

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MERCED

SHANA WRIGHT individually, and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

WINGANOMICS, INC. d.b.a.  
WINGSTOP, *et al.*

Defendants.

Case No. 20CV-00657

**NOTICE OF SETTLEMENT OF CLASS  
ACTION LAWSUIT**

**To: All current and former non-exempt employees who worked at any time for Defendants in California from February 7, 2016 through October 22, 2021.**

**PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS  
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

**I. INTRODUCTION**

You are receiving this Notice because you are or were an hourly non-exempt employee of Winganomics, Inc., Jason Kahn, Right Swing, Inc., Wingman and Associates, Inc., Wing or Lose, Inc., All I do Is Wing, Inc., Winging Is Everything, Inc., The Wingman Company, Inc., King of the Wing, Inc., Spread Your Wings, Inc., Wing Life, Inc., Wingcraft, Inc., Winging Is A Habit, Inc., Wingology, Inc., Wing Me Over, Inc., Aamir Khan, Johnzeb Khan, Nagina Khan, Nargis Khan, Michael James Ryan, and/or James Toal (“Defendants”) employed in California at some time between February 7, 2016 and October 22, 2021. (“Class Period”) and may be entitled to recover money from a class action settlement.

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Action”) pending in the Superior Court of the State of California, in and for the County of Merced (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action. This Notice is being sent to you by the order of the Court. This Notice informs you of your rights that as a Class Member, you may be entitled to money under the Settlement and, unless you “opt out” of the Settlement, your legal rights may be affected. The purpose of this Notice is to (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement.

A final settlement hearing will be held on January 19, 2022 at 8:15 a.m. to determine whether the Settlement should be granted final approval.

**II. SUMMARY OF THE ACTION**

Plaintiff Shana Wright (“Plaintiff”) alleges in the Action that, within the Class Period, Defendants had a consistent policy of permitting, encouraging, and/or requiring their employees to work “off-the clock,” have failed to compensate them for missed meal and/or rest breaks, provide accurate itemized wage statements, and pay wages timely upon Class Members’ terminations. Plaintiff alleges that these violations resulted in the underpayment of wages to Class Members. Plaintiff also seeks civil penalties related to these claims. Plaintiff seeks to maintain a class action for her claims on behalf of herself as an individual and on behalf of all persons who have been employed by Defendants as non-exempt employees within the Class Period.

Defendants deny Plaintiff’s allegations or that they violated the law in any way as described in the lawsuit and assert that they have no liability for any of Plaintiff’s or the Class Members’ claims under any statute, wage

order, common law, or equitable theory. The Court did not decide in favor of Plaintiff or Defendants and there was no trial. Plaintiff thinks she could have won at trial. Defendants think Plaintiff would not have won anything at trial. Defendants do not admit any of the claims alleged in the Lawsuit and deny that they owe money to Plaintiffs or to the Settlement Class Members for any of the alleged claims. Defendants have entered into this settlement solely for purpose of resolving this dispute and so the parties may buy their peace and avoid further time and costs associated with litigation. The Parties participated in a mediation session with a respected class action mediator, and as a result, the Parties reached a class-wide settlement, Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that Defendants admit any fault, guilt, negligence, wrongdoing or liability whatsoever.

The Court granted preliminary approval of the Settlement on October 22, 2021 on behalf of a settlement class defined as:

All current and former non-exempt employees who worked at any time for Defendants in California from February 7, 2016 to October 22, 2021.

At that time, the Court also preliminarily approved Plaintiff Shana Wright to serve as Class Representative, and the law firm Cole & Van Note to serve as Class Counsel.

### III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. Defendants have agreed to pay an amount not to exceed \$1,500,000.00 (the “Maximum Settlement Amount”) to fully resolve the claims in the Action. This Maximum Settlement Amount includes, but is not limited to, all settlement payments to Qualified Claimants (defined below), Class Counsel’s attorneys’ fees and litigation expenses, all Settlement Administration expenses, payments to the California Labor and Workforce Development Agency (“LWDA”), and an enhancement award to the Class Representative, as outlined below.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Maximum Settlement Amount as follows, which will be subject to final Court approval:

- Settlement Administration. Payment to the Settlement Administrator not to exceed \$15,000 for the expense of notifying the Class Members of the Settlement, processing opt-outs submitted by Class Members, and distributing settlement payments.
- Attorneys’ Fees and Expenses. Payment to Court-approved Class Counsel of reasonable attorneys’ fees not to exceed \$525,000 as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for litigation expenses actually incurred in connection with the Action. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Enhancement Award to Class Representative. A service enhancement not to exceed \$7,500 to Class Representative Shana Wright to compensate her for services on behalf of the Class in initiating and prosecuting the action. This payment is in addition to whatever payments the Class Representative is otherwise entitled to receive as a Class Member.
- Payment to LWDA. A payment of \$15,000 will be made to the LWDA for the LWDA’s portion of the Settlement allocated to civil penalties under the Labor Code Private Attorneys General Act, Lab. Code §§ 2698, *et seq.*

Calculation of Class Member Awards. Pro rata settlement payments to Class Members will be calculated based on each Class Member’s relative percentage of eligible service time in a Covered Position during the Class Period based on Defendants’ internal records. Awards will therefore vary. Only Class Members who did not opt out of the Settlement as provided for below (“Qualified Claimants”) will be entitled to receive a payment pursuant to

the Settlement. If the conditions of the Settlement (as described in this Notice) are met and if the Court grants final approval of the Settlement, then settlement checks will be mailed to Class Members. Unclaimed settlement amounts will be sent to the State of California's Unclaimed Funds account.

Tax Matters. Settlement payments to Qualified Claimants shall be allocated as follows: wages (15% of each settlement payment), penalties and interest (85% of each settlement payment). Qualified Claimants must pay their own portion of payroll and income taxes on the portion of each settlement payment that is wages, and such amounts will be withheld from settlement payments. Qualified Claimants shall be exclusively liable for any and all tax liability, if any. Qualified Claimants should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Releases. Upon the final approval by the Court of the Settlement, all members of the Plaintiff Class who do not timely request exclusion fully release and discharge Defendants and each of Defendants' past, present and/or future, direct and/or indirect, owners, officers, managing agents, trustees, payroll processors, members, managers, operators, franchisors, directors, employees, agents, principals, representatives, joint venturers, joint employers, benefits providers, fiduciaries, attorneys, accountants, auditors, consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent companies, subsidiaries, affiliates, divisions, franchisees, lessors, lessees, predecessors, successors, assigns, and/or any party that was or could have been named in defendants in the Action. ("Releasees"), from any and all individual and class claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, that were actually alleged in the Complaint, as well as wage and hour class claims which could have been brought based on the specific factual allegations contained in the Complaint, including, but not limited to any claims for unpaid wages, unpaid overtime, unpaid minimum wages, record-keeping violations, paycheck violations, meal period and rest period violations, "waiting time" penalties, and failure to reimburse business expenses, which arose between February 7, 2016 and October 22, 2021, inclusive. All Class Members shall be bound by this release unless they opt-out of the settlement, with the exception of PAGA penalties as there is no ability to opt out of a PAGA suit.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an Order at or following the Settlement Hearing finally approving the Settlement.

For more information on the Settlement, please visit the Settlement website at: [www.cptgroupcaseinfo.com/winganomicssettlement](http://www.cptgroupcaseinfo.com/winganomicssettlement)

#### **IV. RIGHT TO CLAIM MONEY FROM THE SETTLEMENT**

Shares of the settlement are allocated based on a Class Member's dates of service with Defendants as a non-exempt employee in California during the Class Period (February 7, 2016 to October 22, 2021). Defendant's records show that, within the Class Period, you worked as a non-exempt employee in California during the following time period(s):

Dates: «StringDatesEnglish»

Compensable Workweeks: «TotalWorkweeks»

If you believe the data listed above is incorrect, you may submit a challenge in writing to the Settlement Administrator indicating your belief as to the correct data. You must also send the Settlement Administrator any documents or other information that supports your challenge to the above information. The Settlement Administrator will use Defendants' records and any information you provide to resolve any dispute about your service data. All such challenges must be postmarked by 30 days after mailing, December 13, 2021, to be considered.

#### **V. RIGHT TO OPT OUT**

If you do not wish to participate in the Settlement of your claims, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive no money from the Settlement (with the exception of PAGA**

Questions? Call toll-free at 1-888-464-0290

penalties as there is no ability to opt out of the PAGA portion of the Settlement), and you will not be bound by its terms. To opt out, you must submit a signed, written request to the Settlement Administrator for Exclusion (“Request for Exclusion”) from the Settlement postmarked no later than December 27, 2021. Written Requests for Exclusion from the Settlement that are postmarked after December 27, 2021, or are unsigned by the Class Member, will be rejected, and Class Members submitting untimely Exclusions shall be bound by the Settlement and the Releases described above, but will not be considered Qualified Claimants and will not receive settlement payments.

**VI. RIGHT TO OBJECT**

If you are a Class Member who has not opted out and believe that the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections may be in person at the Final Approval Hearing or, in writing. If in writing, the objection must state the basis for the objection, and be mailed to the Settlement Administrator at the below addresses on or before December 27, 2021. All objections or other correspondence must state the name and number of the case, which is *Wright v. Winganomics, Inc., et al.* (Case No. 20CV-00657), filed in the Superior Court of the State of California, in and for the County of Merced. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

<p><u>Class Counsel:</u>  Scott Edward Cole, Esq.  COLE &amp; VAN NOTE  555 12th Street, Suite 1725  Oakland, CA 94607  Telephone: (510) 891-9800</p>	<p><u>Counsel for Defendant:</u>  Michael O’Connor, Esq.  ATKINSON ANDELSON LOYA RUUD &amp; ROMO  201 South Lake Avenue, Suite 300  Pasadena, CA 91101  Telephone: (626) 773-7653</p>
---	---

If you wish, you may also appear at the Final Approval Hearing, detailed below. You have the right to appear either in person or through your own attorney at this hearing. Objections not previously filed in writing in a timely manner as described above will not be considered by the Court.

**VII. HEARING ON THE SETTLEMENT**

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held on January 19, 2022 at 8:15 a.m. in Department 8, in the Superior Court of the State of California, in and for the County of Merced, located at 627 West 21<sup>st</sup> Street, Merced, California 95340. The Hearing may be continued without further notice. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

**VIII. ADDITIONAL INFORMATION**

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Settlement Administrator at CPT Group, Wright v. Winganomics, Inc., Settlement Administrator c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 with any concerns or questions regarding the Settlement. You may also refer to the pleadings, the Class Action Settlement Agreement and Release of Claims, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of the State of California, in and for the County of Merced, during regular business hours of each court day, or online through the Court’s Public Access System.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.**