

**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND  
COLLECTIVE ACTION LAWSUIT AND FAIRNESS HEARING**

*A court authorized this notice. This is not a solicitation from a lawyer.*

**PLEASE READ THIS NOTICE CAREFULLY. IF YOU WORKED AS A CUSTOMER SERVICE EMPLOYEE OR SIMILAR POSITION FOR LANDS' END, INC. AT ANY TIME OR IN CERTAIN LOCATIONS DURING THE TIME PERIODS SET FORTH BELOW, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS AND COLLECTIVE ACTION LAWSUIT SETTLEMENT.**

- This Notice pertains to all Customer Service employees and similar positions ("Customer Service Employees") who worked for Lands' End, Inc. (hereafter, "Lands' End") between October 6, 2020, through July 31, 2024.
- Former Home Agent Christopher Quella is suing Lands' End claiming that he and other call center agents were not paid for time spent performing start-up/log-in and log-out/boot-down activities before and after their shifts and are owed unpaid overtime wages, minimum wages, and other damages from Lands' End.
- Lands' End denies these allegations and believes that call center agents were and are properly paid for all time worked and received all monies to which they are entitled.
- The Plaintiff and Lands' End agreed to this settlement to avoid the burden, expense, inconvenience, and uncertainty of litigation. The Court preliminarily approved this settlement, but the Court has not made any ruling on the merits of the Plaintiff's claims, and no party has prevailed in this action.
- **You are entitled to money from this settlement.** You have received this Notice because Lands' End's records indicate that you either worked as a Customer Service employee or similar position, as set forth in the Complaint, during the period between October 6, 2020, through July 31, 2024. If you submit a properly completed Claim Form & Release ("Claim Form") enclosed with this Notice by February 28, 2025, you will receive approximately **\$165.44** if you worked for Lands' End in Wisconsin, or **\$44.49** if you worked for Lands' End in the United States outside of Wisconsin. If you worked for Lands' End in Wisconsin and do not return a properly completed Claim Form, you will still receive approximately **\$120.94** unless you opt out or object by February 28, 2025.

**PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS IMPORTANT  
INFORMATION ABOUT YOUR LEGAL RIGHTS.**

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

**If you worked for Lands’ End in Wisconsin between October 6, 2021, through July 31, 2024:**

<b>SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT</b>	<p>If you wish to participate in the settlement and receive the full settlement payment for which you are eligible, complete and mail back the enclosed “Claim Form” to the Settlement Administrator, as discussed in Section 4 below. An electronic Claim Form may also be submitted through the case website: <a href="http://www.LESettlement.com">www.LESettlement.com</a>. If mailed, the Claim Form must be postmarked or received by <b>February 28, 2025</b>.</p> <p>If you choose to participate in the settlement, you will release the claims discussed in Section 8 below.</p>
<b>DO NOTHING</b>	<p>If you do nothing and the Court grants final approval of the settlement, you will receive a settlement payment in connection with your potential rights under state/local law only, mailed to the same address as this Notice. You will retain your right to file your own legal action against Lands’ End under federal law, should you choose, assuming that the time period to sue has not expired. However, you will not retain your right to sue Lands’ End for any of the Released State Law Claims discussed in Section 8 below.</p>
<b>OPT OUT</b>	<p>If you do not want to participate in the settlement and want to retain your right to sue Lands’ End for unpaid wages under state and/or local law, you must submit a written Opt-Out Statement to the Settlement Administrator, as discussed in Section 5 below. If you submit an Opt-Out Statement, you will not be eligible to receive a settlement payment.</p>
<b>OBJECT</b>	<p>You may write to the Court about why you object to the settlement. If you submit an Opt-Out Statement, however, you cannot object to the settlement. More information about objecting is set forth in Section 6 below.</p>

**If you DID NOT work for Lands’ End in Wisconsin,  
OR worked for Lands’ End in Wisconsin only prior to October 6, 2021:**

<b>SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT</b>	<p>If you wish to participate in the settlement and be eligible to receive a settlement payment, complete and mail back the enclosed “Claim Form” to the Settlement Administrator, as discussed in Section 4 below. An electronic Claim Form may also be submitted through the case website: <a href="http://www.LESettlement.com">www.LESettlement.com</a>. If mailed, the Claim Form must be postmarked or received by <b>February 28, 2025</b>.</p> <p>If you choose to participate in the settlement, you will release the claims discussed in Section 8 below.</p>
<b>DO NOTHING</b>	<p>If you do nothing and the Court grants final approval of the settlement, you will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against Lands’ End, should you choose, assuming that the time period to sue has not expired.</p>

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will only be made if and when the Court approves the settlement and after any appeals are resolved. Please be patient.

## 1. What is the purpose of this Notice?

This Notice explains the terms of the settlement, your rights, and what claims are being released by Customer Service Employees who are Class Members. If the settlement is given final approval by the Court, Defendant will create a settlement fund of up to \$360,000.00. You are receiving this notice because you can be a Class Member.

## 2. What does the Settlement provide?

Lands' End has agreed to pay up to a maximum of \$360,000.00 to be allocated among current and former Customer Service Employees who qualify for a settlement payment based upon the weeks worked in the Customer Service Employee role. The settlement fund will cover settlement payments to each person who submits a valid Claim Form and/or who worked in Wisconsin between October 6, 2021, through July 31, 2024, a Service Payment of \$15,000.00 to the Named Plaintiff for his service in obtaining this settlement, the employee's share of payroll taxes, attorneys fees' and costs of up to one-third of the settlement fund, the costs of the Settlement Administrator to facilitate this settlement up to \$12,500.00, and a reserve fund to pay disputed and untimely claims. Unclaimed funds associated with the Released Federal Law Claims, described below in Section 8, will remain with Lands' End. Unclaimed funds associated with the Released State Law Claims, described below in Section 8, will be redistributed to a charitable purpose.

## 3. How much money will I get if I submit a claim form?

If you submit a Claim Form, you will receive approximately **\$165.44** if you worked for Lands' End in Wisconsin, or **\$44.49** if you worked for Lands' End in the United States outside of Wisconsin. Your settlement payment will be calculated based *pro rata* shares of available settlement funds. One-half of the payment will be considered wages and taxes will be withheld from that portion. The other half will be considered non-wage compensation and taxes will not be withheld. Please consult your tax advisor or accountant regarding the taxability of this settlement payment. You are solely responsible for the payment of any taxes on payments reported as non-wage income, as well as reimbursing Lands' End if it is required to pay any taxes, interest, or penalties on such payments. Class Counsel and Lands' End's counsel make no representations regarding the taxability of your settlement payment.

If the settlement is approved, the Settlement Administrator will deduct from the settlement fund the amounts needed to cover approved attorney's fees, costs, up to \$12,500.00 in settlement administration expenses, Service Payments, payroll taxes and the reserve fund and pay claims from the remaining "Net Settlement Amount."

Payment will only be made if the Court finally approves the settlement, so we do not know when checks will be sent to you.

**Checks that are not cashed within 90 days of issuance will be null and void.**

## 4. How do I submit a claim form?

To participate in the settlement and receive a settlement payment, you must return a properly completed Claim Form in the enclosed pre-stamped return envelope, by mailing or emailing it to the Settlement Administrator, or by submitting an electronic Claim Form through the case website: **[www.LESettlement.com](http://www.LESettlement.com)**.

The Claim Form must be postmarked or received no later than February 28, 2025. A Claim Form is included with this Notice. The Settlement Administrator's contact information is:

**Lands' End Settlement**  
P.O Box 2006  
Chanhassen, MN 55317-2006  
(833) 608-5040  
**[LESettlement@noticeadministrator.com](mailto:LESettlement@noticeadministrator.com)**

## 5. How can I opt out of the Settlement?

If you worked in Wisconsin and do not want to participate in the settlement, you must submit a written, signed Opt-Out Statement which specifically states, **"I elect to exclude myself from the settlement in *Quella v. Lands' End, Inc.*"** The

Statement must be mailed to the Settlement Administrator listed in Section 4 and be postmarked no later than **February 28, 2025**. You must include your name, address and telephone number in the Statement and must sign it.

If you do not affirmatively opt out, you will continue to be a Class Member, and that means that if the settlement is approved, you will release the Released State Law claims described below in Section 8, and you will be prohibited from bringing or participating in any other cases concerning those claims against Defendant or the Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

## **6. What if I have an objection to the Settlement?**

If you worked in Wisconsin and have not opted out of the settlement, you can object to any portion of the settlement with which you disapprove. The Court will consider your views. You are not required to submit an objection. To object to the settlement, you must send a signed letter to the Settlement Administrator by **February 28, 2025**, saying that you object to the settlement. Written objections must contain your name and address, must be signed by you, and must include reference to the matter of *Quella v. Lands' End, Inc.* If you opt out of the settlement, you cannot object to the settlement.

An objector also has the right to appear in person at the Fairness Hearing (explained in Section 10 below), but is not required to do so in order to have their objections considered by the Court. If you wish to appear at the Fairness Hearing, you must state your intention to do so in your letter to the Settlement Administrator.

## **7. What's the difference between opting out and objecting?**

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement. You can object only if you remain a class member. Opting out is telling the Court that you do not want to be a Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an exclusion request, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself.

## **8. What claims am I releasing by participating in the Settlement?**

Upon the entry of the Final Order and Judgment, if you worked for Lands' End in Wisconsin between October 6, 2021, through July 31, 2024, and have not opted out of this settlement, you, on your own behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, fully release and discharge Lands' End, Inc., and its present and former affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, and insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (the "Released Parties"), of and from any and all state and local wage and hour claims arising from your employment as a Customer Service employee or similar position, as set forth in the Complaint, including statutory claims, whether known or unknown, in law or in equity, including, but not limited to, any and all wage and hour claims under Wisconsin Law and any other state and local law, that accrued or accrue prior to the date of the Preliminary Approval Order, including claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay final wages, failure to reimburse for business expenses, and/or failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, liquidated damages, punitive damages and/or penalties, and claims under the Employee Retirement Income Security Act ("ERISA") that are related or derivative of the claims released in this provision ("Released State Law Claims").

In addition, if you already opted in and/or sign and return a Claim Form that is accepted pursuant to this settlement and are sent a settlement check, you, on your own behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge Defendants and the Released Parties from any and all federal, state and local wage and hour claims arising from your employment as Customer Service employee or similar position, as set forth in the Complaint, including statutory claims, whether known or unknown, in law or in equity, including Fair Labor Standards Act claims, including, but not limited to, claims under 29 U.S.C. § 206, 207, 211(c) and 215(a), including liquidated damages, through the date of the Preliminary Approval Order, and claims under any

legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay final wages, failure to reimburse for business expenses, failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, liquidated damages, punitive damages and/or penalties, and claims under the Employee Retirement Income Security Act (“ERISA”) that are related or derivative of the claims released in this provision (“Released Federal Law Claims”).

This settlement is intended to include in its effect all claims identified in this section, including claims that you do not know or suspect to exist in your favor against Defendant or the Released Parties at the time of the release. For the purpose of implementing a full and complete release, if you worked in Wisconsin and do not opt out of the settlement, you will expressly waive all rights and benefits you may have under this section for the Released State Law Claims, as well as under any other statutes or common law principle of similar effect which provides any remedy of any kind, and acknowledge that the release set forth is intended to include the discharge of all claims which you do not know or suspect to exist. Similarly, if you if you sign and return a Claim Form that is accepted pursuant to this settlement and are sent a settlement check, you will expressly waive all rights and benefits you may have under this section, as well as under any other statutes or common law principle of similar effect which provides any remedy of any kind relating to the Released Federal Law Claims, and acknowledge that the release set forth is intended to include the discharge of all claims which you do not know or suspect to exist. You agree and acknowledge that this is a knowing and voluntary waiver.

### **9. When will I get my payment?**

The Court will hold a hearing on April 9, 2025, at 9:30 a.m. to determine whether to approve the settlement. If the Court approves the settlement, there may be appeals after that, although it is unlikely. Resolving appeals can take time, perhaps more than a year. Settlement Checks will be issued once the Court approves the Settlement and any appeals have expired. Please be patient.

### **10. When is the Fairness Hearing?**

A hearing before the Court will be held on **April 9, 2025, at 9:30 a.m.** (the “Fairness Hearing”). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and if it should be approved by the Court. The Court will take into account any objections filed in accordance with the procedures described above.

### **11. Do I have to come to the Hearing?**

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

### **12. Do I have a lawyer in this case and how will they be paid?**

The Court has decided that the lawyers at Walcheske & Luzi, LLC, are qualified to represent you and your fellow Customer Service Employees. These lawyers are “Class Counsel.” You will not be charged for these lawyers because their fees and costs will be paid from the total settlement fund as approved by the Court. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for their out-of-pocket costs. You do not need to retain your own attorney to participate in this settlement.

Class Counsel will also ask the Court to approve a payment of \$15,000.00 to Named Plaintiff in recognition of the risks he took and his service to Class Members.

### **13. What if I have questions or want to examine Court records?**

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you can contact the Settlement Administrator or Class Counsel at:

James A. Walcheske  
Scott S. Luzi  
David M. Potteiger  
235 N. Executive Drive, Suite 240  
Brookfield, WI  
Telephone: (262) 780-1953  
E-mail: [jwalcheske@walcheskeluzi.com](mailto:jwalcheske@walcheskeluzi.com)  
E-mail: [sluzi@walcheskeluzi.com](mailto:sluzi@walcheskeluzi.com)  
E-mail: [dpotteiger@walcheskeluzi.com](mailto:dpotteiger@walcheskeluzi.com)

You may also examine the court records in-person at the Clerk's Office located at 517 E. Wisconsin Ave., Room 362, Milwaukee, WI 53202.

**Please do not contact the Court.**