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11 Attorneys for Plaintiffs and Petitioners

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF SACRAMENTO

15 GORDON D. SCHABER COURTHOUSE

16 LUCKY CHANCES, INC.; V C CARDROOM,
INC.; HALCYON GAMING, LLC; PACIFIC
17 GAMING SERVICES, LLC; BJ GAMING,
LLC; FORTUNE PLAYERS GROUP, INC.;
18 GOLD GAMING CONSULTANTS, INC.;
CERTIFIED PLAYERS, INC.; LE GAMING,
19 INC.; and RHINO GAMING INC., on their
own behalf and on behalf of those similarly
20 situated,

21 Plaintiffs and Petitioners,

22 vs.

23 THE STATE OF CALIFORNIA;
CALIFORNIA GAMBLING CONTROL
24 COMMISSION; BUREAU OF GAMBLING
CONTROL, A DIVISION OF THE
25 CALIFORNIA DEPARTMENT OF JUSTICE;
FIONA MA, in her official capacity as the State
26 Treasurer; and DOES 1 through 20, Inclusive,

27 Defendants and Respondents.
28

FILED
Superior Court of California
County of Sacramento
09/22/2025
V. Aleman, Deputy

Case No. 34-2020-80003510-CU-MW-GDS

Judge: Hon. Lauri A. Damrell
Dept: 22

**PROPOSED ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Action Filed: May 12, 2020
Trial Date: TBD

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1 This action is pending as a putative class action (the “Action”). Plaintiffs Lucky Chances,
2 Inc., V C Cardroom, Inc., Halcyon Gaming, LLC, Pacific Gaming Services, LLC, BJ Gaming,
3 LLC, Fortune Players Group, Inc., Gold Gaming Consultants, Inc., Certified Players, Inc., LE
4 Gaming Inc., and Rhino Gaming Inc. (together, “Named Plaintiffs”) seek class action relief
5 against Defendants California Gambling Control Commission (“Commission”), the Bureau of
6 Gambling Control (a Division of the California Department of Justice) (“Bureau”), the State of
7 California (“State”), and Fiona Ma, in her official capacity as the State Treasurer (“Treasurer”).

8 Through an unopposed motion pursuant to California Rules of Court, Rule 3.769(c),
9 Named Plaintiffs moved for an order preliminarily approving the settlement of the Action in
10 accordance with the Amended Class Action Settlement Agreement and Release (“Agreement”)
11 attached to this Order as Exhibit A, and its respective exhibits, including (a) the Notice of
12 Settlement attached to the Agreement as Exhibit 2, (b) the Claims Form attached to the Settlement
13 as Exhibit 3, (c) the Notice for Publication attached to the Agreement as Exhibit 4, and (d) the
14 Plan for Notice of Settlement attached to the Agreement as Exhibit 5. The Court, having
15 examined and considered the Agreement and its exhibits, NOW HEREBY ORDERS:

16 1. Unless otherwise noted, capitalized terms in this Order will have the definitions
17 stated in the Agreement.

18 2. The Court GRANTS preliminary approval of the Agreement and Settlement and
19 finds the Settlement terms (including the Settlement Amount of \$43,300,000.00) to be within the
20 range of reasonableness of a settlement that ultimately could be granted final approval by the
21 Court at the Final Approval Hearing.

22 3. The Court provisionally certifies the Class for settlement purposes. For the
23 purposes of the Settlement, the Class is defined as “all persons in California licensed or registered
24 at any time during the Class Period by or through the Commission as Cardrooms or Proposition
25 Player Providers who paid Regulatory Fees as a Cardroom or Proposition Player Provider during
26 the Class Period.”¹ “Class Period” means the period January 1, 2005 until May 12, 2020.

27 _____
28 ¹ “Persons” are not limited to natural persons, but include individuals, corporations,
partnerships, limited liability partnerships, limited liability companies, firms, associations, or other
entities.

1 “Cardrooms” means non-tribal cardroom gambling establishments in the State of California
2 licensed by or registered with the Commission. “Proposition Player Providers” means third party
3 providers of proposition player services to Cardrooms in the State of California licensed by or
4 registered with the Commission. “Regulatory Fees” means the regulatory fees that are the subject
5 of the Action, namely the annual fees that Class Members were required to pay during the Class
6 Period pursuant to Business and Professions Code section 19951, subdivisions (c) and (d) (as to
7 Cardrooms), or pursuant to Business and Professions Code section 19984, subdivision (c) (as to
8 Proposition Player Providers) as those statutes were in effect during the Class Period.

9 4. The Court designates Named Plaintiffs as class representatives.

10 5. The Court designates (a) David P. Lanferman, Esq., Lucas K. Hori, Esq. and
11 Steven Goon, Esq. of Rutan & Tucker, LLP, and (b) Jarhett Blonien, Esq. and Danielle Guard,
12 Esq. of J. Blonien, APLC as class counsel.

13 6. The Court designates Epiq as third-party Administrator retained to administer the
14 Settlement, including providing Notice of Settlement, overseeing the claims process (including
15 addressing any conflicts that may arise between different claims that are presented on behalf of the
16 same Class Member), managing distributions to the Class Members, and performing other tasks
17 provided for in the Agreement.

18 7. The Court approves, as to form and content, (a) the Notice of Settlement attached
19 to the Agreement as Exhibit 2, (b) the Claims Form attached to the Agreement as Exhibit 3, and
20 (c) the Notice for Publication attached to the Agreement as Exhibit 4.

21 8. The Court approves the plan for Notice of Settlement attached to the Agreement as
22 Exhibit 5.

23 9. The Court finds the proposed form and method of notice to the Class regarding the
24 pendency of this litigation and of the Settlement, and the methods of giving notice to the Class,
25 constitute the best notice practicable under the circumstances, and constitute valid, due, and
26 sufficient notice to the Class. The proposed form and method of giving notice complies with the
27 requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,

1 and other applicable law.

2 10. The Court approves the procedures for Class Members to opt out of or object to the
3 Settlement, as set forth in the Notice. The procedures and requirements for filing objections in
4 connection with the Final Approval Hearing are intended to ensure the efficient administration of
5 justice and the orderly presentation of any Class Member's objection to the Settlement, in
6 accordance with the due process rights of all Class Members.

7 11. The Court directs the Administrator to mail the Notice of Settlement to the Class in
8 accordance with the terms of the Agreement. As described in the Agreement, Class Members will
9 have sixty (60) calendar dates following the transmission of the Notice of Settlement to opt out of,
10 or object to, the Settlement.

11 12. A Final Approval Hearing is scheduled in Department 22 of this Court, located at
12 720 9th Street Sacramento, CA 95814 on a date at least two-hundred-fifteen (215) days from the
13 date of this Order of

14 ~~of the Court~~ _____ . A hearing on
15 Named Plaintiffs' anticipated motion for Attorneys' Fees and Costs and Service Awards is set in
16 Department 22 at the same time on that date.

17 13. On that date, the Court will address Named Plaintiffs' anticipated requests that the
18 Court (a) rule on the merits of any objections to the Settlement; (b) give final approval to the terms
19 of this Agreement and Settlement as fair, just, adequate, equitable, reasonable and in the best
20 interests of the Class; (c) certify the Settlement Class; (d) identify Class Members who opted out
21 of the Settlement and are therefore excluded from the Settlement Class; (e) provide for the orderly
22 performance and enforcement of the terms and conditions of the Agreement, including the Parties'
23 joint obligation to promptly perform the Agreement; (f) award Attorneys' Fees and Costs;
24 (g) approve Service Awards; (h) grant Final Approval and enter Final Judgment; (i) dismiss the
25 State and Treasurer from the Action with prejudice, such dismissal having no effect on the
26 obligations of Defendants under this Agreement; (j) discharge the released parties of and from all
27 further liability for the released claims as set forth in the Agreement; and (k) include additional
28 provisions as the Court may direct that are not inconsistent with the Agreement.

1 14. Counsel for the parties shall file memoranda, declarations, or other statements and
 2 materials in support of the above-enumerated requests for final approval according to the time
 3 limits set by the Code of Civil Procedure and the California Rules of Court.

4 15. An intended implementation schedule is below. To the extent that this schedule
 5 conflicts with or is any way inconsistent with the Settlement's terms, the Settlement's terms shall
 6 control:

7 Notice Date.	Within 30 days of Preliminary Approval.
8 Date of sending Claims Form.	Within 30 days of Preliminary Approval.
9 Objection Deadline.	60 days after Notice Date.
10 Initial Opt-Out Deadline.	60 days after Notice Date.
11 Claims Deadline.	60 days after Notice Date.
12 Deadline for Administrator to provide initial list of opt-outs	5 days after Initial Opt-Out Deadline.
13 Deadline for Administrator to provide objections to counsel.	5 days after Objection Deadline.
14 Deadline to file objections with Court.	15 days after Objection Deadline.
15 Deadline to withdraw request for exclusion	14 days after Administrator provides counsel initial list of opt outs (the "Final Opt-out Deadline").
17 Deadline for Administrator to provide final list of opt-outs	5 days after expiration of 14-day period after Administrator provides initial list of opt outs (i.e., Final Opt-out Deadline), for an outside total of 24 days after Initial Opt-out Deadline.
19 Deadline for the State to withdraw from Settlement based on opt-outs	30 days after receipt of final list of opt-outs, for a total of 54 days after Initial Opt-out Deadline.
21 Deadline to file proof of Notice of Settlement with Court.	15 days after Final Opt-Out Deadline.
23 Deadline for Claimants to provide additional information for Claims Form.	30 days after Claims Deadline.
25 Deadline for Administrator to provide final list of Class Members and amounts of Valid Claims.	45 days after Final Opt-out Deadline
27 Deadline to file motion for Final Approval.	16 court days before Final Approval Hearing.

1	Deadline to file motion for Attorneys' Fees and Costs / Service Awards.	16 court days before hearing on motion for Attorneys' Fees and Costs / Service Awards.
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3	Final Approval Hearing.	As set by Court, at least 215 days after Preliminary Approval.
4	Motion for Attorneys' Fees and Costs.	As set by Court, at least 215 days after Preliminary Approval.
5	Effective Date.	Entry of Final Approval and Final Judgment (if no objections filed), or at expiration of appellate rights.
6		
7	Funding Date.	10 days after Effective Date.
8	Payment of Attorneys' Fees and Costs.	15 days after Funding Date.
9	Payment of Service Awards.	15 days after Funding Date.
10	Payment of Administrative Costs	15 days after Funding Date
11	Payment of Valid Claims.	15 days after Funding Date.
12	Expiration of settlement checks.	180 days after issuance of checks.

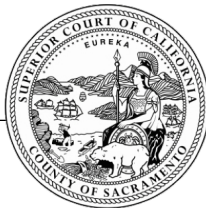
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16. Pursuant to the Settlement's terms, all proceedings in this litigation, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

17. Counsel for the parties are authorized to use all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 09/22/2025



Honorable Lauri A. Damrell
Superior Court for the State of California
County of Sacramento