

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

DIVANE PITTMAN
c/o Brown, Goldstein & Levy LLP
120 E. Baltimore Street, Suite 2500
Baltimore, Maryland 21202

*On her own behalf and on behalf of all
other similarly situated,*

Plaintiff,

v.

BUFFALO WILD WINGS
INTERNATIONAL, INC.

Serve: Resident Agent
CSC-Lawyers
Incorporating Service Company
7 St. Paul Street
Baltimore, Maryland 21202,

and

INSPIRE BRANDS, INC.
3 Glenlake Parkway, NE
Atlanta, Georgia 30328,

Defendants.

Federal Case No.

(Removed from the Circuit Court of
Maryland for Montgomery County, State
Case No. C-15-CV-22-002594)

NOTICE OF REMOVAL

Defendants Buffalo Wild Wings International, Inc. (“BWW”) and Inspire Brands, Inc. (“Inspire”) (collectively, the “Defendants”) hereby remove this action, Case No. C-15-CV-22-002594, from the Circuit Court of Maryland for Montgomery County to the United States District Court for the District of Maryland under 28 U.S.C. § 1441(a).¹ Removal is proper based on the original subject matter jurisdiction of this Court due to diversity of citizenship under 28

¹ 28 U.S.C. § 1441(a) provides that “any civil action brought in a State court of which the district courts of the United States have original jurisdiction may be removed by the defendant.”

U.S.C. § 1332(a). Venue is proper under 28 U.S.C. § 1441(a) because the Circuit Court of Maryland for Montgomery County, where the case was filed, is coextensive with this District.

This Notice of Removal complies with 28 U.S.C. § 1446.

I. THE STATE COURT ACTION

On July 12, 2022, Plaintiff Divane Pittman (“Plaintiff”) filed a civil complaint (“Complaint”) against Defendants in the Circuit Court of Maryland for Montgomery County (the “State Court Action”). In accordance with 28 U.S.C. § 1446(a), the Complaint and all other process, pleadings, and orders filed in the State Court Action are attached as **Exhibit A**.

Plaintiff’s Complaint principally alleges Defendants deceptively represented their menu prices offered to consumers on takeout orders because Defendants charge a \$0.99 “Takeout Service Fee.” Compl. ¶¶7-8. Plaintiff asserts claims under Maryland’s Consumer Protection Act and for breach of contract. *Id.* ¶¶37-50. Plaintiff brings her claims on behalf of herself and proposed classes of Maryland and Nationwide consumers who made a takeout purchase at a BWB restaurant and were charged a Takeout Service Fee. *See id.* ¶¶29-30.

II. REMOVAL TO THIS COURT IS TIMELY

An action may be removed from state court by filing a notice of removal—together with a copy of all process, pleadings, and orders served on Defendants—within thirty days of Defendants receiving service of the initial pleading. *See* 28 U.S.C. § 1446(b); *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999) (the thirty-day removal period runs from the service of the summons and complaint). Plaintiff served her Complaint on BWB on July 28, 2022, and on Inspire on August 8, 2022. *See Exhibit A*. Removal of this action is timely because this Notice of Removal was filed on August 26, 2022, within thirty days from July 28, 2022. *See* 28 U.S.C. § 1446(b).

III. VENUE IS PROPER

This case is properly removed to this District because the Circuit Court of Maryland for Montgomery County, where Plaintiff commenced this action, is located within the District of Maryland. *See* 28 U.S.C. § 100(2); *see generally* 28 U.S.C. §§ 1441(a), 1446(a).

IV. THIS COURT HAS DIVERSITY JURISDICTION²

This Court has original jurisdiction over every civil action (1) between “citizens of different States” where (2) the amount “in controversy exceeds the sum or value of \$75,000.” Both of these requirements are satisfied in this action. 28 U.S.C. § 1332(a).

A. The Parties Are Completely Diverse.

Complete diversity requires the citizenship of *every* plaintiff must be different from the citizenship of *every* defendant. *Cent. W. Va. Energy Co., Inc. v. Mountain State Carbon, LLC*, 636 F.3d 101, 103 (4th Cir. 2011). A party may remove an action on the basis of diversity of citizenship if the action is between “citizens of different States.” *Id.* For diversity purposes, a person is a “citizen” of the state in which he or she is domiciled. *See Axel Johnson, Inc. v. Carroll Carolina Oil Co.*, 145 F.3d 660, 663 (4th Cir. 1998). A corporation is a “citizen” of every state by which it has been incorporated and the state where it has its principal place of business. *See* 28 U.S.C. § 1332(c).

Here, the jurisdictional requirement of complete diversity is satisfied because Plaintiff is a citizen of Maryland, BWW is incorporated in Ohio and maintains its principal place of

² Additionally, this Court also has original jurisdiction over this action pursuant to and the Class Action Fairness Act of 2005 (“CAFA”), as codified in 28 U.S.C. §§ 1332(d) and 1453, which vests the United States district courts with original jurisdiction of any civil action: (a) that is a class action with a putative class of more than 100 members; (b) in which any member of a class of plaintiffs is a citizen of a state different from any defendant; and (c) in which the matter in controversy exceeds \$5,000,000, exclusive of interest and costs. *See id.* § 1332(d). CAFA authorizes removal of such actions in accordance with 28 U.S.C. § 1446. Here, Plaintiff alleges a Maryland and nationwide class of hundreds of thousands of customers who were charged a Takeout Service Fee. Compl. ¶¶ 20, 29-31. Assuming there were just 200,000 class members, each class member would only need to purchase a total of \$25 worth of takeout orders, which is below the average takeout order of \$28.37, in order to meet the \$5,000,000 threshold, an amount easily satisfied.

business in Georgia, and Inspire is incorporated in Delaware and has its principal place of business in Georgia. Compl. ¶¶1-3; *see Lincoln Prop. Co. v. Roche*, 546 U.S. 81, 84 (2005) (holding that “[d]efendants may remove an action on the basis of diversity of citizenship if there is complete diversity between all named plaintiffs and all named defendants”).

B. The Amount in Controversy Exceeds \$75,000

Pursuant to 28 U.S.C. § 1446(a), “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014). Where “a plaintiff’s complaint does not allege a specific amount in damages, a defendant need only prove by a preponderance of the evidence that the amount in controversy exceeds the jurisdictional minimum.” *Williams v. Bank of New York Mellon*, No. CIV. CCB-13-680, 2013 WL 2422895, at *2 (D. Md. June 3, 2013). A defendant is only required to provide “evidence establishing the amount . . . when the plaintiff contests, or the court questions, the defendant’s allegations.” *Owens*, 574 U.S. at 89.

Plaintiff alleges that Defendants misrepresented their menu prices offered to consumers on takeout orders because Defendants charge a \$0.99 “Takeout Service Fee.” Compl. ¶¶7-8. Plaintiff asserts the following causes of action on behalf of Maryland and Nationwide classes: (1) violation of Maryland’s Consumer Protection Act; and (2) breach of contract. *Id.* ¶¶37-50. Plaintiff seeks the following relief: (1) an order enjoining Defendants from continuing the alleged unlawful practices; (2) declaratory relief; (3) an order requiring Defendants disgorge and make restitution of all monies it acquired by means of unlawful practices set forth above; (4) compensatory damages; and (5) attorneys’ fees.³ *Id.* at 16. However, Plaintiff’s Complaint does

³ Ms. Pittman also seeks “punitive damages according to proof” but punitive damages are not available under her consumer protection or breach of contract claims. *See KVC Waffles Ltd. v. New Carbon Co., LLC*, No. CV GLR-20-195, 2020 WL 6204303, at *6 (D. Md. Oct. 22, 2020) (“The Court concludes that punitive damages are generally not available in an action for breach of contract under Maryland law.”); *Frazier v. Castle Ford, Ltd.*, 430 Md. 144, 161 n.20 (Md. 2013) (“Punitive damages are not available in a private cause of action under the Consumer Protection Act.”).

not allege a specific amount in damages. *See, e.g., id.* (Plaintiff requests compensatory and punitive damages “according to proof”). For removal purposes, Defendants therefore only need to establish by a preponderance of the evidence the amount in controversy exceeds the jurisdictional minimum.

The Court, in determining the amount in controversy, may consider each category of relief plead by Plaintiff.⁴ Further, the Court may aggregate these categories of damages in making its determination. *See, e.g., Betskoff v. Enter. Rent A Car Co. of Baltimore, LLC*, No. CIV.A. ELH-11-2333, 2012 WL 32575, at *10 (D. Md. Jan. 4, 2012) (holding “punitive damages may be aggregated with other damages to satisfy the amount-in-controversy requirement.”); *Baltimore-Washington Telephone Company v. Hot Leads Co.*, 584 F. Supp. 2d 736, 742 (D. Md. 2008) (in evaluating the amount in controversy, the court considered the plaintiff’s claims for compensatory damages and injunctive relief). These categories of relief, taken together, easily satisfy the requirement that the amount in controversy exceeds \$75,000.⁵

i. Cost of Injunctive and Declaratory Relief

The test for determining the amount in controversy in a diversity proceeding is “the pecuniary result to either party which a judgment would produce.” *Dixon v. Edwards*, 290 F.3d 699, 710 (4th Cir. 2002). In actions seeking injunctive or declaratory relief, the “amount in controversy is measured by the value of the object of the litigation.” *Francis v. Allstate Ins. Co.*, 709 F.3d 362, 367 (4th Cir. 2013). This Court applies the “either-viewpoint” rule in determining

⁴ *See JTH Tax, Inc. v. Frashier*, 624 F.3d 635, 639 (4th Cir. 2010) (“[R]equests for injunctive relief must be valued in determining whether the plaintiff has alleged a sufficient amount in controversy.”); *Baron v. Directv, LLC*, No. JKB-16-3145, 2016 WL 6078263, at *1 (D. Md. Oct. 17, 2016) (“In calculating the amount in controversy, both actual and punitive damages are considered.”); *Gonzalez v. Fairgale Properties Company*, 241 F. Supp. 2d 512, 517 (D. Md. 2002) (“When a plaintiff seeks declaratory relief, the amount in controversy is measured by the value of the object of the litigation.”) (internal quotations omitted).

⁵ In the event of a dispute over removal, Defendants reserve the right to submit evidence establishing the amount in controversy exceeds the jurisdictional threshold. *See Owens*, 574 U.S. at 89 (“Evidence establishing the amount [in controversy] is required . . . only when the plaintiff contests, or the court questions, the defendant’s allegation.”).

the value of the object of the litigation. *Gonzalez*, 241 F. Supp. 2d at 517. Under that rule, “the amount-in-controversy requirement is satisfied if either the gain to the plaintiff or the cost to the defendant is greater than \$75,000.” *Id.*

Here, Plaintiff seeks an “order enjoining Defendants from continuing the unlawful practices” and “declaratory relief” as set forth in her Complaint. *Id.* at 16. Plaintiff alleges Defendants’ “menu price representations are false, as the listed prices are not the true cost of the food.” *Id.* ¶10. Plaintiff seeks “injunctive relief that fairly allows consumers to decide whether they will pay [Defendants’] takeout food prices.” *Id.* ¶23. Defendants operate or franchise over nearly 1,200 restaurants throughout the United States. The Court granting Plaintiff’s requested relief would require Defendants edit their menu prices or add language to the menus further disclosing the Takeout Service Fee at these 1,200 locations. Defendants’ cost to edit their menus would exceed the jurisdictional threshold if they spent just \$62.50 per location, an amount that Defendants very likely would far exceed.

ii. Restitution and Disgorgement Damages

Restitution and disgorgement damages are included in determining the amount in controversy. *See In re Microsoft Corp. Antitrust Litig.*, 332 F. Supp. 2d 890, 895 (D. Md. 2004) (holding “diversity jurisdiction was appropriate where plaintiffs claimed disgorgement in addition to their claims for damages”). Here, Plaintiff seeks “an order requiring Defendants to disgorge and make restitution of all monies it acquired by means of the unlawful practices.” Compl. at 16. Defendants implemented the \$0.99 Takeout Service Fee on January 13, 2022—over seven months ago. This fee is charged to all takeout orders placed in-store, by phone, or via the website or mobile application. The amount Defendants’ acquired via the Takeout Service Fee would exceed the jurisdictional limit if each of its nearly 1,200 restaurants fulfilled 63 takeout orders since January 13, 2022. Several of Defendants’ locations fulfill more than 63 takeout orders in a just one week, let alone 8 months. Accordingly, the amount of restitution or disgorgement damages exceeds the jurisdictional threshold alone.

iii. Attorneys' Fees

Attorney's fees are included in determining the amount in controversy where they are "provided for by statute or contract." *Mary L. Martin, Ltd. v. State Auto Prop. & Cas. Ins. Co.*, No. CIV.A. 13-01089, 2013 WL 2181206, at *6 (D. Md. May 17, 2013). The Maryland Consumer Protection Act ("MCPA") provides for the recovery of attorneys' fees. *See* Md. Code Ann., Com. Law § 13-408 ("Any person who brings an action to recover for injury or loss under this section and who is awarded damages may also seek, and the court may award, reasonable attorney's fees."); *see also Williams v. Bank of New York Mellon*, No. CIV. CCB-13-680, 2013 WL 2422895, at *2 (D. Md. June 3, 2013) ("Maryland Consumer Protection Act . . . allows for attorneys' fees."). Courts in this circuit rely on "experience and common sense" and "will consider a reasonable estimate of potential attorneys' fees in determining whether the jurisdictional threshold has been met." *Williams*, No. CIV. CCB-13-680, 2013 WL 2422895, at *3.

Here, Plaintiff's attorneys' fees are likely to exceed \$75,000. Plaintiff's counsel include Andrew D. Freeman and Jeffrey D. Kaliel, among others. Andrew D. Freeman was admitted to the Maryland Bar in 1986. *See Exhibit B*. His hourly rate under the Local Rules of the United States District Court for the District of Maryland would be \$300-475. Jeffrey D. Kaliel was admitted to the California bar in 2005. *See Exhibit C*. His hourly rate under the Local Rules of the United States District Court for the District of Maryland would be \$275-425. Assuming, for the sake of argument, Plaintiff's counsels' rates are \$400, they only need to spend 93.8 hours each to meet the jurisdictional limit. There is no reasonable possibility that Plaintiff's counsel could litigate this case in less than 187.6 hours. Further, the hourly amount required by Plaintiff's counsel to meet the jurisdictional limit is far lower when considering Plaintiff's compensatory damages, costs of injunctive and declaratory relief, restitution and disgorgement damages, and punitive damages.

V. NON-WAIVER

Defendants, by submitting this Notice of Removal, do not waive any objections or defenses, including but not limited to personal jurisdiction defenses, and do not admit any of the allegations in the Complaint.

VI. NOTICE OF REMOVAL

Following the filing of this Notice of Removal in the United States District Court for the District of Maryland, written notice of such filing will be given by the undersigned to Plaintiff's counsel of record, and a copy of the Notice of Removal will be filed with the Clerk of the Circuit Court of Maryland for Montgomery County in accordance with 28 U.S.C. § 1446(d).

VII. CONCLUSION

For the foregoing reasons, this Court has original jurisdiction over the State Court Action pursuant to 28 U.S.C. sections 1332(a). Defendants therefore respectfully request that the State Court Action be removed to this Court from the Circuit Court of Maryland for Montgomery County, and prays for such other and further relief to which it may be entitled.

Defendants respectfully request the opportunity to present a brief, evidence, and oral argument in support of their position that this case is removable if any question arises as to the propriety of the removal of this action.

Dated: August 26, 2022

Respectfully submitted,

DLA PIPER LLP (US)

By: /s/ Ellen E. Dew

Ellen E. Dew (#28830)
ellen.dew@us.dlapiper.com
DLA PIPER LLP (US)
The Marbury Building
6225 Smith Avenue
Baltimore, MD 21209-3600
Tel. (410) 580-3000

Angela C. Agrusa (*pro hac vice* forthcoming)
angela.agrusa@us.dlapiper.com

Shannon E. Dudic (*pro hac vice* forthcoming)
shannon.ducic@us.dlapiper.com

DLA PIPER LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, CA 90067-4704
Tel. (310) 595-3000

*Counsel for Defendants Buffalo Wild Wings International,
Inc. and Inspire Brands, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of August, 2022, the foregoing pleading was served by CM/ECF on:

Andrew D. Freeman
Neel Kishin Lalchandani
Lauren Kelleher
Brown, Goldstein & Levy
120 E. Baltimore Street, Suite 2500
Baltimore, MD 21202

/s/ Ellen E. Dew
Ellen E. Dew
ellen.dew@us.dlapiper.com
DLA PIPER LLP (US)
The Marbury Building
6225 Smith Avenue
Baltimore, MD 21209-3600
Tel. (410) 580-3000

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c/o Brown, Goldstein & Levy LLP
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*On her own behalf and on behalf of
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BUFFALO WILD WINGS
INTERNATIONAL, INC.
5500 Wayzata Blvd, Suite 1600
Minneapolis, Minnesota 55416

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7 St. Paul Street
Baltimore, Maryland 21202,

and

INSPIRE BRANDS, INC.
3 Glenlake Parkway, NE
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* IN THE
*
* CIRCUIT COURT
*
* FOR MONTGOMERY COUNTY
*
* Case No. C-15-cv-22-002594
*
*
* **CLASS ACTION COMPLAINT**

* * * * *

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Divane Pittman, on behalf of herself and all others similarly situated, by and through her undersigned attorneys, sues Defendants Buffalo Wild Wings International, Inc. (“Buffalo Wild Wings”) and Inspire Brands, Inc. (“Inspire Brands”) and alleges upon information and belief based, among other things, upon the investigation made by Plaintiff and through her attorneys as follows:

PARTIES

1. Plaintiff Divane Pittman is a citizen of the State of Maryland who lives in Lanham, Maryland and resided there at all times relevant to this Complaint.
2. Defendant Buffalo Wild Wings is incorporated in Ohio and maintains its principal business offices in Atlanta, Georgia. Buffalo Wild Wings regularly conducts business in the State of Maryland including in Montgomery County.
3. Defendant Inspire Brands has its headquarters in Sandy Springs, Georgia. Inspire Brands is the parent company of Buffalo Wild Wings. On information and belief, Inspire Brands sets or approves all material policies and practices of Buffalo Wild Wings, including the policies relating to the “Takeout Service Fee” described herein. It is jointly and severally liable for all acts and omissions by Buffalo Wild Wings alleged in this complaint.

JURISDICTION & VENUE

4. This Court has jurisdiction over this matter pursuant to Md. Code, Cts. & Jud. Proc. §§ 1-501.
5. This Court has personal jurisdiction over Defendants pursuant to Md. Code, Cts. & Jud. Proc. § 6-103(b) because they did transact business at the relevant times alleged in this Complaint, or continue to transact business, in Maryland.
6. Venue in this Court is proper pursuant to Md. Code, Cts. & Jud. Proc. § 6-201(a)-(b) because Defendants Buffalo Wild Wings and Inspire Brands carry on a regular business in Montgomery County and Defendant Inspire Brands may be sued in a county in which any one of the defendants could be sued.

NATURE OF ACTION

7. This is a proposed class action seeking monetary damages, restitution, and injunctive and declaratory relief from Defendant Buffalo Wild Wings and its parent company, Inspire Brands, arising from their deceptive and untruthful menu prices offered to consumers on takeout orders.

8. To appeal to consumers in a crowded food marketplace, Buffalo Wild Wings has promised its customers food items at appealing menu prices on its website, app, and in-store. Those prices are false for consumers who place carryout orders. In fact, all carryout orders incur an additional \$0.99 “Takeout Service Fee.”

9. Throughout its stores, and like all restaurants, Buffalo Wild Wings provides prominent price displays for each of its products. Reasonable consumers like Plaintiff understand those are the true and complete prices for the food items, exclusive of government-imposed taxes and discounts for which a customer may be eligible.

10. Buffalo Wild Wings’ menu price representations are false, as the listed prices are not the true cost of food at Buffalo Wild Wings. In fact, *after* consumers select menu items based on listed prices and customize those menu items with dips, sides, and other specifications, and after the ordering process is substantially complete, Buffalo Wild Wings surreptitiously imposes a so called “Takeout Service Fee” amounting to \$0.99. This late addition of a so-called Takeout Service Fee on receipts substantially changes the menu prices for takeout food items and disguises the true cost of those items.

11. Worse, the so-called “Takeout Service Fee” is never reasonably disclosed to consumers until it shows up as a line item on their receipts *after the purchase is complete*.

12. Worse, the so-called “Takeout Service Fee” is itself a misnomer and a deception. The additional fee is not for any additional “service” related to the purchase of Buffalo Wild Wings food—it is part of the cost of food itself.

13. Remarkably, Buffalo Wild Wings itself admits as much. In fine print on its website or app that it never provided to in-store purchasers and never affirmatively provided to website or app users, Buffalo Wild Wings concedes that the additional fee is not for the provision of a “service” at all, stating: “This service fee *helps us operate our takeout business*” (emphasis added). The “operation of a business” is, of course, a basic component of *any* price offered by a business. In sum, Buffalo Wild Wings admits the “Takeout Service Fee” is simply part of the cost of its food.

14. For Buffalo Wild Wings to surreptitiously inflate food prices with a later-added “Takeout Service Fee” is false and deceptive. Buffalo Wild Wings is imposing a stealth price hike in the form of late-added fee, rather than charging a list price that reflects the actual cost to consumers of the food it sells.

15. No other similar chain imposes a similar deception on its customers. Buffalo Wild Wings’ double-edged deception—first, touting menu prices that are false; second, surreptitiously adding a “takeout service fee” on takeout customers—gives it an unfair advantage over honest sellers in the marketplace. The double-edged deception makes it impossible for consumers to comparison shop meaningfully and hinders the operation of a free and fair marketplace.

16. When Buffalo Wild Wings, for example, offers “10 Traditional Wings” for \$14.49 on its app/website or on its restaurant menus, it misrepresents and omits the truth: that “\$14.49” chicken wings order *actually* costs \$15.48 when carried out. This misrepresentation makes it impossible for consumers to comparison shop.

17. Because the so-called “Takeout Service Fee” is added as a matter of course to *all* takeout orders, the “service fee” is by definition part of the cost of the food offered. Buffalo Wild Wings obscures the true cost of its food by adding a so-called “Takeout Service Fee” that is simply part of the cost of its food.

18. By falsely marketing food at menu prices that are lower than the true cost of its food to consumers, without displaying its Takeout Service Fee prior to sale, Buffalo Wild Wings deceives consumers into making food purchases they otherwise would not make.

19. Buffalo Wild Wings misrepresents, omits and conceals material facts about the true cost of Buffalo Wild Wings food, never once informing consumers in any disclosure, at any time, that the so-called “Takeout Service Fee” in fact materially changes the menu prices of the offered food.

20. Hundreds of thousands of Buffalo Wild Wings customers like Plaintiff have been charged more for food than the prices listed on Buffalo Wild Wings menus—prices they did not bargain for.

21. Consumers like Plaintiff reasonably understand Buffalo Wild Wings’ express menu price representations to represent the true cost of ordered food, regardless of whether the customer dines in the restaurant or carries out the food. It is not.

22. By unfairly obscuring its true food costs, Buffalo Wild Wings deceives consumers and gains an unfair upper hand on competitors that fairly disclose their true food costs on menus.

23. Plaintiff seeks damages and, among other remedies, injunctive relief that fairly allows consumers to decide whether they will pay Buffalo Wild Wings’ takeout food prices.

COMMON FACTUAL ALLEGATIONS

24. Buffalo Wild Wings' App and Website Fail to Bind Users to Any Terms of Service

a. Buffalo Wild Wings customers may place a takeout order in-store, by phone call, on Buffalo Wild Wings' website, or via Buffalo Wild Wings' app.

25. Buffalo Wild Wings Prominently and Plainly Represents Menu Prices Without Disclosing the Takeout Service Fee

a. Buffalo Wild Wings prominently features food menu prices in-store, on its website, and on its app.

b. Such price representations are made via large signs and menus in stores and on the home page and all subsequent pages of the website and app.

26. Buffalo Wild Wings Omits and Conceals Material Facts About the Costs of Buffalo Wild Wings Food

a. The menu price disclosures were false and misleading, and the listed menu prices are inaccurate.

b. That is because Buffalo Wild Wings applies a \$0.99 "Takeout Service Fee" to all takeout orders and misrepresents what the "Takeout Service Fee" is actually for: the cost of the food.

c. Buffalo Wild Wings' menu price representations to takeout customers are false, because the listed prices are not the true cost of food at Buffalo Wild Wings. In fact, after consumers select menu items based on listed prices and customize those menu items with dips, sides, and other specifications, and after the ordering process is substantially complete, Buffalo Wild Wings surreptitiously imposes a so called "Takeout Service Fee" amounting to \$0.99.

This late addition of a so-called Takeout Service Fee for takeout customers substantially changes the menu prices for food items.

d. In store and on the phone, *after* a customer has completed her ordering request based on menu prices listed prominently on in-store signs or online, Buffalo Wild Wings surreptitiously adds a “Takeout Service Fee” of \$0.99 to the receipts for all takeout orders, providing in-store customers no reasonable notice of the fee prior to payment.

e. Online and in the app, *after* consumers select menu items based on listed prices and customize those menu items with dips and other specifications, and after the ordering process is substantially complete, Buffalo Wild Wings surreptitiously imposes a so called “Takeout Service Fee” amounting to \$0.99. This late addition of a so-called Takeout Service Fee substantially changes the menu prices for food items.

f. In short, the disclosed menu prices are not actually those listed on in-store signs nor the ones listed on the website or app. The *actual* food price is the listed menu price *plus* the hidden “Service Charge” markup applied to all takeout Buffalo Wild Wings orders.

g. If that were not enough, Buffalo Wild Wings misrepresents the true nature of its menu price inflation by hiding it in a deceptively named “Takeout Service Fee.”

h. The so-called “Takeout Service Fee” is a misnomer and a deception. The additional fee is *not* for any additional “service” related to the purchase of Buffalo Wild Wings food—it is part of the cost of food itself.

i. Remarkably, Buffalo Wild Wings admits as much. In fine print on its website or app that it never affirmatively provides in-store or to website or app users, Buffalo Wild Wings concedes that the additional fee is not for the provision of a “service” at all, stating: “This service fee helps us operate our takeout business” (emphasis added). The operation of the

takeout business is, of course, a basic component of any price offered by a business. In sum, even Buffalo Wild Wings agrees the “Takeout Service Fee” is simply part of the cost of its food.

j. In March 2013, the FTC noted that the failure to disclose fees early on in the purchase process, such as the Buffalo Wild Wings’ Takeout Service Fee, is likely to mislead the public: The Federal Trade Commission (“FTC”) recognizes that additional fees should be disclosed before the customer “add[s] to shopping cart,” and provides credit card information. The FTC also recognizes that where “a product’s basic cost (e.g. the cost of the item before taxes, shipping and handling, and any other fees are added on) is advertised on one page,” but the seller also intends to add “significant additional fees” on top of the basic cost, the public is likely to be misled. “[T]he existence and nature of those additional fees [should be] disclosed on the same page [as the advertised price] and immediately adjacent to the cost claim, and with appropriate prominence.” *.com Disclosures, How to Make Effective Disclosures in Digital Advertising*, Federal Trade Commission (March 2013) <https://www.ftc.gov/system/files/documents/plain-language/bus41-dot-com-disclosures-information-about-online-advertising.pdf> (last accessed June 17, 2022).

k. It is false and deceptive for Buffalo Wild Wings to surreptitiously inflate menu prices with a later-added “Takeout Service Fee” on takeout orders. Buffalo Wild Wings is imposing a stealth price hike in the form of an added fee, rather than charging a list price that reflects actual business costs.

l. Buffalo Wild Wings does not fairly inform consumers of the true costs of its food and it misrepresents its food prices on menus.

27. Other Restaurant Industry Actors and Buffalo Wild Wings Competitors Disclose Menu Prices Fairly and Expressly

a. By unfairly obscuring its true food costs, Buffalo Wild Wings deceives consumers and gains an unfair upper hand on competitors that fairly disclose their true food costs.

b. For example, Buffalo Wild Wings competitors Wing Stop and Hooters both offer similar food products. But unlike Buffalo Wild Wings, these competitors fairly and prominently represent their true food prices on menus—and do not surreptitiously inflate menu prices with a mis-named “Takeout Service Fee.”

c. Defendants’ conduct has drawn the attention and ire of customers across the country, with angry customers taking to the Internet to voice their discontent over Defendants’ broken promises. For instance, numerous Buffalo Wild Wings employees and customers have complained on Reddit:

- The \$1 charge makes no sense to me, my store does over 60% take out, we should be catering to take out guests not trying to take advantage of it.¹
- I just checked my email receipt after football sunday yesterday. What the hell is this 'takeout fee' \$1? Like I am paying for the pleasure of paying for food? I received no service. This is a scam.²
- I just placed an order for wings as I often do on Thursdays. At checkout, I noticed there was a \$0.99 "Takeout Service Fee" I only get 6 wings, so this is a 12% fee for my order. Towards the bottom of the receipt there's an asterisk that said "This service fee helps us operate our takeout business"³
- Just started today...I work at one and had no idea until I saw it pop up this morning. been getting complaints all day about it.⁴

¹ See https://www.reddit.com/r/BuffaloWildWings/comments/s7ftgv/fck_bww/

² *Id.*

³ See https://www.reddit.com/r/BuffaloWildWings/comments/s37sgi/service_charge_for_takeout_at_buffalo_wild_wings/

⁴ *Id.*

- Was going to order on the app and saw the fee so placed the order in person at a “Buffalo Wild Wings Go” concept location (ironically the one next to Inspire Brands HQ) and was charged the service fee (no disclosure either)⁵
- Today i placed an order at BWW GO (you know a takeout restaurant) and was charged a hidden \$1 service fee. No where on the menu does it disclose this fee. Downright scummy and deceitful. I love BWW and was super excited about the GO coming into my neighborhood. Unfortunately I can't get down with hidden fees and will not be going back ever again. Anyone else notice this??⁶
- They also didn't have anything on the menu saying you would be charged the fee. In fact I called in and asked if a phone order would have the fee and was told it didn't apply and was then charged the fee. Done with BWW and their BS.⁷

28. Plaintiff Divane Pittman was charged this “Takeout Service Fee”

a. On March 8, 2022, Plaintiff Divane Pittman walked in and, relying on listed menu prices, ordered food at the takeout counter of a Buffalo Wild Wings located in Bowie, Maryland, for the total amount of \$25.67.

b. As part that purchase, and without her knowledge, Ms. Pittman was assessed a \$0.99 Takeout Service Fee.

c. At no time prior to her purchase was Ms. Pittman made aware that the \$0.99 Takeout Service Fee would be added to her purchase.

d. Accordingly, at no time prior to her purchase did Ms. Pittman realize that Buffalo Wild Wings would furtively affix a price increase on her transaction.

e. Had Ms. Pittman known that the Takeout Service Fee would be assessed on her purchase, she would not have purchased a takeout order from Buffalo Wild Wings.

⁵ *Id.*

⁶ See https://www.reddit.com/r/BuffaloWildWings/comments/so1cqd/service_fee_bdubs_go/

⁷ *Id.*

CLASS ALLEGATIONS

29. Pursuant to Maryland Rule 2-231, Plaintiff brings this action on behalf of herself and Classes of similarly situated persons defined as follows:

Maryland Class:

All persons in Maryland who, within the applicable statute of limitations preceding the filing of this action, made a takeout purchase at a Buffalo Wild Wings restaurant and were charged a Takeout Service Fee.

Nationwide Class:

All persons who, within the applicable statute of limitations, made a takeout purchase at a Buffalo Wild Wings restaurant and were charged a Takeout Service Fee.

30. Excluded from the Classes are Defendants, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families, and the presiding judge(s) in this case and their staff. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including, without limitation, the addition of one or more subclasses, in connection with their motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

31. **Numerosity:** At this time, Plaintiff does not know the exact size of the Classes; however, due to the nature of the trade and commerce involved, Plaintiff believes that the Class members are well into the thousands, and thus are so numerous that joinder of all members is impracticable. The number and identities of Class members is administratively feasible and can be determined through appropriate discovery in the possession of the Defendants.

32. **Commonality:** There are questions of law or fact common to the Classes, which include, but are not limited to, the following:

- a. Whether during the class period, Defendants deceptively represented menu prices on food ordered in-store or through the Buffalo Wild Wings website and mobile app by failing to disclose its Takeout Service Fee;
- b. Whether Defendants alleged misconduct misled or had the tendency to mislead consumers;
- c. Whether Defendants engaged in unfair, unlawful, and/or fraudulent business practices under the laws asserted;
- d. Whether Defendants' alleged conduct constitutes violations of the laws asserted;
- e. Whether Plaintiff and members of the Class were harmed by Defendants' misrepresentations;
- f. Whether Plaintiff and the Class have been damaged, and if so, the proper measure of damages; and
- g. Whether an injunction is necessary to prevent Defendants from continuing to deceptively represent the amount of the menu price on food.

33. **Typicality:** Like Plaintiff, many other consumers ordered food from Buffalo Wild Wings, believing menu prices to be accurate based on Defendant's representations. Plaintiff's claims are typical of the claims of the Class because Plaintiff and each Class member was injured by Defendants' false representations about the true nature of the menu price. Plaintiff and the Class have suffered the same or similar injury as a result of Defendants' false, deceptive and misleading representations. Plaintiff's claims and the claims of members of the Class emanate from the same legal theory, Plaintiff's claims are typical of the claims of the Class, and, therefore, class treatment is appropriate.

34. **Adequacy of Representation:** Plaintiff is committed to pursuing this action and have retained counsel competent and experienced in prosecuting and resolving consumer class actions. Plaintiff will fairly and adequately represent the interests of the Classes and do not have any interests adverse to those of the Classes.

35. **The Proposed Class Satisfies the Md. Rule 2-231(c)(2) requirement for injunctive relief:** Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole. Plaintiff remains interested in ordering food from Buffalo Wild Wings; there is no way for Plaintiff to know when or if Defendants will cease deceptively misrepresenting the cost of its food. Specifically, Defendants should be ordered to cease from representing inaccurate menu prices and to disclose the true nature of the Takeout Service Fee. Defendants' ongoing and systematic practices make declaratory relief with respect to the Class appropriate.

36. **The Proposed Class Satisfies the Md. Rule 2-231(c)(3) requirements for damages:** The common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of the controversy. The likelihood that individual members of the Class will prosecute separate actions is remote due to the extensive time and considerable expense necessary to conduct such litigation, especially when compared to the relatively modest amount of monetary, injunctive, and equitable relief at issue for each individual Class member.

COUNT I
Violation of Maryland's Consumer Protection Act,
Md. Code Comm. Law §§ 13-101, *et seq.*
(Asserted on behalf of Plaintiff and the Maryland Class)

37. Plaintiff is a "consumer" pursuant to Md. Code Comm. Law § 13-101(c)(1).

38. Defendants are “merchants” and “persons” pursuant to Md. Code Comm. Law § 13-101(g)-(h).

39. The CPA prohibits a person from engaging “in any unfair, abusive, or deceptive trade practice” including in:

- a. The sale, lease, rental, loan, or bailment of any consumer goods, consumer realty, or consumer services; and
- b. The offer for sale, lease, rental, loan, or bailment of consumer goods, consumer realty or consumer services.

Md. Code. Comm. Law § 13-303.

40. Defendants’ policy and practice of charging Takeout Service Fees as alleged herein is a violation of the CPA, including but not limited to:

- a. False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- b. Representation that consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity that they do not have;
- c. Representation that consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;
- d. Failure to state a material fact if the failure deceives or tends to deceive;
- e. Advertisement or offer of consumer goods, consumer realty, or consumer services without intent to sell, lease, or rent them as advertised or offered;
- f. False or misleading representation of fact which concerns a price in comparison to one’s own price at a past or future time;
- g. Deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with the promotion or sale of any consumer goods, consumer realty, or consumer service;
- h. Deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer

rely on the same in connection with the subsequent performance of a merchant with respect to an agreement of sale, lease, or rental.

41. Any practice prohibited by the CPA is a violation of the CPA, whether or not any consumer in fact has been misled, deceived, or damaged as a result of that practice. Md. Code. Comm. Law § 13-302.

42. Plaintiff relied upon misrepresentations, misleading statements, deceptive practices, and false promises by Defendants which resulted in injury to her.

43. Plaintiff has suffered an ascertainable loss of money as a result of the use or employment by Defendants of a method, act, or practice prohibited or declared to be unlawful by the provisions of the CPA.

44. Plaintiff's actual out-of-pocket loss was proximately caused by Defendants' violation of the CPA.

45. Should Plaintiff prevail in this action, reasonable attorneys' fees and costs are to be awarded pursuant to Md. Code. Comm. Law § 13-408(b).

COUNT II
Breach of Contract
(Asserted on behalf of Plaintiff and the Classes)

46. Plaintiff incorporates each of the foregoing allegations as if fully restated herein.

47. Plaintiff and Buffalo Wild Wings have contracted for food, as embodied in the representations made on Buffalo Wild Wings menus and menu prices.

48. Buffalo Wild Wings breached the terms of its contract with consumers by charging Takeout Service Fees that increased the cost of the food purchased over and above the price listed on menu items.

49. Plaintiff and members of the Classes have performed all, or substantially all, of the obligations imposed on them under the contract.

50. Plaintiff and members of the Classes have sustained damages as a result of Buffalo Wild Wings' breach of the contract and breach of the implied covenant of good faith and fair dealing.

RELIEF SOUGHT

WHEREFORE, Plaintiff on behalf of herself and the Class respectfully requests that this Court provide Plaintiff the following relief:

- A. For an order enjoining Defendants from continuing the unlawful practices set forth above;
- B. For declaratory and injunctive relief as set forth above;
- C. For an order requiring Defendants to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above;
- D. For compensatory damages according to proof;
- E. For punitive damages according to proof;
- F. For reasonable attorneys' fees and costs of suit;
- G. For pre-judgment interest; and
- H. Awarding such other and further relief as this Court deems just, proper and equitable.

Dated: July 12, 2022



Andrew D. Freeman (Bar No. 8612010166)
Neel Lalchandani (Bar No. 1712130303)
Lauren J. Kelleher (Bar No. 2008030009)
Brown, Goldstein & Levy, LLP
120 E. Baltimore Street, Suite 2500
Baltimore, MD 21202
Tel: (410) 962-1030
Fax: (410) 385-0869
adf@browngold.com
nlalchandani@browngold.com
lkelleher@browngold.com

/s/ Jeffrey D. Kaliel

Jeffrey D. Kaliel (pro hac vice forthcoming)
Sophia Goren Gold (pro hac vice forthcoming)
KalielGold PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005
Telephone: (202) 350-4783
jkaliel@kalielpllc.com
sgold@kalielgold.com

Attorneys for Plaintiff and the Proposed Class

DEMAND FOR TRIAL BY JURY

Pursuant to Md. R. Civ. P. Cir. Ct. 2-325, Plaintiff on her own behalf and on behalf of all others similarly situated demands a jury trial on all claims so triable.

Dated: July 12, 2022



Andrew D. Freeman (Bar No. 8612010166)

IN THE CIRCUIT COURT FOR Montgomery County

(City or County)

CIVIL – NON-DOMESTIC CASE INFORMATION SHEET

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: PLAINTIFF DEFENDANT **CASE NUMBER** _____

CASE NAME: Divane Pittman, and others similarly situated vs. Buffalo Wild Wings Int'l Inc., et al. (Clerk to insert)

PARTY'S NAME: Divane Pittman Plaintiff **PHONE:** 301-552-4552 Defendant

PARTY'S ADDRESS: 5900 Homewood Court, Lanham, Maryland 20706

PARTY'S E-MAIL: divanepittman@gmail.com

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Andrew Freeman (Local Counsel) **PHONE:** (410) 962-1030

PARTY'S ATTORNEY'S ADDRESS: 120 E. Baltimore Street, Suite 2500, Baltimore, Maryland 21202

PARTY'S ATTORNEY'S E-MAIL: adf@browngold.com

JURY DEMAND? Yes No

RELATED CASE PENDING? Yes No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL?: 20 hours 4 days

PLEADING TYPE

New Case: Original Administrative Appeal Appeal

Existing Case: Post-Judgment Amendment

If filing in an existing case, skip Case Category/ Subcategory section – go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box.)

TORTS

- Asbestos
- Assault and Battery
- Business and Commercial
- Conspiracy
- Conversion
- Defamation
- False Arrest/Imprisonment
- Fraud
- Lead Paint – DOB of Youngest Plt: _____
- Loss of Consortium
- Malicious Prosecution
- Malpractice-Medical
- Malpractice-Professional
- Misrepresentation
- Motor Tort
- Negligence
- Nuisance
- Premises Liability
- Product Liability
- Specific Performance
- Toxic Tort
- Trespass
- Wrongful Death

CONTRACT

- Asbestos
- Breach
- Business and Commercial
- Confessed Judgment (Cont'd)
- Construction
- Debt
- Fraud

- Government
- Insurance
- Product Liability
- PROPERTY**
- Adverse Possession
- Breach of Lease
- Detinue
- Distress/Distrain
- Ejectment
- Forcible Entry/Detainer
- Forclosure
 - Commercial
 - Residential
 - Currency or Vehicle
 - Deed of Trust
 - Land Installments
 - Lien
 - Mortgage
 - Right of Redemption
 - Statement Condo
- Forfeiture of Property / Personal Item
- Fraudulent Conveyance
- Landord-Tenant
- Lis Pendens
- Mechanic's Lien
- Ownership
- Partition/Sale in Lieu
- Quiet Title
- Rent Escrow
- Return of Seized Property
- Right of Redemption
- Tenant Holding Over

PUBLIC LAW

- Attorney Grievance
- Bond Forfeiture Remission
- Civil Rights
- County/Mncpl Code/Ord
- Election Law
- Eminent Domain/Condemn.
- Environment
- Error Coram Nobis
- Habeas Corpus
- Mandamus
- Prisoner Rights
- Public Info. Act Records
- Quarantine/Isolation
- Writ of Certiorari

EMPLOYMENT

- ADA
- Conspiracy
- EEO/HR
- FLSA
- FMLA
- Worker's Compensation
- Wrongful Termination

INDEPENDENT PROCEEDINGS

- Assupmtion of Jurisdiction
- Authorized Sale
- Attorney Appointment
- Body Attachment Issuance
- Commission Issuance

- Constructive Trust
- Contempt
- Deposition Notice
- Dist Ct Mtn Appeal
- Financial
- Grand Jury/Petit Jury
- Miscellaneous
- Perpetuate
- Testimony/Evidence
- Prod. of Documents Req.
- Receivership
- Sentence Transfer
- Set Aside Deed
- Special Adm. – Atty
- Subpoena Issue/Quash
- Trust Established
- Trustee Substitution/Removal
- Witness Appearance-Compel

PEACE ORDER

- Peace Order

EQUITY

- Declaratory Judgment
- Equitable Relief
- Injunctive Relief
- Mandamus

OTHER

- Accounting
- Friendly Suit
- Grantor in Possession
- Maryland Insurance Administration
- Miscellaneous
- Specific Transaction
- Structured Settlements

IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Financial Exploitation | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |

If you indicated **Liability** above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

- Liability is conceded. Liability is not conceded, but is not seriously in dispute. Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

- Under \$10,000 \$10,000 - \$30,000 \$30,000 - \$100,000 Over \$100,000
- Medical Bills \$ _____ Wage Loss \$ _____ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

- Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)
- | | | | |
|----------------|---|--------------------------|---|
| A. Mediation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | C. Settlement Conference | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| B. Arbitration | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | D. Neutral Evaluation | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

SPECIAL REQUIREMENTS

- If a Spoken Language Interpreter is needed, **check here and attach form CC-DC-041**
- If you require an accommodation for a disability under the Americans with Disabilities Act, **check here and attach form CC-DC-049**

ESTIMATED LENGTH OF TRIAL

*With the exception of Baltimore County and Baltimore City, please fill in the estimated **LENGTH OF TRIAL**.*

(Case will be tracked accordingly)

- | | |
|---|--|
| <input type="checkbox"/> 1/2 day of trial or less | <input type="checkbox"/> 3 days of trial time |
| <input type="checkbox"/> 1 day of trial time | <input checked="" type="checkbox"/> More than 3 days of trial time |
| <input type="checkbox"/> 2 days of trial time | |

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below.

- | | |
|---|---|
| <input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response | <input type="checkbox"/> Standard - Trial within 18 months of Defendant's response |
|---|---|

EMERGENCY RELIEF REQUESTED

**COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE
MANAGEMENT PROGRAM (ASTAR)**

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under
Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.*

- Expedited** - Trial within 7 months of Defendant's response **Standard** - Trial within 18 months of Defendant's response

***IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY,
PLEASE FILL OUT THE APPROPRIATE BOX BELOW.***

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)

- Expedited Trial 60 to 120 days from notice. Non-jury matters.
- Civil-Short Trial 210 days from first answer.
- Civil-Standard Trial 360 days from first answer.
- Custom Scheduling order entered by individual judge.
- Asbestos Special scheduling order.
- Lead Paint Fill in: Birth Date of youngest plaintiff _____.
- Tax Sale Foreclosures Special scheduling order.
- Mortgage Foreclosures No scheduling order.

CIRCUIT COURT FOR BALTIMORE COUNTY

- Expedited (Trial Date-90 days) Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
- Standard (Trial Date-240 days) Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
- Extended Standard (Trial Date-345 days) Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
- Complex (Trial Date-450 days) Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.


Date

8612010166
Signature of Counsel / Party Attorney Number

120 E. Baltimore Street, Suite 2500
Address

Andrew D. Freeman
Printed Name

Baltimore MD 21202
City State Zip Code

DIVANE PITTMAN
c/o Brown, Goldstein & Levy LLP
120 E. Baltimore Street, Suite 2500
Baltimore, Maryland 21202

*On her own behalf and on behalf of
all others similarly situated,*

Plaintiff,

v.

BUFFALO WILD WINGS
INTERNATIONAL, INC.
Serve: Resident Agent
CSC-Lawyers
Incorporating Service Company
7 St. Paul Street
Baltimore, Maryland 21202,

and

INSPIRE BRANDS, INC.
3 Glenlake Parkway, NE
Atlanta, Georgia 30328,

Defendants.

IN THE
CIRCUIT COURT
FOR MONTGOMERY COUNTY
Case No. _____

CLASS ACTION COMPLAINT

* * * * *

CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Divane Pittman, on behalf of herself and all others similarly situated, by and through her undersigned attorneys, sues Defendants Buffalo Wild Wings International, Inc. (“Buffalo Wild Wings”) and Inspire Brands, Inc. (“Inspire Brands”) and alleges upon information and belief based, among other things, upon the investigation made by Plaintiff and through her attorneys as follows:

Deficient per Rule 20-203(d). Unless corrected, not a valid pleading or paper

PARTIES

1. Plaintiff Divane Pittman is a citizen of the State of Maryland who lives in Lanham, Maryland and resided there at all times relevant to this Complaint.
2. Defendant Buffalo Wild Wings is incorporated in Ohio and maintains its principal business offices in Atlanta, Georgia. Buffalo Wild Wings regularly conducts business in the State of Maryland including in Montgomery County.
3. Defendant Inspire Brands has its headquarters in Sandy Springs, Georgia. Inspire Brands is the parent company of Buffalo Wild Wings. On information and belief, Inspire Brands sets or approves all material policies and practices of Buffalo Wild Wings, including the policies relating to the “Takeout Service Fee” described herein. It is jointly and severally liable for all acts and omissions by Buffalo Wild Wings alleged in this complaint.

JURISDICTION & VENUE

4. This Court has jurisdiction over this matter pursuant to Md. Code, Cts. & Jud. Proc. §§ 1-501.
5. This Court has personal jurisdiction over Defendants pursuant to Md. Code, Cts. & Jud. Proc. § 6-103(b) because they did transact business at the relevant times alleged in this Complaint, or continue to transact business, in Maryland.
6. Venue in this Court is proper pursuant to Md. Code, Cts. & Jud. Proc. § 6-201(a)-(b) because Defendants Buffalo Wild Wings and Inspire Brands carry on a regular business in Montgomery County and Defendant Inspire Brands may be sued in a county in which any one of the defendants could be sued.

NATURE OF ACTION

7. This is a proposed class action seeking monetary damages, restitution, and injunctive and declaratory relief from Defendant Buffalo Wild Wings and its parent company, Inspire Brands, arising from their deceptive and untruthful menu prices offered to consumers on takeout orders.

8. To appeal to consumers in a crowded food marketplace, Buffalo Wild Wings has promised its customers food items at appealing menu prices on its website, app, and in-store. Those prices are false for consumers who place carryout orders. In fact, all carryout orders incur an additional \$0.99 “Takeout Service Fee.”

9. Throughout its stores, and like all restaurants, Buffalo Wild Wings provides prominent price displays for each of its products. Reasonable consumers like Plaintiff understand those are the true and complete prices for the food items, exclusive of government-imposed taxes and discounts for which a customer may be eligible.

10. Buffalo Wild Wings’ menu price representations are false, as the listed prices are not the true cost of food at Buffalo Wild Wings. In fact, *after* consumers select menu items based on listed prices and customize those menu items with dips, sides, and other specifications, and after the ordering process is substantially complete, Buffalo Wild Wings surreptitiously imposes a so called “Takeout Service Fee” amounting to \$0.99. This late addition of a so-called Takeout Service Fee on receipts substantially changes the menu prices for takeout food items and disguises the true cost of those items.

11. Worse, the so-called “Takeout Service Fee” is never reasonably disclosed to consumers until it shows up as a line item on their receipts *after the purchase is complete*.

12. Worse, the so-called “Takeout Service Fee” is itself a misnomer and a deception. The additional fee is not for any additional “service” related to the purchase of Buffalo Wild Wings food—it is part of the cost of food itself.

13. Remarkably, Buffalo Wild Wings itself admits as much. In fine print on its website or app that it never provided to in-store purchasers and never affirmatively provided to website or app users, Buffalo Wild Wings concedes that the additional fee is not for the provision of a “service” at all, stating: “This service fee *helps us operate our takeout business*” (emphasis added). The “operation of a business” is, of course, a basic component of *any* price offered by a business. In sum, Buffalo Wild Wings admits the “Takeout Service Fee” is simply part of the cost of its food.

14. For Buffalo Wild Wings to surreptitiously inflate food prices with a later-added “Takeout Service Fee” is false and deceptive. Buffalo Wild Wings is imposing a stealth price hike in the form of late-added fee, rather than charging a list price that reflects the actual cost to consumers of the food it sells.

15. No other similar chain imposes a similar deception on its customers. Buffalo Wild Wings’ double-edged deception—first, touting menu prices that are false; second, surreptitiously adding a “takeout service fee” on takeout customers—gives it an unfair advantage over honest sellers in the marketplace. The double-edged deception makes it impossible for consumers to comparison shop meaningfully and hinders the operation of a free and fair marketplace.

16. When Buffalo Wild Wings, for example, offers “10 Traditional Wings” for \$14.49 on its app/website or on its restaurant menus, it misrepresents and omits the truth: that “\$14.49” chicken wings order *actually* costs \$15.48 when carried out. This misrepresentation makes it impossible for consumers to comparison shop.

17. Because the so-called “Takeout Service Fee” is added as a matter of course to *all* takeout orders, the “service fee” is by definition part of the cost of the food offered. Buffalo Wild Wings obscures the true cost of its food by adding a so-called “Takeout Service Fee” that is simply part of the cost of its food.

18. By falsely marketing food at menu prices that are lower than the true cost of its food to consumers, without displaying its Takeout Service Fee prior to sale, Buffalo Wild Wings deceives consumers into making food purchases they otherwise would not make.

19. Buffalo Wild Wings misrepresents, omits and conceals material facts about the true cost of Buffalo Wild Wings food, never once informing consumers in any disclosure, at any time, that the so-called “Takeout Service Fee” in fact materially changes the menu prices of the offered food.

20. Hundreds of thousands of Buffalo Wild Wings customers like Plaintiff have been charged more for food than the prices listed on Buffalo Wild Wings menus—prices they did not bargain for.

21. Consumers like Plaintiff reasonably understand Buffalo Wild Wings’ express menu price representations to represent the true cost of ordered food, regardless of whether the customer dines in the restaurant or carries out the food. It is not.

22. By unfairly obscuring its true food costs, Buffalo Wild Wings deceives consumers and gains an unfair upper hand on competitors that fairly disclose their true food costs on menus.

23. Plaintiff seeks damages and, among other remedies, injunctive relief that fairly allows consumers to decide whether they will pay Buffalo Wild Wings’ takeout food prices.

COMMON FACTUAL ALLEGATIONS

24. Buffalo Wild Wings' App and Website Fail to Bind Users to Any Terms of Service

a. Buffalo Wild Wings customers may place a takeout order in-store, by phone call, on Buffalo Wild Wings' website, or via Buffalo Wild Wings' app.

25. Buffalo Wild Wings Prominently and Plainly Represents Menu Prices Without Disclosing the Takeout Service Fee

a. Buffalo Wild Wings prominently features food menu prices in-store, on its website, and on its app.

b. Such price representations are made via large signs and menus in stores and on the home page and all subsequent pages of the website and app.

26. Buffalo Wild Wings Omits and Conceals Material Facts About the Costs of Buffalo Wild Wings Food

a. The menu price disclosures were false and misleading, and the listed menu prices are inaccurate.

b. That is because Buffalo Wild Wings applies a \$0.99 "Takeout Service Fee" to all takeout orders and misrepresents what the "Takeout Service Fee" is actually for: the cost of the food.

c. Buffalo Wild Wings' menu price representations to takeout customers are false, because the listed prices are not the true cost of food at Buffalo Wild Wings. In fact, after consumers select menu items based on listed prices and customize those menu items with dips, sides, and other specifications, and after the ordering process is substantially complete, Buffalo Wild Wings surreptitiously imposes a so called "Takeout Service Fee" amounting to \$0.99.

This late addition of a so-called Takeout Service Fee for takeout customers substantially changes the menu prices for food items.

d. In store and on the phone, *after* a customer has completed her ordering request based on menu prices listed prominently on in-store signs or online, Buffalo Wild Wings surreptitiously adds a “Takeout Service Fee” of \$0.99 to the receipts for all takeout orders, providing in-store customers no reasonable notice of the fee prior to payment.

e. Online and in the app, *after* consumers select menu items based on listed prices and customize those menu items with dips and other specifications, and after the ordering process is substantially complete, Buffalo Wild Wings surreptitiously imposes a so called “Takeout Service Fee” amounting to \$0.99. This late addition of a so-called Takeout Service Fee substantially changes the menu prices for food items.

f. In short, the disclosed menu prices are not actually those listed on in-store signs nor the ones listed on the website or app. The *actual* food price is the listed menu price *plus* the hidden “Service Charge” markup applied to all takeout Buffalo Wild Wings orders.

g. If that were not enough, Buffalo Wild Wings misrepresents the true nature of its menu price inflation by hiding it in a deceptively named “Takeout Service Fee.”

h. The so-called “Takeout Service Fee” is a misnomer and a deception. The additional fee is *not* for any additional “service” related to the purchase of Buffalo Wild Wings food—it is part of the cost of food itself.

i. Remarkably, Buffalo Wild Wings admits as much. In fine print on its website or app that it never affirmatively provides in-store or to website or app users, Buffalo Wild Wings concedes that the additional fee is not for the provision of a “service” at all, stating: “This service fee helps us operate our takeout business” (emphasis added). The operation of the

takeout business is, of course, a basic component of any price offered by a business. In sum, even Buffalo Wild Wings agrees the “Takeout Service Fee” is simply part of the cost of its food.

j. In March 2013, the FTC noted that the failure to disclose fees early on in the purchase process, such as the Buffalo Wild Wings’ Takeout Service Fee, is likely to mislead the public: The Federal Trade Commission (“FTC”) recognizes that additional fees should be disclosed before the customer “add[s] to shopping cart,” and provides credit card information. The FTC also recognizes that where “a product’s basic cost (e.g. the cost of the item before taxes, shipping and handling, and any other fees are added on) is advertised on one page,” but the seller also intends to add “significant additional fees” on top of the basic cost, the public is likely to be misled. “[T]he existence and nature of those additional fees [should be] disclosed on the same page [as the advertised price] and immediately adjacent to the cost claim, and with appropriate prominence.” *.com Disclosures, How to Make Effective Disclosures in Digital Advertising*, Federal Trade Commission (March 2013) <https://www.ftc.gov/system/files/documents/plain-language/bus41-dot-com-disclosures-information-about-online-advertising.pdf> (last accessed June 17, 2022).

k. It is false and deceptive for Buffalo Wild Wings to surreptitiously inflate menu prices with a later-added “Takeout Service Fee” on takeout orders. Buffalo Wild Wings is imposing a stealth price hike in the form of an added fee, rather than charging a list price that reflects actual business costs.

l. Buffalo Wild Wings does not fairly inform consumers of the true costs of its food and it misrepresents its food prices on menus.

27. Other Restaurant Industry Actors and Buffalo Wild Wings Competitors Disclose Menu Prices Fairly and Expressly

a. By unfairly obscuring its true food costs, Buffalo Wild Wings deceives consumers and gains an unfair upper hand on competitors that fairly disclose their true food costs.

b. For example, Buffalo Wild Wings competitors Wing Stop and Hooters both offer similar food products. But unlike Buffalo Wild Wings, these competitors fairly and prominently represent their true food prices on menus—and do not surreptitiously inflate menu prices with a mis-named “Takeout Service Fee.”

c. Defendants’ conduct has drawn the attention and ire of customers across the country, with angry customers taking to the Internet to voice their discontent over Defendants’ broken promises. For instance, numerous Buffalo Wild Wings employees and customers have complained on Reddit:

- The \$1 charge makes no sense to me, my store does over 60% take out, we should be catering to take out guests not trying to take advantage of it.¹
- I just checked my email receipt after football sunday yesterday. What the hell is this 'takeout fee' \$1? Like I am paying for the pleasure of paying for food? I received no service. This is a scam.²
- I just placed an order for wings as I often do on Thursdays. At checkout, I noticed there was a \$0.99 "Takeout Service Fee" I only get 6 wings, so this is a 12% fee for my order. Towards the bottom of the receipt there's an asterisk that said "This service fee helps us operate our takeout business"³
- Just started today...I work at one and had no idea until I saw it pop up this morning. been getting complaints all day about it.⁴

¹ See https://www.reddit.com/r/BuffaloWildWings/comments/s7ftgv/fck_bww/

² *Id.*

³ See

https://www.reddit.com/r/BuffaloWildWings/comments/s37sgi/service_charge_for_takeout_at_buffalo_wild_wings/

⁴ *Id.*

- Was going to order on the app and saw the fee so placed the order in person at a “Buffalo Wild Wings Go” concept location (ironically the one next to Inspire Brands HQ) and was charged the service fee (no disclosure either)⁵
- Today i placed an order at BWW GO (you know a takeout restaurant) and was charged a hidden \$1 service fee. No where on the menu does it disclose this fee. Downright scummy and deceitful. I love BWW and was super excited about the GO coming into my neighborhood. Unfortunately I can't get down with hidden fees and will not be going back ever again. Anyone else notice this??⁶
- They also didn't have anything on the menu saying you would be charged the fee. In fact I called in and asked if a phone order would have the fee and was told it didn't apply and was then charged the fee. Done with BWW and their BS.⁷

28. Plaintiff Divane Pittman was charged this “Takeout Service Fee”

a. On March 8, 2022, Plaintiff Divane Pittman walked in and, relying on listed menu prices, ordered food at the takeout counter of a Buffalo Wild Wings located in Bowie, Maryland, for the total amount of \$25.67.

b. As part that purchase, and without her knowledge, Ms. Pittman was assessed a \$0.99 Takeout Service Fee.

c. At no time prior to her purchase was Ms. Pittman made aware that the \$0.99 Takeout Service Fee would be added to her purchase.

d. Accordingly, at no time prior to her purchase did Ms. Pittman realize that Buffalo Wild Wings would furtively affix a price increase on her transaction.

e. Had Ms. Pittman known that the Takeout Service Fee would be assessed on her purchase, she would not have purchased a takeout order from Buffalo Wild Wings.

⁵ *Id.*

⁶ See https://www.reddit.com/r/BuffaloWildWings/comments/so1cqd/service_fee_bdubs_go/

⁷ *Id.*

CLASS ALLEGATIONS

29. Pursuant to Maryland Rule 2-231, Plaintiff brings this action on behalf of herself and Classes of similarly situated persons defined as follows:

Maryland Class:

All persons in Maryland who, within the applicable statute of limitations preceding the filing of this action, made a takeout purchase at a Buffalo Wild Wings restaurant and were charged a Takeout Service Fee.

Nationwide Class:

All persons who, within the applicable statute of limitations, made a takeout purchase at a Buffalo Wild Wings restaurant and were charged a Takeout Service Fee.

30. Excluded from the Classes are Defendants, any entities in which they have a controlling interest, any of their parents, subsidiaries, affiliates, officers, directors, employees and members of such persons' immediate families, and the presiding judge(s) in this case and their staff. Plaintiff reserves the right to expand, limit, modify, or amend this class definition, including, without limitation, the addition of one or more subclasses, in connection with their motion for class certification, or at any other time, based upon, *inter alia*, changing circumstances and/or new facts obtained during discovery.

31. **Numerosity:** At this time, Plaintiff does not know the exact size of the Classes; however, due to the nature of the trade and commerce involved, Plaintiff believes that the Class members are well into the thousands, and thus are so numerous that joinder of all members is impracticable. The number and identities of Class members is administratively feasible and can be determined through appropriate discovery in the possession of the Defendants.

32. **Commonality:** There are questions of law or fact common to the Classes, which include, but are not limited to, the following:

- a. Whether during the class period, Defendants deceptively represented menu prices on food ordered in-store or through the Buffalo Wild Wings website and mobile app by failing to disclose its Takeout Service Fee;
- b. Whether Defendants alleged misconduct misled or had the tendency to mislead consumers;
- c. Whether Defendants engaged in unfair, unlawful, and/or fraudulent business practices under the laws asserted;
- d. Whether Defendants' alleged conduct constitutes violations of the laws asserted;
- e. Whether Plaintiff and members of the Class were harmed by Defendants' misrepresentations;
- f. Whether Plaintiff and the Class have been damaged, and if so, the proper measure of damages; and
- g. Whether an injunction is necessary to prevent Defendants from continuing to deceptively represent the amount of the menu price on food.

33. **Typicality:** Like Plaintiff, many other consumers ordered food from Buffalo Wild Wings, believing menu prices to be accurate based on Defendant's representations. Plaintiff's claims are typical of the claims of the Class because Plaintiff and each Class member was injured by Defendants' false representations about the true nature of the menu price. Plaintiff and the Class have suffered the same or similar injury as a result of Defendants' false, deceptive and misleading representations. Plaintiff's claims and the claims of members of the Class emanate from the same legal theory, Plaintiff's claims are typical of the claims of the Class, and, therefore, class treatment is appropriate.

34. **Adequacy of Representation:** Plaintiff is committed to pursuing this action and have retained counsel competent and experienced in prosecuting and resolving consumer class actions. Plaintiff will fairly and adequately represent the interests of the Classes and do not have any interests adverse to those of the Classes.

35. **The Proposed Class Satisfies the Md. Rule 2-231(c)(2) requirement for injunctive relief:** Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive and equitable relief with respect to the Class as a whole. Plaintiff remains interested in ordering food from Buffalo Wild Wings; there is no way for Plaintiff to know when or if Defendants will cease deceptively misrepresenting the cost of its food. Specifically, Defendants should be ordered to cease from representing inaccurate menu prices and to disclose the true nature of the Takeout Service Fee. Defendants' ongoing and systematic practices make declaratory relief with respect to the Class appropriate.

36. **The Proposed Class Satisfies the Md. Rule 2-231(c)(3) requirements for damages:** The common questions of law and fact enumerated above predominate over questions affecting only individual members of the Class, and a class action is the superior method for fair and efficient adjudication of the controversy. The likelihood that individual members of the Class will prosecute separate actions is remote due to the extensive time and considerable expense necessary to conduct such litigation, especially when compared to the relatively modest amount of monetary, injunctive, and equitable relief at issue for each individual Class member.

COUNT I
Violation of Maryland's Consumer Protection Act,
Md. Code Comm. Law §§ 13-101, *et seq.*
(Asserted on behalf of Plaintiff and the Maryland Class)

37. Plaintiff is a "consumer" pursuant to Md. Code Comm. Law § 13-101(c)(1).

38. Defendants are “merchants” and “persons” pursuant to Md. Code Comm. Law § 13-101(g)-(h).

39. The CPA prohibits a person from engaging “in any unfair, abusive, or deceptive trade practice” including in:

- a. The sale, lease, rental, loan, or bailment of any consumer goods, consumer realty, or consumer services; and
- b. The offer for sale, lease, rental, loan, or bailment of consumer goods, consumer realty or consumer services.

Md. Code. Comm. Law § 13-303.

40. Defendants’ policy and practice of charging Takeout Service Fees as alleged herein is a violation of the CPA, including but not limited to:

- a. False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- b. Representation that consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity that they do not have;
- c. Representation that consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;
- d. Failure to state a material fact if the failure deceives or tends to deceive;
- e. Advertisement or offer of consumer goods, consumer realty, or consumer services without intent to sell, lease, or rent them as advertised or offered;
- f. False or misleading representation of fact which concerns a price in comparison to one’s own price at a past or future time;
- g. Deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with the promotion or sale of any consumer goods, consumer realty, or consumer service;
- h. Deception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer

rely on the same in connection with the subsequent performance of a merchant with respect to an agreement of sale, lease, or rental.

41. Any practice prohibited by the CPA is a violation of the CPA, whether or not any consumer in fact has been misled, deceived, or damaged as a result of that practice. Md. Code. Comm. Law § 13-302.

42. Plaintiff relied upon misrepresentations, misleading statements, deceptive practices, and false promises by Defendants which resulted in injury to her.

43. Plaintiff has suffered an ascertainable loss of money as a result of the use or employment by Defendants of a method, act, or practice prohibited or declared to be unlawful by the provisions of the CPA.

44. Plaintiff's actual out-of-pocket loss was proximately caused by Defendants' violation of the CPA.

45. Should Plaintiff prevail in this action, reasonable attorneys' fees and costs are to be awarded pursuant to Md. Code. Comm. Law § 13-408(b).

COUNT II
Breach of Contract
(Asserted on behalf of Plaintiff and the Classes)

46. Plaintiff incorporates each of the foregoing allegations as if fully restated herein.

47. Plaintiff and Buffalo Wild Wings have contracted for food, as embodied in the representations made on Buffalo Wild Wings menus and menu prices.

48. Buffalo Wild Wings breached the terms of its contract with consumers by charging Takeout Service Fees that increased the cost of the food purchased over and above the price listed on menu items.

49. Plaintiff and members of the Classes have performed all, or substantially all, of the obligations imposed on them under the contract.

50. Plaintiff and members of the Classes have sustained damages as a result of Buffalo Wild Wings' breach of the contract and breach of the implied covenant of good faith and fair dealing.

RELIEF SOUGHT

WHEREFORE, Plaintiff on behalf of herself and the Class respectfully requests that this Court provide Plaintiff the following relief:

- A. For an order enjoining Defendants from continuing the unlawful practices set forth above;
- B. For declaratory and injunctive relief as set forth above;
- C. For an order requiring Defendants to disgorge and make restitution of all monies it acquired by means of the unlawful practices set forth above;
- D. For compensatory damages according to proof;
- E. For punitive damages according to proof;
- F. For reasonable attorneys' fees and costs of suit;
- G. For pre-judgment interest; and
- H. Awarding such other and further relief as this Court deems just, proper and equitable.

Dated: July 12, 2022



Andrew D. Freeman (Bar No. 8612010166)
Neel Lalchandani (Bar No. 1712130303)
Lauren J. Kelleher (Bar No. 2008030009)
Brown, Goldstein & Levy, LLP
120 E. Baltimore Street, Suite 2500
Baltimore, MD 21202
Tel: (410) 962-1030
Fax: (410) 385-0869
adf@browngold.com
nlalchandani@browngold.com
lkelleher@browngold.com

/s/ Jeffrey D. Kaliel

Jeffrey D. Kaliel (pro hac vice forthcoming)
Sophia Goren Gold (pro hac vice forthcoming)
KalielGold PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005
Telephone: (202) 350-4783
jkaliel@kalielpllc.com
sgold@kalielgold.com

Attorneys for Plaintiff and the Proposed Class

DEMAND FOR TRIAL BY JURY

Pursuant to Md. R. Civ. P. Cir. Ct. 2-325, Plaintiff on her own behalf and on behalf of all others similarly situated demands a jury trial on all claims so triable.

Dated: July 12, 2022



Andrew D. Freeman (Bar No. 8612010166)

DIVANE PITTMAN
c/o Brown, Goldstein & Levy LLP
120 E. Baltimore Street, Suite 2500
Baltimore, Maryland 21202

*On her own behalf and on behalf of
all others similarly situated,*

Plaintiff,

v.

BUFFALO WILD WINGS
INTERNATIONAL, INC.
Serve: Resident Agent
CSC-Lawyers
Incorporating Service Company
7 St. Paul Street
Baltimore, Maryland 21202,

and

INSPIRE BRANDS, INC.
3 Glenlake Parkway, NE
Atlanta, Georgia 30328,

Defendants.

IN THE
CIRCUIT COURT
FOR MONTGOMERY COUNTY
Case No. C-15-cv-22-002594

APPEARANCE OF COUNSEL

* * * * *

APPEARANCE OF COUNSEL

Please enter the appearance as counsel for Plaintiff in this case.

Andrew D. Freeman (Bar No. 8612010166)
Neel Lalchandani (Bar No. 1712130303)
Lauren J. Kelleher (Bar No. 2008030009)
Brown, Goldstein & Levy, LLP
120 E. Baltimore Street, Suite 2500
Baltimore, MD 21202

Each attorney hereby certify that they are am admitted to practice in this Court.

Dated: July 13, 2022



Andrew D. Freeman (Bar No. 8612010166)

Neel Lalchandani (Bar No. 1712130303)

Lauren J. Kelleher (Bar No. 2008030009)

Brown, Goldstein & Levy, LLP

120 E. Baltimore Street, Suite 2500

Baltimore, MD 21202

Tel: (410) 962-1030

Fax: (410) 385-0869

adf@browngold.com

nlalchandani@browngold.com

lkelleher@browngold.com

Attorneys for Plaintiff and the Proposed Class



COUNTY, MARYLAND

50 Maryland Avenue
Rockville, Maryland 20850

To: ANDREW D FREEMAN
BROWN, GOLDSTEIN & LEVY, LLP
120 E. BALTIMORE STREET
SUITE 2500
BALTIMORE, MD 21202-6701

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/13/2022

MDEC DEFICIENCY NOTICE
(Md. Rules Title 20)

To **Andrew D Freeman**: You have a deficiency in your filing. Pursuant to Maryland Rule 20-203(d)(2) the court will strike the submission unless the deficiency is corrected, or the deficient submission is withdrawn within 14 days or the court orders otherwise. Please make the correction(s) indicated below and refile or withdraw the submission within 14 days. The deficient submission file name(s) and date of filing are: **Class Action Complaint and Demand for Jury Trial 07/12/2022.**

- In any one case multiple submissions (including proposed orders) must be submitted in the same envelope as separate PDF files. Please resubmit the filings as separate submissions in the same envelope. (See Rule 20-201(e).) *Does not apply to L & T bulk filing.*
- The submission is illegible or scanned with an incorrect orientation (e.g., upside down, sideways, blurry, and blank pages).
- PDF file names must relate to the title of the submission. The PDF file name must state whether all or part of the submission is to be sealed or shielded pursuant to Rule 20-201.1. (e.g., RESTRICTED DOCUMENT-Request to Shield Denied or Dismissed Protective Order Records) (See Rule 20-201(i).) If an exhibit to a submission is filed, the exhibit and the PDF file name should accurately refer to the submission to which they relate. (e.g., Ex 1 PI MSJ) When the exhibit is an affidavit or other testimony, the file name must identify the affiant or witness (e.g., Affidavit of John Doe).
- The exhibit(s) are not identified using the drop-down menu provided.
- The submission is not permitted to be filed electronically. (See Rule 20-106(c)(2).)
- The submission does not include the filer's signature (the signer's typewritten name accompanied by a visual image of the signer's handwritten signature or by the symbol /s/) as required by Rule 20-107(a)(1).
- The submission does not have the filer's address, e-mail address, telephone number, or the attorney's identifying Attorney Number registered with the Attorney Information System as required by Rule 20-107(a)(2).
- The submission requires a signature under oath, affirmation, or with verification and is not hand-signed and scanned or affixed with the signer's digital signature. (See Rule 20-107(d)(1).)

Other Reference Number(s):

- CONSOLIDATED CASES:** The submission was filed into a subcase. Where a judge has issued an order consolidated cases and designates a lead case, all subsequent submissions must be filed in the lead case.
- The proposed order was not submitted as a separate document, identified as a proposed order, or identified as relating to the motion or other request for court action to which the order pertains. (See Rule 20-201(j).) *This does not apply if submitted on a combined motion & order form issued by the judiciary.*
- The filing code does not appear to be correct, and the correct code is not apparent.
- The State Court Administrator requirements for requesting sheriff, constable or certified mail service in the District Court have not been met (e.g., includes improper fee multiplier).
- The submission was filed by a registered user on behalf of a non-registered user in violation of the policy published by the State Court Administrator.
- The party's name is not an identical reference to the name of each party (spelling, first name, middle name(s), last name(s), initial(s), and other identifiers) as required wherever that party's name referred to in writing/electronically, including but not limited to: in the pleading or other submission, party field, or File and Serve.
- The filing location is incorrect.
- Other : Defendant Buffalo Wild Wings International, Inc address is missing

To resubmit the submission(s), please re-file in a different envelope within 14 days of this notice and under comments state that you are filing to correct the Deficiency Notice filed on 7/13/2022 with envelope 10051450.



Karen A. Bushell
Clerk of the Circuit Court

NOTE: You must submit a motion and have it granted by a judge to receive a refund of any fees associated with the filing.

ORDER STRIKING DEFICIENT SUBMISSION(S)

The above deficiency notice has not been corrected within the required 14 days. The court has not issued an order related to the deficiency. Per Rule 20-203(d)(2), the deficient submission(s) is/are stricken.

Date	Judge
------	-------

cc: Divane Pittman
 Andrew D Freeman
 Neel Kishin Lalchandani
 Lauren Kelleher



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: NEEL KISHIN LALCHANDANI
120 EAST BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

RECEIPT OF CASE AND ASSIGNMENT OF CASE NUMBER

Please be advised that the above referenced case was received on 07/13/2022, in the office of the Clerk for Montgomery County.

This matter has been assigned the above case number. Please include this case number on all future papers to be filed in this case.

A handwritten signature in cursive script that reads "Karen A. Bushell".

Karen A. Bushell
Clerk of the Circuit Court



**CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND**
50 Maryland Avenue
Rockville, Maryland 20850

To: LAUREN KELLEHER
NO KNOWN ADDRESS

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

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Karen A. Bushell
Clerk of the Circuit Court



50 Maryland Avenue
Rockville, Maryland 20850

To: ANDREW D FREEMAN
BROWN GOLDSTEIN & LEVY LLP
120 E BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202-6701

Case Number: C-15-CV-22-002594
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Karen A. Bushell
Clerk of the Circuit Court



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA GA 30328

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

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Karen A. Bushell
Clerk of the Circuit Court



50 Maryland Avenue
Rockville, Maryland 20850

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS MN 55416

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

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A handwritten signature in cursive script that reads "Karen A. Bushell".

Karen A. Bushell
Clerk of the Circuit Court



**CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND**
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: NEEL KISHIN LALCHANDANI
120 EAST BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

**NOTICE OF SCHEDULING HEARING AND ORDER OF COURT – CIVIL TRACK 4
COMPLAINT FILED ON 07/13/2022**

SCHEDULING HEARING: 10/14/2022, Courtroom 8C - North Tower, 9:00 AM, Bibi M Berry
ATTENDANCE REQUIRED PLUS

DEADLINE: PLT EXPERTS IDENTIFIED: 10/11/2022

It is by the Circuit Court for Montgomery County, Maryland, hereby **ORDERED** as follows:

- 1.) **Effective this date, this case is assigned to a CIVIL calendar under the supervision of the judge as noted above. ALL FUTURE FILINGS IN THIS CASE SHALL BEAR THE CASE NUMBER AND THE JUDGE’S NAME BENEATH THE CASE NUMBER. On filing any motion or paper related thereto with the Clerk’s Office, a courtesy copy shall be delivered to the assigned judge’s chambers by the party filing the pleading.**
- 2.) **MOTIONS FILED IN A TRACK 4 ACTION SHALL NOT EXCEED 25 PAGES INCLUDING ANY MEMORANDUM OF LAW AND OPPOSITION/REPLY MOTIONS SHALL NOT EXCEED 15 PAGES WITHOUT LEAVE OF COURT.**
- 3.) Proof of Service. Within sixty-five (65) days of the filing of the Complaint, Plaintiff must file proof of service on each of the Defendants of the following: copies of the Summons, the Complaint, and this Notice of Scheduling Hearing and Order.
 - a) As to any Defendant for whom such proof of service has not been filed, the Court will consider dismissing the Complaint without prejudice at the time of the Scheduling Hearing.
 - b) As to any Defendant not served at the time of the initial Scheduling Hearing, the Court may sever the case against that party.
 - c) **A motion for alternative service as to any unserved Defendant may not be filed after the 121st day after filing of the complaint. DEADLINE: 11/10/2022**
 - d) **Defendants who are not served by the 121st day after filing of the complaint are subject to dismissal under Rule 2-507.**
 - e) As to any Defendant served with the Summons and Complaint, within thirty (30) days of service, the Defendant must file the Defendant’s Civil Information Form with the initial pleading and a copy mailed to Plaintiff.
- 4.) Answer or Other Responsive Pleading. Within the time permitted under Maryland Rules, each Defendant must respond to the Complaint by filing an Answer or other responsive pleading. These pleadings must be filed in

accordance with Rule 2-321. If no timely response has been filed, the Court may enter an Order of Default pursuant to Rule 2-613 at the time of the initial Scheduling Hearing.

- 5.) **Initial Discovery.** **No later than ten (10) days before the initial Scheduling Hearing, the parties shall:** complete sufficient initial discovery to enable them to participate in the hearing meaningfully and in good faith and to make decisions regarding (a) settlement, (b) consideration of available and appropriate forms of alternative resolution (ADR) [PLEASE SEE PARAGRAPH 10 BELOW], (c) limitation of issues, (d) stipulations, (e) any issues relating to preserving discoverable information, (f) any issues relating to discovery of electronically stored information, including the form in which it is to be produced, (g) any issues relating to claims of privilege or of protection, and (h) other matters that may be considered at the hearing; including:
- a.) **Initial Disclosure of the Plaintiff's Experts to occur no later than the Scheduling Hearing:** The deadline for the disclosure of Plaintiff's experts coincides with the Scheduling Hearing. Given the early stage of discovery, while disclosure of the area of expertise is expected, some flexibility will be applied as to the specific opinion of the expert. The obligation to supplement the information provided by this deadline continues and must be provided without delay as soon as it is known to the Plaintiff, but no later than thirty (30) days after the Scheduling Hearing without leave of the Court, including any substance of the findings and opinions, grounds for each opinion on which the expert is expected to testify, as well as copies of all reports received from each expert witness. Under no circumstances may this information be withheld.
- 6.) **Discovery of Electronic Information.** Further, **with regard to the discovery of electronic information,** the Parties shall confer in person or by telephone and attempt to reach agreement, or narrow the areas of disagreement, as to the preservation of electronic information, if any, and the necessity and manner of conducting discovery regarding electronic information, and the parties shall be prepared to address the following at the Scheduling Hearing:
- a.) Identification and retention of discoverable electronic information and what, if any, initial discovery and any party requests in order to identify discoverable electronic information;
- b.) Exchange of discoverable information in electronic format where appropriate, including:
- i) The format of production, i.e., PDF, TIFF, or JPEG file or native formats such as Microsoft Word, WordPerfect, etc., and the manner in which the information shall be exchanged such as CD-ROM disks or otherwise; and
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- The parties shall reduce all areas of agreement, including any agreements regarding inadvertent disclosure of privileged materials, to a stipulated order to be presented to the court at or before the Scheduling Hearing.
- 7.) **Attorneys' Fees.** If a party intends to assert a "substantial claim" for attorneys' fees, the Court, at the Scheduling Hearing, will determine whether to require enhanced documentation, quarterly statements, or other procedures permitted by Maryland Rules. If triable by jury, the Court will determine the necessity of a separate discovery schedule, to include, if appropriate, the designation of experts relating to this issue. (See Rules 2-703, 2-704, and 2-705.)
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- b) for the Defendant, a concise statement of the Defendant’s defenses;
- c) an itemization of damages or other relief sought for the Plaintiff and an itemization of matters in litigation of damages or in opposition to the relief sought by the Defendant;
- d) the maximum offer or minimum demand now acceptable to your client;
- e) a concise statement of the number of witnesses and a designation of the number and identity of proposed expert witnesses;
- f) an estimation of the amount of time it will take to complete each party’s portion of the trial.
- g) If a “substantial claim” for attorneys’ fees is anticipated, a concise statement from the party asserting the claim, setting forth how fees will be documented, whether the claim is pursuant to law, statute or contract, identifying the legal theory, statute of contract provision, whether counsel agrees to follow the Guidelines Regarding Compensable and Non-Compensable Attorneys’ Fees, and whether claim is triable by jury. If triable by jury, counsel confer in person or by telephone and be prepared to address at the Scheduling Hearing the need for and contents of a separate discovery schedule relating to attorneys’ fees, to include, if appropriate, the designation of experts.

9.) On the date and time noted above, all counsel and any unrepresented parties shall appear before the assigned judge at an initial Scheduling Hearing to discuss the possibilities of settlement, ADR, and to establish a schedule for the completion of all proceedings. This Order is the only notice that parties and counsel will receive concerning this hearing. Failure to appear may result in sanctions. **Where the Plaintiff does not appear, failure to appear may result in dismissal of the complaint, EVEN IF DEFENDANTS HAVE NOT YET BEEN SERVED OR HAVE NOT YET ANSWERED.**

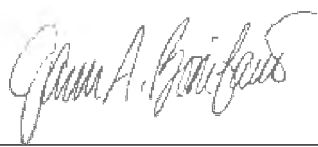
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11.) Postponement of the Scheduling Hearing. Upon advice that the date noted above is in conflict with another required appearance for any attorney of record or unrepresented party, the Hearing may be postponed once for no more than two (2) weeks, with the consent of all parties. No other postponement of the Hearing will be granted except upon motion for good cause shown. Failure to appear at the Scheduling Hearing may result in a dismissal and/or default judgment.

12.) THE TRIAL DATE SHALL BE SET AT THE SCHEDULING HEARING BETWEEN THE DATES NOTED BELOW. COUNSEL ARE ENCOURAGED TO CLEAR DATES WITH ONE ANOTHER AND THE ASSIGNMENT OFFICE PRIOR TO THE SCHEDULING HEARING.

Trial Date Between: 05/17/2023 and 10/10/2023

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022



7/18/2022 Date Administrative Judge

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Questions? Please see <https://www.montgomerycountymd.gov/cct/departments/dcm.html> or call the DCM coordinator at 240-777-9358.



CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: LAUREN KELLEHER
NO KNOWN ADDRESS

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

**NOTICE OF SCHEDULING HEARING AND ORDER OF COURT – CIVIL TRACK 4
COMPLAINT FILED ON 07/13/2022**

SCHEDULING HEARING: 10/14/2022, Courtroom 8C - North Tower, 9:00 AM, Bibi M Berry
ATTENDANCE REQUIRED PLUS

DEADLINE: PLT EXPERTS IDENTIFIED: 10/11/2022

It is by the Circuit Court for Montgomery County, Maryland, hereby **ORDERED** as follows:

- 1.) **Effective this date, this case is assigned to a CIVIL calendar under the supervision of the judge as noted above. ALL FUTURE FILINGS IN THIS CASE SHALL BEAR THE CASE NUMBER AND THE JUDGE’S NAME BENEATH THE CASE NUMBER. On filing any motion or paper related thereto with the Clerk’s Office, a courtesy copy shall be delivered to the assigned judge’s chambers by the party filing the pleading.**
- 2.) **MOTIONS FILED IN A TRACK 4 ACTION SHALL NOT EXCEED 25 PAGES INCLUDING ANY MEMORANDUM OF LAW AND OPPOSITION/REPLY MOTIONS SHALL NOT EXCEED 15 PAGES WITHOUT LEAVE OF COURT.**
- 3.) Proof of Service. Within sixty-five (65) days of the filing of the Complaint, Plaintiff must file proof of service on each of the Defendants of the following: copies of the Summons, the Complaint, and this Notice of Scheduling Hearing and Order.
 - a) As to any Defendant for whom such proof of service has not been filed, the Court will consider dismissing the Complaint without prejudice at the time of the Scheduling Hearing.
 - b) As to any Defendant not served at the time of the initial Scheduling Hearing, the Court may sever the case against that party.
 - c) **A motion for alternative service as to any unserved Defendant may not be filed after the 121st day after filing of the complaint. DEADLINE: 11/10/2022**
 - d) **Defendants who are not served by the 121st day after filing of the complaint are subject to dismissal under Rule 2-507.**
 - e) As to any Defendant served with the Summons and Complaint, within thirty (30) days of service, the Defendant must file the Defendant’s Civil Information Form with the initial pleading and a copy mailed to Plaintiff.
- 4.) Answer or Other Responsive Pleading. Within the time permitted under Maryland Rules, each Defendant must respond to the Complaint by filing an Answer or other responsive pleading. These pleadings must be filed in accordance with Rule 2-321. If no timely response has been filed, the Court may enter an Order of Default pursuant to Rule 2-613 at the time of the initial Scheduling Hearing.

- 5.) Initial Discovery. **No later than ten (10) days before the initial Scheduling Hearing, the parties shall:** complete sufficient initial discovery to enable them to participate in the hearing meaningfully and in good faith and to make decisions regarding (a) settlement, (b) consideration of available and appropriate forms of alternative resolution (ADR) [PLEASE SEE PARAGRAPH 10 BELOW], (c) limitation of issues, (d) stipulations, (e) any issues relating to preserving discoverable information, (f) any issues relating to discovery of electronically stored information, including the form in which it is to be produced, (g) any issues relating to claims of privilege or of protection, and (h) other matters that may be considered at the hearing; including:
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- a) for the Plaintiff, a brief statement of the nature of the controversy and the claims being made by the Plaintiffs;

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- c) an itemization of damages or other relief sought for the Plaintiff and an itemization of matters in litigation of damages or in opposition to the relief sought by the Defendant;
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Trial Date Between: 05/17/2023 and 10/10/2023

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022
Date


Administrative Judge

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**CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND**
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: ANDREW D FREEMAN
BROWN GOLDSTEIN & LEVY LLP
120 E BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202-6701

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

**NOTICE OF SCHEDULING HEARING AND ORDER OF COURT – CIVIL TRACK 4
COMPLAINT FILED ON 07/13/2022**

SCHEDULING HEARING: 10/14/2022, Courtroom 8C - North Tower, 9:00 AM, Bibi M Berry
ATTENDANCE REQUIRED PLUS

DEADLINE: PLT EXPERTS IDENTIFIED: 10/11/2022

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 - a) As to any Defendant for whom such proof of service has not been filed, the Court will consider dismissing the Complaint without prejudice at the time of the Scheduling Hearing.
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 - e) As to any Defendant served with the Summons and Complaint, within thirty (30) days of service, the Defendant must file the Defendant’s Civil Information Form with the initial pleading and a copy mailed to Plaintiff.

- 4.) Answer or Other Responsive Pleading. Within the time permitted under Maryland Rules, each Defendant must respond to the Complaint by filing an Answer or other responsive pleading. These pleadings must be filed in

accordance with Rule 2-321. If no timely response has been filed, the Court may enter an Order of Default pursuant to Rule 2-613 at the time of the initial Scheduling Hearing.

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Date



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CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA GA 30328

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

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- 6.) **Discovery of Electronic Information.** Further, **with regard to the discovery of electronic information**, the Parties shall confer in person or by telephone and attempt to reach agreement, or narrow the areas of disagreement, as to the preservation of electronic information, if any, and the necessity and manner of conducting discovery regarding electronic information, and the parties shall be prepared to address the following at the Scheduling Hearing:
- a.) Identification and retention of discoverable electronic information and what, if any, initial discovery and any party requests in order to identify discoverable electronic information;
- b.) Exchange of discoverable information in electronic format where appropriate, including:
- i) The format of production, i.e., PDF, TIFF, or JPEG file or native formats such as Microsoft Word, WordPerfect, etc., and the manner in which the information shall be exchanged such as CD-ROM disks or otherwise; and
- ii) Whether separate indices will be exchanged and whether the documents and information exchanged will be electronically numbered.
- c.) Whether the parties agree as to the apportionment of costs for production of electronic information that is not maintained on a party's active computers, computer servers or databases;
- d.) The manner of handling inadvertent production of privileged materials; and
- e.) Whether the parties agree to refer electronic discovery disputes to a Special Magistrate for resolution.

The parties shall reduce all areas of agreement, including any agreements regarding inadvertent disclosure of privileged materials, to a stipulated order to be presented to the court at or before the Scheduling Hearing.

- 7.) **Attorneys' Fees.** If a party intends to assert a "substantial claim" for attorneys' fees, the Court, at the Scheduling Hearing, will determine whether to require enhanced documentation, quarterly statements, or other procedures permitted by Maryland Rules. If triable by jury, the Court will determine the necessity of a separate discovery schedule, to include, if appropriate, the designation of experts relating to this issue. (See Rules 2-703, 2-704, and 2-705.)
- 8.) **Scheduling Hearing Statement.** **Ten (10) days before the initial Scheduling Hearing**, each party must file with the Court and provide the other party(ies) and the assigned judge a Scheduling Hearing Statement setting forth the following information:

- a) for the Plaintiff, a brief statement of the nature of the controversy and the claims being made by the Plaintiffs;
- b) for the Defendant, a concise statement of the Defendant’s defenses;
- c) an itemization of damages or other relief sought for the Plaintiff and an itemization of matters in litigation of damages or in opposition to the relief sought by the Defendant;
- d) the maximum offer or minimum demand now acceptable to your client;
- e) a concise statement of the number of witnesses and a designation of the number and identity of proposed expert witnesses;
- f) an estimation of the amount of time it will take to complete each party’s portion of the trial.
- g) If a “substantial claim” for attorneys’ fees is anticipated, a concise statement from the party asserting the claim, setting forth how fees will be documented, whether the claim is pursuant to law, statute or contract, identifying the legal theory, statute of contract provision, whether counsel agrees to follow the Guidelines Regarding Compensable and Non-Compensable Attorneys’ Fees, and whether claim is triable by jury. If triable by jury, counsel confer in person or by telephone and be prepared to address at the Scheduling Hearing the need for and contents of a separate discovery schedule relating to attorneys’ fees, to include, if appropriate, the designation of experts.

9.) On the date and time noted above, all counsel and any unrepresented parties shall appear before the assigned judge at an initial Scheduling Hearing to discuss the possibilities of settlement, ADR, and to establish a schedule for the completion of all proceedings. This Order is the only notice that parties and counsel will receive concerning this hearing. Failure to appear may result in sanctions. **Where the Plaintiff does not appear, failure to appear may result in dismissal of the complaint, EVEN IF DEFENDANTS HAVE NOT YET BEEN SERVED OR HAVE NOT YET ANSWERED.**

10.) Mediation. PLEASE BE ADVISED THAT THE COURT WILL ORDER MEDIATION IN THE ABOVE-CAPTIONED CASE. PLEASE DISCUSS ADR/MEDIATION WITH THE OPPOSING PARTY (OR COUNSEL, IF APPLICABLE) PRIOR TO THE SCHEDULING HEARING. Parties choosing a mediator must pay the rate agreed upon by the parties and the mediator. Where the court designates a mediator, pursuant to Rule 17-208, the parties will pay the hourly rate established by the court. Counsel/parties may object to participating in mediation either at the Scheduling Hearing, or in accordance with Rule 17-202(f), within thirty (30) days after entry of the order, may file (A) an objection to the referral, (B) an alternative proposal, or (C) a “Request to Substitute ADR Practitioner” substantially in the form set forth in Rule 17-202(g).

11.) Postponement of the Scheduling Hearing. Upon advice that the date noted above is in conflict with another required appearance for any attorney of record or unrepresented party, the Hearing may be postponed once for no more than two (2) weeks, with the consent of all parties. No other postponement of the Hearing will be granted except upon motion for good cause shown. Failure to appear at the Scheduling Hearing may result in a dismissal and/or default judgment.

12.) THE TRIAL DATE SHALL BE SET AT THE SCHEDULING HEARING BETWEEN THE DATES NOTED BELOW. COUNSEL ARE ENCOURAGED TO CLEAR DATES WITH ONE ANOTHER AND THE ASSIGNMENT OFFICE PRIOR TO THE SCHEDULING HEARING.

Trial Date Between: 05/17/2023 and 10/10/2023

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

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Questions? Please see <https://www.montgomerycountymd.gov/cct/departments/dcm.html> or call the DCM coordinator at 240-777-9358.



CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS MN 55416

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

**NOTICE OF SCHEDULING HEARING AND ORDER OF COURT – CIVIL TRACK 4
COMPLAINT FILED ON 07/13/2022**

SCHEDULING HEARING: 10/14/2022, Courtroom 8C - North Tower, 9:00 AM, Bibi M Berry
ATTENDANCE REQUIRED PLUS

DEADLINE: PLT EXPERTS IDENTIFIED: 10/11/2022

It is by the Circuit Court for Montgomery County, Maryland, hereby **ORDERED** as follows:

- 1.) **Effective this date, this case is assigned to a CIVIL calendar under the supervision of the judge as noted above. ALL FUTURE FILINGS IN THIS CASE SHALL BEAR THE CASE NUMBER AND THE JUDGE’S NAME BENEATH THE CASE NUMBER. On filing any motion or paper related thereto with the Clerk’s Office, a courtesy copy shall be delivered to the assigned judge’s chambers by the party filing the pleading.**
- 2.) **MOTIONS FILED IN A TRACK 4 ACTION SHALL NOT EXCEED 25 PAGES INCLUDING ANY MEMORANDUM OF LAW AND OPPOSITION/REPLY MOTIONS SHALL NOT EXCEED 15 PAGES WITHOUT LEAVE OF COURT.**
- 3.) Proof of Service. Within sixty-five (65) days of the filing of the Complaint, Plaintiff must file proof of service on each of the Defendants of the following: copies of the Summons, the Complaint, and this Notice of Scheduling Hearing and Order.
 - a) As to any Defendant for whom such proof of service has not been filed, the Court will consider dismissing the Complaint without prejudice at the time of the Scheduling Hearing.
 - b) As to any Defendant not served at the time of the initial Scheduling Hearing, the Court may sever the case against that party.
 - c) **A motion for alternative service as to any unserved Defendant may not be filed after the 121st day after filing of the complaint. DEADLINE: 11/10/2022**
 - d) **Defendants who are not served by the 121st day after filing of the complaint are subject to dismissal under Rule 2-507.**
 - e) As to any Defendant served with the Summons and Complaint, within thirty (30) days of service, the Defendant must file the Defendant’s Civil Information Form with the initial pleading and a copy mailed to Plaintiff.
- 4.) Answer or Other Responsive Pleading. Within the time permitted under Maryland Rules, each Defendant must respond to the Complaint by filing an Answer or other responsive pleading. These pleadings must be filed in

accordance with Rule 2-321. If no timely response has been filed, the Court may enter an Order of Default pursuant to Rule 2-613 at the time of the initial Scheduling Hearing.

- 5.) **Initial Discovery.** **No later than ten (10) days before the initial Scheduling Hearing, the parties shall:** complete sufficient initial discovery to enable them to participate in the hearing meaningfully and in good faith and to make decisions regarding (a) settlement, (b) consideration of available and appropriate forms of alternative resolution (ADR) [PLEASE SEE PARAGRAPH 10 BELOW], (c) limitation of issues, (d) stipulations, (e) any issues relating to preserving discoverable information, (f) any issues relating to discovery of electronically stored information, including the form in which it is to be produced, (g) any issues relating to claims of privilege or of protection, and (h) other matters that may be considered at the hearing; including:
- a.) **Initial Disclosure of the Plaintiff's Experts to occur no later than the Scheduling Hearing:** The deadline for the disclosure of Plaintiff's experts coincides with the Scheduling Hearing. Given the early stage of discovery, while disclosure of the area of expertise is expected, some flexibility will be applied as to the specific opinion of the expert. The obligation to supplement the information provided by this deadline continues and must be provided without delay as soon as it is known to the Plaintiff, but no later than thirty (30) days after the Scheduling Hearing without leave of the Court, including any substance of the findings and opinions, grounds for each opinion on which the expert is expected to testify, as well as copies of all reports received from each expert witness. Under no circumstances may this information be withheld.
- 6.) **Discovery of Electronic Information.** Further, **with regard to the discovery of electronic information**, the Parties shall confer in person or by telephone and attempt to reach agreement, or narrow the areas of disagreement, as to the preservation of electronic information, if any, and the necessity and manner of conducting discovery regarding electronic information, and the parties shall be prepared to address the following at the Scheduling Hearing:
- a.) Identification and retention of discoverable electronic information and what, if any, initial discovery and any party requests in order to identify discoverable electronic information;
- b.) Exchange of discoverable information in electronic format where appropriate, including:
- i) The format of production, i.e., PDF, TIFF, or JPEG file or native formats such as Microsoft Word, WordPerfect, etc., and the manner in which the information shall be exchanged such as CD-ROM disks or otherwise; and
- ii) Whether separate indices will be exchanged and whether the documents and information exchanged will be electronically numbered.
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- The parties shall reduce all areas of agreement, including any agreements regarding inadvertent disclosure of privileged materials, to a stipulated order to be presented to the court at or before the Scheduling Hearing.
- 7.) **Attorneys' Fees.** If a party intends to assert a "substantial claim" for attorneys' fees, the Court, at the Scheduling Hearing, will determine whether to require enhanced documentation, quarterly statements, or other procedures permitted by Maryland Rules. If triable by jury, the Court will determine the necessity of a separate discovery schedule, to include, if appropriate, the designation of experts relating to this issue. (See Rules 2-703, 2-704, and 2-705.)
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- a) for the Plaintiff, a brief statement of the nature of the controversy and the claims being made by the Plaintiffs;
- b) for the Defendant, a concise statement of the Defendant’s defenses;
- c) an itemization of damages or other relief sought for the Plaintiff and an itemization of matters in litigation of damages or in opposition to the relief sought by the Defendant;
- d) the maximum offer or minimum demand now acceptable to your client;
- e) a concise statement of the number of witnesses and a designation of the number and identity of proposed expert witnesses;
- f) an estimation of the amount of time it will take to complete each party’s portion of the trial.
- g) If a “substantial claim” for attorneys’ fees is anticipated, a concise statement from the party asserting the claim, setting forth how fees will be documented, whether the claim is pursuant to law, statute or contract, identifying the legal theory, statute of contract provision, whether counsel agrees to follow the Guidelines Regarding Compensable and Non-Compensable Attorneys’ Fees, and whether claim is triable by jury. If triable by jury, counsel confer in person or by telephone and be prepared to address at the Scheduling Hearing the need for and contents of a separate discovery schedule relating to attorneys’ fees, to include, if appropriate, the designation of experts.

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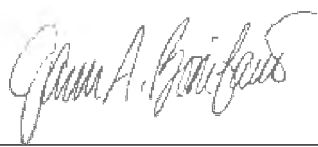
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12.) THE TRIAL DATE SHALL BE SET AT THE SCHEDULING HEARING BETWEEN THE DATES NOTED BELOW. COUNSEL ARE ENCOURAGED TO CLEAR DATES WITH ONE ANOTHER AND THE ASSIGNMENT OFFICE PRIOR TO THE SCHEDULING HEARING.

Trial Date Between: 05/17/2023 and 10/10/2023

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022



7/18/2022 Date Administrative Judge

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Questions? Please see <https://www.montgomerycountymd.gov/cct/departments/dcm.html> or call the DCM coordinator at 240-777-9358.



MARYLAND

50 Maryland Avenue
Rockville, Maryland 20850

To: NEEL KISHIN LALCHANDANI
120 EAST BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202

Case Number:

C-15-CV-22-002594

Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.



**CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND**
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: NEEL KISHIN LALCHANDANI
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Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

**SCHEDULING ORDER – CIVIL TRACK 4
COMPLAINT FILED ON 07/13/2022**

THIS ORDER IS YOUR OFFICIAL NOTICE OF CASE DEADLINES AND HEARINGS REQUIRING APPEARANCES. FAILURE TO APPEAR AT HEARINGS OR COMPLY WITH ALL REQUIREMENTS MAY RESULT IN DISMISSAL, DEFAULT JUDGMENT, EXCLUSION OF WITNESSES AND/OR EXHIBITS, ASSESSMENTS OF COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, OR OTHER SANCTIONS.

EVENT: [ATTENDANCE REQUIRED AT EVENTS] SCHEDULING HEARING PLUS	DEADLINE: 10/14/2022 at 9:00 AM
<i>DEADLINE: PLT EXPERTS IDENTIFIED</i>	10/11/2022
<i>DEADLINE: MOTION FOR ALTERNATIVE SERVICE FILED</i>	11/10/2022
<i>DEADLINE: DEF EXPERTS IDENTIFIED</i>	12/12/2022
<i>DEADLINE: ALL WRITTEN DISCOVERY SERVED BY</i>	02/23/2023
<i>DEADLINE: DISCOVERY COMPLETED</i>	04/10/2023
<i>DEADLINE: ADD'L PARTIES JOINDER</i>	04/20/2023

MEETING OF ALL COUNSEL, 04/24/2023, Time and place to be determined PLUS DEADLINES:	
<i>DEADLINE: DISPOSITIVE MOTIONS FILED</i>	04/24/2023
<i>DEADLINE: RULE 2-504.3(B) NOTICE</i>	04/24/2023

STATUS CONFERENCE	05/05/2023 at 8:30 AM
ATTENDANCE REQUIRED*	
<i>DEADLINE: ADR DEADLINE</i>	05/01/2023
<i>DEADLINE: JOINT PRETRIAL STATEMENT FILED</i>	05/04/2023

SETTLEMENT / PRETRIAL HEARING	05/12/2023 at 1:30 PM
ATTENDANCE REQUIRED	
<i>DEADLINE: PLEADING AMENDMENT TO BE DETERMINED AT PRETRIAL.</i>	

TRIAL COUNSEL SHALL APPEAR AT THE SETTLEMENT CONFERENCE/PRETRIAL HEARING, ACCOMPANIED BY THE PARTIES AND THE INDIVIDUAL(S) WITH AUTHORITY TO SETTLE THE CASE. **MOTIONS** FILED IN TRACK 4 ACTIONS SHALL NOT EXCEED 25 PAGES INCLUDING ANY MEMORANDUM OF LAW AND OPPOSITION/REPLY MOTIONS SHALL NOT EXCEED 15 PAGES WITHOUT LEAVE OF THE COURT. IDENTIFICATION OF ADDITIONAL PARTIES AND AMENDMENT OF PLEADINGS GOVERNED BY RULES 2-211, 2-331, 2-332 AND 2-341.

THE STATUS CONFERENCE MAY BE WAIVED WHERE THE PARTIES HAVE FILED CERTIFICATIONS OF COMPLIANCE WITH DISCOVERY AND ADR ORDERS NO LATER THAN 10 DAYS PRIOR TO THE STATUS CONFERENCE DATE.

EXPERT DISCLOSURE DEADLINES DO NOT APPLY TO REBUTTAL WITNESSES; IN COUNTERCOMPLAINTS, COUNTER-EXPERTS SHALL BE DISCLOSED WITHIN 30 DAYS OF THE FILING OF THE COUNTERCOMPLAINT.

Trial Date Between: 05/17/2023 and 10/10/2023

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Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

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50 Maryland Avenue
Rockville, Maryland 20850

To: LAUREN KELLEHER
NO KNOWN ADDRESS

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.



**CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND**
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: LAUREN KELLEHER
NO KNOWN ADDRESS

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

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COMPLAINT FILED ON 07/13/2022**

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STATUS CONFERENCE ATTENDANCE REQUIRED*	05/05/2023 at 8:30 AM
<i>DEADLINE: ADR DEADLINE</i>	05/01/2023
<i>DEADLINE: JOINT PRETRIAL STATEMENT FILED</i>	05/04/2023

SETTLEMENT / PRETRIAL HEARING ATTENDANCE REQUIRED	05/12/2023 at 1:30 PM
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MOCC-V-004 (10/2021) **Page 1 of 2** **7/18/2022 9:02 AM**

CONFERENCE DATE.

EXPERT DISCLOSURE DEADLINES DO NOT APPLY TO REBUTTAL WITNESSES; IN COUNTERCOMPLAINTS, COUNTER-EXPERTS SHALL BE DISCLOSED WITHIN 30 DAYS OF THE FILING OF THE COUNTERCOMPLAINT.

Trial Date Between: 05/17/2023 and 10/10/2023

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Entered: Clerk, Circuit Court for
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July 18, 2022

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MARYLAND

50 Maryland Avenue
Rockville, Maryland 20850

To: ANDREW D FREEMAN
BROWN GOLDSTEIN & LEVY LLP
120 E BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202-6701

Case Number:

C-15-CV-22-002594

Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.



**CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND**
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: ANDREW D FREEMAN
BROWN GOLDSTEIN & LEVY LLP
120 E BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202-6701

Case Number: C-15-CV-22-002594
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Date: 7/18/2022

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SETTLEMENT / PRETRIAL HEARING ATTENDANCE REQUIRED	05/12/2023 at 1:30 PM
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Trial Date Between: 05/17/2023 and 10/10/2023

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Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

IF TRACK INFORMATION DOES NOT CORRESPOND TO ASSIGNED TRACK, COUNSEL FOR THE DEFENDANT SHALL NOTIFY THE DCM COORDINATOR AT (240) 777-9358. QUESTIONS? Please see the Court's GUIDE TO DCM ORDERS and <https://montgomerycountymd.gov/cct/departments/dcm.html>.



MARYLAND

50 Maryland Avenue
Rockville, Maryland 20850

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA GA 30328

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA GA 30328

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

**SCHEDULING ORDER – CIVIL TRACK 4
COMPLAINT FILED ON 07/13/2022**

THIS ORDER IS YOUR OFFICIAL NOTICE OF CASE DEADLINES AND HEARINGS REQUIRING APPEARANCES. FAILURE TO APPEAR AT HEARINGS OR COMPLY WITH ALL REQUIREMENTS MAY RESULT IN DISMISSAL, DEFAULT JUDGMENT, EXCLUSION OF WITNESSES AND/OR EXHIBITS, ASSESSMENTS OF COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, OR OTHER SANCTIONS.

EVENT: [ATTENDANCE REQUIRED AT EVENTS] SCHEDULING HEARING PLUS	DEADLINE: 10/14/2022 at 9:00 AM
<i>DEADLINE: PLT EXPERTS IDENTIFIED</i>	10/11/2022
<i>DEADLINE: MOTION FOR ALTERNATIVE SERVICE FILED</i>	11/10/2022
<i>DEADLINE: DEF EXPERTS IDENTIFIED</i>	12/12/2022
<i>DEADLINE: ALL WRITTEN DISCOVERY SERVED BY</i>	02/23/2023
<i>DEADLINE: DISCOVERY COMPLETED</i>	04/10/2023
<i>DEADLINE: ADD'L PARTIES JOINDER</i>	04/20/2023

MEETING OF ALL COUNSEL, 04/24/2023, Time and place to be determined PLUS DEADLINES:	
<i>DEADLINE: DISPOSITIVE MOTIONS FILED</i>	04/24/2023
<i>DEADLINE: RULE 2-504.3(B) NOTICE</i>	04/24/2023

STATUS CONFERENCE ATTENDANCE REQUIRED*	05/05/2023 at 8:30 AM
<i>DEADLINE: ADR DEADLINE</i>	05/01/2023
<i>DEADLINE: JOINT PRETRIAL STATEMENT FILED</i>	05/04/2023

SETTLEMENT / PRETRIAL HEARING ATTENDANCE REQUIRED	05/12/2023 at 1:30 PM
<i>DEADLINE: PLEADING AMENDMENT TO BE DETERMINED AT PRETRIAL.</i>	

TRIAL COUNSEL SHALL APPEAR AT THE SETTLEMENT CONFERENCE/PRETRIAL HEARING, ACCOMPANIED BY THE PARTIES AND THE INDIVIDUAL(S) WITH AUTHORITY TO SETTLE THE CASE. **MOTIONS** FILED IN TRACK 4 ACTIONS SHALL NOT EXCEED 25 PAGES INCLUDING ANY MEMORANDUM OF LAW AND OPPOSITION/REPLY MOTIONS SHALL NOT EXCEED 15 PAGES WITHOUT LEAVE OF THE COURT. IDENTIFICATION OF ADDITIONAL PARTIES AND AMENDMENT OF PLEADINGS GOVERNED BY RULES 2-211, 2-331, 2-332 AND 2-341.

THE STATUS CONFERENCE MAY BE WAIVED WHERE THE PARTIES HAVE FILED CERTIFICATIONS OF COMPLIANCE WITH DISCOVERY AND ADR ORDERS NO LATER THAN 10 DAYS PRIOR TO THE STATUS CONFERENCE DATE.

EXPERT DISCLOSURE DEADLINES DO NOT APPLY TO REBUTTAL WITNESSES; IN COUNTERCOMPLAINTS, COUNTER-EXPERTS SHALL BE DISCLOSED WITHIN 30 DAYS OF THE FILING OF THE COUNTERCOMPLAINT.

Trial Date Between: 05/17/2023 and 10/10/2023

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Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

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MARYLAND

50 Maryland Avenue
Rockville, Maryland 20850

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS MN 55416

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.



**CIRCUIT COURT FOR MONTGOMERY COUNTY,
MARYLAND**
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS MN 55416

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

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COMPLAINT FILED ON 07/13/2022**

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Trial Date Between: 05/17/2023 and 10/10/2023

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Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

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MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA, GA 30328

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Issue Date: 7/18/2022

WRIT OF SUMMONS (NEW CASE)

You are hereby summoned to file a written response by pleading or motion, within 60 days after service of this summons upon you, in this Court, to the attached complaint filed by:

Pittman, Divane; Pittman, Divane
c/o Brown, Goldstein & Levy LLP
120 East Baltimore Street, Suite 2500
Baltimore, MD 21202

Witness, the Honorable Chief Judge of the Sixth Judicial Circuit of Maryland.

TO THE PERSON SUMMONED:

1. Failure to file a response within the time allowed may result in a judgment by default or the granting of the relief sought against you.
2. If you have been served with a Scheduling Order, your appearance is required pursuant to the Scheduling Order, regardless of the date your response is due.
3. If you have questions, you should see an attorney immediately. If you need help finding an attorney, you may contact the Bar Association of Montgomery County's Lawyer Referral Service online at www.barmont.org or by calling (301) 279-9100.

Karen A. Bushell
Clerk of the Circuit Court

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reason(s).
3. Return of served or unserved process shall be made promptly and in accordance with Maryland Rule 2-126.
4. If this notice is served by private process, process server shall file a separate affidavit as required by Maryland Rule 2-126(a).

RETURN

Served _____ on _____ at _____
Whom Date City/State/Country

Summons and Show Cause Order and Complaint/Petition/Motion Served

Unserved _____
Date Reason

Signature Sheriff



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS, MN 55416
**SERVE ON: CSC- LAWYERS INCORPORATING
SERVICE COMPANY
7 ST. PAUL ST
BALTIMORE, MD 21202**

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Issue Date: 7/18/2022

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Baltimore, MD 21202

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RETURN

Served _____ on _____ at _____
Whom Date City/State/Country

Summons and Show Cause Order and Complaint/Petition/Motion Served

Unserved _____
Date Reason

Signature Sheriff



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: NEEL KISHIN LALCHANDANI
120 EAST BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

**ORDER FOR MANDATORY SETTLEMENT/PRETRIAL HEARING – TRACK 4
COMPLAINT FILED ON 07/13/2022**

In accordance with Maryland Rules of Procedure, Rule 2-504, and in order to administer the trial of cases in a manner consistent with the ends of justice, in the shortest possible time and at the least possible cost to the Court and to litigants, it is this day, by the Circuit Court for Montgomery County, Maryland,

ORDERED, that parties, representatives with authority to settle a case, and trial counsel shall appear in court for a Settlement Conference and a subsequent Pretrial Hearing on 5/12/2023. No further notice will be given of this date. Unrepresented parties and/or trial counsel shall meet at least two weeks prior to the hearing date to prepare a written joint pre-trial statement and endeavor to settle the case. If the parties cannot agree to the meeting place or date, it shall be two weeks before the hearing date at 9:00 a.m. in the lobby of the Court House. The joint pre-trial statement shall be signed by all parties and their attorneys and shall be filed with the court at least five days before the Settlement/Pretrial Hearing and shall contain the following:

1. Nature of the Case: A brief, non-argumentative statement suitable for reading to a jury.
2. Claims and/or Defenses: Each party to set forth a concise statement of all claims and defenses which that party is submitting for trial.
3. Undisputed Issues and Facts: List all issues not in dispute and set forth stipulated facts.
4. Disputed Issues: List each disputed issue and the principal contentions of all parties respecting each.
5. Relief Sought: Specify nature and amount of each item of damage claimed or description of equitable relief sought by each party.
6. Citations: List any cases or statutes which need to be called to the Court’s attention.
7. Pending Motions: List title, movant, and filing date of pending motions.
8. Witnesses: Name, address, and telephone number of each person who may be called to testify. As to experts, list matters about which each expert will testify. No party may call at trial any witness omitted from that party’s pre-trial statement, except for impeachment or rebuttal purposes.
9. Exhibits: Attach a listing of the exhibits to be offered in evidence by each party at the trial, other than those expected to be used solely for impeachment, indicating which exhibits the parties agree may be offered in evidence without the usual authentication. Complete list of exhibits identifying by exhibit number each document that may be offered at trial. (Stickers to be attached to each exhibit are available in Clerk’s office.) Any objections to another party’s exhibits should be stated.

10. Deposition Testimony: Designation by page and line of deposition testimony to be offered as substantive evidence, not impeachment.
11. Pleadings and Discovery Responses: Designation by page and paragraph of any pleading or discovery response to be offered as substantive evidence, not impeachment.
12. Demonstrative or Physical Evidence: Describe any items of non-testimonial, non-documentary evidence – models, samples, objects, etc. – to be utilized at trial.
13. Videotapes: Identify any videotapes to be shown to the jury and authority for doing so.
14. Requested Jury Selection Questions: Identify those agreed upon and include any objections made by either side.
15. Pattern Jury Instructions: Identify those agreed upon and those not agreed upon. Designate the source of the instruction.
16. Non-Pattern Jury Instructions: Supply complete text of each instruction, with authorities, on a separate page.
17. Verdict Sheet (if requested): Text of verdict sheet, including any special interrogatories, to be submitted to the jury.
18. Settlement: Minimum demand; Maximum offer.
19. Estimated Length of Trial: _____ days.

and it is further

ORDERED, that counsel and unrepresented parties shall file the Joint Pretrial Statement no later than 5 days (**DEADLINE: 05/04/2023**) before the Mandatory Settlement Conference and Pretrial Hearing.

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

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Questions? Please see the Court's Guide to DCM Orders and <https://montgomerycountymd.gov/cct/departments/dcm.html>



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: LAUREN KELLEHER
NO KNOWN ADDRESS

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

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MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: ANDREW D FREEMAN
BROWN GOLDSTEIN & LEVY LLP
120 E BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202-6701

Case Number: C-15-CV-22-002594
Other Reference Number(s):

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MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA GA 30328

Case Number: C-15-CV-22-002594
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**ORDER FOR MANDATORY SETTLEMENT/PRETRIAL HEARING – TRACK 4
COMPLAINT FILED ON 07/13/2022**

In accordance with Maryland Rules of Procedure, Rule 2-504, and in order to administer the trial of cases in a manner consistent with the ends of justice, in the shortest possible time and at the least possible cost to the Court and to litigants, it is this day, by the Circuit Court for Montgomery County, Maryland,

ORDERED, that parties, representatives with authority to settle a case, and trial counsel shall appear in court for a Settlement Conference and a subsequent Pretrial Hearing on 5/12/2023. No further notice will be given of this date. Unrepresented parties and/or trial counsel shall meet at least two weeks prior to the hearing date to prepare a written joint pre-trial statement and endeavor to settle the case. If the parties cannot agree to the meeting place or date, it shall be two weeks before the hearing date at 9:00 a.m. in the lobby of the Court House. The joint pre-trial statement shall be signed by all parties and their attorneys and shall be filed with the court at least five days before the Settlement/Pretrial Hearing and shall contain the following:

1. Nature of the Case: A brief, non-argumentative statement suitable for reading to a jury.
2. Claims and/or Defenses: Each party to set forth a concise statement of all claims and defenses which that party is submitting for trial.
3. Undisputed Issues and Facts: List all issues not in dispute and set forth stipulated facts.
4. Disputed Issues: List each disputed issue and the principal contentions of all parties respecting each.
5. Relief Sought: Specify nature and amount of each item of damage claimed or description of equitable relief sought by each party.
6. Citations: List any cases or statutes which need to be called to the Court’s attention.
7. Pending Motions: List title, movant, and filing date of pending motions.
8. Witnesses: Name, address, and telephone number of each person who may be called to testify. As to experts, list matters about which each expert will testify. No party may call at trial any witness omitted from that party’s pre-trial statement, except for impeachment or rebuttal purposes.
9. Exhibits: Attach a listing of the exhibits to be offered in evidence by each party at the trial, other than those expected to be used solely for impeachment, indicating which exhibits the parties agree may be offered in evidence without the usual authentication. Complete list of exhibits identifying by exhibit number each document that may be offered at trial. (Stickers to be attached to each exhibit are available in Clerk’s office.) Any objections to another party’s exhibits should be stated.
10. Deposition Testimony: Designation by page and line of deposition testimony to be offered as substantive evidence, not impeachment.

11. Pleadings and Discovery Responses: Designation by page and paragraph of any pleading or discovery response to be offered as substantive evidence, not impeachment.
12. Demonstrative or Physical Evidence: Describe any items of non-testimonial, non-documentary evidence – models, samples, objects, etc. – to be utilized at trial.
13. Videotapes: Identify any videotapes to be shown to the jury and authority for doing so.
14. Requested Jury Selection Questions: Identify those agreed upon and include any objections made by either side.
15. Pattern Jury Instructions: Identify those agreed upon and those not agreed upon. Designate the source of the instruction.
16. Non-Pattern Jury Instructions: Supply complete text of each instruction, with authorities, on a separate page.
17. Verdict Sheet (if requested): Text of verdict sheet, including any special interrogatories, to be submitted to the jury.
18. Settlement: Minimum demand; Maximum offer.
19. Estimated Length of Trial: _____ days.

and it is further

ORDERED, that counsel and unrepresented parties shall file the Joint Pretrial Statement no later than 5 days (**DEADLINE: 05/04/2023**) before the Mandatory Settlement Conference and Pretrial Hearing.

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

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If track information does not correspond to assigned track,
counsel for the defendant shall notify the DCM Coordinator at (240) 777-9358.

Questions? Please see the Court's Guide to DCM Orders and <https://montgomerycountymd.gov/cct/departments/dcm.html>



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

Entered: Clerk, Circuit Court for
Montgomery County, MD
July 18, 2022

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS MN 55416

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 7/18/2022

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COMPLAINT FILED ON 07/13/2022**

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Montgomery County, MD
July 18, 2022

7/18/2022

Date



Administrative Judge

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Questions? Please see the Court's Guide to DCM Orders and <https://montgomerycountymd.gov/cct/departments/dcm.html>

DIVANE PITTMAN,
*On her own behalf and on
behalf of all others similarly
situated*

Plaintiff,

v.

BUFFALO WILD WINGS,
INTERNATIONAL, INC., *et al.*,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY
* C-15-cv-22-002594

* * * * *


LINE

Dear Sir/Madam Clerk:

Attached please find Shana Fischer’s Affidavit of Service for the Summons, Complaint,
Case Information Report, Appearance of Counsel, and Scheduling Order directed to:

Buffalo Wild Wings International, Inc.

SERVED ON: CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 820
Baltimore, MD 21202



Andrew D. Freeman
(CPF No. 8612010166)
Brown, Goldstein & Levy, LLP
120 E. Baltimore Street, Suite 2500
Baltimore, Maryland 21202
(410) 962-1030
(410) 385-0869 (fax)

Attorney for Plaintiff

DIVANE PITTMAN,
*On her own behalf and on
behalf of all others similarly
situated*

Plaintiff,

v.

BUFFALO WILD WINGS,
INTERNATIONAL, INC., *et al.*,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY
* C-15-cv-22-002594

* * * * *

AFFIDAVIT OF SERVICE

The undersigned hereby certifies as follows:

1. I am a competent person over eighteen (18) years of age and not a party to the above-captioned matter.

2. On July 28, 2022, I, Shana Fischer, served upon Buffalo Wild Wings International, Inc., by hand-delivering: a Writ of Summons issued July 18, 2022; Class Action Complaint; Civil Case Information Report; Appearance of Counsel; and Scheduling Order issued July 18, 2022, to its registered agent, CSC-Lawyers Incorporating Service Company, 7 St. Paul Place, Suite 820, Baltimore, MD 21202. A copy of the Writ of Summons is attached hereto.

I declare and affirm under penalty of perjury that the facts set forth herein are true to the best of my knowledge, information, and belief.

Date: 08/03/2022



Shana Fischer



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS, MN 55416
**SERVE ON: CSC- LAWYERS INCORPORATING
SERVICE COMPANY
7 ST. PAUL ST
BALTIMORE, MD 21202**

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Issue Date: 7/18/2022

WRIT OF SUMMONS (NEW CASE)

You are hereby summoned to file a written response by pleading or motion, within 30 days after service of this summons upon you, in this Court, to the attached complaint filed by:

Pittman, Divane; Pittman, Divane
c/o Brown, Goldstein & Levy LLP
120 East Baltimore Street, Suite 2500
Baltimore, MD 21202

Witness, the Honorable Chief Judge of the Sixth Judicial Circuit of Maryland.

TO THE PERSON SUMMONED:

1. Failure to file a response within the time allowed may result in a judgment by default or the granting of the relief sought against you.
2. If you have been served with a Scheduling Order, your appearance is required pursuant to the Scheduling Order, regardless of the date your response is due.
3. If you have questions, you should see an attorney immediately. If you need help finding an attorney, you may contact the Bar Association of Montgomery County's Lawyer Referral Service online at www.barmont.org or by calling (301) 279-9100.

Karen A. Bushell
Clerk of the Circuit Court

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reason(s).
3. Return of served or unserved process shall be made promptly and in accordance with Maryland Rule 2-126.
4. If this notice is served by private process, process server shall file a separate affidavit as required by Maryland Rule 2-126(a).

RETURN

Served _____ on _____ at _____
Whom Date City/State/Country

Summons and Show Cause Order and Complaint/Petition/Motion Served

Unserved _____
Date Reason

Signature Sheriff



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS MN 55416

Case Number: C-15-CV-22-002594

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Date: 8/11/2022

NOTICE OF HEARING DATE

This is to notify you that the above entitled case has been set for the events indicated.

Event Date	Time	Description	Length
10/13/2022	9:00 AM	Conference - Scheduling	0h30m

- Remote Hearing

This proceeding is subject to a 30-minute time limit under Maryland Rule 16-201. If this is the first time this matter has been scheduled, it may be rescheduled by a letter of agreement within 15 days of the date of this notice. A Motion for Postponement is required for all other requests.

Please consult the monitors on the lobby level for your courtroom assignment.

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Please direct all inquiries to the Assignment Office.

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cc: Divane Pittman
Divane Pittman
Inspire Brands, Inc.
Lauren Kelleher
Neel Kishin Lalchandani
Andrew D Freeman



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: ANDREW D FREEMAN
BROWN GOLDSTEIN & LEVY LLP
120 E BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202-6701

Case Number: C-15-CV-22-002594

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Divane Pittman
Inspire Brands, Inc.
Buffalo Wild Wings International, Inc.
Lauren Kelleher
Neel Kishin Lalchandani



50 Maryland Avenue
Rockville, Maryland 20850

To: DIVANE PITTMAN
120 E BALTIMORE STREET SUITE 2500
BALTIMORE MD 21202

Case Number: C-15-CV-22-002594

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

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Inspire Brands, Inc.
Buffalo Wild Wings International, Inc.
Lauren Kelleher
Neel Kishin Lalchandani
Andrew D Freeman



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA GA 30328

Case Number: C-15-CV-22-002594

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

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Divane Pittman
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Lauren Kelleher
Neel Kishin Lalchandani
Andrew D Freeman



50 Maryland Avenue
Rockville, Maryland 20850

To: LAUREN KELLEHER
BROWN GOLDSTEIN & LEVY
120 E BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202

Case Number: C-15-CV-22-002594

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Neel Kishin Lalchandani
Andrew D Freeman



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50 Maryland Avenue
Rockville, Maryland 20850

To: NEEL KISHIN LALCHANDANI
120 EAST BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202

Case Number: C-15-CV-22-002594

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Neel Kishin Lalchandani
Andrew D Freeman

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Rockville, Maryland 20850**To:** NEEL KISHIN LALCHANDANI
120 EAST BALTIMORE STREET
SUITE 2500
BALTIMORE MD 21202**Case Number:****C-15-CV-22-002594****DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.**

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Divane Pittman
Inspire Brands, Inc.
Buffalo Wild Wings International, Inc.
Lauren Kelleher
Neel Kishin Lalchandani



CIRCUIT COURT FOR MONTGOMERY COUNTY,

MARYLAND

50 Maryland Avenue
Rockville, Maryland 20850

To: BUFFALO WILD WINGS INTERNATIONAL, INC.
5500 WAYZATA BLVD SUITE 1600
MINNEAPOLIS MN 55416

Case Number:

C-15-CV-22-002594

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

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RECEIVED

AUG 17 2022

Clerk of the Circuit Court
Montgomery County, Md.

cc: Divane Pittman
Divane Pittman
Inspire Brands, Inc.
Lauren Kelleher
Neel Kishin Lalchandani
Andrew D Freeman

207 NFE 1 62210008/13/22
RETURN TO SENDER
: BUFFALO WILD WINGS
MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER
BC: 20850230350 *2117-07560-12-40

DIVANE PITTMAN,
*On her own behalf and on
behalf of all others similarly
situated*

Plaintiff,

v.

BUFFALO WILD WINGS,
INTERNATIONAL, INC., *et al.*,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY
* C-15-cv-22-002594

* * * * *

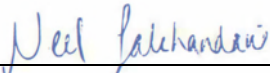
LINE

Dear Sir/Madam Clerk:

Attached please find Shana Fischer’s Affidavit of Service for the Summons, Complaint,
Case Information Report, Appearance of Counsel, and Scheduling Order directed to:

Inspire Brands, Inc.

SERVED ON: % Corporation Service Company
2 Sun Court, Suite 400
Peachtree Corners, GA 30092



Neel K. Lalchandani
(CPF No. 1712130303)
Brown, Goldstein & Levy, LLP
120 E. Baltimore Street, Suite 2500
Baltimore, Maryland 21202
(410) 962-1030
(410) 385-0869 (fax)

Attorney for Plaintiff

Date: August 19, 2022

DIVANE PITTMAN,
*On her own behalf and on
behalf of all others similarly
situated*

Plaintiff,

v.

BUFFALO WILD WINGS,
INTERNATIONAL, INC., *et al.*,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY
* C-15-cv-22-002594

* * * * *

AFFIDAVIT OF SERVICE

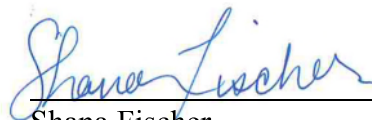
The undersigned hereby certifies as follows:

1. I am a competent person over eighteen (18) years of age and not a party to the above-captioned matter.

2. On August 3, 2022, I, Shana Fischer, served by Certified Mail, Return Receipt Requested, upon Inspire Brands, Inc., % Corporation Service Company, Registered Agent for Defendant: a Writ of Summons issued July 18, 2022; Class Action Complaint; Civil Case Information Report; Appearance of Counsel; and Scheduling Order issued July 18, 2022, in the above-referenced matter. A copy of the Writ of Summons and Return Receipt dated August 8, 2022, are attached hereto.

I declare and affirm under penalty of perjury that the facts set forth herein are true to the best of my knowledge, information, and belief.

Date: 08/19/2022



Shana Fischer

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

INSPIRE BRANDS, INC.
 % CORPORATION SERVICE COMPANY
 2 SUN COURT, SUITE 400
 PEACHTREE CORNERS, GA 30092



9590 9402 7496 2098 0364 42

2. Article Number (Transfer from service label)

7011 0470 0000 2531 6278

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

- Agent
- Addressee

B. Received by (Printed Name)

[Handwritten Name]

C. Date of Delivery

[Handwritten Date]

- D. Is delivery address different from item 1? Yes
- If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery



MARYLAND
50 Maryland Avenue
Rockville, Maryland 20850

To: INSPIRE BRANDS, INC.
3 GLENLAKE PARKWAY NE
ATLANTA, GA 30328

Case Number: C-15-CV-22-002594
Other Reference Number(s):

DIVANE PITTMAN, ET AL. VS. BUFFALO WILD WINGS INTERNATIONAL, INC., ET AL.

Issue Date: 7/18/2022

WRIT OF SUMMONS (NEW CASE)

You are hereby summoned to file a written response by pleading or motion, within 60 days after service of this summons upon you, in this Court, to the attached complaint filed by:

Pittman, Divane; Pittman, Divane
c/o Brown, Goldstein & Levy LLP
120 East Baltimore Street, Suite 2500
Baltimore, MD 21202

Witness, the Honorable Chief Judge of the Sixth Judicial Circuit of Maryland.

TO THE PERSON SUMMONED:

1. Failure to file a response within the time allowed may result in a judgment by default or the granting of the relief sought against you.
2. If you have been served with a Scheduling Order, your appearance is required pursuant to the Scheduling Order, regardless of the date your response is due.
3. If you have questions, you should see an attorney immediately. If you need help finding an attorney, you may contact the Bar Association of Montgomery County's Lawyer Referral Service online at www.barmont.org or by calling (301) 279-9100.

Karen A. Bushell
Clerk of the Circuit Court

NOTE:

1. This summons is effective for service only if served within 60 days after the date it is issued.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reason(s).
3. Return of served or unserved process shall be made promptly and in accordance with Maryland Rule 2-126.
4. If this notice is served by private process, process server shall file a separate affidavit as required by Maryland Rule 2-126(a).

RETURN

Served _____ on _____ at _____
Whom Date City/State/Country

Summons and Show Cause Order and Complaint/Petition/Motion Served

Unserved _____
Date Reason

Signature Sheriff

DIVANE PITTMAN,
*On her own behalf and on
behalf of all others similarly
situated*

Plaintiff,

v.

BUFFALO WILD WINGS,
INTERNATIONAL, INC., *et al.*,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY
* C-15-cv-22-002594

* * * * *

CERTIFICATE AS TO SPECIAL ADMISSION

I, Jeffrey D. Kaliel, certify on this 22nd of August, 2022, that during the preceding twelve months, I have been specially admitted in the State of Maryland zero (0) times.

Dated: August 22, 2022



Jeffrey D. Kaliel
KalielGold PLLC
1100 15th Street NW, 4th Floor
Washington, D.C. 20005
Telephone: (202) 350-4783
jkaliel@kalielpllc.com

Attorney for Plaintiff and the Proposed Class

DIVANE PITTMAN,
*On her own behalf and on
behalf of all others similarly
situated*

Plaintiff,

v.

BUFFALO WILD WINGS,
INTERNATIONAL, INC., *et al.*,

Defendants.

* IN THE
* CIRCUIT COURT
* FOR
* MONTGOMERY COUNTY
* C-15-cv-22-002594

* * * * *


MOTION FOR SPECIAL ADMISSION OF OUT-OF-STATE ATTORNEY

I, Neel K. Lalchandani, attorney of record in this case, move that the court admit, Jeffrey D. Kaliel of KalielGold PLLC, 1100 15th Street NW, 4th Floor, Washington, D.C. 20005, an out-of-state attorney who is a member in good standing of the Bar of the District of Columbia, for the limited purpose of appearing and participating in this case as co-counsel with me.

The \$100.00 fee required by Md. Cts. & Jud. Proc. §7-202(f) is attached to this motion.

I request that local counsel's presence be waived under Rule 19-217(d).

Dated: August 22, 2022

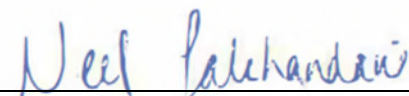


Brown, Goldstein & Levy, LLP
120 E. Baltimore Street, Suite 2500
Baltimore, MD 21202
Tel: (410) 962-1030
Fax: (410) 385-0869

Attorney for Plaintiff and the Proposed Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 22, 2022, a copy of the foregoing Motion for Special Admission of Out-of-State Attorney, was served electronically on counsel of record.



Neel K. Lalchandani

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

DIVANE PITTMAN

*On her own behalf and on behalf of all
other similarly situated,*

Plaintiff,

v.

BUFFALO WILD WINGS
INTERNATIONAL, INC.

and

INSPIRE BRANDS, INC.,

Defendants.

Case No. C-15-CV-22-002594

ENTRY OF APPEARANCE

Please enter the appearance of Ellen E. Dew, Esquire as counsel for Defendants Buffalo Wild Wings International, Inc. and Inspire Brands, Inc., in the above-captioned case.

/s/ Ellen E. Dew

Ellen E. Dew (CPF/AIS 0812180158)

ellen.dew@us.dlapiper.com

DLA PIPER LLP (US)

The Marbury Building

6225 Smith Avenue

Baltimore, MD 21209-3600

Tel. (410) 580-3000

*Counsel for Defendants Buffalo Wild Wings International,
Inc. and Inspire Brands, Inc.*

CERTIFICATE OF SERVICE

I hereby certify on this 24th day of August, 2022, that the foregoing Entry of Appearance was served electronically by MDEC on:

Andrew D. Freeman (CPF/AIS 8612010166)
Neel Kishin Lalchandani (CPF/AIS 1712130303)
Lauren Kelleher (CPF/AIS 2008030009)
Brown, Goldstein & Levy
120 E. Baltimore Street, Suite 2500
Baltimore, MD 21202

/s/ Ellen E. Dew
Ellen E. Dew (CPF/AIS 0812180158)
ellen.dew@us.dlapiper.com
DLA PIPER LLP (US)
The Marbury Building
6225 Smith Avenue
Baltimore, MD 21209-3600
Tel. (410) 580-3000

DIVANE PITTMAN
c/o Brown, Goldstein & Levy LLP
120 E. Baltimore Street, Suite 2500
Baltimore, Maryland 21202

*On her own behalf and on behalf of all
other similarly situated,*

Plaintiff,

v.

BUFFALO WILD WINGS
INTERNATIONAL, INC.

Serve: Resident Agent
CSC-Lawyers
Incorporating Service Company
7 St. Paul Street
Baltimore, Maryland 21202,

and

INSPIRE BRANDS, INC.
3 Glenlake Parkway, NE
Atlanta, Georgia 30328,

Defendants.

IN THE

CIRCUIT COURT

FOR MONTGOMERY COUNTY

Case No. C-15-CV-22-002594

NOTICE OF REMOVAL

NOTICE OF REMOVAL

PLEASE TAKE NOTICE THAT, on August 26, 2022, Defendants Buffalo Wild Wings International, Inc. (“BWW”) and Inspire Brands, Inc. (“Inspire”) filed a Notice of Removal, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, removing the above-captioned case to the United States District Court for the District of Maryland. A true and correct copy

of the Notice of Removal is attached hereto as **Exhibit A**. Accordingly, and pursuant to 28 U.S.C. § 1446(d), this Court may proceed no further unless and until the case is remanded.

Dated: August 26, 2022

Respectfully submitted,

DLA PIPER LLP (US)

By: /s/ Ellen E. Dew

Ellen E. Dew (Maryland Bar No. 0812180158)
ellen.dew@us.dlapiper.com
DLA PIPER LLP (US)
The Marbury Building
6225 Smith Avenue
Baltimore, MD 21209-3600
Tel. (410) 580-3000

Angela C. Agrusa (*pro hac vice* forthcoming)
angela.agrusa@us.dlapiper.com
Shannon E. Dudic (*pro hac vice* forthcoming)
shannon.ducic@us.dlapiper.com
DLA PIPER LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, CA 90067-4704
Tel. (310) 595-3000

*Counsel for Defendants Buffalo Wild Wings International,
Inc. and Inspire Brands, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of August, 2022, the foregoing pleading was served by MDEC on:

Andrew D. Freeman (CPF/AIS 8612010166)
Neel Kishin Lalchandani (CPF/AIS 1712130303)
Lauren Kelleher (CPF/AIS 2008030009)
Brown, Goldstein & Levy
120 E. Baltimore Street, Suite 2500
Baltimore, MD 21202

/s/ Ellen E. Dew
Ellen E. Dew (CPF/AIS 0812180158)
ellen.dew@us.dlapiper.com
DLA PIPER LLP (US)
The Marbury Building
6225 Smith Avenue
Baltimore, MD 21209-3600
Tel. (410) 580-3000

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Buffalo Wild Wings Hit with Class Action Over 'Hidden' Carryout Fee](#)
