

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

CHRISTOPHER LEVANOFF; ALISON DIAZ;
ANDREW GAXIOLA; JENNA STEED; ROES
1 through 25, inclusive, as individuals and on
behalf of all similarly situated employees,

Plaintiffs,

vs.

SOCAL WINGS LLC; (DOE 1) SC WINGS
BUENA PARK, LLC; (DOE 2) SC WINGS
ALISO VIEJO, LLC; (DOE 3) SC MISSION
VIEJO, LLC; SC WINGS BLOCK, LLC (DOE
4); DRAGAS HOMES, INC., and DOES 6
through 50, inclusive

Defendants.

) Case No. 30-2011-00511808-CU-OE-CXC

) Assigned for All Purposes To:
) The Honorable Gail A. Andler
) Dept: CX105

) **NOTICE OF PENDENCY OF CLASS
) ACTION**

) Action Filed: September 28, 2011

**TO: ALL NON-EXEMPT EMPLOYEES OF SC WINGS BUENA PARK, LLC IN
CALIFORNIA BETWEEN SEPTEMBER 21, 2009 AND THE PRESENT.**

**ALL NON-EXEMPT EMPLOYEES OF SC WINGS MISSION VIEJO, LLC IN
CALIFORNIA BETWEEN OCTOBER 25, 2010 AND THE PRESENT.**

**ALL NON-EXEMPT EMPLOYEES OF SC WINGS ALISO VIEJO, LLC IN
CALIFORNIA BETWEEN MARCH 1, 2011 AND THE PRESENT.**

**ALL NON-EXEMPT EMPLOYEES OF SC WINGS BLOCK, LLC IN CALIFORNIA
BETWEEN MARCH 14, 2012 AND THE PRESENT.**

A state court authorized this notice. You are not being sued. This is not an advertisement.

**THIS NOTICE MAY AFFECT YOUR RIGHTS
PLEASE READ IT CAREFULLY**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS

What is this?	<p>The Plaintiffs claim that So Cal Wings, LLC; SC Wings Buena Park, LLC; SC Wings Aliso Viejo, LLC; SC Wings Mission Viejo, LLC and/or; SC Wings Block, LLC; and Dragas Homes, Inc. (collectively, “Defendants”) were employers of non-exempt employees at the locations and during the dates identified above. The Court has decided that this lawsuit can proceed as a class action on behalf of those non-exempt employees. You have received this notice because records reflect that you currently work, or previously worked as a non-exempt employee during those periods of time. The Court’s decision to certify the lawsuit as a class action may affect your rights. The purpose of this notice is to inform you of the lawsuit so that you can make an informed decision as to whether you should remain in or exclude yourself from this class action.</p>
If you do nothing...	<p>You will:</p> <ul style="list-style-type: none"> • Stay in the lawsuit • Await the outcome • Give up certain rights <p>By doing nothing, you may receive money or benefits that may come from a trial or settlement, but you give up any rights to sue the Defendants separately about the same legal claims alleged in this lawsuit.</p>
If you ask to be excluded...	<p>You will:</p> <ul style="list-style-type: none"> • Get out of this lawsuit • Obtain no benefits from it • Keep your rights to sue individually <p>If you ask to be excluded, and money or benefits are later awarded, you will not share in them. But you keep any rights to sue the Defendants separately about the same legal claims that are alleged in this lawsuit.</p>

Your options are explained in greater detail below. To exclude yourself from this class action lawsuit, you must act **on or before [60 days from the date of mailing]**.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

A class action lawsuit has been filed against SoCal Wings, LLC, SC Wings Buena Park, LLC; SC Wings Aliso Viejo, LLC; SC Wings Mission Viejo, LLC; SC Wings Block, LLC; and Dragas Homes, Inc. (“Defendants”) on behalf of all non-exempt employees in California during the periods of time identified above. The lawsuit is pending in the Superior Court of California, County of Orange. This Notice is given by order of the Court.

The Court has certified this matter as a class action with regard to the claims for the alleged failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to pay wages upon ending employment, failure to keep accurate payroll records, and violation of the Unfair Competition law. In certifying this case as a class action, the Court has not expressed any opinion as to the validity of the claims raised in the lawsuit. The Court’s decision to certify the lawsuit as a class action may affect your rights. You have legal rights and options that you may exercise before the trial of this lawsuit. The purpose of this notice is to inform you of the lawsuit so that you can decide whether you should remain in or exclude yourself from this class action. The mailing of this Notice should not be construed as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims. There is no money available now, nor is there a guarantee that there ever will be or that Plaintiffs will prevail in this lawsuit.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in this lawsuit allege that they and other non-exempt employees were required to work overtime hours without proper compensation and were not provided meal or rest breaks, and that this resulted in the failure to maintain accurate payroll records and the failure to pay all wages due to terminated or resigned employees, and violated the Unfair Competition law. Defendants dispute Plaintiffs’ allegations, deny that they violated any laws, and have asserted affirmative defenses to the claims alleged. Defendants contend that they properly paid non-exempt employees all overtime wages due, properly provided meal and rest breaks, properly maintained accurate payroll records, paid all wages upon the termination of employment, and complied with applicable law.

The Court has not decided whether the Plaintiffs or Defendants are correct. That determination will not be made until each side has had a chance to prove their claims and defenses before the Court.

3. WHAT IS A CLASS ACTION?

A class action is a lawsuit in which the claims and rights of many people may be decided in a single court proceeding. Plaintiffs, acting as the class representatives, assert claims on behalf of themselves and the class. A class action allows the Court to resolve the claims of all members of the class at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit over the same claims that were decided in the class action.

YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the class and be bound by the judgment or resolution of this lawsuit, or ask to be excluded and keep your rights to separately pursue claims against the Defendants.

4. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will automatically remain a part of this lawsuit if you qualify as a member of the class. If you stay in, and the class is awarded money or benefits, either as a result of the trial or a settlement, you will be notified about how to apply for and recover your share (or how to ask to be excluded from any settlement). However, you will not be allowed to separately sue Defendants about the same legal claims that are the subject of this lawsuit.

If you remain in the class, you will be legally bound by all of the determinations or judgments in this lawsuit, whether favorable or unfavorable to you.

5. WHAT HAPPENS IF I EXCLUDE MYSELF?

If you exclude yourself from the Class (also known as “opting out” of the class), you will not receive any money or benefits recovered, if any, from this lawsuit. However, if you exclude yourself from the Class, you may be able to separately sue or continue to sue Defendants. If you exclude yourself, you will not be legally bound by the Court’s judgment, if any, in this class action, which may be favorable or unfavorable to you.

6. HOW DO I ASK THE COURT TO EXCLUDE ME FROM THE CLASS?

If you do not desire to participate in this lawsuit, you may ask to be excluded. To ask to be excluded, you can: (1) send an “Exclusion Request” in the form attached as Exhibit A (“Exclusion Request”), stating that you want to be excluded from *Levanoff v. SoCal Wings, LLC, et al.*; (2) mail a letter stating that you want to be excluded from *Levanoff v. SoCal Wings, LLC, et al.*; or (3) fill out an “Exclusion Request” online at www.phoenixclassaction.com/levanoffvbuffalowildwings.

Whether you use the Exclusion Request form or draft your own letter, you must include your name, address, and signature. You must mail your Exclusion Request or letter, **postmarked no later than [60 days from the date of mailing]**, to:

Levanoff v. SoCal Wings, LLC, et al. Notice Administrator
Phoenix Settlement Administrators
P.O. Box 27907
Santa Ana, California 92799-7907

In order to be effective, your completed Exclusion Request or letter **must be postmarked on or before [60 days from the date of mailing]**.

You may also fill out the Exclusion Request online, at the web address identified above before [60 days from the date of mailing].

Failure to request to be excluded from the class in a timely fashion will result in your being included in the class and you will be bound by any judgment or findings of the Court, whether favorable or unfavorable to you and to the Class.

THE LAWYERS REPRESENTING THE CLASS

7. DO I HAVE A LAWYER IN THIS CASE?

The Court has decided that the class in this case will be represented by the following law firms, who will serve as “class counsel”:

Kevin Mahoney, Esq.
Bicvan Brown, Esq.
Mahoney Law Group, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: 562-590-5550
Facsimile: 562-590-8400
kmahoney@mahoney-law.net
bbrown@mahoney-law.net

David Rosen
Kevin Smith
Rose, Klein and Marias, LLP
801 S. Grand Ave., 11th Floor
Los Angeles, CA 90017
Telephone: 213-626-0571
Facsimile: 213-623-7755
k.smith@rkmlaw.net

8. SHOULD I GET MY OWN LAWYER?

If you decide to remain in the class, you do not need to hire your own lawyer, because the attorneys that represent the Class have been appointed to work on your behalf. If you want to remain a member of the class, but you do not wish to be represented by the attorneys listed above, you may enter an appearance through your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Court.

9. HOW WILL CLASS COUNSEL BE PAID?

If class counsel obtain money or benefits for the class, class counsel may ask the Court for an award of fees and expenses. You will not have to pay these fees and expenses. If the Court grants class counsel’s request, the fees and expenses would be either deducted from any money obtained for the class or paid separately by Defendants.

HOW WILL THE CASE BE LITIGATED?

10. HOW AND WHEN WILL THE COURT DECIDE WHO IS RIGHT?

As long as the case is not resolved by a settlement, motion, or otherwise, class counsel will have to prove Plaintiffs’ claims at trial. No trial date has been set. If this case proceeds to trial, the Plaintiffs will have to prove that the alleged practices of Defendants did occur and that those practices violated applicable law. The Court will hear all of the evidence to help it reach a decision about whether Plaintiffs or Defendants are right about the claims in this lawsuit.

There is no guarantee that the Plaintiffs will win, or that they will get any money for the class. If it is decided that the law was violated, then a determination must be made as to the appropriate amount of

damages (if any) that must be paid to each class member. There is no money available now to members of the class in this case, nor is there a guarantee that there ever will be.

11. DO I HAVE TO COME TO THE TRIAL?

You will have to appear at the trial if ordered by the Court or subpoenaed by the parties to attend as a witness. Class counsel will present the claims for the Plaintiffs and the class, and Defendants will present its defenses to those claims. You or your own lawyer are welcome to come at your own expense.

12. WILL I RECEIVE ANY MONEY AFTER THE TRIAL?

If you remain in the class, you may obtain money from a settlement or trial if, but only if the class representatives obtain money or benefits as a result of the trial or settlement. If that occurs, you will be notified about how to participate. We do not know how long this will take, if ever. If the class representatives are unable to obtain money through trial or settlement, you will receive nothing.

GETTING MORE INFORMATION

The information contained in this notice is only a summary of the litigation. You may obtain more information about the lawsuit by consulting the pleadings, records, and other papers on file with the Clerk of the Court at the Orange County Superior Court Civil Complex Center, 751 West Santa Ana Blvd, Santa Ana, CA 92701. You may also contact class counsel regarding this case or by visiting the website www.phoenixclassaction.com/levanoffvbuffalowildwings

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE OR FOR INFORMATION OR ADVICE

DATED: _____

HON. GAIL A. ANDLER
JUDGE, ORANGE COUNTY SUPERIOR COURT

EXHIBIT A

EXCLUSION REQUEST

Levanoff v. SoCal Wings, LLC, et al.
Orange County Superior Court Case No. 30-2011-00511808-CU-OE-CXC

PLEASE COMPLETE THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS.

I, _____, have read and understand the Notice of Pendency of Class Action. I wish to exclude myself from the class. I understand that by requesting exclusion from the class I will not be entitled to share in any money or benefits the class might recover in the lawsuit, but I also will not be bound by any judgment entered in the action, whether favorable or unfavorable.

Date: _____

Signature

Type or Print Name

Address: _____

If you want to **exclude** yourself from the Class, you must complete, sign and return this form, making certain that it is postmarked or received on or before [60 days from the date of mailing], to:

Levanoff v. SoCal Wings, LLC, et al. Notice Administrator
Phoenix Settlement Administrators
P.O. Box 27907
Santa Ana, California 92799-7907