

FILED**APR 10 2015**

ANA C. VISCOMI, J.S.C.

HARRIET K. GORDON and NEIL RAYNOR,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

BRIAD RESTAURANT GROUP, LLC d/b/a
THE BRIAD GROUP,

Defendant.

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY – LAW DIVISION

DOCKET NO. MID-L-5882-13

Civil Action

**ORDER GRANTING PRELIMINARY, NON-BINDING APPROVAL TO PROPOSED
CLASS ACTION SETTLEMENT, APPROVING FORM OF CLASS SETTLEMENT
NOTICE AND NOTICE PUBLICATION PLAN, AND
SCHEDULING A DATE FOR THE FORMAL PUBLIC FAIRNESS HEARING**

This matter having come before the Court upon a joint motion by plaintiffs and defendants under R. 4:32-2(e) for preliminary, non-binding approval of a proposed class action settlement, Court approval of a proposed form of class settlement notice and a plan of notice publication and setting a hearing date for the formal public fairness hearing on whether to grant final approval to the proposed class settlement, and the Court having considered the joint motion papers, and for good cause shown;

IT IS HEREBY ORDERED this 10th day of April 2015 as follows:

1. The Court grants preliminary, non-binding approval of the proposed class action settlement;
2. This matter shall preliminarily proceed as a class action for a settlement class defined as follows:

All persons who purchased a beverage or drink containing hard alcohol from any of the following eight (8) Briad TGI Friday's locations (West Orange, East Windsor, Old Bridge, Piscataway, Freehold, Marlboro,

Hazlet and Linden) at any time from January 1, 2013 to December 31, 2013. For the purposes of settlement the term "hard alcohol" specifically excludes beer and wine, but does include all other drinks containing any other form of alcohol even if that drink also contains beer or wine in combination with another form of alcohol.

3. The Court preliminarily appoints Plaintiff Harriet K. Gordon and Neil Raynor as the named Class Representative and preliminarily appoints Stephen DeNittis of DeNittis Osefchen P.C. as Class Counsel.

4. The Court preliminarily appoints Angeion as the Claims Administrator.

5. It is apparent from the file and presentation of counsel that the proposed Settlement Class meets the requirements of New Jersey Rule of Court 4:32-1 such that Class Notice should be provided.


6. The Court approves the content of the proposed class settlement notice submitted by counsel and the proposed manner of notice distribution. The Court directs that within 20 days of this Order, the class settlement notice shall be published on one date in the *Star Ledger* and *Windsor Heights Herald*, *Middlesex County News*, *Asbury Park Press*, *Hazlet News*, *Union News Daily* and *the West Orange Chronicle*. The class settlement notice shall also be posted on Class Counsel's web site.

7. Any objections to the proposed class settlement, or requests for exclusion from the class, must be submitted to the Clerk, post-marked no later than fourteen prior to the Fairness Hearing scheduled in this matter. Pursuant to R. 4:32-2(e)(C), a formal, public fairness hearing on whether to grant final, binding approval to the proposed class action settlement shall be held on July 10th 2015 (suggested date Friday, _____) at the Middlesex County Court House, Courtroom 203 at 2:00 p.m.

7. Any memoranda of law or other documents in support of final approval of the proposed class settlement, copies of any objections or requests from exclusion that have been submitted to class counsel or defense counsel, and an affidavit attesting that class notice has been distributed in a manner consistent with this Order, must be submitted to the Court no later than 10 days prior to the hearing on final approval.

8. In the event that the proposed settlement as provided in the Settlement Agreement is not granted final approval by the Court, then the Settlement Agreement, and all drafts, negotiations, discussions and documentation related thereto and orders entered by the Court in connection therewith shall become null and void. In such event the Agreement and all negotiations and proceedings related thereto shall be withdrawn without prejudice to the rights of any and all parties thereto, who shall be restored to their respective positions as of the date of the execution of the Agreement.

SO ORDERED:


~~Honorable Barry Weisberg, J.S.C.~~

ANA C. VISCOMI, J.S.C.