

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You are a class member if you purchased food and/or beverages at any Cabo Cantina, Baja Beach Café, Fiesta Cantina, PB Cantina, Jameson's Irish Pub or Sunset Trocadero Lounge (collectively, the "Restaurants") at any time between January 1, 2012 and May 31, 2017, and paid an undisclosed state living wage surcharge. The settlement of this class action lawsuit will affect your rights.

Your rights and options – and the deadlines to exercise them – are explained in this Notice. It is important that you read this entire notice carefully. As a brief summary,
YOUR OPTIONS AND LEGAL CONSEQUENCES ARE AS FOLLOWS:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Make A Claim	If you can produce a copy of the receipt(s) from your transaction(s), you will receive a full refund of the amount you paid for the surcharge(s). If you cannot produce a copy of your receipts, you will have the option of choosing between receiving a \$3 check in the mail or a voucher for 10% off your next purchase at any of the above-listed restaurants. You will also be releasing and waiving certain claims against the restaurant against which you are making the claim.	May 21, 2018
Ask To Be Excluded	You will not receive cash or a voucher from the settlement, but you will retain certain rights.	April 30, 2018
File An Objection	Write to the Court about why you do not agree with the settlement. The Court may or may not agree with your objection.	April 30, 2018

1. Why Did I Get This Notice Package?

The Restaurants' records show that you may be a Class Member in this case. Thus, you have received this Class Action Settlement Notice ("Notice") regarding settlement of a case that may affect you.

This Notice summarizes the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. If the Court approves the settlement, and after objections and appeals are resolved, a third-party Settlement Administrator appointed by the Court will administer the settlement.

2. What Is This Lawsuit About?

The case is entitled *South v. RMG Sunset, Inc.*, Los Angeles Superior Court Case No. BC652905. The Honorable Ann Jones is the judge presiding over this case. The party who brought the lawsuit is called the Plaintiff (in this case, Jay South), and the parties that he sued are called the Defendants (in this case, the Restaurants and their managing company).

The lawsuit alleges that the Restaurants engaged in unfair, deceptive practices and false advertising by adding a living wage surcharge to customers' bills, in violation of consumer protection laws. The Restaurants deny that they engaged in any unfair business practice, and deny that Plaintiff or other consumers have been harmed in any way.

3. Why Is This A Class Action?

In a class action, one or more persons, called "Class Representatives," sue on behalf of persons who have similar claims. All of these people are considered to be a "class" or "class members," except those who exclude themselves from the class.

4. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Based on their own independent investigations and evaluations and considering the claims of Plaintiff and the average Class Member's claims, and the risk of loss, Class Counsel believes that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances and is in the best interests of the Class. Class Counsel has weighed the benefits under the settlement to the Class against the expenses and length of continued proceedings that would be necessary to prosecute this lawsuit against Defendants through class certification, trial and possible appeals. Class Counsel has also taken into account the uncertain outcome and risk of any litigation, especially in complex actions such as class actions, as well as the difficulties and delay inherent in such litigation. Therefore, Class Counsel has determined that this settlement is in the best interests of the Class. Defendants have also agreed to this settlement based on the uncertainty and risks inherent in any litigation.

5. How Do I Know If I Am Part Of The Settlement?

To receive a refund check or a Voucher from this settlement, you must be a Class Member. “Class Members” are all persons, who between January 1, 2012, to May 31, 2017, purchased a meal at one of the Restaurants and paid an undisclosed state living wage surcharge.

6. What Does The Settlement Provide?

Each Class Member that can produce receipt(s) of his or her transactions at one of the Restaurants will receive a full refund of the amount of surcharges paid. Each Class Member that does not have a receipt, but that signs a Declaration under penalty of perjury attesting that he or she visited one of the Restaurants between January 1, 2012, to May 31, 2017 and paid an undisclosed state living wage surcharge, will have the option of selecting to receive a \$3 check in the mail, or a Voucher for 10% off the customer’s next visit to any of the Restaurants.

7. Tell Me More About The Voucher?

- Vouchers entitle the customer to receive 10% off his or her next purchase at any of the Restaurants.
- Vouchers have no expiration date.
- Only one Voucher may be used in a single transaction.
- Vouchers have no cash value and are not redeemable for cash.
- Vouchers are not gift cards or gift certificates under California law or otherwise.
- Vouchers are not valid for prior purchases.
- Vouchers may be used on sale and/or promotional items and can be used for shipping and tax.

8. How Can I Get A Voucher?

When you fill out a Claim Form by visiting the claim submission website set up by the Settlement Administrator, you can select the option to receive a Voucher and one will be provided to you.

9. When Will I Receive My Cash Or Voucher?

Cash disbursements and Vouchers will be distributed to Class Members after the Court grants final approval of the Settlement and after any appeals are resolved. Please be patient.

10. What Rights Do I Give Up If I Participate Or Do Nothing?

Unless you exclude yourself, you will remain a Releasing Settlement Class Member, and that means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the legal issues raised or could have been raised in *this* case. It also means that all of the Court’s orders will apply to you and legally bind you. Unless you exclude yourself, you will agree to the “Released Rights and Claims,” which, as described below, details the types of legal claims that you will give up if you do not exclude yourself.

11. What Are The Released Claims?

Released Claims means that all Class Members who do not exclude themselves from the Settlement shall and hereby do irrevocably release, acquit, and forever discharge Defendants of and from any and all claims, rights, causes of action, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Agreement), liens, charges, complaints, causes of action, obligations, or liability of any and every kind that were asserted in the Action, or that could have been asserted but were not asserted in the Action or in any other court or forum, arising out of or related to the living wage surcharge charged by the Restaurants as alleged in the Action, whether known or unknown, on the basis of, connected with, arising out of, or related in whole or in part to any or all of the alleged acts, omissions, facts, matters, transactions, circumstances, and occurrences that were directly or indirectly alleged, asserted, described, set forth, or referred to in the Action whether such allegations were or could have been based on common law or equity, or on any statute, rule, regulation, order, or law, whether federal, state, or local, including, without limitation, claims under federal or state unfair competition, false advertising laws, claims brought under California Business and Professions Code Sections 12024 *et seq.*, and California's Consumer Legal Remedies Act.

12. How Do I Exclude Myself From The Settlement?

If you do not wish to participate in the settlement, you may exclude yourself (in other words, "opt out") by submitting a written request for exclusion to the Settlement Administrator by no later than **April 30, 2018**. Your written request for exclusion must contain your name, address, and email address, and clearly state that you wish to be excluded from the Settlement. Your written request for exclusion can be submitted to the Settlement Administrator via email at, contact@SouthSurchargeSettlement.com, or printed and mailed to:

South v. RMG Sunset, Inc. Settlement Administrator,
PO Box 42764,
Philadelphia, PA 19101-2764

If you submit a timely request for exclusion, then upon its receipt you shall no longer be a member of the Settling Class, you shall be barred from participating in any portion of the settlement, and you shall receive no benefits from the settlement. If you do not submit a complete and timely written request for exclusion, you will be included in the Settling Class, and be bound by the terms of the settlement (including the Released Claims described in section 11 above).

13. How Do I Object To The Settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case and number (*South v. RMG Sunset, Inc., et al.*, Los Angeles Superior Court Case No. BC652905), (b) be submitted by mail to the Settlement Administrator at

and (c) be postmarked on or before **April 30, 2018**. In addition, any written objection must include: (a) the full name, address, email address, and telephone number of the person objecting; (b) a statement that the person objecting (or for whom the objection is made) is a Class Member; (c) the word “Objection”; (d) the legal and factual arguments supporting the objection; (d) whether the person intends to appear at the Final Settlement Hearing; and (f) the Class Member’s signature, even if represented by counsel.

14. What Is The Difference Between Objecting And Excluding Myself?

Objecting is telling the Court that you do not like something about the proposed settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this settlement. If you exclude yourself, you have no basis to object or file a claim because the settlement no longer applies to you. Likewise, you cannot object to the settlement if you exclude yourself from the Settlement Class.

15. What Happens If I Do Not Do Anything?

If you do nothing, and if the Court approves the settlement, you will have the option to make a claim for cash or a Voucher and you will be bound by the Settlement Agreement and the Released Claims. This means, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Restaurants about the issues resolved by this settlement and released by the Settlement Agreement.

16. Do I Have A Lawyer In This Case?

Yes. The Court has appointed Slattery, Sobel & DeCamp LLP to represent you and all Class Members as “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions, you may contact the lawyers in this case at the information provided below:

Class Counsel

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17. How Much Will Administration Of The Settlement Cost?

Administration of this Class settlement will be coordinated by Heffler Claims Group, and is expected to cost up to \$65,000.

18. How Will The Lawyers Get Paid?

Class Counsel will ask the Court to award them up to \$125,000 for attorneys' fees and costs. If approved, these amounts, as well as an award of up to \$2,500 to the Class Representative, will be paid. Class Counsel's motion for Attorneys' Fees and Costs, along with other documents, will be available for viewing on the settlement website at www.SouthSurchargeSettlement.com.

19. When Is The Final Approval Hearing?

The Court will hold the Final Approval Hearing, at which the Court will be asked to approve the settlement, on **August 3, 2018** in Department 308 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 South Commonwealth Ave., Los Angeles, California 90005, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs and the class representative enhancement award.

The hearing may be continued without further notice to Class Members. Any change to the hearing date and/or time will be posted on the website for this settlement. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court.

20. How Do I Get Additional Information?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.SouthSurchargeSettlement.com, by contacting class counsel Camille DeCamp at (858) 793-6244 (cdecamp@ssdlawoffice.com), or by visiting the office of the Clerk of the Court for the Los Angeles County Superior Court, Central Civil West Courthouse, 600 South Commonwealth Ave., Los Angeles, California 90005, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THE SETTLEMENT