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FILED
ALAMEDA COUNTY

JUN 27 2018

CLERK OF THE SUPERIOR COURT
By John DeBeauvoir Deputy

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Attorneys for Plaintiff
Geomar Rabanal

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

GEOMAR RABANAL, individually and on)
behalf of a class of similarly situated)
individuals,)
)
Plaintiff,)
)
v.)
)
P.F. CHANG'S CHINA BISTRO, INC.; P.F.)
CHANG'S III, LLC; and DOES 1 through 50,)
inclusive,)
)
Defendants.)

Case No: RG17851208
[Assigned for All Purposes to:
Honorable Brad Seligman, Dept. 30]
CLASS ACTION
~~PROPOSED~~ **PRELIMINARY**
APPROVAL ORDER
Date: June 26, 2018
Time: 3:00 p.m.
Dept.: 23
Complaint Filed: March 1, 2017
Trial: TBD

KELLER GROVER LLP
1965 Market Street, San Francisco, CA 94103
Tel. 415.543.1305 | Fax 415.543.7861

1 In June 2018, Plaintiff Geomar Rabanal (“Plaintiff”) and Defendants P.F. Chang’s China
2 Bistro, Inc. and P.F. Chang’s III, LLC (“Defendants”) entered into a class action settlement, the
3 terms and conditions of which are set forth in the Parties’ Settlement Agreement and Release
4 (“Agreement”), which is attached as Exhibit A to the Declaration of Eric A. Grover, filed with
5 this Court on June 19, 2018.¹

6 A preliminary hearing was held before this Court on June 26, 2018, for the purpose of,
7 among other things, determining whether the proposed settlement terms are within the range of
8 possible approval at the Fairness Hearing. The Court, having reviewed the papers and documents
9 presented, having heard the statements of counsel, for GOOD CAUSE APPEARING, hereby
10 makes the following findings and rulings.

11 **FINDINGS**

12 1. The Court FINDS that the terms of the Agreement are within the range of possible
13 approval at the final approval hearing.

14 2. The Court FINDS that, for the purposes of approving this settlement only, the
15 proposed Settlement Class meets the requirements for certification under Code of Civil
16 Procedure § 382: (a) the proposed Settlement Class is ascertainable and so numerous that joinder
17 of all members of the Settlement Class are impracticable; (b) there are questions of law or fact
18 common to members of the proposed Settlement Class; (c) the claims of Plaintiff are typical of
19 the claims of the members of the proposed Settlement Class and Plaintiff is representative of the
20 proposed Settlement Class; (d) Plaintiff’s Counsel, Keller Grover LLP and the Law Offices of
21 Scot D. Bernstein, A Professional Corporation, will fairly and adequately protect the interests of
22 the proposed Settlement Class; and (e) a class action is superior to the other available methods
23 for an efficient resolution of this controversy.

24 3. The Court FINDS that the notice procedure set forth in the Settlement Agreement,
25 which includes U.S. mail distribution of the Summary Settlement Class Notice, publication of
26

27 _____
28 ¹ Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as
set forth in the Agreement.

1 the Long-Form Settlement Notice on the Settlement Website, and an online banner advertising
2 campaign in the form of the Online Media Notice, constitutes the best notice practicable under
3 the circumstances and is in full compliance with the laws of the State of California and the
4 United States and the requirements of due process. The Court further finds that the Settlement
5 Class notice materials and Claim Form fully and accurately inform Settlement Class Members of
6 all material elements of the Agreement, of each Settlement Class Member's right to submit a
7 claim, of each Settlement Class Member's right to be excluded from the settlement, and of each
8 Settlement Class Member's right to object to the settlement.

9 **IT IS HEREBY ORDERED:**

10 1. **Settlement Approval.** The Court GRANTS Plaintiff's Motion for Preliminary
11 Approval of Class Action Settlement and preliminarily approval of the terms and conditions
12 contained in the Agreement.

13 2. **Provisional Class Certification.** The Court GRANTS provisional certification
14 of the following class for settlement purposes only: "All persons who, while residing or located
15 in California, placed a call to a toll-free telephone number associated with Defendants or Pei Wei
16 at any time during the period March 1, 2016 through September 20, 2017, inclusive, and spoke
17 with a representative. Excluded from the Settlement Class are all attorneys and employees of
18 Settlement Class Counsel, any judicial officer to which this case is assigned, and persons who
19 validly opt out of the Settlement."

20 3. **Conditional Appointment of Counsel.** The Court APPOINTS as Class Counsel
21 Keller Grover LLP and the Law Offices of Scot D. Bernstein, A Professional Corporation for
22 settlement purposes only. Class Counsel must fairly and adequately protect the Settlement
23 Class's interests.

24 4. **Conditional Appointment of Class Representative.** The Court APPROVES
25 Plaintiff Geomar Rabanal as Class Representative for settlement purposes only. Plaintiff must
26 fairly and adequately protect the Settlement Class's interests.

27 5. **Appointment of Claims Administrator.** The Court APPROVES Kurtzman
28 Carson Consultants LLC ("KCC") as Claims Administrator for the purpose of this settlement and

1 pursuant to the terms contained in the Settlement Agreement. KCC is required to submit
2 admissible evidence to support its request for payment as part of the final approval motion.

3 **6. Approval of Notice Plan.** The Court APPROVES the Summary Settlement
4 Class Notice, Long-Form Settlement Notice, the Online Media Plan, and Claim Form attached to
5 the Settlement as Exhibits B-E respectively. The approved Summary Settlement Class Notice is
6 attached hereto as Exhibit 1 and the approved Long-Form Settlement Notice is attached hereto as
7 Exhibit 2. The notice program shall be implemented in the manner and the timelines set forth in
8 the Agreement and below.

9 **7. Claims Procedure.** The Court APPROVES the proposed procedure set forth in
10 the Agreement for Settlement Class Members to submit a claim. Settlement Class Members who
11 wish to participate in the settlement shall completely fill out and sign (or electronically submit) a
12 Claim Form in the manner provided for in the Settlement Agreement. Claim Forms submitted by
13 Settlement Class Members must be postmarked or received electronically no later than 100
14 calendar days from the date of this Order.

15 **8. Requests for Exclusion.** The Court APPROVES the proposed procedure set
16 forth in the Agreement for Settlement Class Members to submit a request for exclusion from the
17 settlement. Any Settlement Class Member requesting exclusion from the settlement must, no
18 later than 100 days from the date of this Order, mail a signed request for exclusion to the Claims
19 Administrator containing (1) the title of the Action; (2) the full name, address, and telephone
20 number of the person requesting exclusion; (3) a statement that he or she requests exclusion from
21 the Settlement Class; and (4) the telephone number(s) from which that person claims to have
22 made a call covered by this Class Action Settlement. Any Settlement Class Member who
23 submits a valid and timely request for exclusion shall no longer be a member of the Settlement
24 Class, shall be barred from participating in this Settlement and shall receive no benefit from this
25 settlement. Any Settlement Class Member who does not submit a valid and timely request for
26 exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in
27 this action relating to the Settlement Agreement.

28

1 9. **Objections.** The Court further ORDERS that, as provided for in the Agreement,
2 each Settlement Class Member shall be given a full opportunity to object to the settlement,
3 including the plan of distribution and the requests for attorneys' fees, costs and Plaintiff's service
4 award. As explained in the Agreement, any Settlement Class Member seeking to object to the
5 Settlement shall submit their objection to the Claims Administrator no later than 100 calendar
6 days from the date of this Order. To be considered by the Court, the objection must include: (1)
7 a heading containing the name and case number of the Action; (2) the Settlement Class Member'
8 s name and postal address; (3) a statement as to the basis of the objector's belief that he or she is
9 a member of the Settlement Class; (4) a detailed statement of each objection, including, if
10 available, the factual and legal basis for each objection; and (5) a statement of whether the
11 Settlement Class Member intends to appear, either in person or through counsel, at the final
12 approval hearing, and, if through counsel, a statement identifying the counsel's name, postal
13 address, telephone number, and email address. Any Settlement Class Member who fails to file
14 and serve a timely written objection shall be foreclosed from objecting to the Settlement unless
15 otherwise ordered by the Court.

16 10. **No Further Actions.** To facilitate the claims procedure approved by the Court,
17 the Court hereby enjoins Plaintiff and all Settlement Class Members from filing or prosecuting
18 any claims, suits or administrative proceedings regarding claims included in the definition of
19 Released Claims unless and until such Settlement Class Members have submitted a valid request
20 for exclusion.

21 11. **Stay of Dates and Deadlines.** Plaintiff shall file the First Amended Complaint
22 attached to the Grover Declaration within five days of the date of this Order. All other
23 proceedings in this action are stayed until further order of the Court, except as may be necessary
24 to implement the Settlement or comply with the terms of the Agreement or this Order.

25 12. **Termination.** If the Settlement Agreement terminates for any reason, the
26 following will occur: (a) Class Certification will be automatically vacated; (b) Plaintiff will stop
27 functioning as Class Representative; (c) Class Counsel will stop functioning as Class Counsel;
28 and (d) this Action will revert to its previous status in all respects as it existed immediately

1 before the Parties executed the Settlement Agreement, including Plaintiff's filing of the
 2 Amended Complaint. This Order will not waive or otherwise impact the Parties' rights or
 3 arguments.

4 13. **No Admissions.** Nothing in this Order is, or may be construed as, an admission
 5 or concession on any point of fact or law by or against any Party.

6 14. **Further Procedures.** Counsel for the Parties are hereby authorized to agree to
 7 utilize all reasonable procedures in connection with the administration of the Settlement which
 8 are not materially inconsistent with either this Order or the terms of the Agreement.

9 15. **Fairness Hearing.** The Fairness Hearing is scheduled for November 13, 2018 at
 10 3:00 p.m. The date and time selected for the hearing must appear in the Summary Settlement
 11 Class Notice and the Long-Form Settlement Notice. The Fairness Hearing may be adjourned or
 12 continued without further notice to the Settlement Class.

13 16. **Settlement Dates and Deadlines.** Based on the date of the Fairness Hearing, the
 14 following are certain estimated dates provided for in the Settlement:


Event	Timing	Date
Last day for Defendants to provide the Claims Administrator with Potential Class Member List	20 days after preliminary approval	July 17, 2018
Last day for Claims Administrator to publish Settlement Website	40 days after preliminary approval	August 6, 2018
Last day for Claims Administrator to mail the Settlement Class notice to Settlement Class Members	40 days after preliminary approval	August 6, 2018
Dates of Online Media Notice	47 days to up to 100 days after preliminary approval	August 13, 2018- October 5, 2018
Last day for claims to be submitted electronically or postmarked by Settlement Class Members	100 days after preliminary approval	October 5, 2018

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Event	Timing	Date
Last day for requests for exclusion from the Settlement to be postmarked by Settlement Class Members	100 days after preliminary approval	October 5, 2018
Last day for Settlement Class Members to submit objections to the Settlement or request to intervene	100 days after preliminary approval	October 5, 2018
Last day for Settlement Class Counsel to file motion for final approval of Settlement a motion for award of attorneys' fees, litigation costs, administration costs, and Settlement Class Representative's service payment	120 days after preliminary approval	October 25, 2018

IT IS SO ORDERED.

Dated: 9/27/18



HONORABLE BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

LEGAL NOTICE OF PROPOSED CLASS SETTLEMENT AND FAIRNESS HEARING

If you are a person who, while residing or located in California, placed a call to a P.F. Chang's or Pei Wei Asian Diner toll-free telephone number at any time during the period March 1, 2016 through September 20, 2017, inclusive, and spoke with a representative, you may be entitled to a cash payment from a class action settlement. *A Court authorized this notice. This is not a solicitation from a lawyer.*

Why did I get this postcard? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Alameda County Superior Court ("Court") titled *Geomar Rabanal v. P.F. Chang's China Bistro, Inc., et al.* ("Action"). The purpose of this Postcard Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? Plaintiff Geomar Rabanal alleges that P.F. Chang's Bistro, Inc. and P.F. Chang's III, LLC ("Defendants") violated California law by recording telephone calls without notice to or consent of callers regarding the recordation. The Court has not ruled on the merits and Defendants deny any violations. However, to resolve the case, Defendants have agreed to settle the Action.

Am I a Settlement Class Member? The class covers all persons who, while residing or located in California, placed a call to a P.F. Chang's or Pei Wei Asian Diner toll-free telephone number at any time during the period March 1, 2016 through September 20, 2017, inclusive, and spoke with a representative. According to records, you may be a "Class Member."

What does the Settlement Provide? P.F. Chang's agreed to pay \$2,728,000 to settle the Action. After notice and administration fees and costs, an incentive award to Plaintiff, and Class Counsel's attorneys' fees and costs are deducted, the entire remaining amount (estimated to be \$1,626,167) will be divided amongst all Settlement Class Members who submit timely and valid Claim Forms based on the number of qualified calls made by those Settlement Class Members. Although the actual amount paid out to each Settlement Class Member will depend on the number of Settlement Class Members who submit timely and valid Claims Forms, based on claims rates in similar cases it is estimated that each Settlement Class Member who submits a timely and valid Claim Form may receive approximately **\$150 per qualified call**. A Claim Form is attached to this notice. The deadline to submit a Claim Form is [date]. You may also submit a claim form online at www.PFCHANGSCallRecordingSettlement.com

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by [date], or you won't be able to sue Defendants about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a payment under this Settlement. If you stay in the Settlement, you may object to it by [date]. The detailed notice available at www.PFCHANGSCallRecordingSettlement.com explains how to request exclusion or object. The Court will hold a hearing on [date] at [time] to consider whether to approve the Settlement and a request by the lawyers representing all Settlement Class Members (Keller Grover LLP and Scot D. Bernstein, A Professional Corporation) for \$944,333 in attorneys' fees and costs, and for the class representative's request for \$7,500 for his services. You may ask to appear at the hearing, but you don't have to.

More info? You can get more information about the case and view important case documents at the Settlement website www.PFCHANGSCallRecordingSettlement.com, by calling 1-8xx-xxx-xxxx, or by accessing the Court docket for Action. Instructions for accessing the docket are available on the settlement website.

Claim Form

Claim Number: _____

Instructions: To complete this Claim Form, provide all of the telephone phone number(s) you used to call P.F. Chang's and/or Pei Wei Asian Diner toll-free telephone numbers between March 1, 2016 and September 20, 2017, inclusive.

(_____) _____ - _____ , (_____) _____ - _____
,
(_____) _____ - _____ , (_____) _____ - _____

Mail this Claim Form on or before [insert date] to P.F. Chang's Call Recording Settlement Claims Administrator, c/o KCC, P.O. Box XXXX, City / State, XXXXX. You may also submit a claim online by [insert date] at www.PFCHANGSCallRecordingSettlement.com

Email Address (Optional)

(If you provide an email address the Claims Administrator will use it to communicate with you about any questions it has about your claim.)

Certification

By my signature below, I certify to my best honest belief under the laws of California that I called a P.F. Chang's and/or Pei Wei Asian Diner toll-free telephone number at least once between March 1, 2016 and September 20, 2017, inclusive, while residing or located in California and spoke with a representative.

Signature: _____ Date (mm/dd/yyyy) _____

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Rabanal v. P.F. Chang's Bistro, Inc., et al.

Alameda County Superior Court

Case No. RG17851208

**READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED**

All persons who, while residing or located in California, placed a call to a P.F. Chang's or Pei Wei Asian Diner toll-free telephone number at any time during the period March 1, 2016 through September 20, 2017, inclusive, and spoke with a representative, may be entitled to money from a class action settlement. Please read the rest of this Notice to find out more.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive a Settlement Payment, read this Notice for information on how to file a claim. If you do not file a Claim Form by [insert claim deadline], you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the Settlement, you must send a letter requesting exclusion postmarked no later than [insert deadline] or else you will be bound by the Settlement.
Object to the Settlement	If you wish to object to the Settlement, you must follow the directions in this Notice. The deadline to object is [insert deadline].
File a Motion to Intervene	If you wish to intervene in the Settlement, you must file a motion to intervene with the Alameda County Superior Court and serve a copy of the motion to the attorneys in this action by no later than [insert deadline] and have the motion heard by no later than, [insert date], the date of the final fairness hearing.
Participate in the Hearing	If you submit a timely objection to the Settlement, you may also indicate in the objection whether you wish to appear in court and be heard at the time of the final fairness hearing.

Objections must be submitted to the Claims Administrator by mailing them to P.F. Chang's Call Recording Settlement Objections, c/o KCC, [insert mailing address]. Objections must be postmarked on or before [insert date] to be considered timely.

Motions to intervene must be filed with the Alameda County Superior Court and a copy of such motions, as well as any supporting papers submitted to the Court, must be served on the following counsel:

Eric A. Grover, Esq.
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103

Michelle Doolin, Esq.
Darcie Tilly, Esq.
COOLEY LLP
4401 Eastgate Mall
San Diego, California 92121

Additionally, all motions to intervene must be set for hearing in Department 23 of the Alameda County Superior Court and scheduled to be heard no later than the date of the final fairness hearing.

What's the Difference Between Objecting and Excluding?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. If you object, you must still submit a timely Claim Form if you want to receive the benefits of the Settlement in the event the objection is overruled and the Settlement is approved. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot both object to and exclude yourself from the Settlement. Any persons who attempt both to object to and exclude themselves from the Settlement will be deemed to have excluded themselves and will forfeit the right to object to or participate in the Settlement or any of its terms. You cannot both opt-out and submit a Claim Form. If you submit a timely Claim Form and opt-out request, the opt-out request shall be deemed void and the Claim Form will be processed under the terms of the Settlement Agreement and Release.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final fairness hearing regarding the Settlement at [time] on [date] at the Alameda County Superior Court, Department 23, 1221 Oak Street, Oakland, California. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court also will decide how much to pay to Class Counsel, the Class Representative, and the Claims Administrator. The Court will also determine whether it is appropriate to distribute any leftover settlement funds to the designated cy pres beneficiary, the non-profit group Consumer Federation of California. After the hearing, the Court will decide whether to approve the Settlement. Class Counsel do not know how long those decisions will take.

The final fairness hearing date or time may be changed without further notice. Any change to the final fairness hearing date or time will be posted on the Settlement Website, www.PFCHANGSCallRecordingSettlement.com.

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you file your written objection on time, the Court will consider it. You also may have your own lawyer attend at your own expense but doing so is not necessary.

You may ask the Court for permission to address any objection you may have to the Settlement at the final fairness hearing. To do so, you must submit a timely objection and include a statement that you intend to appear at the final fairness hearing.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Settlement Class and will be bound by the terms of the Settlement and all of the Court's orders including the Release. This also means that you will not receive any Settlement benefits and can't sue or be part of any other lawsuit against Defendant or the Released Parties about the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release and other case documents through the Settlement Website, www.PFCHANGSCallRecordingSettlement.com, by calling 1-8XX-XXX-XXXX or by writing to the Claims Administrator at [address].

You may review documents online by accessing the Alameda County Superior Court's public website, known as "Domain Web," at <http://apps.alameda.courts.ca.gov/domainweb/html/casesumboddy.html> and click on the "Case Summary" hyperlink at the top. Where it says "enter the case number," type "RG17851208." Your browser will be directed to information regarding this case. You may view the Court's docket from here, including but not limited to documents filed with the Court (*see the* "Register of Actions" tab), ruling and orders, and other information.

You also can contact Class Counsel:

Eric A. Grover, Esq.
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861
eagrover@kellergrover.com

Scot Bernstein, Esq.
LAW OFFICES OF SCOT D. BERNSTEIN,
A Professional Corporation
101 Parkshore Drive, Suite 100
Folsom, California 95630
Telephone: (916) 447-0100
Facsimile: (916) 933-5533
swampadero@sbernsteinlaw.com

PLEASE DO NOT CALL THE COURT, THE COURT CLERK'S OFFICE, DEFENDANTS OR DEFENDANTS' COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.

Do Nothing	If you do nothing with respect to this Notice, you will not receive any Settlement Payment and you will be bound by the terms of the Settlement including the release of claims described below.
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THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED BELOW

What is the Case About?

This class action case (“the Action”) alleges that Defendants (collectively, “P.F. Chang’s” or “Defendants”) violated California laws that prohibit the recording of telephone calls without notice to or consent of callers. **The case covers calls made by persons who, while residing or located in California, placed a call to a P.F. Chang’s or Pei Wei Asian Diner toll-free telephone number at any time during the period March 1, 2016 through September 20, 2017, inclusive, and spoke with a representative.** The Court did not decide in favor of the Class Representative, Settlement Class Members or Defendants, and P.F. Chang’s denies any liability or wrongdoing of any kind associated with the claims in this class action.

What is a Class Action?

In a class action, one or more people called Class Representatives (in this case, Geomar Rabanal) sue on behalf of people who have similar claims.

Am I a Class Member?

You are a Settlement Class Member if you are a person who, while residing or located in California, placed a call to a P.F. Chang’s or Pei Wei Asian Diner toll-free telephone number at any time during the period March 1, 2016 through September 20, 2017, inclusive (the “Class Period”), and spoke with a representative.

Defendants have a record of telephone numbers that called P.F. Chang’s and Pei Wei Asian Diner toll-free telephone numbers during the Class Period. If you received notice of this proposed Settlement by U.S. mail, there are records indicating that a telephone number associated with your name may have placed a qualified call during the Class Period. You may be a Settlement Class Member even if you did not receive a notice of this proposed Settlement by mail. If you are not sure whether you qualify, you can contact the Claims Administrator by calling 1-8xx-xxx-xxxx or by email at [insert email address] to ask whether your telephone number or numbers appear on the list of calls routed through the call recording system during the Class Period.

Why is there a Settlement?

Both sides agreed to a settlement to avoid the uncertainty and cost of further litigation and a trial, and to provide benefits to Settlement Class Members promptly. The terms of the Settlement are set forth in the Settlement Agreement and Release, which you may access through the Settlement Website, www.PFCHANGSCallRecordingSettlement.com, by calling 1-8XX-XXX-XXXX, by writing to the Claims Administrator at [address], or by accessing the Court docket in this case through the Court’s website at <http://apps.alameda.courts.ca.gov/domainweb/html/casesumboddy.html> and clicking on the “Case Summary” hyperlink at the top. Where it says “enter the case number,” type “RG17851208.”

What Can I Get From The Settlement?

P.F. Chang's has agreed to create a settlement fund of \$2,728,000. After class action notice and administration fees and costs, a service payment to the Class Representative, and Class Counsel's attorneys' fees and costs are deducted, the entire remaining amount (estimated to be \$1,626,167) will be divided up amongst all Settlement Class Members who submit timely and valid Claim Forms based on the number of qualified calls made by those Settlement Class Members. Although the actual amount paid out to individual Settlement Class Members will depend on the number of Settlement Class Members who submit timely and valid Claims Forms, based on claims rates in similar cases, it is estimated that each Settlement Class Member who submits a timely and valid Claim Form may receive approximately **\$150 per qualified call**, but not more than \$5,000 per qualified call, although the actual amount may be more or less than \$150.

The Claims Administrator can verify the number of telephone calls made by each telephone number during the Class Period. If you would like information regarding the number of telephone calls associated with your claim, you can contact the Claims Administrator by calling 1-8xx-xxx-xxxx or by email at (insert email address).

How Do I Dispute the Number of Qualifying Calls That I Made

If you would like to dispute the number of telephone calls associated with your telephone number or numbers, you should contact the Claims Administrator by telephone (1-8XX-XXX-XXXX) or email (xxxxxx@xxxxxxxx.com) to submit a dispute. You may be required to provide proof of your telephone calls to Defendants or Pei Wei during the Class Period. All disputes must be submitted by [insert date], which is the deadline to submit a claim. The Claims Administrator shall make a final and binding resolution of all disputes.

What Do I Need to Do To Receive a Settlement Payment?

You must complete a Claim Form and return it to the Claims Administrator on time. You may obtain a hard copy Claim Form from the Settlement Website, www.PFCHANGSCallRecordingSettlement.com, by calling 1-8XX-XXX-XXXX, or by writing to the Claims Administrator at [address]. You also may submit a completed Claim Form online at the Settlement Website, www.PFCHANGSCallRecordingSettlement.com. **In order to submit a claim form online, you must provide your 6-digit Claim ID# that can be found on the postcard notice you may have received. You may also obtain the required code by contacting the Claims Administrator by telephone (insert phone number) or email (insert email address).** A Claim Form will not be considered timely unless it is returned to the Claims Administrator online or sent by U.S. mail postmarked no later than [date].

What Am I Giving Up to Get Settlement Benefits or Stay In the Settlement Class?

Unless you exclude yourself, as described below, you will remain in the Settlement Class and be bound by the terms of the Settlement and all of the Court's orders regardless of whether you submit a claim form. This means that you can't sue or be part of any other lawsuit against Defendants or other Released Parties (defined below) about the issues in this case. Staying in the Settlement Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Upon entry of the Final Approval Order and Judgment, each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have and by operation of this Agreement and the Final Approval Order and Judgment shall have, fully, finally, irrevocably, and forever, released P.F. Chang's China Bistro, Inc., P.F. Chang's III, LLC, Pei Wei Asian Diner, LLC, (and their direct or indirect parents, wholly or majority owned subsidiaries, whether or not wholly owned, divisions, related and/or affiliated companies) and Contact One Call Center, Inc. (and its direct or indirect parents, wholly or majority owned subsidiaries, whether or not wholly owned, divisions, related and/or affiliated companies) any of their respective past or present offers, directors, employees, agents, attorneys, insurers, re-insurers, shareholders, members, attorneys, advisors, consultants, joint ventures, and assigns, and each of them (collectively, the "Released Parties"), from any and all liabilities, claims, causes of action, damages (whether actual, compensatory, statutory, punitive or of any other type), penalties, costs, attorneys' fees, losses, or demands, whether known or unknown, in law or equity, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the First Amended Complaint, or that relate to or arise out of the alleged recording, monitoring, or eavesdropping on telephone calls made to toll-free telephone numbers associated with Defendants or Pei Wei through September 20, 2017 (collectively, the "Released Claims"). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the First Amended Complaint concerning Defendants' violations of any law prohibiting or regulating the monitoring, recording or eavesdropping on telephone calls without the consent of all parties, including but not limited to any claims under the California Invasion of Privacy Act, Penal Code § 630, *et seq.* The Released Claims also include but are not limited to claims under any other California or federal statute, code, rule or regulation that regulates or restricts the monitoring, recording or eavesdropping of telephone calls; however, Contact One's release shall only be with respect to calls that Contact One handled for the restaurant chains P.F. Chang's and Pei Wei and shall not apply to any other calls handled by Contact One.

When Can I Expect To Receive My Settlement Payment?

The Court will hold a hearing on [date], to decide whether to give final approval to the Settlement. If the Settlement is finally approved, payments may be made as soon as 107 days after this date but, depending on what happens in the case, payments may be delayed. You will be kept informed of the progress of the Settlement through the dedicated Settlement Website at www.PFCHANGSCallRecordingSettlement.com. Please be patient.

Can I Exclude Myself From the Settlement?

If you want to keep the right to sue Defendants or any of the Released Parties on your own at your own expense about the issues in this case, then you must take steps to exclude yourself from the settlement. This is also called "opting out" of the settlement. To exclude yourself from the settlement, you must send a letter by first class United States mail to the Claims Administrator, containing: (1) the title of the Action; (2) your full name, address, and telephone number; (3) a statement that you request to be excluded from the Settlement Class; and (4) the telephone number(s) that you claim to have used in making a call covered by this class action settlement. Be sure to include your name, address, telephone number, and signature. Your letter requesting exclusion from the settlement must be postmarked no later than [date] and mailed to:

P.F. Chang's Call Recording Settlement Exclusions

c/o KCC
P.O. Box XXXX
City / State, XXXXX

If you request exclusion from the Settlement, you will not get any settlement benefits, and you cannot object to the terms of the Settlement. You will not be legally bound by anything that happens in this lawsuit.

If I Don't Exclude Myself, Can I Sue the Defendants for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue Defendants and any of the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit covering these same claims, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement to continue your own lawsuit.

Do I Have a Lawyer in the Case?

The Court has appointed Eric A. Grover of Keller Grover LLP and Scot Bernstein of Law Offices of Scot D. Bernstein, A Professional Corporation to represent you and other class members as Class Counsel. They will be paid from the Settlement fund and you will not be charged for this. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers and the Class Representatives Be Paid?

Class Counsel will ask the Court to approve payment of up to \$909,333 (one-third of the \$2,728,000 settlement fund) in attorneys' fees and an additional amount for out-of-pocket costs, which is estimated not to exceed \$35,000. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the Settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of \$7,500 to the named plaintiff for his service as Class Representative. The Court may award less than these amounts. These amounts, along with the costs of settlement notice and administration, which are estimated not to exceed \$150,000, will be paid out of the \$2,728,000 settlement fund. Class Counsel will file with the Court their motion for award of attorneys' fees, litigation costs, administration costs and Class Representative's service payment no later than [date].

How Do I Tell the Court That I Don't Like the Settlement?

You can ask the Court to deny approval by filing an objection. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing. All written objections and supporting papers must include: (1) the name and case number of the lawsuit (*Rabanal v. P.F. Chang's China Bistro, Inc., et al.*, Alameda County Superior Court Case No. RG17851208); (2) the objector's full name and postal address; (3) a statement as to the basis of the objector's belief that he or she is a member of the Settlement Class; (4) all grounds for the objection including, if available, the factual and legal bases for the objection known to the objector or his or her counsel and the relief the objector is seeking; (5) the identity, postal address, and telephone number for all counsel who represent the objector, if any; and (6) a statement confirming whether the objector or the objector's counsel intends to appear personally at the final fairness hearing.