift Leader. The purpose of this Notice is to inform you of your rights and options and the time frame by which you must exercise your rights under the Settlement Agreement. If you did not work for Wingstop in Store 501 located at 905 White Plains Road, Bronx, NY 10473 during this time period, you may ignore this notice.

The Court still has to decide whether or not to approve the settlement. Payments will be made only if the Court approves the settlement.

2. How much will my payment be?

You will receive an award consistent with the formula that has been preliminarily approved by the Court. You may contact the Claims Administrator at 1-888-608-0757 to inquire about your estimated award, which will be subject to applicable taxes and withholding. The Settlement Agreement contains the allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 19, below.

3. What is this lawsuit about?

This lawsuit involves claims brought by the Plaintiffs alleging that Wingstop violated the New York Labor Law by not paying their employees all wages owed.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who have similar claims. The people together are a “Class” or “Class Members.” The employee who sued is called the Plaintiffs or Class Representative. One court resolves the issues for everyone in the Class – except for those who choose to exclude themselves from the Class, as explained in Paragraph 10 below.

5. Why is there a settlement?

Although both Plaintiffs and Wingstop believe that they would have prevailed at trial, this case did not go to trial. The Court did not decide in favor of either side. Instead, the parties have agreed to a settlement. This avoids the costs of a trial and the risk that Plaintiffs would not have prevailed on her claims. The Plaintiffs and her attorneys think a settlement is the best decision for everyone involved and that this one is fair and reasonable.

6. What does the settlement provide?

Wingstop has agreed to pay a total settlement of up to \$90,000. Plaintiffs and the Class Members who file claims will each receive an amount of money based on the amount of weeks that they worked in total during their employment from December 1, 2020 and February 2, 2024.

The settlement also asks the Court to approve separate service payments of \$2,500 to Rymel Leonard and Chaunda Lee, the individuals who brought the Lawsuit. This service payment recognizes the many hours they gave to the Class by, among other things, retaining attorneys, supplying documents and information, and helping the attorneys investigate and prosecute the claims on behalf of the class. In addition, they are waiving additional individual claims against Wingstop.

7. How can I make a claim?

In order to make a claim, you must timely complete and return the enclosed Claim Form and Release. To be timely, your Claim Form and Release must be postmarked by March 24, 2026. You will have one hundred eighty (180) days from the date the check is issued to cash or deposit it. If your address changes between the time you submit your Claim Form and the time you receive your settlement check, please contact the Claims Administrator at the address below:

Leonard & Lee v. PCR Store 501, LLC
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
Fax: (949) 419-3446
PCRSettlement@cptgroup.com

To submit your Claim Form and Release online, please visit: **www.PCRSettlement.com**

CPT ID: <<ID>>

Passcode: <<Passcode>>

8. When will I get my payment?

The Court will hold a fairness hearing to determine whether to approve the settlement as described in more detail in Paragraph 16. If you have sent in your Claim Form and Release and the Court approves the settlement, your payment will be mailed to you

thereafter. You must cash or deposit this check within one hundred eighty (180) days after it is issued or else the check will be void but your Release of Claims will remain valid.

The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made only if the Court approves the settlement and after any appeals are resolved. Please be patient.

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

If you submit the Claim Form and Release (or do nothing), you cannot sue, continue to sue, or be part of any other lawsuit against Wingstop for any of the claims alleged in the Amended Complaint through September 23, 2025. In addition, if you submit the Claim Form, you will also specifically waive and release, and thus cannot sue, continue to sue, or be part of on any claims against the Releasees arising under the claims alleged in the Amended Complaint.

If you don't want to release any claims in the Amended Complaint against Wingstop and also do not want to receive a payment from this settlement, then you must take steps to get out. This is called excluding yourself or is sometimes referred to as "opting out" of the settlement Class and is explained in Paragraph 10.

10. How do I opt out of the settlement?

To exclude yourself from the settlement, you must send a letter by first class mail that includes the words, "I OPT OUT OF THE LEONARD v. WINGSTOP WAGE AND HOUR SETTLEMENT." You must include your name, address, telephone number, and signature. Your exclusion request must be postmarked no later than March 24, 2026, and must be mailed to:

Leonard & Lee v. PCR Store 501, LLC
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

If you ask to be excluded, you will not get any settlement payment. You will not be legally bound by anything that happens in this lawsuit. If you exclude yourself from the lawsuit, you may not object to it. Please note that if you send in a request to be excluded and then later send in a timely Claim Form and Release before the deadline to do so expires, your exclusion (opt-out request) will be void.

11. What happens if I do nothing?

If you do nothing, your claims will not be preserved and you will be legally bound by the outcome of this lawsuit, but you will not be entitled to collect money under the settlement. In other words, if you do not send back the Claim Form and Release or a letter excluding yourself, you release and cannot collect for these claims now or later.

12. How do I tell the Court that I object to the settlement?

You can object to the settlement if you are unhappy or disagree with any part of it. To object, you must send a letter via U.S. Mail stating that you object to the settlement agreement in *Rymel Leonard and Chaunda Lee v. PCR Store 501*, Index No. 803549/2022E and stating the specific reasons for your objection. Make sure to include your name, address, telephone number and signature. Please also state the dates of your employment with Wingstop and your job title. Any objections must be postmarked by March 24, 2026 and be mailed to:

Leonard & Lee v. PCR Store 501, LLC
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

Even if you object, you must still submit a Claim Form and Release to collect any portion of settlement as the Court may still approve the settlement over your objection. If you have objected but not submitted a claim form you will not receive money.

13. What is the difference between objecting to the settlement and excluding myself from the settlement?

Objecting is simply telling the Court that you do not like something about the settlement. You can only object if you do not exclude yourself from the class. Excluding yourself is an indication that you do not want to be part of the class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

14. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Bouklas Gaylord, LLP are qualified to represent you and all Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. You do not need to retain your own attorney in order to participate as a Class Member. If you do not opt out of the Class and want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel can be contacted at (888) 257-2016.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$30,000 which represents one-third (33.33%) of the settlement fund, plus costs expended, for their services in investigating the case, litigating the case, and negotiating the settlement. The percentage of the settlement and any reimbursed expenses that will be paid to Class Counsel will have to be approved by the Court before it can be distributed.

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

The Court will hold a Fairness Hearing on May 11, 2026 at 11:00 a.m., at the Supreme Court of the State of New York, County of Bronx, 851 Grand Concourse, Bronx, New York 10451, in Courtroom 625 .

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

If you file a timely Objection to the Settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include the words “I intend to appear at the Fairness Hearing” in your written objection, which must be filed according to the procedure described in Paragraph 12, above. Your testimony at the Fairness Hearing will be limited to those reasons that are included in your written objection. You cannot speak at the hearing if you exclude yourself from the settlement. You cannot speak at the hearing if you do not timely object.

19. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Claims Administrator at:

Leonard & Lee v. PCR Store 501, LLC
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
Telephone: 1(888) 608-0757
www.PCRSettlement.com

DATED: January 23, 2026