

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS AND RIGHTS

1. Parties. The parties to this Settlement Agreement and Release of Claims and Rights (“Agreement”) are: (a) Jay South (“South” or “Plaintiff”), on behalf of himself and as class representative acting on behalf of the Class Members defined below; and (b) RMG Sunset, Inc., and each of the following restaurants in the Sunset Restaurant Management Group: BBC PCH LLC dba Baja Beach Café; Boardwalk F & B LLC dba Baja Beach Café; Cabo Cantina LLC; Cabo Cantina L.A. LLC; CC Hlwd LLC dba Cabo Cantina; CC Santa Monica LLC dba Cabo Cantina; CC Venice LLC dba Cabo Cantina; CCPB LLC dba Cabo Cantina; Hillcrest FC LLC dba Fiesta Cantina; HLWD IP Grill LLC dba Jameson’s Irish Pub; Kahuna Restaurant Group LLC dba Fiesta Cantina; PB Cantina LLC; Sunset Cantina LLC dba Cabo Cantina; and Sunset Lounge LLC dba Sunset Trocadero Lounge (collectively “RMG Sunset” or “Defendants”).

2. Definitions.

2.1 “Action” means the underlying litigation pending between Plaintiff and Defendants in Los Angeles County Superior Court, entitled *Jay South, an individual, and on behalf of himself and all others similarly situated v. Cabo Cantina, LLC et al.*; Case Number BC652905.

2.2 “Settlement Administrator” means a company or persons selected by Defendants and designated to serve as the claims administrator and carry out the administrative duties including, but not limited to, providing class notice, maintaining the settlement website, coordinating claims, and distributing the relief to Class Members.

2.3 “Claim Form” means the form attached as Exhibit A, which shall appear on the claim submission website (described below) and be available to all Unknown Class Members, as set forth herein.

2.4 “Class Counsel” means Camille Joy DeCamp, Esq. of Slattery, Sobel & DeCamp, LLP.

2.5 “Class Member(s)” means all persons, who between January 1, 2012, to May 31, 2017, paid an undisclosed state living wage surcharge at one of Defendants’ restaurants.

2.6 “Class Notices” means the Newspaper Notice, Website Notice, Email Notice and In-Store Notice described in Section 5.2 below.

2.7 “Class Period” means the period from January 1, 2012 through May 31, 2017.

2.8 “Class Representative” means Jay South.

2.9 “Effective Date” means (a) if no objection is raised to the proposed settlement at the Final Settlement Hearing, the date on which the Final Approval Order is entered; or (b) if any objections are raised to the proposed settlement at the Final Settlement Hearing, the latest of the following events: (i) the expiration date of the time for the filing or notice of any appeal from the Final Approval Order; (ii) the date of final affirmance of any appeal of the Final Approval Order; (iii) the expiration of the time for, or the denial of, a petition for writ of review or certiorari to review the Final Approval Order and, if the certiorari is granted, the date of final affirmance of the Final Approval Order following review pursuant to that grant; or (iv) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding on certiorari to review the Final Approval Order.

2.10 “Final Approval Order” means an order issued by the Los Angeles Superior Court giving final approval to the Agreement without material change.

2.11 “Final Judgment” as used herein refers to the Final Judgment and Order approving this Settlement and dismissing this Action with prejudice as against Defendants, substantially in the form of the proposed Final Judgment attached hereto as Exhibit C which this Settlement contemplates will be entered and approved by the Court.

2.12 “Final Settlement Hearing” means a hearing before the Los Angeles Superior Court for final approval of this Agreement.

2.13 “Named Party” refers to Jay South (“South” or “Plaintiff”), on behalf of himself and as class representative acting on behalf of the Class Members defined below; and (b) RMG Sunset, Inc., and each of the following restaurants in the Sunset Restaurant Management Group: BBC PCH LLC dba Baja Beach Café; Boardwalk F & B LLC dba Baja Beach Café; Cabo Cantina LLC; Cabo Cantina L.A. LLC; CC Hlwd LLC dba Cabo Cantina; CC Santa Monica LLC dba Cabo Cantina; CC Venice LLC dba Cabo Cantina; CCPB LLC dba Cabo Cantina; Hillcrest FC LLC dba Fiesta Cantina; HLWD IP Grill LLC dba Jameson’s Irish Pub; Kahuna Restaurant Group LLC dba Fiesta Cantina; PB Cantina LLC; Sunset Cantina LLC dba Cabo Cantina; and Sunset Lounge LLC dba Sunset Trocadero Lounge (collectively “RMG Sunset” or “Defendants”).

2.14 “Opt-Out and Objection Date” means eighty (80) calendar days after the first issuance of the Class Notices.

2.15 “Preliminary Approval” means an order issued by the Los Angeles Superior Court preliminarily approving the Agreement without material change.

2.16 “Preliminary Approval Date” means the date on which the Court enters an order preliminarily approving this Agreement.

2.17 “Releasing Settlement Class Members” means the Class Representative and all Settlement Class Members, other than those who comply with the procedure set forth herein for opting out and objecting.

2.18 “Settlement Class Member Released Claims” as used herein means the claims, rights, penalties, demands, damages, debts, accounts, duties, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities that are released, acquitted and discharged pursuant to Section six (6) of this Agreement.

2.19 “Unknown Class Member(s)” means all persons, who between January 1, 2012, to May 31, 2017, who paid an undisclosed state living wage surcharge at one of Defendants’ restaurants whose identity is currently unknown to Defendants or Class Counsel..

2.20 “Voucher” means a single Voucher for 10% off a customer’s next purchase at any of Defendants’ restaurants. Vouchers will have no expiration date. Only one Voucher may be used in a single transaction. Vouchers have no cash value, are not redeemable for cash in whole or in part. 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 tax. Otherwise, Class Members are responsible for any applicable sales tax.

3. Recitals. This Agreement is entered into with reference to the following facts:

3.1 On March 8, 2017, Plaintiff filed a Complaint in Los Angeles County Superior Court, entitled *Jay South, an individual, and on behalf of himself and all others similarly situated v. Cabo Cantina, LLC et al.*; Case Number Case BC652905 (the “Action”). Defendants agreed to stipulate to Plaintiff filing a First Amended Complaint on June 09, 2017. In the First Amended Complaint, Plaintiff seeks to represent a class consisting of “[a]ll California citizens who paid an undisclosed state living wage surcharge to Defendants since January 1, 2012.”

3.2 Defendants deny the allegations in the First Amended Complaint, and deny that Plaintiff and the Class Members are entitled to any relief whatsoever.

3.3 Defendants are a group of affiliated restaurants managed by RMG Sunset, Inc. Plaintiff alleges that, on August 8, 2016, he purchased a meal at Cabo Cantina restaurant in Marina Del Rey, California. At the conclusion of his meal, he received a bill for \$62.76, which he “paid with customary gratuity.” Plaintiff claims that his bill included a 4.9% surcharge, comprising \$2.70 of the \$62.76 total amount, and that the restaurant “did not provide Plaintiff any notice of this surcharge/tax in any manner prior to ordering and eating” at Cabo Cantina. Based on these allegations, Plaintiff purports to bring a class action asserting claims against Cabo Cantina and each of the other Defendants alleging claims under California’s Unfair

Competition Law (“UCL”), California’s False Advertising Act (“FAA”), the Consumers Legal Remedies Act (“CLRA”), California Business and Professions Code Sections 12024 *et seq.*, and for unjust enrichment.

3.4 Plaintiff and Class Counsel have conducted a thorough independent investigation into the facts of this case, and have conducted substantial discovery, including but not limited to reviewing Defendants’ production of sales reports detailing the number of transactions and revenue derived from the surcharge during the Class Period (as defined below) and attending a mediation.

3.5 The parties attended a full-day mediation before the Hon. Richard Haden (Ret.) on June 2, 2017 and conducted settlement discussions exclusively through Judge Haden. Notwithstanding their disagreements, after an arms-length and good faith negotiation, at the mediation they reached an agreement in principle for the settlement of this matter, subject to obtaining the necessary approvals from the Court.

3.6 The Parties desire to settle because they consider it to be in their best interests to settle and dispose of, fully and completely, any and all claims, demands and causes of action heretofore or hereafter arising out of, connected with or incidental to the Action, including, without limitation on the generality of the foregoing, any and all claims, demands and causes of action reflected in the Action, and any and all of the facts and circumstances giving rise to the Action, to the extent such claims, demands, and causes of action are held by Releasing Settlement Class Members during the Class Period.

3.7 Defendants deny liability and wrongdoing of any kind associated with the claims alleged and contend that this Action is not appropriate for class treatment. Defendants assert that Plaintiff will not be able to establish any restitutionary remedy or injunctive relief at trial. Defendants continue to assert that they complied with all applicable provisions of California and federal law governing their institution of the living wage surcharge. Defendants further state that, despite their good faith belief that they are not liable for any of the claims asserted, Defendants will not oppose the Court’s certification of the Settlement Class contemplated by this Agreement solely for purposes of effectuating this Settlement. Defendants’ agreement to

certification of the Settlement Class is without prejudice to Defendants' rights to oppose certification of a class or oppose any other claim in the Action, should the Agreement not be approved or implemented for any reason.

4. Terms and Conditions. In consideration of the terms, conditions, and provisions of this Agreement the parties agree that:

4.1 For various reasons, Defendants have already stopped applying the living wage surcharge in each of their restaurants. Defendants confirm that, as of May 31, 2017 they no longer apply a "living wage" surcharge – the surcharge that is the subject of the Action – to any customer's bill at any of Defendants' restaurants, and confirm that going forward for five (5) years from the Effective Date of this Agreement they will not apply any surcharge to any customer's bill at any restaurant within the Sunset Restaurant Management Group.

4.2 The Claims Administrator will set up a website for each Releasing Settlement Class Member to submit his or her claim. Releasing Settlement Class Members shall have the option of receiving either cash or a discount Voucher, as follows:

4.2.1 A Releasing Settlement Class Member can receive a full refund of the surcharge he or she paid by producing a copy of the receipt from the transaction at one of Defendants' restaurant locations. Releasing Settlement Class Members that select this option shall have the choice of either mailing in physical copies of the completed submission form and receipt to the claims administrator, or uploading an image of their receipt onto the claims administration website according to instructions described thereon.

4.2.2 A Releasing Settlement Class Member who does not have a receipt but wants a cash payment shall be entitled to a check, which shall be delivered by mail, in the amount of \$3 (three dollars) upon signing a declaration, under penalty of perjury, attesting that he or she visited one of Defendants' restaurants during the Class Period and paid the surcharge.

4.2.3 Releasing Settlement Class Members will also have the option to receive a Voucher in lieu of a cash payment.

4.3 In the event the Claims Administrator concludes that the cash/Voucher redemption process appears to involve fraud or other improper activity, after meeting and conferring with Class Counsel and Defendants, the Claims Administrator may suspend the redemption process and consult with Class Counsel and Defendants about remedial measures.

4.4 By this Agreement, no settlement fund or common fund is created or implied, and there shall be no unpaid residual whether under California Code of Civil Procedure Section 384 or any other statutory or case authority. Any amounts not provided to Class Members due to a failure to redeem cash or a Voucher will not be provided to any third party. Any such amounts will remain solely with Defendants. If, for any reason, a court determines otherwise, this Agreement shall be null and void.

4.5 The Claims Administrator will submit a declaration to the Court at least ten (10) calendar days before the Final Settlement Hearing certifying that notice was provided in accordance with the terms of this Agreement and any applicable court order, and provide information relating to the number of Class Members who object or opt-out of the Settlement.

4.6 Defendants will pay their own attorneys' fees and costs and all costs incurred in administering the settlement.

4.7 Defendants and Plaintiff have, through arms-length negotiations, agreed that an award of actual attorneys' fees and costs (combined) to Class Counsel in an amount to be determined, but not to exceed \$125,000, is fair and reasonable in light of the nature and circumstances of the Action. At the Final Settlement Hearing, Class Counsel will request that the Court approve an award of costs and attorneys' fees to be paid to Class Counsel in an amount not to exceed \$125,000, and Defendants will not oppose such a request. If such an award is approved by the Court, then within fifteen (15) calendar days after the Effective Date, and after Class Counsel has provided Defendants with a complete and current Form W-9, Defendants will pay Class Counsel her actual fees incurred, in an amount not to exceed \$125,000. Under no circumstances will Class Counsel request an award of attorneys' fees and costs in excess of \$125,000.

4.8 Defendants and Plaintiff have, through arms-length negotiations, agreed that an incentive award to Plaintiff in the amount of \$2,500 is fair and reasonable, in light of the nature and circumstances of the Action. At the Final Settlement Hearing, Class Counsel will request that the Court approve an incentive award to Plaintiff in the amount of \$2,500, and Defendants will not oppose such a request. If such an award is approved by the Court, then within fifteen (15) calendar days after the Effective Date, and after Plaintiff has provided Defendants with a complete and current Form W-9, Defendants will pay Plaintiff \$2,500 and no more, separate and apart from any benefits to be paid to the Class. Plaintiff will not request an incentive award in excess of \$2,500.

4.9 Defendants will pay the cost of administration, not to exceed \$65,000.

4.10 Until a final judgment been entered, Plaintiff and Class Counsel will not issue press releases, contact the media, or make any public announcements concerning this settlement with the exception of the dissemination of Class Notices required under this Agreement and the listing of this Action on the curricula vitae of Class Counsel. Plaintiff and Class Counsel agree to refrain from disparaging any of the Defendants publicly or in the media regarding any issue related to this case.

4.11 The value of an individual cash redemption or Voucher has been chosen by the parties as a method of determining an appropriate settlement amount to pay each Class Member, without admission of liability by any party.

5. Court Approval of Settlement. Preliminary Approval and a Final Approval Order approving this Agreement are contemplated by the parties and are express conditions precedent to this Agreement. If such approvals are not given, this Agreement shall be null and void. As part of this settlement, the parties agree to the following procedures for obtaining preliminary approval of the settlement from the Court, notifying the Class Members and obtaining final Court approval of the settlement:

5.1 Preliminary Approval Hearing. The parties shall jointly request a hearing before the Court to consider Plaintiff's motion for Preliminary Approval and for entry of an order

granting Preliminary Approval. In conjunction with this hearing, Plaintiff will submit this Agreement, which sets forth the terms of this settlement, and will submit proposed forms of all notices and other documents as are necessary to implement the settlement. The parties will also request that the Court set a Final Settlement Hearing, and that such hearing take place at the earliest opportunity after ninety (90) calendar days following the issuance of Preliminary Approval.

5.2 Notice to the Class Members. Within twenty-five (25) days of the Preliminary Approval Date, the Claims Administrator shall arrange for the distribution of the Summary Notice to all Class Members by doing the following: (1) publishing the notice in the following three weekly newspapers immediately upon the beginning of the eighty (80) day notice period, and again three weeks before the conclusion of the notice period – LA Weekly, OC Weekly and San Diego Reader; (2) publishing the notice on each of Defendants’ websites and providing a link to the settlement website on each of Defendants’ websites– www.cabocantina.com; www.fiestacantina.net; www.pbcantina.com; www.bajabeachcafe.com; and www.jamesonsirishpub.com; (3) sending an email notice to each recipient on Defendants’ customer email list; (4) displaying a sign at the front entrance and at the hostess station and/or first point of contact of each of Defendants’ restaurants throughout the eighty (80) day claims period, that contains the notice language in the attached Exhibit B, and (5) provide flyers with the notice language in the attached Exhibit B at the location of the notice signs at the hostess station and/or first point of contact of each of Defendants’ restaurants throughout the eighty (80) day claims period. In addition, the Claims Administrator shall post the Notice, the operative complaint in the Action, this Agreement, the Order Granting Preliminary Approval of Class Action Settlement and Provisional Class Certification, on the claims website. The Parties’ will agree on the content of notice to be submitted to the Court for approval.

5.3 Time for Class Members to Submit Claim. Class Members shall have eighty (80) days from the issuance of the Class Notice to submit a claim to the Claims Administrator pursuant to procedures as set forth herein.

5.4 Procedure for Opting Out. Class Members who intend to opt out of the settlement must do so by sending a written request for exclusion from the class to the Settlement

Administrator by first-class mail, postage-prepaid, or by email directed to the address provided in the Class Notice, such notice to be postmarked or emailed on or before the Opt-Out and Objection Date. The written request must contain the excluded person's name, address, and email address and must be signed by that person. The written request must also state that the Class Member wishes to be excluded from the Settlement, or words to that effect, such that it is evident that the Class Member does indeed intend to exclude him or herself from the Settlement. A Class Member who desires to be excluded but who fails to comply with the opt-out procedure set forth herein shall not be excluded from the class. The Settlement Administrator shall provide periodic updates on the requests for exclusion to Class Counsel and Defendants. The Settlement Administrator shall compile a list of all Class Members who timely send such a written request for exclusion and provide a copy of that list to the Clerk of the Court ten (10) calendar days before the Final Settlement Hearing.

5.5 Class Members who do not opt-out or object in accordance with the procedures set forth in this Agreement and the Notices (i.e. Releasing Settlement Class Members) shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed settlement, or any award of attorneys' fees, reimbursement of costs and expenses and/or Class Representative Enhancement Payment.

5.6 Agreement Voidable If Opt-Outs Exceed 250 class members. If more than 250 Class Members who receive notice opt-out of this settlement, at Defendants' election, made on or before seven (7) calendar days prior to the Final Settlement Hearing, this Agreement is null and void. At no time shall any of the parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the settlement.

5.7 Procedure for Objecting to the Class Action Settlement.

5.7.1 Procedure for Objecting. Class Members may object to the proposed settlement either in writing or by appearing at the Final Approval Hearing, either in person or through the Class Member's own attorney. The Class Notice of Settlement shall

provide that any Class Member who wants to object to the Settlement must file a written objection and/or a notice of intention to appear to the Claims Administrator, and serve copies on the Settlement Administrator by first class mail, postage-prepaid, or by email directed to the address provided in the Class Notice, such notice to be postmarked or emailed on or before the Opt-Out and Objection Date. A written objection must include: (a) the full name, address, email address, and telephone number of the person objecting; (b) a statement that the person is a Class Member; (c) the word “Objection;”; (d) whether the person intends to appear at the Final Settlement Hearing;; and (e) the Class Member’s signature, even if represented by counsel. Class Members who fail to make objections in the manner stated will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or any other process) to the Agreement. The Settlement Administrator shall promptly provide a copy of any objection to both Class Counsel and Defendants’ counsel. At no time shall any of the parties or their counsel seek to solicit or otherwise encourage Class Members to submit objections to the settlement or to appeal from any of the Court's orders in the Action.

5.7.2 No Solicitation of Settlement Objections. At no time shall any of the parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the settlement or to appeal from any of the Court’s orders in the Action.

5.8 Appeal of Attorneys’ Fees Award and/or Incentive Award. A modification or reversal on appeal of any attorneys’ fees award or Class Representative incentive award by the Court will not be deemed a modification of all or a part of the terms of this Agreement

6. Release.

Subject to final approval by the Court of the Settlement, in further consideration of the terms and provisions of this Agreement, the parties hereto promise and agree as follows:

6.1 For good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members, do hereby 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 Defendants as alleged 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.

6.2 Subject to final approval, the Settlement Class Member Released Claims also include a release of all claims for Attorneys' fees and Costs incurred by Plaintiff, Releasing Settlement Class Members or by Class Counsel or any other attorney in connection with the Action and this Settlement.

6.3 Releasing Settlement Class Members understand and agree that the release of the Settlement Class Member Released Claims is a full and final general release applying to both those Settlement Class Member Released Claims that are currently known, anticipated, or disclosed to Releasing Settlement Class Members and to all those Settlement Class Member Released Claims that are presently unknown, unanticipated, or undisclosed to any Releasing Settlement Class Members arising out of or related to the living wage surcharge charged by Defendants as alleged in the Action. Releasing Settlement Class Members acknowledge that the facts could be different than they now know or suspect to be the case, but they are nonetheless releasing all such unknown claims. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional different claims or facts relative to the matters released. This is an essential term of this Agreement without which there would have been no settlement

6.4 Defendants hereby release Plaintiff and Class Counsel from any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution,

assertion, or resolution of the Action, including, but not limited to, claims for attorneys' fees, costs of suit, or sanctions of any kind.

7. Representations And Warranties. Plaintiff, on behalf of himself and the Class Members, on the one hand, and Defendants on the other hand, and each of them, represent and warrant to, and agree with, each other as follows:

7.1 All named parties have each received independent legal advice from attorneys of their choice with respect to the advisability of making the settlement and release provided herein, and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement by each named party, that named party's attorney reviewed this Agreement at length and signed this Agreement to indicate that the attorney approved this Agreement as to form and substance.

7.2 Except as expressly stated in this Agreement, no named party has made any statement or representation to any other party regarding any fact relied upon by any other party in entering into this Agreement, and each named party specifically does not rely upon any statement, representation, or promise of any other named party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

7.3 There have been no other agreements or understandings between the parties hereto, or any of them, relating to the disputes referred to in this Agreement, except as expressly stated in this Agreement.

7.4 Each named party has made such investigation of the facts pertaining to this settlement and this Agreement, and all of the matters pertaining thereto, as it deems necessary.

7.5 Class Counsel recognize the expense and duration of continued proceedings necessary to continue the litigation against Defendants through trial and possible appeals. Class Counsel also have taken into account the uncertainty and risk of the outcome of the litigation and the difficulties and delays inherent in such litigation. Class Counsel are aware of the burden of proof necessary to establish liability for the alleged claims and of the defenses thereto. Class

Counsel also have considered the arms-length settlement negotiations conducted by the parties. Based upon their investigation, their understanding of the law, and an analysis of the benefits which this Agreement affords to the Class Members, Class Counsel have determined that the settlement set forth in this Agreement is in the best interest of the Class Members.

7.6 The terms of this Agreement, without limitation, are contractual, not a mere recital, and are the results of negotiation among all the named parties.

7.7 This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each person executing this Agreement.

7.8 Each person executing this Agreement in a representative capacity warrants that he, she or it is fully authorized and empowered to do so.

7.9 Except for those representations and promises that form this Agreement, in entering into this Agreement and the settlement provided for herein, the named parties, and each of them, recognize that no facts or representations are ever absolutely certain; accordingly, each party hereto assumes the risk of any misrepresentation, concealment or mistake, and if any named party should subsequently discover that any fact it relied upon in entering into this Agreement was untrue, or that any fact was concealed from any party hereto, or that any understanding of the facts or of the law was incorrect, such named party shall not be entitled to set aside this Agreement, or any of the releases contained herein, by reason thereof. Nor shall it affect the releases. This Agreement is intended to be final and binding between all named parties regardless of any claims of fraud, misrepresentation, promise made without the intention of performing it, concealment of fact, mistake of fact or law, or any other circumstances whatsoever. Each party relies on the finality of this Agreement as a material factor inducing that party's execution of this Agreement.

7.10 Each named party hereto agrees that such party will not take any action which would interfere with the performance of this Agreement by any of the named parties hereto or which would adversely affect any of the rights provided for herein.

7.11 The named parties hereto covenant and agree not to bring any claim, action, suit, or proceeding against any named party hereto, directly or indirectly, regarding or related in any manner to the matters released hereby, and they further covenant and agree that this Agreement is a bar to any such claim, action, suit, or proceeding.

8. Force and Effect of Settlement. In the event that this settlement does not become final in accordance with the terms hereof, then this Agreement will be of no force or effect. The parties hereto agree that this Agreement, including its exhibits, and any and all negotiations, drafts of settlement documents and discussions associated with it, will be inadmissible in evidence against any party, and further will not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendants or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action or any other action, and evidence thereof will not be discoverable or used directly or indirectly in any way, whether in the Action or in any other action or proceeding. Plaintiff and Defendants expressly reserve all of their rights and preserve all applicable defenses if this settlement does not become final in accordance with the terms of this Agreement. Further, in the event this settlement does not become final in accordance with the terms of this Agreement, the Agreement and all matters leading up to or related to the settlement are confidential settlement communications inadmissible under California Code of Evidence § 1152(a), Rule 408 of the Federal Rules of Evidence, and/or any and all other applicable federal and state rules, regulations, and laws. The provisions of this section will survive and continue to apply to Defendants and Plaintiff and each Class Member, even if the Court does not approve the settlement, or the Court's approval of this settlement is set aside on appeal. Notwithstanding the foregoing, this Agreement may be used or admitted into evidence against any party as to whom this Agreement is being enforced.

9. Nonassignment of Claims. Plaintiff and the Class Members represent and warrant that they are the sole and lawful owners of all right, title and interest in and to every claim and other matter which they purport to release herein, and that they have not heretofore assigned or transferred, or purported to assign or transfer to any person or entity any claim or other matters herein released.

10. Settlement. This Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by either party of any liability of any kind to each other or to any other party, all such liability being expressly denied.

11. Successors And Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Plaintiff and all Class Members, and Defendants and each of them.

12. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

13. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among each party and the parties' respective attorneys. In the event any court should find any provision of this Agreement to be ambiguous, such terms shall not be construed against any party. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Defendants, Plaintiff and the Class Members agree that each has the right to set aside or rescind this Agreement if modifications to it are required by the Court or by any appellate court, which are determined by them in their sole discretion to be material.

14. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California.

15. Execution In Counterparts and By Electronic Copy, PDF, or Facsimile. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement. An electronic copy, PDF, or facsimile of an original signed counterpart shall be deemed an original for all purposes.

16. Survival of Warranties And Representations. The warranties and representations of this Agreement are deemed to survive the closing hereof.

17. Signatures Necessary. This Agreement and the terms and conditions hereof shall not become effective and shall have no force or effect whatever until executed by the parties and their attorneys and exchanged by and between all parties.

18. Dispute Resolution. In the even the parties have a dispute about any issue related to this Agreement, they agree to submit to mediation before Hon. Richard Haden (Ret.) to attempt to resolve such dispute.

19. Enforcement of Settlement Agreement. The parties agree that this Court shall retain jurisdiction to enforce this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto and their respective attorneys have executed this Agreement on the dates set forth opposite their respective signatures.

Dated: _____

JAY SOUTH

Dated: _____

BBC PCH LLC dba Baja Beach Café; Boardwalk F & B LLC dba Baja Beach Café; Cabo Cantina LLC; Cabo Cantina L.A. LLC; CC Hlwd LLC dba Cabo Cantina; CC Santa Monica LLC dba Cabo Cantina; CC Venice LLC dba Cabo Cantina; CCPB LLC dba Cabo Cantina; Hillcrest FC LLC dba Fiesta Cantina; HLWD IP Grill LLC dba Jameson's Irish Pub; Kahuna Restaurant Group LLC dba Fiesta Cantina; PB Cantina LLC; Sunset Cantina LLC dba Cabo Cantina; and Sunset Lounge LLC dba Sunset Trocadero Lounge

MILTON ZAMPELLI

By: _____

Title: Owner/Managing Member

APPROVED AS TO FORM BY COUNSEL:

Dated: _____

SLATTERY, SOBEL & DECAMP, LLP

By

JL SEAN SLATTERY
TIMOTHY CAMPEN
Attorneys for Plaintiff
JAY SOUTH
and the Putative Class

Dated: _____

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By

MOE KESHAVARZI
Attorneys for Defendants
BBC PCH LLC dba Baja Beach Café; Boardwalk F &
B LLC dba Baja Beach Café; Cabo Cantina LLC; Cabo
Cantina L.A. LLC; CC Hlwd LLC dba Cabo Cantina;
CC Santa Monica LLC dba Cabo Cantina; CC Venice
LLC dba Cabo Cantina; CCPB LLC dba Cabo Cantina;
Hillcrest FC LLC dba Fiesta Cantina; HLWD IP Grill
LLC dba Jameson's Irish Pub; Kahuna Restaurant
Group LLC dba Fiesta Cantina; PB Cantina LLC;
Sunset Cantina LLC dba Cabo Cantina; and Sunset
Lounge LLC dba Sunset Trocadero Lounge