

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

VIRGINIA DOMINGUEZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

IHOP CORP., a Delaware Corporation
DOES 1 through 500, inclusive,

Defendants.

Case No.: BC 333923

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

Dept: 58

TO ALL PERSONS EMPLOYED BY DEFENDANTS AND DEFENDANT AFFILIATED CORPORATIONS (AS DEFINED BELOW) IN CALIFORNIA AS NON-EXEMPT EMPLOYEE AT ANY TIME BETWEEN MAY 24, 2001 AND NOVEMBER 20, 2006. PLEASE READ THIS NOTICE CAREFULLY, AS IT MAY AFFECT YOUR RIGHTS.

I. INTRODUCTION

YOU MAY GET MONEY FROM A CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY, AS IT MAY AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED. HOWEVER, YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

This notice is to inform you of a Proposed Settlement of this Class Action brought against Defendants Mr. Stax, Inc., Seven Ninety Company, Inc., and Los Angeles Pancakes, Inc. (hereinafter collectively "Defendants"). If you are or were a non-exempt hourly employee of Defendants at any of its California restaurants (including but not limited to) Double O Four Company, Inc.; Six Twenty Seven Company, Inc.; Six Thirty Six Company, Inc.; Six Fifty Three Company, Inc.; Six Ninety Two Company, Inc.; Seven Twenty Eight Company, Inc.; Seven Forty One Company, Inc.; Seven Forty Two Company, Inc.; Seven Forty Four Company, Inc.; Seven Fifty Three Company, Inc.; Seven Fifty Five Company, Inc.; Seven Sixty Eight Company, Inc.; Seven Seventy Two Company, Inc.; Seven Seventy Three Company, Inc.; Seven Seventy Six Company, Inc.; Long Beach Pancakes, Inc.; Seven Seventy Nine Company, Inc.; Seven Eighty Three Company, Inc.; Seven Ninety Two Company, Inc.; Seven Ninety Five Company, Inc.; Eight Thirty Four Company, Inc.; Nine Eighteen Company, Inc.; Nine Twenty Three Company, Inc.; Nine Twenty Five Company, Inc.; Nine Thirty Eight Company, Inc.; Nine Forty Company, Inc.; Nine Forty Two Company, Inc.; RPV Pancakes, Inc.; Seventeen O Eight Company, Inc.; Seventeen Forty Eight Company, Inc.; Nine Nineteen Pancakes, Inc.; and Nine Fifty One Company, Inc., (hereinafter collectively "Defendants' Affiliated Companies") at any time between May 24, 2001 and November 20, 2006, you are a Member of the Class ("Class Member") affected by the lawsuit. The Los Angeles Superior Court, on November 20, 2006, gave Preliminary Approval to the Settlement of this lawsuit and ordered that this notice be sent to you. The Court has also scheduled a further hearing on March 15, 2007, at 8:30 a.m., to determine if the Settlement should be given final approval. This notice summarizes the Proposed Settlement and advises you of your right to file a claim with respect to the Proposed Settlement of the case, your right to opt out of the Proposed Settlement, and your right, in the event you do not want to participate in the Settlement, to file an objection to the Settlement with the Court.

II. NATURE OF THE CASE

On May 24, 2005, Plaintiff Virginia Dominguez (hereinafter "Plaintiff") filed a class action against Defendants. Plaintiff alleged that Defendants failed to comply with the law concerning payment of wages, meal periods, rest periods, and pay stubs, with regards to its non-exempt employees. Defendants deny each and all of the claims and contentions alleged by Plaintiff. Nevertheless, Defendants have concluded that further litigation would be protracted and expensive, and that it is desirable that Plaintiff's claims be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement. Please be advised that the Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses.

III. DEFINITION OF THE CLASS

For settlement purposes, the Court has conditionally defined the "Class" as follows: All current and former non-exempt employees of Defendants and Defendant Affiliated Corporations who were or are employed in the State of California between the dates May 24, 2001 and November 20, 2006. If you are included in the Class as defined above, the Proposed Settlement will affect your rights and obligations and will entitle you to a monetary award, unless you opt out of the Class. To receive the monetary award, you must submit a valid and timely Claim Form. To opt out of the Class, see Section VIII.C below.

IV. SUMMARY OF PROPOSED SETTLEMENT

Subject to Court approval, the Class Representative (Plaintiff) acting on your behalf and Defendants have agreed upon a Proposed Settlement under which this case will be resolved without a trial. This Settlement includes:

A. Monetary Relief to the Class Members

Defendants will pay a maximum of Seven Hundred Twenty Five Thousand Dollars (\$725,000) in consideration for Settlement of the action and for the related release and dismissal with prejudice of the Class Claims.

Each Class Member that submits a valid and timely Claim Form will be a "Settlement Class Member" except for any such individuals who opt out of the Class by submitting timely and valid written requests for Exclusion, shall receive a share of the total calculated based on the number of 40-hour workweeks worked by each Class Member during the Class Period (May 24, 2001 to November 20, 2006).

B. Distribution

No later than thirty (30) days after the Effective Date (as defined below), the Claims Administrator shall by first-class mail, send each Class Member that submits a valid and timely Claim Form, except for any such individuals who opt out of the Class by submitting timely and valid written requests for Exclusion, a check in the amount determined by the distribution formula.

C. Effective Date

The Effective Date shall be the date by which this settlement is finally approved as provided in the Settlement after all of the following have occurred: (1) the Court has finally approved, signed, and entered the Settlement Agreement; (2) the Court has entered an Order and Judgment dismissing the Action with prejudice, with continuing jurisdiction limited to enforcing the Settlement Agreement; and (3) the time for appeal has either run without an appeal being filed or any appeal has been finally resolved.

D. Enhancement Award for Class Representative

In consideration for Plaintiff's time and effort spent representing the Class, Plaintiff will receive an Enhancement Award in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

E. Attorneys' Fees and Expenses

Defendants shall pay Plaintiff's Counsel their attorneys' fees and expenses in connection with their services performed and expenses incurred in this Action prior to the Effective Date, in the following amounts: (1) Not to exceed Two Hundred Seventeen Thousand, Five Hundred Dollars (\$217,500.00) in attorneys' fees; and (2) up to Ten Thousand Dollars (\$10,000.00) in costs upon proof to the Court before payment is made, both of which will be deducted from the Settlement Fund.

V. RELEASE OF CLAIMS

Unless you file an opt out notice, and/or pursuant to Section VIII below, you will be bound fully by the terms of the Proposed Settlement. Specifically, you will be deemed to have released any and all wage and hour claims including but not limited to the claims that were alleged in the Complaint or that reasonably could have arisen out of the same facts alleged in the Complaint, including any Business and Profession Code § 17200 claims, in connection with your employment with Defendants' or Defendants' Affiliated Corporations from May 24, 2001 through November 20, 2006, including all claims for injunctive or equitable relief,

monetary awards, attorneys' fees and costs, punitive damages, and waiting time penalties. This release will cover these claims even if the Class Member was not aware of the claims at the time of the Settlement. With respect to the released claims only, each Class Member waives any and all rights or benefits under California Civil Code § 1542, which provides:

"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."

VI. COUNSEL

The following attorneys have been designated by the Court as Class Counsel: **The following attorneys are counsel for Defendants**

Jose R. Garay, Esq.
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2030 Main Street, Suite 1300
Irvine, California 92614
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VII. HEARING ON PROPOSED SETTLEMENT

A hearing to determine whether the Proposed Settlement is fair and reasonable and should be finally approved will be held on March 15, 2007, at 8:30 a.m., in the Courtroom of the Honorable Rolf M. Treu, Superior Court for the County of Los Angeles, Central District, Department 58, 111 North Hill Street, Los Angeles, California 90012. **It is not necessary for you to attend the hearing.**

VIII. YOUR OPTIONS AS A CLASS MEMBER

As a Class Member, you have three options available to you at this time:

A. You must submit a Claim Form to participate in the monetary relief of this Settlement Agreement by mailing the form attached as Exhibit "A" to the Claims Administrator identified below. Your Claim Form must be postmarked on or before March 5, 2007. If you submit a Claim Form you will receive a check for your portion of the monetary award, subject to the Court's Final Approval of the Settlement.

**IHOP Class Action Claims Administrator
c/o Desmond, Marcello & Amster
P.O. Box 451999
Los Angeles, California 90045; Telephone: (310) 216-1400**

You may challenge the number of qualifying Individual Workweeks worked as identified on your Claim Form by submitting a written challenge to the Claims Administrator along with the signed Claim Form by the Claims Deadline. You must also submit documentary evidence to both Defendants and the Claims Administrator sufficient to prove the number of qualifying Individual Weeks that you worked. In response to your challenge, Defendants may also submit documentary evidence to the Claims Administrator sufficient to prove the number of qualifying Individual Weeks you worked. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal.

B. You may object to the proposed settlement in writing. All written objections must be mailed to: Clerk of the Court, Los Angeles County Superior Court, Central District, 111 North Hill Street, Los Angeles, California 90012 with copies sent to all law firms identified above in Section VI, and be postmarked on or before March 5, 2007. If you wish to object to the Settlement, you or your attorney must notify the Clerk of the Court and the attorneys for the parties as described in Section VI of this notice.

C. **You may exclude yourself from the monetary relief** of this lawsuit by filing a written "opt out" statement in the Request for Exclusion from Class Form attached as Exhibit "B" hereto by mailing your opt out statement to the Claims Administrator identified above in Section VIII. Your opt out statement must be postmarked on or before March 5, 2007. If you opt out of this lawsuit you will have no right to receive any monetary award under the Settlement, and you will not be bound by the Release Agreement in this action.

IX. ADDITIONAL INFORMATION

A. Inspection of Pleadings/Other Records

The pleadings and other records in this litigation, including complete copies of the Settlement Agreement, may be examined during regular court hours at the office of the Clerk of the Court, Los Angeles County Superior Court, Central District, 111 North Hill Street, Los Angeles, California 90012, or you may obtain copies of any of these documents at your own expense by contacting the Clerk of the Court.

B. Questions Regarding the Settlement or This Notice

If you have any questions about the Proposed Settlement or this notice, you may contact Class Counsel identified above in Section VI.

C. Change of Address

It is important for the parties to have your current address and telephone number in order to be able to send you other mailings regarding the action. You should contact Class Counsel to report any change of your address. Failure to report a change of address may result in a Class Member being barred from receiving the monetary benefits of the Settlement.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE. THE CLERK IS NOT ABLE TO PROVIDE ANY INFORMATION OR ADVICE REGARDING THIS NOTICE.

BY ORDER OF THE SUPERIOR COURT FOR THE COUNTY OF LOS ANGELES.