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12
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

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

Judge: Lauri A. Damrell

Dept: 22

**SECOND JOINT STIPULATION RE:
AMENDMENT TO CLASS
ADMINISTRATION DEADLINES AND
CONTINUANCE OF FINAL APPROVAL
HEARING**

Action Filed:

May 12, 2020

Trial Date:

TBD

1 Plaintiffs Lucky Chances, Inc., V C Cardroom Inc., Halcyon Gaming, LLC, Pacific Gaming
2 Services, LLC, BJ Gaming, LLC, Fortune Players Group, Inc., Gold Gaming Consultants, Inc.,
3 Certified Players, Inc., L.E. Gaming, Inc., and Rhino Gaming Inc. (“Plaintiffs”) and Defendants
4 Bureau of Gambling Control, California Gambling Control Commission, the State of California,
5 and the State Treasurer (“Defendants,” and together, the “Parties”), by and through their respective
6 attorneys of record, respectfully submit the following Second Joint Stipulation and [Proposed] Order
7 Regarding Amendment to Class Administration Deadlines and Continuance of Final Approval
8 Hearing:

9 1. Through this Stipulation, and as described further below, the Parties agree to further
10 amendments to the class administration deadlines based on developments occurring after
11 preliminary approval of the Parties’ class action settlement. This Stipulation was discussed and
12 considered with the class administrator Epiq Class Action & Claims Solutions, Inc.
13 (“Administrator”), which has now received class member information, created notice databases, and
14 is prepared to provide notice in accordance with the schedule below.

15 ***Prior Proceedings***

16 2. On August 11, 2025, Plaintiffs filed their unopposed Amended Motion for
17 Preliminary Approval of Class Settlement requesting the Court approve the Parties’ Class Action
18 Settlement Agreement and Release (the “Settlement”) and set certain class administration deadlines.

19 3. On September 5, 2025, the Parties appeared for a hearing on the preliminary approval
20 motion. At the hearing, the Court requested limited amendments to the Settlement. The Parties and
21 the Court also discussed, among other things, the class administration deadlines and the Parties
22 indicated certain issues might arise which may result in the need to request, by joint stipulation,
23 adjustments concerning the class administration deadlines.

24 4. On September 22, 2025, based on amendments to the Settlement, the Court issued
25 its Order granting Plaintiffs’ Preliminary Approval Motion (the “Preliminary Approval Order”).
26 Paragraph 12 of the Preliminary Approval Order set the Final Approval Hearing for April 24, 2026.
27 Paragraph 15 of the Preliminary Approval Order set class administration deadlines, which began to
28 run from the date of preliminary approval, i.e., September 22, 2025.

1 5. The first class administration deadline after the Preliminary Approval Order is the
2 deadline for providing class notice and claims forms to class members who are to be identified by
3 Defendants in the “Class List” (as that term is defined by the Settlement).¹ Per the Settlement, the
4 Class List was also to include class information, including the amount of fee revenues paid by given
5 class members.

6 6. Pursuant to the Preliminary Approval Order, class notice was to be sent 30 days from
7 September 22, 2025. Based on the Preliminary Approval Order, all remaining class administration
8 deadlines—which the exception of the Final Approval Hearing—ran from the initial date that class
9 notice is provided.

10 7. Before the preliminary approval hearing, Defendants had provided a document
11 presented as the “Class List.” Following issuance of the Preliminary Approval Order and Plaintiffs’
12 analysis of this document, the Parties met and conferred since the Preliminary Approval Order via
13 e-mails, telephone conversations, and video conferences, and determined certain information in the
14 Class List was incomplete and/or required revision to effectuate the terms of the Settlement and to
15 provide “the best notice practicable under the circumstances and constitute valid, due, and sufficient
16 notice” to the class members, consistent with the Preliminary Approval Order. (Preliminary
17 Approval Order, at p. 3:25-26.)

18 8. To that end, the Parties undertook to explore additional data and information to
19 complete the Class List. As a result of these extensive meet and confer efforts, the Class List was
20 improved and revised, but given the length of time regarding the Parties’ efforts to complete the
21 Class List to effectuate proper notice, compliance with the original notice deadline (i.e., 30 days
22 after the Preliminary Approval Order) became impracticable. Thus, on December 24, 2025, the
23 Parties submitted a Joint Stipulation and [Proposed] Order to extend the deadline to provide class
24 notice and, consequently, the deadlines that flowed therefrom, as well as a continuance of the Final
25 Approval Hearing. The Court granted the Parties’ Joint Stipulation on January 14, 2026, and
26 extended the deadline to provide class notice to February 20, 2026 (and the dates thus affected
27 thereby), and set the Final Approval Hearing for October 2, 2026.

28 _____
¹ Unless otherwise indicated, defined terms have the meaning given to them in the Settlement.

Efforts to Complete Class List

1
2 9. Since this January 2026 stipulation, the Parties have engaged in best efforts to begin
3 class administration. Following the Court’s entry of the Parties’ January 2026, Joint Stipulation and
4 Order, a number of additional issues arose concerning the Class List that required further and
5 extensive meet and confer efforts and data gathering. Among other things, these issues addressed
6 complications concerning how notice would be provided to formerly operating entities that are no
7 longer in operation. In light of these exchanges, the Parties did not agree on a final Class List that
8 could be transmitted to the Administrator until February 9, 2026.

9 10. Following the Administrator’s receipt of the final Class List, the Administrator was
10 required to ingest the data and develop its databases, as well as flag potential data for which it had
11 questions or needed further information or clarification. On March 6, 2026, the class Administrator
12 provided counsel for the Parties with a list of questions concerning the Class List. Counsel for the
13 Parties responded with that requested information by March 13, 2026. On March 17, 2026, the
14 Administrator confirmed it had analyzed the Class List data and had no further questions regarding
15 the Class List data.

16 11. Given the unexpected length of time regarding the Parties’ efforts to complete the
17 Class List to effectuate proper notice, as well as the time required for the Administrator to ingest
18 data, develop its databases, and obtain answers and clarification to its questions, compliance with
19 the extended deadline (i.e., February 20, 2026) became impracticable. The Parties have thus
20 determined and agreed, in good faith, the deadline for sending class notice and claims forms should
21 be extended to until May 1, 2026.

22 12. The Administrator has received the Class List and has compiled its notice databases,
23 and confirmed that it will be prepared to send class notice and claims forms by this deadline of May
24 1, 2026.

25 13. Additionally, based on the continuance of the class notice deadline, the Parties also
26 request a continuance of the Final Approval hearing until a date at least 215 days after the notice
27 date, on or after December 2, 2026.

28

1 14. Furthermore, two potential issues with class administration have been raised by the
2 Administrator which the Parties believe require modification to the class administration schedule:

3 a. The Administrator has explained that, based on its expertise and experience,
4 deadlines relating to physical mail may be impacted by up to 15 days because of issues with the
5 mailing system that cannot be controlled. Thus, with respect to any deadlines running from
6 Administrator's receipt of mailed materials, the Administrator recommended adding at least 15 days
7 to deadlines in the current schedule to allow time for the Administrator's processes.

8 b. Furthermore, the Administrator also suggested a revised process by which
9 Class Members and Claimants may be provided an opportunity to cure Claim Forms which are
10 incomplete or missing information when the Administrator determines a cure can reasonably be
11 made (e.g., a missing signature). Settlement provisions pertaining to this proposed process revision
12 include:

13 If a Class Member timely returns a Claim Form that is signed
14 under penalty of perjury by a valid representative but is
15 otherwise incomplete or illegible, that Class Member will not
16 be barred from receiving proceeds in the Settlement, provided
17 that the Administrator shall request that the Class Member
provide any information omitted from the Claim Form and the
Class Member shall provide information reasonably requested
[to] make determinations concerning the Claim Form.

18 (Settlement, § XIV.2.)

19
20 If a Claimant indicates on a Claim Form that it actually paid an
21 amount of Regulatory Fees greater than the amount of
22 Regulatory Fees paid by the Claimant as stated in the Class List
23 (and as printed on the issued Claim Form), the Claimant must
24 submit with the Claim Form conclusive documentary evidence
25 that the Claimant paid the amount of Regulatory Fees asserted
26 by the Claimant in the Claim Form. ("Conclusive documentary
27 evidence" requires conclusive evidence as to the amount of the
28 payment, the purpose of the payment, and the entity on whose
behalf the payment was made.) If such evidence is not
submitted with the Claim Form, then Administrator shall
request that the Claimant provide such evidence within thirty
(30) days of Administrator's receipt of the Claim Form. If the
Claimant timely submits conclusive documentary evidence
supporting the amount of Regulatory Fees claimed by the

1 Claimant, then Administrator shall deem the Claim a Valid
2 Claim in the amount Claimant asserts it actually paid. If the
3 Class Member fails to timely respond or fails to timely provide
4 conclusive evidence of having paid the amount of Regulatory
5 Fees claimed by the Claimant, then Administrator shall deem
6 the Claim a Valid Claim, but the Claimant will be deemed to
7 have paid the amount as stated in the Class List (and as printed
8 on the issued Claim Form). The amount of the Claim will be
9 the amount of Regulatory Fees paid by the Claimant as stated
10 in the Class List (and as printed on the issued Claim Form).

11 (Settlement, § XIV.7.iv.) The Parties have conferred and agreed: (1) to allow a Class Member the
12 opportunity to correct an unsigned Claim Form that is otherwise timely returned; (2) to formalize
13 the process for curing an unsigned or otherwise incomplete or illegible Claim Form; and (3) to
14 revise and formalize the process for providing missing or incomplete “conclusive documentary
15 evidence” as to the amount of Regulatory Fees paid when a Claimant indicates that it paid an
16 amount of Regulatory Fees greater than the amount as printed on Claim Form. The Parties have
17 agreed to the following processes:²

18 i. With respect to any Claim Form the Administrator determines is
19 erroneously unsigned, incomplete, illegible, or missing information, which may reasonably be
20 provided, the Administrator will prepare and send a written notice of defect (the “Notice of Defect”)
21 no later than thirty (30) days after the Claims Deadline, identifying the issue and indicating the Class
22 Member must provide additional information to cure the defect(s) within thirty (30) days after the
23 Notice of Defect was postmarked. Class Members will have thirty (30) days from the date the
24 Notice of Defect is postmarked to postmark a response to the Administrator.

25 ii. With respect to any Claim Form that indicates the Claimant paid an
26 amount of Regulatory Fees greater than the amount as printed on Claim Form, but fails to provide
27 sufficient “conclusive documentary evidence” as to the amount of Regulatory Fees paid under
28 Section XIV.7.iv of the Settlement, the Administrator will prepare and send a written request for

29 _____
30 ² To the extent these terms could be construed as an amendment to the Settlement, Section XXIV
31 of the Settlement provides, “This Agreement may not be amended or modified in any respect except
32 by a written instrument signed by Class Counsel and Defendants Counsel, and subject to Court
33 approval. The Parties agree that nonmaterial amendments or modifications to this Agreement may
34 be made in writing signed by Class Counsel and Defendants Counsel after Preliminary Approval
35 without the need to seek the Court’s approval.”

1	Deadline for Administrator to provide objections to counsel.	5 days after Objection Deadline, <i>plus 15 days for mailing, for a total of 20 days after Initial Opt-Out Deadline.</i>
2		
3	Deadline to file objections with Court.	15 days after Objection Deadline, <i>plus 15 days for mailing, for a total of 30 days after Initial Opt-Out Deadline.</i>
4		
5	Deadline to withdraw request for exclusion	14 days after Administrator provides counsel initial list of opt outs (the “Final Opt-out Deadline”).
6		
7	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), <i>plus 15 days for mailing, for an outside total of 39 days after Initial Opt-out Deadline.</i>
8		
9	Deadline for the State to withdraw from Settlement based on opt-outs	30 days after receipt of final list of opt-outs, <i>for a total of 69 days after Initial Opt-out Deadline.</i>
10		
11	Deadline to file proof of Notice of Settlement with Court.	15 days after Final Opt-Out Deadline.
12		
13	Deadline for Claimants to provide additional information for Claims Form.	30 days after Claims Deadline.
14		
15	Deadline for Administrator to prepare and send Notice of Defect.	30 days after Claims Deadline.
16		
17	Deadline for Class Members to respond to Notice of Defect.	30 days after Notice of Defect is postmarked.
18		
19	Deadline for Administrator to prepare and send Request for Additional Information.	30 days after Claims Deadline.
20		
21	Deadline for Claimants to respond to Request for Additional Information.	30 days after Request for Additional Information is postmarked.
22		
23	Deadline for Administrator to provide final list of Class Members and amounts of Valid Claims.	60 days after Final Opt-Out Deadline.
24		
25	Deadline to file motion for Final Approval.	16 court days before Final Approval Hearing.
26		
27	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.
28	Final Approval Hearing.	As set by Court, at least 215 days after Preliminary Approval May 1, 2026.

1	Motion for Attorneys' Fees and Costs.	As set by Court, at least 215 days after Preliminary Approval May 1, 2026.
2	Effective Date.	Entry of Final Approval and Final Judgment (if no objections filed), or at expiration of appellate rights.
3		
4	Funding Date.	10 days after Effective Date.
5	Payment of Attorneys' Fees and Costs.	15 days after Funding Date.
6	Payment of Service Awards.	15 days after Funding Date.
7	Payment of Administrative Costs	15 days after Funding Date
8	Payment of Valid Claims.	15 days after Funding Date.
9	Expiration of settlement checks.	180 days after issuance of checks.

10 **IT IS SO STIPULATED.**

11 Dated: April 3, 2026

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22 ATTORNEY GENERAL OF CALIFORNIA
 23 ROB BONTA

24 By: /s/ Michael Sapoznikow

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 Attorneys for all Defendants and Respondents

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

3 I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State
4 of California. I am over the age of 18 and not a party to the within action. My business address is
18575 Jamboree Road, 9th Flr., Irvine, CA 92612. My electronic notification address is
5 dcorwin@rutan.com.

6 On April 3, 2026, I served on the interested parties in said action the within:

7 **SECOND JOINT STIPULATION RE: AMENDMENT TO CLASS**
8 **ADMINISTRATION DEADLINES AND CONTINUANCE OF FINAL APPROVAL**
9 **HEARING; and**

10 **PROPOSED ORDER**

11 as stated below:

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21 (BY MAIL) by placing a true copy thereof in sealed envelope(s) addressed as shown
22 above.

23 In the course of my employment with Rutan & Tucker, LLP, I have, through first-hand
24 personal observation, become readily familiar with Rutan & Tucker, LLP's practice of collection
25 and processing correspondence for mailing with the United States Postal Service. Under that
26 practice, I deposited such envelope(s) in an out-box for collection by other personnel of Rutan &
27 Tucker, LLP, and for ultimate posting and placement with the U.S. Postal Service on that same
28 day in the ordinary course of business. If the customary business practices of Rutan & Tucker,
LLP with regard to collection and processing of correspondence and mailing were followed, and I
am confident that they were, such envelope(s) were posted and placed in the United States mail at
Costa Mesa, California, that same date. I am aware that on motion of party served, service is
presumed invalid if postal cancellation date or postage meter date is more than one day after date
of deposit for mailing in affidavit.

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(BY FEDEX) by depositing in a box or other facility regularly maintained by FedEx, an express service carrier, or delivering to a courier or driver authorized by said express service carrier to receive documents, a true copy of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed as shown above, with fees for overnight delivery provided for or paid.

(BY E-MAIL VIA ONE LEGAL) by transmitting a true copy of the foregoing document(s) to the e-mail addresses set forth above.

Executed on April 3, 2026, at Costa Mesa, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Debbie Corwin

(Type or print name)

/s/ Debbie Corwin

(Signature)