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2019 SEP -4 AM 9:38

LAW AND MOTION DEPARTMENT  
SACRAMENTO COUNTY

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BY FAX

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

14 RANDY KUNSMAN, on behalf of himself  
15 and all "aggrieved employees" pursuant to  
16 Labor Code § 2698 et seq.

17 Plaintiff,

18 v.

19 PUNCH BOWL SACRAMENTO, LLC, a  
20 Delaware limited liability company;  
21 PUNCH BOWL RANCHO  
22 CUCAMONGA, LLC, a Delaware limited  
23 liability company; PUNCH BOWL SAN  
24 DIEGO, LLC, a Delaware limited liability  
25 company, and DOES 1 through 10,  
26 inclusive,

27 Defendants.

Case No. 34-2018-00243175

**[PROPOSED] ORDER RE PLAINTIFFS'**  
**MOTION: (1) PROVISIONALLY**  
**CERTIFYING SETTLEMENT CLASS; (2)**  
**PRELIMINARILY APPROVING CLASS**  
**SETTLEMENT; (3) DIRECTING**  
**DISTRIBUTION OF NOTICE OF**  
**SETTLEMENT TO THE CLASS; (4)**  
**APPOINTING CLASS COUNSEL AND**  
**CLASS REPRESENTATIVES; AND (5)**  
**SETTING A HEARING FOR FINAL**  
**APPROVAL OF CLASS SETTLEMENT**

Date: August 30, 2019  
Time: 2 p.m.  
Judge: David I. Brown  
Dept.: 53

Trial Date: None set  
Complaint filed: October 23, 2018

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1 On August 30, 2019, 2019 at 2 p.m., this Court considered Plaintiffs Randy Kunsman and Brianna  
2 Guiher's unopposed Motion for an Order (1) preliminarily approving the class action settlement; (2)  
3 provisionally certifying a class for settlement purposes only; (3) directing distribution to the class of the  
4 notice to the class; (4) appointing class counsel; (5) appointing the claims administrator; and (6)  
5 scheduling a final approval hearing. The Court has considered the Class Action Settlement and  
6 Compromise Agreement ("Agreement"), the submissions of counsel, and all other papers filed in this  
7 action. The matter having been submitted and good cause appearing therefore, the Court orders as follows:

8 1. The Court preliminarily approves of the settlement set forth in the Agreement as falling  
9 within the range of possible approval and meriting submission to potential Class Members for  
10 consideration, subject only to the consideration of objections of Class Members and the final review by  
11 the Court.

12 2. For purposes of, and solely in connection with, the settlement, the Court finds that each of  
13 the requirements for certification of the class set forth in Plaintiffs' unopposed Motion for Preliminary  
14 Approval of Class Action Settlement are met and hereby certifies the following Settlement Class: "All  
15 persons employed by Defendants Punch Bowl San Diego, LLC, Punch Bowl Rancho Cucamonga, LLC,  
16 Punch Bowl Sacramento, LLC, and/or PBS Brand Co., LLC, in California as a non-exempt employee  
17 from October 23, 2014 through and including or July 4, 2019."

18 3. The Court approves, as to form and content, for dissemination and distribution to the Class  
19 Members, the proposed Notice of Proposed Class Action Settlement ("Notice") which is attached hereto  
20 as Exhibit 1.

21 4. The Court hereby appoints Daniel F. Gaines and Evan S. Gaines of Gaines & Gaines,  
22 APLC, and Brian R. Short and Dorota A. James of ShortLegal, APC, as Class Counsel.

23 5. The following dates shall govern for purposes of this settlement:  
24

Deadline	Activity
September 9, 2019 (or within 10 days calendar days after Prelim. Order).	Defendants shall provide the Claims Administrator with the requisite Class Member database.

1 2 3 4	September 13, 2019 (or within fourteen (14) calendar days from the date the Court preliminarily approves this Agreement).	Settlement Administrator will provide the Parties the spreadsheet showing the Administrator's calculations for anticipated payments to Class Members and the allocation of wage statements to Class Members.
5 6 7	September 20, 2019 (or 21 calendar days from the date the Court preliminarily approves this Agreement).	Notices shall be mailed to Class Members.
8 9	45 days after initial mailing of Notice	All Requests for Exclusion must be postmarked no later than this date.
10	45 days after initial mailing of Notice	All objections to the settlement must be filed and served no later than this date.
11 12 13 14 15	Within seven (7) calendar days after the last day for Class Members to object to the proposed settlement, dispute their information, and/or request to be excluded from the settlement.	Settlement Administrator shall provide a declaration to be submitted to Court detailing the administration process thus far, the number of objections received, the number of opt-out requests received, the number of disputes submitted, and the final status of all such items
16 17	16 court days prior to final approval hearing	Plaintiffs' Counsel shall file their Motion for Final Approval of Class Action Settlement.
18 19	16 court days prior to final approval hearing	Plaintiffs' Counsel shall file their Motion for Attorney's Fees and Costs.
20	December 20, 2019 at 2:00 pm, Dept. 53	Hearing on Plaintiff's Motion for Final Approval of Class Action Settlement and Plaintiff's Motion for Attorney's Fees and Costs.

21 6. The Court hereby appoints Phoenix Class Administration Solutions as the Claims  
 22 Administrator of the settlement.

23 7. The Claims Administrator shall send the Notice by first class United States mail to the  
 24 Settlement Class on or before September 20, 2019 (or 21 calendar days after Preliminary Approval). Each  
 25 Class Member shall have until 45 days after initial mailing of Notice within which to postmark his or her  
 26 request for exclusion and return it to the Claims Administrator.

27 8. The Court finds that the mailing of the Notice as set forth in the Agreement constitutes the  
 28 best notice practicable under the circumstances to the Settlement Class, satisfies the requirements of

1 California Code of Civil Procedure and due process, and shall constitute due and sufficient notice to all  
2 persons entitled thereto.

3 9. Any Class Member may request to be excluded from the Settlement Class by submitting a  
4 letter requesting their exclusion from the settlement within 45 days after initial mailing of Notice by  
5 following the procedure as set forth in the Notice titled "What Are Your Options?". Any letter requesting  
6 exclusion from the Settlement must include (1) name; (2) address; (3) telephone number; (4) last four  
7 digits of social security number; (5) signature and date; and (6) a statement that they wish to be excluded  
8 from the Settlement Class in the *Kunzman v Punch Bowl* litigation.. Any Class Member who timely  
9 requests exclusion in compliance with these requirements (i) shall not have any rights under this  
10 settlement; (ii) shall not be entitled to receive any Settlement Payments under this settlement; and (iii)  
11 shall not be bound by this settlement or the Court's Order and Final Judgment.

12 10. Any Class Member may object to the settlement. To object, a Class Member must not opt  
13 out of the Settlement and must timely postmark a letter to the Settlement Administrator within 45 days  
14 after initial mailing of Notice that states the basis for their objection to the settlement. Class Members  
15 may file their objections within 45 days after initial mailing of Notice. Class Members who fail to file  
16 timely, written objections in the manner specified in the Notice shall be deemed to have waived any  
17 objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the  
18 settlement, unless otherwise ordered by the Court.

19 11. Within seven (7) calendar days after the last day for Class Members to object to the  
20 proposed settlement, dispute their information, and/or request to be excluded from the settlement, the  
21 Settlement Administrator shall provide a declaration to be submitted to Court detailing the administration  
22 process thus far, the number of objections received, the number of opt-out requests received, the number  
23 of disputes submitted, and the final status of all such items.

24 12. Neither this Order nor the Agreement nor any of its terms or provisions, nor any of the  
25 negotiations or proceedings connected with it, shall be construed as an admission or concession by  
26 Defendants of the truth of any of the allegations in the complaint or of any liability, fault or wrongdoing  
27 of any kind.

28 13. Upon final approval by the Court of the Agreement, and except as to such rights or claims  
as may be created by the settlement, the Class Representatives, the Settlement Class and each Class

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1 Member who has not submitted a valid and timely Request for Exclusion, each fully release and will be  
2 deemed to have forever released and discharged the Released Claims. In the event that the settlement  
3 does not become final for any other reason, the settlement will be null and void.

4 14. Class Counsel shall file their motion for final approval at least 16 court days before the  
5 date of the Final Approval Hearing.

6 15. Class Counsel shall file their application for attorney's fees and costs for the named  
7 Plaintiffs at least 16 court days before the date of the Final Approval Hearing.

8 16. On December 20, 2019 at 2 p.m., or as soon thereafter as counsel may be heard in  
9 Department 53, a hearing will be held to determine whether the proposed settlement, including payment  
10 of Class Counsel's attorney's fees and costs and the Class Representatives' service payment, should be  
11 finally approved as fair, reasonable and adequate as to the members of the Settlement Class. The Court  
12 may adjourn or continue the Final Approval Hearing without further notice to the Settlement Class.

13 **IT IS SO ORDERED.**

14 Dated: SEP - 4 2019  
15 \_\_\_\_\_

14 *David I. Brown*  
15 \_\_\_\_\_

16 HON. DAVID I. BROWN  
17 JUDGE OF THE SUPERIOR COURT

# Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO

RANDY KUNSMAN and BRIANNA GUIHER,

Plaintiffs,

v.

PUNCH BOWL SACRAMENTO, LLC, a Delaware limited liability company; PUNCH BOWL RANCHO CUCAMONGA, LLC, a Delaware limited liability company; PUNCH BOWL SAN DIEGO, LLC, a Delaware limited liability company, PBS Brand Co., LLC, a Delaware limited liability company, and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2018-00243175

*Assigned to Honorable David I. Brown, Dept. 53*

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT**

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

**If You Qualify For Inclusion in The Settlement Class And You Wish To Participate In The Settlement And Receive A Settlement Payment, You Are Not Required To Take Any Action.**

- A settlement will provide \$950,000 to pay claims to current and former non-exempt employees of Defendants Punch Bowl San Diego, LLC, Punch Bowl Rancho Cucamonga, LLC, Punch Bowl Sacramento, LLC, and PBS Brand Co., LLC (collectively, "Defendants"), who worked at any location in California at any time during the period October 23, 2014 to July 4, 2019.
- The settlement resolves a lawsuit over whether Defendants failed to pay all wages due and owing (including, but not limited to, minimum wages, overtime wages, double-time wages, reporting time wages, and wages derived from tips) during employment, failed to provide legally compliant meal breaks, failed to provide legally compliant rest breaks, failed to pay all gratuities due, failed to pay reporting time pay, failed to provide accurate wage statements, and failed to pay all wages timely during employment and all wages due and owing upon separation of employment. It avoids costs and risks to you from continuing the lawsuit; pays money to employees; and releases Defendants from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$332,500 as attorneys' fees and \$12,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendants deny liability and the Parties disagree on how much money could have been awarded if employees won at trial. Furthermore, Defendants contend that they have fully complied with California law regarding the allegations in Plaintiffs' lawsuit. Defendants further deny all of Plaintiffs' remaining material allegations, and by entering into the settlement, Defendants do not

admit any liability to Plaintiffs or to any class members, and do not admit that they have violated the rights of Plaintiffs, class members, or any other employees, former employees or any other person(s). Defendants also deny that this case is suitable as a class action for liability purposes and only agree to class certification for settlement purposes.

- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing</b>	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address.
<b>Exclude Yourself</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims that were brought in this case.
<b>Object</b>	Write to the Court about why you don't like the settlement.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the settlement.

**WHY DID YOU RECEIVE THIS NOTICE?**

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

**WHAT IS THIS LAWSUIT ABOUT?**

On October 23, 2018, Plaintiff Randy Kunsman filed this lawsuit in the Sacramento County Superior Court. On January 15, 2019, Plaintiff Brianna Guiher filed a similar lawsuit in the San Diego County Superior Court, Case No. 37-2019-000002512-CU-OE-CTL. The cases were subsequently joined into one. As amended, the lawsuit alleges violations of the California Labor Code. The Lawsuit seeks to certify the following class: all persons employed by Defendants Punch Bowl San Diego, LLC, Punch Bowl Rancho Cucamonga, LLC, Punch Bowl Sacramento, LLC, and/or PBS Brand Co., LLC, in California as a non-exempt employee from October 23, 2014 through July 4, 2019 (the "Class Period"). The lawsuit alleges that members of the Class were not paid all wages due and owing during employment, including minimum, overtime, double-time, and reporting time wages, were not timely issued wages during employment and upon separation of employment, were not provided all meal and rest periods or compensation in lieu thereof, were not paid all gratuities due, and were not issued accurate and complete wage statements. It seeks recovery of wages, damages, interest, statutory and civil penalties, attorneys' fees and costs. Defendants deny all of the material allegations in the Lawsuit.



The lawyers for the parties are:

<u>Plaintiffs' Attorneys</u>	<u>Defendants' Attorneys</u>
Daniel F. Gaines, Esq. Alex P. Katofsky, Esq. Gaines & Gaines, APLC 27200 Agoura Road, Suite 101 Calabasas, CA 91301 Phone: (866) 550-0855	John LeCrone, Esq. Paul Rodriguez, Esq. Davis Wright Tremaine LLP 865 S. Figueroa Street, Suite 2400 Los Angeles, CA 90017
Brian R. Short, Esq. Dorota A. James, Esq. ShortLegal, APC 350 10 <sup>th</sup> Ave., Suite 1000 San Diego, CA 92101 Phone: (619) 272-0720	

### **SUMMARY OF THE SETTLEMENT**

#### **A. Why is there a Settlement?**

The Court did not decide in favor of Plaintiffs or Defendants. Plaintiffs believe they would have prevailed on their claims at a trial. Defendants do not believe that Plaintiffs would have won anything from a trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they all avoid the costs, risks, and uncertainty of a trial, and the people affected will get compensation. Plaintiffs and Plaintiffs' Attorneys think the settlement is fair, reasonable and adequate and in the best interests of all Class members.

#### **B. Who is in the Settlement Class?**

The Settlement encompasses the following class: all persons employed by Defendants Punch Bowl SanDiego, LLC, Punch Bowl Rancho Cucamonga, LLC, Punch Bowl Sacramento, LLC, and/or PBS Brand Co., LLC, in California as a non-exempt employee from October 23, 2014 through July 4, 2019.

#### **C. What does the Settlement provide?**

##### **1. Gross Settlement Amount.**

Defendants will pay \$950,000 (the "Settlement Sum") to settle the lawsuit. The following sums will be paid from the Settlement Sum: (1) \$7,500 to the California Labor and Workforce Development Agency ("LWDA"); (2) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$332,500 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$12,000; (3) a service payment to the Class Representatives set by the court, not to exceed \$10,000 each, for their service in the Action; and (4) a reasonable amount set by the Court to the settlement administrator for administering the settlement, not to exceed \$20,000. The amount of the Settlement Sum remaining after these payments is the "Payout Fund."

##### **2. Individual Payment Amount.**

Your share of the Payout Fund will be determined by the formula detailed in section E below.

**D. What are you giving up to get a payment or stay in the Class?**

Upon the Court's final approval of the class settlement and entry of final judgment, each Class Member shall be deemed to have released and discharged Defendants and their subsidiaries, affiliates, parents and attorneys and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers (collectively "Released Parties") from the "Released Claims" defined below:

"Released Claims" means all claims for wages, damages, statutory and civil penalties, fees and costs that were or could have been alleged under the laws of California arising out of the allegations in the Lawsuit during the Class Period, whether known or unknown, including, but not limited to, claims related to Defendants' failure to (1) issue legally compliant wage statements to Class Members (Labor Code sections 226(a) and (e)); (2) pay all wages due and owing during employment to Class Members (Labor Code sections 510 and 1194); (3) provide legally compliant meal breaks to Class Members (Labor Code sections 226.7 and 512); (4) provide legally compliant rest breaks to Class Members (Labor Code section 226.7); (5) pay all gratuities due to Class Members (Labor Code section 351); (6) pay all wages due and owing upon separation of employment to Class Members (Labor Code sections 201-203); (7) claims pursuant to the California Unfair Competition Law (Business & Professions Code section 17200 *et seq.*) for the violations alleged herein; and (8) claims pursuant to PAGA (Labor Code section 2698 *et seq.*) for the violations alleged herein, and including, but not limited to, any legal or factual claim or theory or basis under California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 351, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1198, 2698, and under IWC Wage Orders applicable to Defendants, and includes all remedies that could have been claimed in connection with the Released Claims including, but not limited to, statutory, constitutional, contractual damages, liquidated damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief, during the Class Period.

As of the Effective Date, Plaintiffs and individuals in the Class who do not opt out of the Settlement, release the Released Parties from the Released Claims during the time period in which they worked as a Class Member for Defendants in exchange for the consideration provided by this Settlement. Such individuals may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The release shall not extend to any claims outside of those asserted in the Litigation and/or the Class Period, from October 23, 2014 through and including the date on which a motion for preliminary approval of class action settlement is filed, or July 4, 2019, whichever comes first.

**E. How is my share of the Settlement calculated?**

Each participating claimant (those who do not opt out of the Settlement) shall receive an individual payment amount, which is a share of the Payout Fund (Payout Fund is calculated by deducting attorneys' fees and costs, claims administration costs, any service payment to the Class Representatives, and the LWDA's share of the PAGA penalty payment from the Settlement Sum) ("Individual Payment Amount").

Each Participating Class Member's respective share of the Payout Fund will be calculated by dividing the Payout Fund by the total number of workweeks worked by all Participating Class Members while they were employed by Defendants in California during the Class Period (the Total Value Per Workweeks Statement); the Total Value Per Workweeks Statement will then be multiplied by each Participating Class Member's individual total workweeks worked for Defendants while employed in California during the Class Period to yield his or her respective share of the Payout Fund.

For tax purposes, each individual payment made to Participating Class Members and all other recipients under this settlement will be allocated 10% as wages and shall be reported on an IRS Form W-2, and 90% as penalties and interest and shall be reported on an IRS Form 1099. The Settlement Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any IRS Forms W-2 and 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities, if required.

According to the records of Defendants, you worked [ ] weeks while employed in California between October 23, 2014 through July 4, 2019. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately \$[ ]. This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than \_\_\_\_\_, 2019. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without a hearing or right of appeal by you.

### **THE SETTLEMENT HEARING**

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on \_\_\_\_\_, 2019, at \_\_\_\_\_, in the Courtroom of Judge David I. Brown of the Sacramento County Superior Court, located at 813 6th St, Sacramento, CA 95814. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys' fees and costs to be awarded to Plaintiffs' Attorneys; and (v) the amount that should be awarded to Plaintiffs as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

### **WHAT ARE YOUR OPTIONS?**

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

**IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.** If you move, you must update your address with the Settlement Administrator. If you disagree with the pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no

later than [45 days after mailing]. The Settlement Administrator's address is [Settlement Administrator address].

• **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. If you object in writing, you may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at [Settlement Administrator address]. Objections must be postmarked no later than \_\_\_\_\_ [45 days after mailing].

• **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will **not receive any benefits from the proposed settlement**. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendants and pursue your own claims in a separate suit. You can opt out of the Class by sending a letter to the Settlement Administrator at [address], postmarked no later than \_\_\_\_\_ [45 days after mailing], which states your (1) name; (2) address; (3) telephone number; (4) last four digits of your social security number; (5) your signature and the date; and (6) a statement that you wish to be excluded from the Settlement Class in the *Kunzman v Punch Bowl* litigation.

**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “Class Action Settlement and Compromise Agreement” which is available from the Claims Administrator via the internet at [Static Claims Administrator Website Address] and is also on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may also be examined at the Claims Administrator's website [Static Claims Administrator Website Address] or any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, located at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at [address], [telephone number] or Plaintiffs' Counsel, Gaines & Gaines, APLC, at 866-550-0855. Please refer to the Punch Bowl Social Class Action Settlement.

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.**

**BY ORDER OF THE SUPERIOR COURT OF  
THE STATE OF CALIFORNIA**