

**EXHIBIT “C”**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

PATRICIA SAPP and JASON SWANSON, Plaintiffs,	§ § § § § § § § § §	CIVIL ACTION NO. 3:07-CV-0273-M
v.		
SNUFFER’S RESTAURANTS INCORPORATED, et. al, Defendants.		CLASS ACTION COMPLAINT OF DISABILITY ACCOMMODATIONS DISCRIMINATION  ECF

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

TO: All persons who are considered disabled because they use wheelchairs, walkers, canes, crutches, or scooters who actually visited a Snuffer’s restaurant location or would have visited a Snuffer’s restaurant but for an architectural barrier of which they were aware existed at the location.

**YOU MAY BE ENTITLED TO MAKE A CLAIM**

**PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE.**

**WHAT THIS LAWSUIT IS ABOUT**

Patricia Sapp (“Sapp”) and Jason Swanson (“Swanson”) filed a class action lawsuit against Snuffer’s Restaurants Incorporated, (“Snuffer’s”) Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, PTC Dunhill Holdings, LTD., AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC alleging violations of Americans with Disabilities Act and State Law violations at Snuffer’s restaurants in the United States District Court for the Northern District of Texas.

Snuffer’s, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, PTC Dunhill Holdings, LTD., AMREIT SSPF

Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC have denied liability and raised defenses. The Court has not made any decision concerning the merits of the lawsuit.

Sapp, Swanson, Snuffer's, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC have negotiated a proposed Global Settlement.

On January 6, 2010 Judge Barbara Lynn preliminarily determined that this action should proceed as a class action with respect to the claims of the class described above against Snuffer's, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC for purposes of settlement only, with Sapp and Swanson as the representatives of the class and Kenneth Carden and Palmer Bailey as class counsel. The Court has granted preliminary approval of the settlement, subject to a fairness hearing, which will take place at 5:15 p.m. on March 23, 2010, in Courtroom 1526, the Earl Cabell Federal Building, 1100 Commerce Street, Dallas, Texas 75242-1003.

This notice explains the nature of the lawsuit and the terms of the settlement, and informs you of your legal rights and obligations.

### **NO ADMISSION OF LIABILITY**

By settling this lawsuit, Snuffer's, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, PTC Dunhill Holdings, LTD., Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, PTC Dunhill Holdings, LTD., AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC have expressly denied and are not admitting any allegation or wrong in this case.

### **THE PROPOSED SETTLEMENT**

SNUFFER'S, AND CLASS DEFENDANTS THOMAS J. ROPPOLO, TRUSTEE, RONA ACQUISITIONS, CHRISTOPHER S. CARROLL NUMBER 1, LTD, CSC INVESTMENTS, LLC, PRESTON CENTER WEST, JV, EAGLE SEIKI SALES, LTD 1, ELIZABETH JANE BURKS AND GENE A. BURKS AS GENERAL PARTNERS, TOWN SQUARE VENTURES, L.P. WESTERN TOWN SQUARE VENTURES I GP, LLC, AMREIT SSPF PRESTON TOWNE CROSSING LP, AND AMREIT SSPF PRESTON TOWNE

CROSSING GP, LLC HAVE AGREED TO THE SETTLEMENT DESCRIBED BELOW. IF YOU HAVE ANY OBJECTION TO THE SETTLEMENT, YOU MUST TAKE ACTION AS DESCRIBED BELOW.

The attorneys for the class believe that this settlement is fair, reasonable, and in the best interests of the class members. The terms of the settlement are as follows:

1. Removal of Barriers. Snuffer's, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC have filed a plan with the Court for the removal or modification of construction/design defects or other architectural barriers alleged to exist at Snuffer's restaurants. The Plan requires modifications to the restaurants made in compliance with the applicable provisions of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") and the Texas Accessibility Standards ("TAS"). The parties have agreed to the appointment of a Registered Accessibility Specialist licensed by the Texas Department of Licensing and Regulation, to oversee access compliance with the ADAAG and the TAS, and have agreed that class counsel may independently review the implementation of the work for compliance with the applicable provisions of accessibility law during all phases of the work.

2. Payment to each class member. Snuffer's has agreed that each class member filing a qualifying claim will be paid \$100. The Class Defendants, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC have agreed to participate in the payment of those claims which relate to the location for which they are the landlord. If your claim is accepted, payment shall be mailed to you after your claim is received and it is approved for payment..

3. Release. Each class member not opting out and not having a personal, physical injury as a result of an alleged architectural barrier, will, if the settlement is approved and payment made, be deemed to release and discharge forever Snuffer's, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC and their officers, directors, subsidiaries, successors, predecessors, shareholders, affiliated companies, employees and agents, from all claims and damages, irrespective of legal theory, based upon any claimed ADAAG or TAS violations and those claims that arise from violations of TAS under the Texas Human Resources Code.

5. Attorney's Fees and Expenses. In addition to the benefits described above, Snuffer's, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC will pay counsel for the class Plaintiffs' reasonable and necessary attorneys' fees and costs as set forth in the Consent Decree.

### **BENEFITS TO THE CLASS**

Class Counsel believes that this settlement is fair, reasonable, and in the best interests of the class. Snuffer's, Thomas J. Roppolo, Trustee, Rona Acquisitions, Christopher S. Carroll Number 1, LTD, CSC Investments, LLC, Preston Center West, JV, Eagle Seiki Sales, LTD 1, Elizabeth Jane Burks and Gene A. Burks as general partners, Town Square Ventures, L.P. Western Town Square Ventures I GP, LLC, AMREIT SSPF Preston Towne Crossing LP, and AMREIT SSPF Preston Towne Crossing GP, LLC have agreed to a plan of modifications to the Snuffer's restaurants which Class Counsel and the Class Defendants agree will assure that the Snuffer's restaurant locations are operating in accordance with the applicable provisions of the ADAAG and TAS. The Class Defendants have also agreed to make a \$100 cash payment to members of the class who have been to a Snuffer's location and whose use and enjoyment of the restaurant was impeded by an architectural barrier or who would have visited a Snuffer's restaurant but for being deterred by the existence of an architectural barrier of which he or she was aware. This settlement resolves substantial issues without prolonged litigation. The modifications to the restaurants will be made and the members of the class will receive payment without having to hire attorneys or the time and effort of participating in separate suits and will be spared payment of any attorney's fees or litigation expenses.

### **FAIRNESS HEARING**

At 5:15 p.m. on March 23, 2010 a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place in the courtroom of Judge Barbara Lynn, court room 1526, of the Earl Cabell Federal Building, 1100 Commerce Street, Dallas, Texas 75242-1003.

### **WHAT YOU CAN DO**

1. You have the right to exclude yourself from both the class action and the settlement by filing a request for exclusion with Karen Mitchell, Clerk of the United States District Court, Room 1425, 1100 Commerce Street, Dallas, Texas 75242-1003, and by mailing a copy to Snuffer's Class Administration, Lake Street, Ft. Worth, TX 76102-4501. The request for exclusion must be filed on or before February 19, 2010 and refer to the name and number of the case. If you have received a personal, physical injury as a result of an alleged architectural

barrier at a Snuffer's restaurant, you are automatically excluded without needing to file a request for exclusion unless you choose to file a claim for payment in this case.

2. If you do not wish to exclude yourself, have no objection to the settlement, and wish to receive the payment of \$100 as a class member it will be necessary for you to provide a declaration in the form attached to this notice. That declaration requires that you swear under the penalties of perjury that you (or your minor child or ward with a mobility impairment) have visited or would have visited a Snuffer's restaurant and that your or their use and enjoyment of the Snuffer's restaurant location was impeded by an architectural barrier of which you or they were aware. You must document the mobility impairment disability (and if applicable, guardianship order) by suitable records, such as records from a court proceeding, the social security department, doctors' records, insurance disability application records, military records, state agency records, or Medicare records. The determination of any applicant's qualifications for membership in the class may be reviewed at a hearing attended by the parties held by a United States Magistrate Judge or a special master appointed by the Court prior to payment of a claim. If no objection is made, your claim will be paid within 30 days of the last to occur of (i) the time your claim is received or (ii) the date the Court approves the Consent Decree.

3. If you do object to the settlement, but do not wish to simply exclude yourself from the class action, you must submit your objection in writing to Karen Mitchell, Clerk of the United States District Court, Room 1425, 1100 Commerce Street, Dallas, Texas 75242-1003, on or before February 19, 2010. You must also mail a copy to Snuffer's Class Administration, Lake Street, Ft. Worth, TX 76102-4501, by the same date. Any objection must include the name and number of the case and a statement of the reasons why you believe that the Court should find that the proposed settlement is not in the best interests of the class. If you do file an objection and wish it to be considered, you must also appear at the fairness hearing before Judge Lynn.

If the Global Settlement is not approved, Kenneth Carden and Palmer Bailey will nonetheless seek to have the case proceed as a class action with Sapp and Swanson as class representatives and themselves as class counsel. Defendants will have no obligation to observe any term of the global settlement and will have all rights of defense to the matter.

This description of the case is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, you should visit the office of Karen Mitchell, Clerk of the United States District Court, Room 1425, 1100 Commerce Street, Dallas, Texas 75242-1003, who will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

### **WHAT YOU SHOULD DO NOW**

**IN ORDER TO RECEIVE THE BENEFITS TO WHICH YOU ARE ENTITLED UNDER THE GLOBAL SETTLEMENT AGREEMENT OUTLINED ABOVE, YOU DO NOT NEED TO DO ANYTHING AT THIS TIME. YOU WILL NEED TO FILE THE DOCUMENTS DESCRIBED ABOVE WITH THE SNUFFER'S CLASS**

**ADMINISTRATION AFTER THE COURT APPROVES THE SETTLEMENT BY THE DEADLINE SET OUT IN PARAGRAPH 2. OF “WHAT YOU CAN DO”.**

If you are entitled to money, it will be mailed to you within thirty (30) days of the last to occur of (i) the date your claim is received if there is no objection to your claim; (ii) the date your claim is approved following objection to the claim or (iii) the date the Court approves the Consent Decree. To contact Snuffer’s Class Administration call metro 817-654-9614 or go to [www.com](http://www.com) or write to Snuffer’s Class Administration, Lake Street, Ft. Worth, TX 76102-4501. However, if you wish, you may consult with an attorney (at your expense), exclude yourself from the case, or file objections, as described above. You also have the right to file an appearance in the case if you wish.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.**