

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

### SETTLEMENT AGREEMENT

Plaintiffs Harriet K. Gordon and Neil Raynor (“Plaintiffs”) by and through their counsel, and Defendants Briad Restaurant Group, LLC *d/b/a* The Briad Group, ( “Briad” or “Defendant”) by and through its counsel, hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for the settlement of the Plaintiffs’ and the Settlement Class’s claims herein described against Defendant.

**WHEREAS**, Plaintiffs filed the above-captioned class action against Defendant alleging that Defendant had a uniform policy of replacing the alcohol that was supposed to be in the individual’s actual drink order with liquid(s) which were not what had been ordered, including, but not limited to, a less-expensive brand of liquor in place of the higher-priced (“top shelf”) brand of liquor, rubbing alcohol, dirty water, and/or other unknown liquid(s) in place and/or adulterating the drink(s), without knowledge and/or agreement of the customer.

**WHEREAS**, Plaintiffs have alleged Defendant’s actions alleged in this litigation violate the New Jersey Alcoholic Beverage Control Act (“ABC Act”), N.J.S.A. 33:1-1 et seq. and/or its enabling regulations, which give rise to the claims by Plaintiffs and all others similarly situated under the New Jersey Consumer Fraud Act (“CFA”), N.J.S.A. 56:8-1 et seq., and the New Jersey

Truth-in-Consumer Contract, Warranty and Notice Act (“TCCWNA”), N.J.S.A. 56:12-14 *et seq.*

**WHEREAS**, Defendant denies Plaintiffs’ and the class claims, and any wrongdoing or liability;

**WHEREAS**, Defendant has concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending and potential claims of the Plaintiffs and all members of the Settlement Class relating to claims which were or could have been asserted by Plaintiff and the Class Members in this Litigation, relating to the practices at issue;

**WHEREAS**, Plaintiffs recognize the costs and risks of prosecution of this Litigation, and believes that his interest, and the interest of all Class Members, to resolve this Litigation, and any and all claims against Defendant, are best served by and through the terms contained within this Settlement Agreement;

**WHEREAS**, significant arms-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein;

**WHEREAS**, a Settlement Term Sheet has been entered into between the Parties on or about October 27, 2014 setting forth key terms of the proposed Settlement reached between the Parties and its contents are fully incorporated herein and attached as Exhibit A;

**WHEREAS**, the purpose of this Settlement Agreement is to complete the proposed settlement by setting forth additional necessary terms to bring this matter to a close.

**WHEREAS**, the Plaintiffs and Class Counsel believe that this Settlement Agreement and Settlement Term Sheet offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

**WHEREAS**, this Settlement Agreement is made and entered into by and among Plaintiffs, individually and on behalf of the Settlement Class, and Defendant..

**NOW, THEREFORE**, it is hereby stipulated and agreed, by and between the undersigned Parties as follows:

**I. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Action. “Action” shall mean this above-captioned class action pending before the Superior Court of New Jersey, Law Division, Middlesex County.

B. Class Counsel. “Class Counsel” shall mean DeNittis Osefchen, P.C.

C. Class Members. “Class Members” shall mean the members of the Settlement Class.

D. Class Notice. “Class Notice” shall mean the Court-approved form of notice to Class Members informing them of the (i) preliminary approval of the Settlement; and (ii) scheduling of the Final Approval Hearing. The form of this Notice shall be agreed upon by the Parties be designated as **Exhibit B** and shall be approved by the Court prior to its dissemination.

E. Court. “Court” shall mean the Superior Court of New Jersey, Law Division, Middlesex County.

F. Defendant. “Defendant” shall mean Briad Restaurant Group, LLC *d/b/a* The Briad Group,, as well as its affiliates, predecessors, successors, assigns, directors, officers, agents, attorneys, representatives and employees.

G. Defendant’s Counsel. “Defendant’s Counsel” shall be Ronald L. Israel, Esquire

of Wolff & Samson, P.C., One Boland Drive, West Orange, NJ 07052.

H. Effective Date. “Effective Date” is the date on which this settlement becomes Final within the meaning of Section I.

I. Final. With respect to the Judgment, this Settlement, or to any award of any claims, or any award of attorneys’ fees and expenses (the Fee Award) “Final” means that the time for appeal or writ review has expired or, if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become final. Any proceeding or order or any appeal or petition for review or writ of certiorari pertaining solely to Fee Award or any award of incentive payments to Plaintiffs will not in any way delay or preclude the Judgment from becoming final.

J. Final Approval Hearing and Order. “Final Approval Hearing” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and “Final Approval Order” shall mean the Court order that approves this Settlement Agreement, approves payment of attorneys’ fees and expenses, and makes such other final rulings as are contemplated by this Settlement Agreement.

K. Hard Alcohol. “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.

L. Litigation. “Litigation” shall mean this above-captioned putative class action proceeding pending before the Superior Court of New Jersey, Law Division, Middlesex County.

M. Named Plaintiffs. “Named Plaintiffs” shall mean Harriet K. Gordon and Neil Raynor.

N. Objection Deadline. “Objection Deadline” shall mean the date agreed upon by the Parties or otherwise ordered by the Court for Class Members to object to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

O. Parties. “Parties” shall mean the Named Plaintiffs and the Defendant.

P. Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement, the form of which the parties shall agree upon and designate as **Exhibit C** or a form that is substantially the same form as that approved by the Court.

Q. Released Parties. “Released Parties” shall mean Defendant, its successors, assigns, employees, officers, directors, attorneys, legal representatives, insurers, reinsurers, accountants or auditors, banks, investment banks, underwriters, consultants, and agents. “Released Parties” shall also specifically include Brad Honigfeld, Rick Barbrick and Dave Cahill, who were named defendants in this action but were dismissed without prejudice by Plaintiffs by way of stipulation dated January 5, 2015.

R. Released Claims. “Released Claims” shall mean any and all claims, rights, demands, obligations, controversies, debts, damages, losses, actions, causes of action, and liabilities of any kind or nature whatsoever, whether in law or equity, whether based on federal, state, local, constitutional, statutory, or common law (including, but not limited to, claims sounding in tort, fraud or fraud in the inducement) or contract or any claims for attorneys’ fees or costs) or any other law, whether accrued or unaccrued, fixed or contingent, known or unknown or based on facts known or unknown, that have been or could have been asserted by the Named Plaintiffs or the Settlement Class Members against Defendant arising out of the allegations, transactions,

facts, events, matters, occurrences, acts, representations, or omissions involved in, set forth in, or referred to in the Litigation.

S. Settlement. “Settlement” shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized and provided for in this Settlement Agreement and the Settlement Term Sheet.

T. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement, as well the Settlement Term Sheet and all the exhibits attached hereto.

U. Settlement Class. “Settlement Class” shall mean:

**All persons who purchased a beverage or drink containing hard alcohol as defined in Section I (K) of the Settlement Agreement 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.**

## II. REQUIRED EVENTS

A. Promptly after execution of this Settlement Agreement by all Parties:

1. Class Counsel and Defendant’s Counsel shall take all reasonable and necessary steps, subject to the court’s availability, to obtain entry of the Preliminary Approval Order and to move for the entry of the Final Approval Order.

2. The parties to the Settlement Agreement and Settlement Term Sheet shall jointly move for entry of a Preliminary Approval Order in the same or substantially identical form as that attached hereto as **Exhibit “C”**.

3. The Parties will use their best reasonable efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order.

4. In the event that the Court fails to issue the Preliminary Approval Order or Final Approval Order in all material aspects as those proposed to the Court, this

Settlement Agreement and the Settlement Term Sheet are voidable by the party or parties adversely affected by the Court's reason for its failure to provide approval, except that any failure to approve the Fee Award or Incentive Awards in the amount requested shall not give Plaintiffs the right to void the Settlement Agreement and Settlement Term Sheet.

5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement and Settlement Term Sheet are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement and Settlement Term Sheet, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement, Settlement Term Sheet and the transactions contemplated hereby.

6. Upon the Effective Date, Judgment in this action shall be rendered, subject to the continuing jurisdiction of this Court as provided in Section VII herein.

### **III. SETTLEMENT TERMS**

A. The settlement terms are set forth in full in the Settlement Term Sheet and are fully incorporated herein by reference.

#### **IV. CLAIMS ADMINISTRATION**

A. Defendant, with oversight by Class Counsel, will administer and be responsible for providing the settlement Class Relief to the proposed class as set forth in Paragraph 1 of the Settlement Term Sheet.

#### **V. NOTIFICATION TO CLASS MEMBERS**

A. Notification shall be provided as set forth in Paragraph 2 of the Settlement Term Sheet. The Notice of the Proposed Settlement (“Class Notice”) shall be in the form as attached as Exhibit B. The Class Notice shall be published as set forth in Paragraphs 2(a) and (b) of the Settlement Term Sheet. The weekly and daily publications referenced in the Settlement Term sheet shall be: *Windsor Heights Herald, Middlesex County News, Asbury Park Press, Hazlet News, Union News Daily and the West Orange Chronicle.*

B. Defendant shall also forward to Plaintiffs’ counsel the post final approval advertising described in Paragraph 2(c) of the Settlement Term Sheet at least two (2) weeks prior to publication as described in Paragraph 2(c).

C. Proof of Notice. No later than ten (10) days prior to the Final Approval Hearing, Defendant shall provide an affidavit to the Court, with a copy to Class Counsel, attesting that the Class Notice was published in a manner consistent with the terms of this Settlement Agreement and Settlement Term Sheet.

#### **VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

A. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by the Objection Deadline. Such objections shall state the name, address and telephone number of the person and provide proof of



membership in the Settlement Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement Agreement and Settlement Term Sheet, in accordance with such Class Member's due process rights. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard upon Class Counsel and Defendant's Counsel at the addresses set forth in the Class Notice, by no later than fourteen days prior to the Final Approval Hearing. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

## **VII. DISMISSAL OF ACTION AND JURISDICTION OF COURT**

A. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Litigation and any and all Released Claims against any and all Released Parties.

B. Upon the entry of the Judgment, the Litigation and all of its claims, counterclaims and class claims and causes of action shall be dismissed against all parties with prejudice on the merits.

C. Upon the Effective Date, Named Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all Released Claims against any and all of the Released Parties, and shall file a stipulation of dismissal, with prejudice, as to Defendant, Brad Honigfeld, Rick Barbrick and Dave Cahill dismissing this Action in its entirety with prejudice. Named Plaintiffs and the Settlement Class Members shall forever be enjoined from prosecuting any and all Released Claims against any and all of the Released Parties.

D. Upon the Effective Date, Defendant shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Named Plaintiffs, each and all of the Settlement Class Members, and Lead Counsel from all claims arising out of, relating to, or in connection with the institution, prosecution, defense, assertion, settlement or resolution of the Litigation or the Released Claims.

E. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement and Settlement Term Sheet. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement and Settlement Term Sheet.

**VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS**

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and Settlement Term Sheet and to consummate all of the transactions contemplated hereby. This Settlement Agreement and Settlement Term Sheet have been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes its legal, valid and binding obligation.

B. Defendant's counsel, who are signatories hereof, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and Settlement Term Sheet and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Settlement Agreement and Settlement Term Sheet and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Settlement Agreement and Settlement Term Sheet have been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligation.

**X. MISCELLANEOUS PROVISIONS**

A. All Modifications to Be in Writing. This Settlement Agreement and Settlement Term Sheet, including all exhibits attached hereto, may not be modified or amended except in a writing

signed by all of the Parties.

B. Execution in Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

C. Choice of Law. This Settlement Agreement and Settlement Term Sheet shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

D. Costs. Except as otherwise provided in this Settlement Agreement and Settlement Term Sheet, each party to this Settlement Agreement shall bear his or its own costs of the Litigation.

E. Extensions of Time. The Parties to this Settlement Agreement and Settlement Term Sheet reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

F. All Parties Deemed to be Drafters. The determination of the terms of, and the drafting of, this Settlement Agreement and Settlement Term Sheet, including its exhibits, have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement and Settlement Term Sheet were drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among

the Parties to this Settlement Agreement.

G. Incorporation of Exhibits. All of the Exhibits of this Settlement Agreement and the Settlement Term Sheet are material and integral parts hereof, and are fully incorporated herein by reference. This Settlement Agreement, Settlement Term Sheet and the Exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

H. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved shall be submitted to the Court.

I. Notices to Counsel. All notices to the Parties of counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses:

If to Plaintiff or Class Counsel:

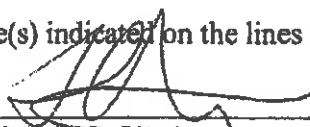
Stephen P. DeNittis, Esquire  
Joseph Osefchen, Esquire  
DeNittis Osefchen, P.C.  
5 Greentree Centre  
525 Route 73 North, Suite 410  
Marlton, New Jersey 08053  
856-797-9951 (phone)  
856-797-9978 (fax)  
sdenittis@denittislaw.com

If to Defendant or Defendant's Counsel:

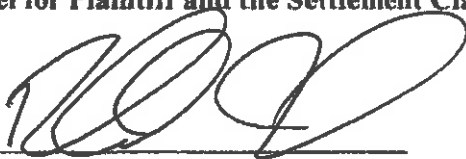
Ronald L. Israel, Esq.  
Wolff & Samson, PC  
One Boland Drive  
West Orange, NJ 07052  
risrael@wolffsamson.com

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 2-11 - , 2015

  
\_\_\_\_\_  
Stephen P. DeNittis  
Counsel for Plaintiff and the Settlement Class

Dated: 2-11 , 2015

  
\_\_\_\_\_  
Ronald L. Israel  
Counsel for Defendant, Brad Honigfeld,  
Rick Barbrick and Dave Cahill

# Exhibit A

## SETTLEMENT TERM SHEET

*Harriet K. Gordon, et al. vs. Briad Restaurant Group, Inc., et al.*  
Docket No. MID-L-5882-13

This matter, having been the subject of mediation on May 20, 2014, before the Hon. Stephen M. Orlofsky, and the Parties and Counsel having thereafter agreed to resolve this matter amicably, the Parties and Counsel hereby stipulate and agree to settle this matter subject to the following principal settlement terms. Subsequent to the execution of this Settlement Term Sheet class counsel will circulate a comprehensive class action settlement agreement settling forth additional terms for administrating the Settlement.

1. Class Relief. This matter will resolve via a fluid recovery class settlement pursuant to the provisions of R. 4:32-2(c) which permits the certification of a fluid class. The settlement class shall be defined as 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 includes 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.

In order to resolve the class claims the Defendants shall for five consecutive days beginning on a Sunday and ending on a Thursday, at all eight of the TGI Friday's referenced above sell all hard alcohol beverages at a two dollar discount off the standard menu price for each such drink at all hours that each of the TGI Friday's are open (except for a previously established Happy Hour). There shall be two different five day periods of \$2 discounted drinks with four of the aforementioned eight restaurants providing the \$2 discounted drinks in each of the two five day periods. The parties shall agree on which four TGI Fridays will be in each group. The parties shall further agree on the exact dates of each of the two five day periods and which group of four will be in each period prior to preliminary approval of the settlement. The two five day periods and which TGI Friday's restaurants will be in each group shall specifically be provided in the initial Notice.

Defendants shall not adjust the prices of hard alcohol beverages in response to the five-day periods mentioned above. Specifically, Defendants shall not increase the price of any hard alcohol beverage sold at any of the eight TGI Friday's restaurants mentioned herein from the period beginning thirty (30) days prior to the two five-day periods and for at least thirty (30) days after the conclusion of the two five-day periods.

2. Notice. No later than beginning fourteen (14) days after entry of the Preliminary Approval Order, Defendants shall provide the class with notice of the proposed settlement. The class notice shall comply with the requirement of New Jersey Court Rules on class actions, constitutional due process and shall include the information concerning the terms class settlement a set forth above. Notice will be provided as follows:



a. Publication. The Publication Notice shall include publication in the Star Ledger, and appropriate daily and weekly newspapers in the counties where the eight TGI Friday's restaurants are located.

b. Settlement Website. A Settlement Website shall be established and maintained. The website shall remain active from beginning no later than five days after preliminary approval until 30 days after the last five day settlement period ends. The website shall at least contain the long form notice, all settlement documents, all court orders, and all settlement deadlines. The Settlement Website shall be updated as necessary throughout the settlement period.

c. Notice of the two - five day \$2 discount settlement periods after Final Approval. The post final approval advertising plan of each of the two \$2 settlement discount periods shall include publication advertising and website advertising similar to that as established though (a) and (b) above with regard to the initial Notice. In addition, a copy of the publication advertising for the five day \$2 discount shall be posted in the foyer and at the bar area in each of the eight affected TGI Friday's beginning fourteen (14) days before the commencement of the five-day discount period for the TGI Friday's in question and terminating at the end of that five-day discount period.

3. Incentive Award to Plaintiffs. Subject to Court approval, Defendants agree to pay of the two named plaintiffs in this action – Harriet K. Gordon and Neil Raynor, and the named plaintiffs in the two other pending actions; i.e. Todd Tarczynski, Ross Weinberg (in *Todd Tarczynski, et al. v. Briad Restaurant Group, et al.* Docket No. MID-L-3825-13), and Ashley M. Wroblewski and Joshua Solomon (in *Ashley M. Wroblewski, et al. v. Briad Restaurant Group, LLC, et al.* Docket No. MID-L-3706-13) – an incentive award in the amount of Two Thousand Dollars (\$2,000) which will be paid within 10 days after the Final Settlement Date (as defined herein). In consideration therefore, and as coordinated by Plaintiffs' counsel, Messrs. Tarczynski, Weinberg, and Solomon, and Ms. Wroblewski will each execute separate settlement agreements with Defendants with releases in accord with paragraph 7 herein and dismissal of their respective lawsuits with prejudice.

4. Counsel's Fees and Costs. Defendants, subject to court approval agree to pay Plaintiffs' counsel fees and costs, and not to oppose any fee application up to \$300,000, to be paid in 15 equal monthly payments of \$20,000 each. The \$300,000 payment shall cover all fees and costs for any attorney who has participated as counsel for any of the six plaintiffs in any pending action, for all services, including the finalization and monitoring of the Settlement.

Defendants shall make the first installment payment no later than 10 days of the Final Approval Date. The 14 subsequent monthly payments shall be made on the same day of the month as the first installment. If that day falls on a weekend or holiday, payment will be due on the previous business day.

The payment of \$300,000 does not include any time spent resolving any breach of the settlement by any of the Defendants. In the event of any litigation arising from an alleged breach of the settlement, the prevailing party shall be entitled to recover from the non-prevailing party

all reasonable costs incurred including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation.

In consideration therefore, and as coordinated by Plaintiffs' counsel, Aaron Mizrahi, Esq., Bruce Greenberg, Esq., Daniel Lapinski, Esq. and Andrew Wolf, Esq. on behalf of themselves and their respective law firms will each provide a writing to Defendants assuring them that they will not seek any attorneys' fees or costs from Defendants and that any compensation they may receive will come out of the \$300,000 identified in paragraph #3 above pursuant to a separate agreement with Plaintiffs' counsel.

5. Class Administration Costs. Plaintiffs shall bear the cost and expense of establishing and maintaining the Website set forth in Paragraph 2(b). Defendants shall bear the cost and expense of the Publication Notice and In Store Notice as identified in Paragraph 2(a) (c) and (d), above, and the retention of a Settlement Administrator for the estimated administrative fee of approximately \$2,500.

6. Litigation Expenses. Except as otherwise provided in the settlement, each party hereto shall bear his, her or its own litigation expenses.

7. Releases. On the Final Approval Date, all Parties including the Plaintiffs in *Todd Tarczynski, et al. v. Briad Restaurant Group, et al.* Docket No. MID-L-3825-13 and *Ashley M. Wroblewski, et al. v. Briad Restaurant Group, LLC, et al.* Docket No. MID-L-3706-13 fully, finally and forever release, relinquish and discharge any and all actual or potential claims, whether known or unknown, contingent or non-contingent, claimed or unclaimed, in law or equity, including but not limited to, any and all attorneys' fees, costs, punitive or exemplary damages, fines or penalties which arise out of or are in any way related to the subject matter of the class actions and as set forth herein above.

8. Non-Disparagement. Plaintiffs and Plaintiffs' Counsel agree they shall not disparage Defendants. Defendants and Defendants' Counsel agree that they shall not disparage Plaintiffs.

Should a Party or Counsel be contacted by a member of the press, they may state that the matter was resolved amicably between the Parties and that "It is a good settlement for all parties." No further comment shall be made to the press.

9. Dismissal. The Parties agree that the individual Defendants (Brad Honigfeld, Rick Barbrick and Dave Cahill) shall be dismissed from this matter without prejudice upon execution of this Settlement Term Sheet. The proposed Final Approval Order shall contain a provision dismissing Briad, Brad Honigfeld, Rick Barbrick and Dave Cahill with prejudice.

10. As referred herein, the Final Settlement Date shall refer to the date on which either of the following events occurs: (a) if no objection is properly made and filed the Final Approval Date shall be the date the Final Approval Order is entered; or (b) if a proper objection is made and filed, the Final Approval Date shall be the date on which all appeals have been finally disposed of including the date upon which the ability to file an appeal has passed.

11. Approvals. The form of any notice, website, or other material required by this Settlement, that uses TGI Friday's name or logo, is subject to TGI Friday's corporate approval proving any such approval is timely requested and provided.

12. Settlement Agreement. The parties acknowledge that this is a Term Sheet and that a comprehensive Class Action Settlement Agreement will be executed between the parties subsequent to the execution of this Term Sheet.

13. The Parties agree that Harriet K. Gordon and Neil Raynor shall be appointed as the class representatives and that the attorneys of the law firm of DeNittis Osefchen, shall be appointed as Class Counsel.

14. Any person who signs this agreement represents that they have the authority to sign the agreement on behalf of the party or parties on whose behalf they are signing.

15. Conditions. The terms and usage of the Two Dollar discount are subject to the approval of the New Jersey Division of Alcoholic Beverage Control.

Agreed to by and between:

\_\_\_\_\_  
HARRIET K. GORDON

  
\_\_\_\_\_  
NEIL RAYNOR

\_\_\_\_\_  
BRAD HONIGFELD

\_\_\_\_\_  
RICK BARBRICK

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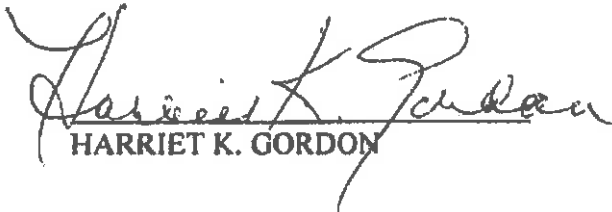
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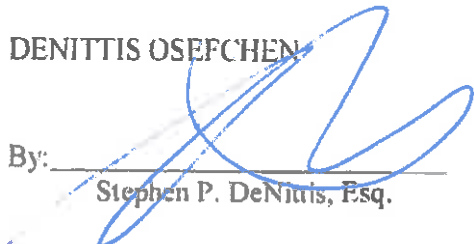
  
HARRIET K. GORDON

\_\_\_\_\_  
NEIL RAYNOR

\_\_\_\_\_  
BRAD HONIGFELD

\_\_\_\_\_  
RICK BARBRICK

\_\_\_\_\_  
DAVE CAHILL

DENITTIS OSEFCHEN  
By:   
\_\_\_\_\_  
Stephen P. DeNittis, Esq.

WOLFF & SAMSON PC  
By: \_\_\_\_\_  
Ronald I. Israel, Esq.

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NEIL RAYNOR

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BRAD HONIGFELD

  
\_\_\_\_\_  
RICK BARBRICK

  
\_\_\_\_\_  
DAVE CAHILL

DENITTIS OSEFCHEN

By: \_\_\_\_\_  
Stephen P. DeNittis, Esq.

WOLFF & SAMSON PC  
  
By: \_\_\_\_\_  
Ronald L. Israel, Esq.

# Exhibit B



## LEGAL NOTICE

**IF YOU PURCHASED A BEVERAGE CONTAINING HARD ALCOHOL FROM A TGI FRIDAY'S RESTAURANT LOCATED IN WEST ORANGE, EAST WINDSOR, OLD BRIDGE, PISCATAWAY, FREEHOLD, MARLBORO, HAZLET OR LINDEN, NEW JERSEY, BETWEEN JANUARY 1, 2013 AND DECEMBER 31, 2013, YOUR RIGHTS MAY BE AFFECTED BY A PROPOSED CLASS ACTION SETTLEMENT**

**WHAT IS THIS NOTICE ABOUT?** A proposed class action lawsuit encaptioned Harriet K. Gordon and Neil Raynor v. Briad Restaurant Group Inc. et al, Docket No. MID-L-5882-13 was filed in the Superior Court of New Jersey, Middlesex County on behalf of all persons who purchased beverages containing hard alcohol at one of the eight TGI Friday's restaurants listed above between January 1, 2013 and December 31, 2013. The complaint alleges that the owner of the eight TGI Friday's restaurants listed above had a policy of replacing the hard alcohol that was supposed to be in the individual's drink order with liquid(s) which were not what had been ordered, including, but not limited to, a less-expensive brand of liquor in place of the higher-priced ("top shelf") brand of liquor, without knowledge and/or agreement of customers. The defendant denies any wrongdoing and denies the claims and allegations asserted in the lawsuit. The court has not ruled on the merits of the plaintiffs' claims and has made no determination of violations or liability against the defendant. The parties nevertheless have agreed to settle the lawsuit.

**WHY SHOULD I READ THIS NOTICE?** You may be a member of the proposed Class. This is a proposed class action lawsuit that the parties have proposed to settle. If the proposed settlement is approved by the Court, your legal rights may be affected. This notice describes what the lawsuit is about, explains the terms of the proposed settlement, tells you who would be covered and what legal claims would be resolved by the settlement if the Court approves it, and explains how individuals can obtain benefits under the settlement.

**AM I COVERED BY THIS CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT?** You are a member of the proposed Class if you purchased one or more beverages 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. The term "hard alcohol" excludes drinks that consist solely of beer or wine.

**WHAT ARE THE TERMS OF THE SETTLEMENT?** The parties have agreed that each of the eight TGI Friday's restaurants listed above shall offer a \$2 discount off the regular menu price of all alcoholic beverages (excluding beer and wine) for a five day period. Specifically, the TGI Friday's restaurants at \*\*\*\* shall offer this \$2 discount from \*\*\* to \*\*\* and the TGI Friday's

restaurants shall offer this \$2 discount from \*\*\*\* to \*\*\*\*. The defendant has also agreed to pay an incentive award to each of the two named plaintiffs of up to \$2000 and attorney's fees and litigation expenses of up to \$300,000, subject to court approval.

The foregoing is a summary of the basic settlement terms. The full settlement is set forth in a Settlement Agreement that can be viewed at "www.\*\*\*\*."

### **WHAT ARE MY RIGHTS?**

You may also file a motion with the Court for permission to intervene in this lawsuit if you wish. You do not have to intervene. If you do not intervene in this case, your interests will be represented by class counsel.

You may object to the proposed settlement if you wish. Any objection should contain the name of this lawsuit; your full name, current address and telephone number; your signature; and the specific reason(s) for your objection. Any objection to the settlement must be in writing, and sent to the following addresses, postmarked no later than \_\_\_\_\_:

Stephen P. DeNittis, Esquire  
DeNittis Osefchen, P.C.  
5 Greentree Centre  
525 Route 73 North, Suite 410  
Marlton, New Jersey 08053

Ronald L. Israel, Esq.  
Wolff & Samson, PC.  
One Boland Drive  
West Orange, NJ 07052

### **HEARING ON FINAL APPROVAL**

On \_\_\_\_\_, at \_\_\_\_\_ p.m., the Superior Court of New Jersey, Law Division, Middlesex County, the Honorable \_\_\_\_\_, J.S.C., Middlesex County Courthouse, New Brunswick, New Jersey \_\_\_\_\_, will hold a public hearing to determine whether the proposed settlement is fair, adequate, and reasonable and should be approved. Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval. Class members who object to the proposed settlement are not required to attend the settlement hearing. If you want to be heard orally in opposition to the settlement, either personally or through counsel, you must indicate your intention to appear at the hearing in your written objection.

**HOW DO I GET MORE INFORMATION?** Further information about the settlement can be obtained by visiting the following website address: [www.\\*\\*\\*\\*\\*](http://www.*****) or by calling DeNittis Osefchen P.C. at 856-797-9951.

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANT OR ANY OF THEIR AGENTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

Dated: \_\_\_\_\_, 2014

# Exhibit 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      day of \_\_\_\_\_ 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 \_\_\_\_\_, 2015 (suggested date Friday, \_\_\_\_\_) at the Middlesex County Court House, Courtroom \_\_\_\_\_ at \_\_\_\_\_.

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:

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Honorable Barry Weisberg, J.S.C.