

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT AND
HEARING DATE FOR COURT APPROVAL**

TAWNYA MILIARESIS v. OVATIONS FANFARE, LP, ET AL.

Orange County Superior Court Case No.: 30-2009-00268455

IF YOU WERE EMPLOYED BY OVATIONS FANFARE, LP, OVATIONS FOOD SERVICES, LP OR OVATIONS FOOD SERVICES, INC. IN CALIFORNIA AS AN HOURLY EMPLOYEE AT ANY TIME FROM MAY 13, 2005 THROUGH JANUARY 7, 2010:

YOU ARE ELIGIBLE TO PARTICIPATE IN A CLASS ACTION SETTLEMENT.

**TO RECEIVE YOUR SHARE OF THE SETTLEMENT,
YOU MUST SUBMIT THE ATTACHED CLAIM FORM BY APRIL 2, 2010.**

You are receiving this notice because the California Superior Court has granted preliminary approval to a class action settlement and the records of Ovations Fanfare, LP, Ovations Food Services, LP or Ovations Food Services, Inc. (“Defendants”) indicate that you are a class member in this settlement. Please read this notice carefully. It relates to a proposed settlement of class action litigation. It contains important information about your right to make a claim for payment or to elect not to be included in the class.

As a class member, you have three choices:

- 1) **You may file a claim form.** If you file a claim form you will receive a settlement award, and you will give up your right to sue Defendants for the violations alleged in or related to the lawsuit.
- 2) **You may submit a written request to be excluded from the settlement.** If you make a request to be excluded, you will not receive any money, and you will not give up any rights you may have.
- 3) **You may do nothing.** If you do nothing you will **not** receive any money, but you will still give up any right you may have to sue Defendants for the violations alleged in or related to the lawsuit.

IF YOU DO NOTHING, YOU WILL NOT RECEIVE ANY MONEY. YOU MUST FILE A CLAIM FORM BY APRIL 2, 2010 TO RECEIVE PAYMENT.

I. BACKGROUND OF THE CASE

On May 13, 2009, plaintiff Tawnya Miliaresis filed a legal action (*TAWNYA MILIARESIS v. OVATIONS FANFARE, LP, ET AL.* in the Orange County Superior Court (Case No.: 30-2009-00268455) (“the Lawsuit”). On or about January 8, 2010, a first amended complaint was filed. The Lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The Lawsuit seeks to certify a class of non-exempt employees of Defendants in California. Specifically, the Lawsuit asserts claims that Defendants failed to provide its nonexempt employees in California with meal periods, rest periods, compensation in lieu thereof, overtime wages, and accurate itemized wage statements. The Lawsuit sought recovery of unpaid compensation, penalties, interest, attorneys’ fees, and costs associated with these claims. Defendants denied, and continue to deny, all of the material allegations in the Lawsuit.

Defendants have provided extensive information to the attorneys for the putative class. The parties then participated in settlement discussions. As a result of the settlement discussions, the parties in the Lawsuit reached a settlement.

The parties have since entered into a Joint Stipulation Re Class Action Settlement, which has been given preliminary approval by the Court. If you worked for Defendants as a non-exempt employee during the time period of May 13, 2005 to January 7, 2010, you are a “Class Member” and you have the opportunity to receive a settlement award pursuant to the settlement.

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendants that the claims in the Lawsuit have merit or that Defendants have any liability to the plaintiff or to the Class on those claims. Plaintiffs and Defendants, and their respective counsel, have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties, their counsel, and the Court have determined that the settlement is fair, reasonable, and adequate and is in the best interests of the Class.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum payment is one million six hundred thousand dollars (\$1,600,000) (the “Maximum Payment”). The following sums will be paid from the Maximum Payment: (1) \$10,000 to the California Labor and Work Force Development Agency (“LDWA”) as required by California Code Section 2699 *et seq.*; (2) attorneys’ fees not to exceed \$464,000; (3) service payment to the class representative Tawnya Miliarexis (the “Class Representative”) in an amount set by the Court, but not to exceed \$15,000; (4) claims administration costs to Simpluris, Inc. (the “Claims Administrator”) in an amount not to exceed \$50,000 (the “Claims Administrator”) to administer the settlement; and (5) settlement awards to Class Members.

There are approximately 5,000 Class Members. Each Class Member who submits a timely, valid Claim Form (“Settlement Class Member”) shall receive a specific settlement award based on the number of pay periods during which the Settlement Class Member worked for Defendants during the time period from May 13, 2005 to January 7, 2010 (“Class Period”), pursuant to the following formula:

1. Employees who worked in 1-5 pay periods during the Class Period will receive a gross payment of \$150.00.
2. Employees who worked in 6-10 pay periods during the Class Period will receive a gross payment of \$225.00.
3. Employees who worked in 11-20 pay periods during the Class Period will receive a gross payment of \$300.00.
4. Employees who worked in 21-40 pay periods during the Class Period will receive a gross payment of \$350.00.
5. Employees who worked in 41-70 pay periods during the Class Period will receive a gross payment of \$400.00.
6. Employees who worked in 71 or more pay periods during the Class Period will receive a gross payment of \$500.00.

This is a claims made settlement. Defendants will pay a minimum of 60% of the Maximum Payment. If the aggregate amount of the payments made pursuant to the settlement totals less than 60% of the Maximum Payment, the difference between the total payments made and 60% of the Maximum Payment (“residue”) shall be distributed evenly among the Settlement Class Members. Any remaining portion of the Maximum Payment, after all payments, including the residue, have been made, will revert to Defendants. This includes the amount of uncashed checks issued pursuant to this settlement after the check’s expiration date.

A Class Member may submit a claim or may elect not to participate in the settlement by timely filing a request for exclusion. Any Class Member who does neither of the above cannot participate in the monies paid out under the settlement but will still be bound by the terms of the settlement agreement as to his or her claims, if this settlement is granted final approval by the Court.

B. Release

When the Court grants final approval of the settlement, each Class Member who has not requested exclusion will release Defendants and all related companies from the claims at issue in the Lawsuit. As of the date of final approval, Class Members (including Class Representative) release Defendants and Defendants’ predecessors, successors, as well as their current, former and future subsidiaries, affiliates, fiduciaries, owners, partners, insurers, agents, employees, assigns, subrogees, privies, officers, officials, directors, administrators, attorneys and shareholders (“Released Parties”) from the Released Class Claims as defined below:

Any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, right or liabilities, of any nature and description whatsoever, known or unknown that have been, could have been or might in the future be asserted by Class Representative Tawnya Miliarexis, or the Class Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, attorneys, assigns, agents and/or representatives arising out of any claims that were or could have been encompassed in the Lawsuit, and any claims which reasonably flow from the facts alleged in the Complaint or First Amended Complaint filed in this Lawsuit, including but not limited to, claims for unpaid wages (including claims for minimum wage, overtime, and meal period and rest period premiums), reimbursement of business expenses pursuant to Labor Code Section 2802, interest, penalties (including waiting time penalties pursuant to Labor Code section 203, pay stub penalties

pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698 et seq.) (“PAGA”), claims pursuant to Labor Code sections 200, 201, 202, 218.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, and 1199, the Industrial Welfare Commission Wage Orders, claims under the Fair Labor Standards Act, and claims under Business and Professions Code section 17200 et seq., claims for attorneys’ fees and costs, conversion, fraud, common count, and unfair business practices. Released Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising or reasonably flowing from the Complaint or First Amended Complaint, against the Released Parties for the time period beginning from the beginning of time up to and including the date the Court grants final approval (collectively referred to as “Released Claims”).

Class Members’ Waiver of Rights Under Civil Code section 1542: As a further consideration and inducement for this Settlement, the Class Members who did not submit a valid request for exclusion hereby waive and release, with respect to those claims that they have waived and released, any and all rights under Section 1542 of the California Civil Code which they have or may have with respect to Defendants. California Civil Code § 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

A. Submitting a Claim

If you wish to submit a claim, you must complete, sign and date the enclosed Claim Form and Release (“Claim Form”) and return it, by first class U.S. mail or the equivalent, to:

Ovations Fanfare, LP Claims Administrator
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

The Claim Form must be received by the Claims Administrator no later than April 2, 2010, which is sixty (60) days after the date of the initial mailing of the Claim Forms. The Claim Form must be sent United States Postal Service first class mail or the equivalent. If a Claim Form is received more than sixty (60) days after the initial mailing, it will be accepted as long as it bears a postmark of April 2, 2010 or earlier. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Claim Form. If you lose, misplace, or need another Claim Form, you should contact the Claims Administrator.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from the settlement by mailing a written request for exclusion, by first class U.S. Mail, or the equivalent, to:

Ovations Fanfare, LP Claims Administrator
c/o Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799

To be valid, the request for exclusion must include: (1) your name; (2) your address; (3) a request for exclusion; and (4) your signature. The request for exclusion must be received by the Claims Administrator no later than April 2, 2010, which is sixty (60) days after the date of the initial mailing of this Notice of Settlement. If a request for exclusion is received more than sixty (60) days after the initial mailing, it will be accepted as long as it bears a postmark of April 2, 2010 or earlier. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request for exclusion.

Any person who submits a complete and timely request for exclusion shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the settlement, and shall receive no benefits from the settlement.

Do not submit both the Claim Form and a request for exclusion. If you submit both a Claim Form and a request for exclusion, the request for exclusion will be invalid, you will be included in the Class, and you will be bound by the terms of the

settlement.

C. Objection to Settlement

You can object to the terms of the settlement before final approval. However, if the Court rejects your objection, you will still be bound by the terms of the settlement unless you have submitted a valid and timely request for exclusion. To object, you must file a written objection and a notice of intention to appear at the final approval hearing currently set for May 20, 2010, at 1:30 p.m. in Department CX-101 (Hon. David Velasquez.), with the Clerk of the Orange County Superior Court, 751 W. Santa Ana Blvd., Santa Ana, California 92701, and send copies to the following:

Christopher J. Hamner Hamner Law Offices, LP 15760 Ventura Blvd., Suite 860 Encino, California 91436	Beth A. Gunn Ogletree, Deakins, Nash, Smoak & Stewart, PC 633 West Fifth Street, 53rd Floor Los Angeles, California 90071
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Any written objections shall state each specific reason in support of your objection and any legal support for each objection. Your objection also must state the case name and number, your full name, address, date of birth, and the dates of your employment by Defendants. To be valid and effective, any objections to approval of the settlement must be filed with the Clerk of the Court and served upon each of the above listed attorneys no later than April 2, 2010. **DO NOT TELEPHONE THE COURT OR THE OFFICER OF THE CLERK FOR MORE INFORMATION REGARDING OBJECTIONS.**

If you choose to file an objection to the terms of this settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. To do so, you must file an Entry of Appearance with the Clerk of the Orange County Superior Court, and deliver copies to each of the attorneys listed above. Such entry of appearance must be filed with the Court and delivered to the above attorneys no later than April 2, 2010. You will then continue as a Class Member either *in propria persona* or with representation by your own attorneys, and you will be solely responsible for the fees and costs of your own attorney.

IF YOU CHOOSE TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT FUNDS, YOU MUST TIMELY FILE A CLAIM FORM AS EXPLAINED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, AND YOU DO NOT HAVE A CLAIM FORM ON FILE, YOU WILL NOT RECEIVE ANY SETTLEMENT PROCEEDS.

Any Class Member who objects to this settlement must make himself or herself available upon reasonable notice for a deposition taken by the proponents of the settlement and/or to respond to written discovery, if either Class Counsel or Defendants' Counsel chooses to take such deposition or to propound written discovery.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department CX-101 of the Orange County Superior Court, 751 W. Santa Ana Blvd., Santa Ana, California 92701 on May 20, 2010, at 1:30 p.m., to determine whether the settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and the service payment to the Class Representative. Class Counsel's application for attorneys' fees will be on file with the Court no later than May 12, 2010, and will be available for review after that date.

The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court.

V. ADDITIONAL INFORMATION

The above summarizes the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the "Joint Stipulation Re Class Action Settlement" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of Orange County Superior Court, 751 W. Santa Ana Blvd., Santa Ana, California 92701.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE COURT.