

MULTNOMAH COUNTY CIRCUIT COURT FOR THE STATE OF OREGON

IF YOU PAID A SERVICE CHARGE AT GRAND CENTRAL RESTAURANT AND LOUNGE FROM JULY 1, 2016 THROUGH NOVEMBER 22, 2017, YOU MAY BE ENTITLED TO BENEFITS UNDER A CLASS ACTION SETTLEMENT.

*Multnomah County Circuit Court for the State of Oregon authorized this Notice.
This is not a solicitation from a lawyer.*

- A proposed settlement has been reached with Concept Entertainment-Six, LLC d/b/a Grand Central Restaurant and Bowling Lounge (“Concept Entertainment”) in a class action lawsuit that claims Concept Entertainment charged a 2% service charge in a way that was inconsistent with Oregon law. *Mehrens v. Concept Entertainment-Six, LLC d/b/a Grand Central Restaurant and Bowling Lounge* (Case No. 17CV49816) (the “Action”).
- Concept Entertainment-Six denies any wrongdoing and believes its assessment of a service charge complied with applicable law. Concept Entertainment-Six has asserted defenses both to the certification of a class in the Action and to the plaintiffs’ legal claims. In agreeing to the proposed settlement, Concept Entertainment-Six maintains that it complied with the law and does not admit any wrongdoing.
- The proposed settlement provides for Settlement Class Members (persons who qualify under the definition of the class) who submit a timely and valid claim to receive a Claim Payment of up to a maximum of forty dollars (\$40). The Claim Payment may be less than \$40 depending on the number of Settlement Class Members who submit claims. Concept Entertainment-Six has agreed to provide a maximum of \$40,000 for a Settlement Fund from which Claim Payments will be paid to Eligible Claimants (Settlement Class Members who submit an eligible claim).
- Your legal rights are affected whether you act or don’t act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to receive a Claim Payment is to submit a timely and valid Claim Form by U.S. Mail to the Settlement Administrator.
EXCLUDE YOURSELF	The only way to exclude yourself from the settlement is to mail a written request for exclusion to the Settlement Administrator. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in the case. You will not be eligible to submit a claim if you exclude yourself.
OBJECT	Write to the Court about why you don’t like the settlement. You can do this only if you don’t exclude yourself. Written objections must be mailed to Class Counsel.
GO TO THE HEARING	Ask to speak in Court about the fairness of the settlement. You can do this only if you don’t exclude yourself.
DO NOTHING	You must submit a Claim Form to be eligible to receive a Claim Payment. Otherwise, you will not receive any payment as part of the settlement and are giving up your rights to assert any claims about the legal claims in the case against Concept Entertainment-Six or other parties released pursuant to the settlement agreement.

- This Notice explains these rights and options—**and the deadlines to exercise them.**
- The Court must decide whether to approve the settlement as part of the process described in this Notice. Claim Payments will be made if the Court approves the settlement.

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Basic Information

1. Why did I get a Notice?

You received a notice because Concept Entertainment-Six determined that you were potentially charged a 2% service charge between July 1, 2016 and November 22, 2017 and that could qualify you as a class member under the definition of the class encompassed by the proposed settlement. Those potential class members who could be reasonably identified received a postcard or fold over envelope notice, at the Settlement Administrator’s suggestion, along with a Claim Form. The Settlement Administrator also caused publication notice in *The Oregonian* on two (2) separate weekdays.

The Court ordered that a Notice be sent to you because you have a right to know about a proposed settlement of the class action against Concept Entertainment-Six and about your options, before the Court decides whether to approve the settlement. If the Court approves it, the Settlement Administrator will make any Claim Payments that the settlement allows.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. Please read this Notice carefully.

The Multnomah County Circuit Court for the State of Oregon has jurisdiction over this proposed settlement. The people who sued are called the Representative Plaintiffs, because they sought to bring a class action lawsuit, and the company they sued is called a Defendant. Concept Entertainment-Six is the Defendant in the Action.

2. What is the lawsuit about?

Concept Entertainment-Six owns and operates the Grand Central Restaurant and Bowling Lounge. Representative Plaintiffs filed a proposed class action lawsuit, the Action, against Concept Entertainment-Six. In the Action, the Representative Plaintiffs claim Concept Entertainment-Six charged a 2% service charge in a way that was inconsistent with Oregon laws.

Concept Entertainment-Six believes that it complied with all applicable laws. In agreeing to this proposed settlement, Concept Entertainment-Six maintains that its conformed with Oregon law and does not admit any wrongdoing. This settlement is not an admission of wrongdoing.

3. Why is this a class action?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. In this case, the class representatives are Representative Plaintiffs Kevin Mehrens and Chris Roehm. One court resolves the issues for all class members, except those who exclude themselves from the Class. The Multnomah County Circuit Court for the State of Oregon has jurisdiction over this Action and the proposed settlement.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost and uncertainty of a trial, and settlement benefits go to the class members. The Representative Plaintiffs and their attorneys think the settlement is best for the class members.

Who Is in the Settlement?

To see if you may qualify for a monetary payment (a Claim Payment) from this settlement, you first have to determine whether you are a class member.

5. How do I know if I am part of the settlement?

The Court has preliminarily decided that everyone who fits the following description is a class member:

All Oregon consumers who during the period of July 1, 2016 through November 22, 2017, were charged a service charge at Grand Central Restaurant and Bowling Lounge.

6. Who is not included in the Class?

The Class does not include any persons who validly request exclusion from the Class. The Class also does not include Defendant, any entity that has a controlling interest in Defendant, and Defendant's current or former directors, officers, counsel, and their immediate families.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can request more information from the Settlement Administrator by phone, email, or U.S. Mail. You can contact the Settlement Administrator by phone at 1(888) 409-2564, by sending an email to ServiceChargeSettlement@cptgroup.com, or by U.S. Mail at *Concept Entertainment-Six*, Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

The Settlement Benefits—What You Get

8. What does the settlement provide?

If you are a member of the class ("Settlement Class Member") and submit a timely and valid claim, you could receive up to forty dollars (\$40). You also could receive less than this amount as a Claim Payment depending on the number of Settlement Class Members who submit claims.

Concept Entertainment-Six has agreed to provide a maximum of \$40,000 for a Settlement Fund from which the Settlement Administrator will pay Claim Payments to Eligible Claimants (Settlement Class Members who submit a timely and valid claim).

The Settlement Administrator will determine whether you have submitted a timely and valid claim. Concept Entertainment-Six additionally reserves the right, but is not obligated, to review claims submitted to determine whether a Settlement Class Member was charged a service charge or otherwise qualifies as a class member.

Concept Entertainment-Six also agreed to pay the costs of settlement administration and certain attorneys' fees (up to \$75,000), costs (up to \$7,600), and a service awards to the Representative Plaintiffs (up to \$1,500 each for a total of \$3,000) for serving as the class representatives.

9. What can I get from the settlement?

You must submit a timely and valid Claim Form by U.S. Mail to the Settlement Administrator within January 25, 2019 to be eligible to receive a Claim Payment. The Claim Form was attached to the postcard or envelope notice, that you received. The Claim Form may be submitted via U.S. Mail to *Concept Entertainment-Six Settlement*, Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 or by email to ServiceChargeSettlement@cptgroup.com, and must be time-stamped or postmarked no later than January 25, 2019, to be considered timely submitted.

If you submit a timely and valid Claim Form, you could receive up to three times your actual damages as part of this settlement. You also could receive less than three times your actual damages as a Claim Payment depending on the number of Settlement Class Members who submit claims.

How You Get a Claim Payment —Submitting a Claim Form

10. How can I get a payment

You must submit a timely and valid Claim Form by email or U.S. Mail to the Settlement Administrator to be eligible to receive a Claim Payment. The Claim Form was included with the postcard or envelope notice, that you received. You may submit the Claim Form by U.S. Mail to *Concept Entertainment-Six Settlement*, Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 or by email to ServiceChargeSettlement@cptgroup.com. Your submission must be time-stamped or postmarked no later than January 25, 2019 to be considered timely.

You can also request a Claim Form from the Settlement Administrator by sending an email to ServiceChargeSettlement@cptgroup.com or mailing a request to *Concept Entertainment-Six Settlement*, Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

You must fill out the Claim Form truthfully and completely, and meet the requirements of a valid claim as set forth in the Settlement Agreement in order to receive a Claim Payment.

The Settlement Administrator will review your Claim Form to determine whether you have submitted a timely and valid claim. *Concept Entertainment-Six* also reserves the right, but is not obligated, to review any Claim Form submitted to determine if you have a valid claim under the class definition.

Concept Entertainment-Six's review could include determining whether you were charged a 2% service fee during the period of July 1, 2016 through November 22, 2017.

If your claim is denied by either the Settlement Administrator or *Concept Entertainment-Six*, you will be provided notification and an explanation of the reason(s) why.

11. When would I get my payment

The Court will hold a hearing on February 15, 2019, at 1:30 p.m. to decide whether to approve the settlement. If the Court approves the settlement, there may still be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for the Claim Forms to be processed. The Parties expect it will take several months at the earliest before Settlement Class Members receive Claim Payments from the Settlement Administrator.

12. What am I giving up if I remain in the Class?

Unless you exclude yourself, you stay in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against *Concept Entertainment-Six* about the legal issues in this case. If the settlement is approved and becomes final and not subject to appeal, then you and all class members release all "Released Claims" against all "Released Parties," as defined below.

"Released Claims" means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities, that arise out of or relate in any way to communications (including, but not limited to, email and phone communications) between *Concept Entertainment-Six* and Settlement Class Members, regarding alleged improper debt collection activities, that have been, or could have been, brought in the Action, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action.

"Released Parties" means *Concept Entertainment-Six*, along with each and every one of its respective affiliates, parents, direct and indirect subsidiaries, agents, insurers, and any company or companies under common control with

Concept Entertainment-Six, and each of its respective predecessors, successors, past and present officers, directors, managers, employees, agents, contractors, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on its behalf.

Excluding Yourself from the Settlement

If you don't want to submit a claim and potentially receive a Claim Payment from this settlement, and you want to keep any right you may have to sue or continue to sue Concept Entertainment-Six or other Released Parties on your own about the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself and is sometimes referred to as "opting out" of the Class. Concept Entertainment-Six may terminate the settlement if a certain number of people exclude themselves from the Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a signed letter by mail stating that you "want to opt out of the Concept Entertainment-Six Settlement." Please be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than January 10, 2019, to:

Concept Entertainment-Six Settlement
Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot exclude yourself through a request made by phone, fax, or email.

14. What is the effect if I exclude myself from this settlement?

If you ask to be excluded, you will not be eligible to submit a claim and potentially receive a Claim Payment as part of the settlement. Also, you cannot object to the settlement. You will not be legally bound by anything that happens in the Action. You may be able to sue (or continue to sue) Concept Entertainment-Six in the future about the legal issues in this case.

15. If I don't exclude myself, can I sue defendant for the same thing later?

No. Unless you exclude yourself, you give up your right to sue Concept Entertainment-Six and the other Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Class to pursue your own lawsuit.

16. If I don't exclude myself, can I receive a Claim Payment from this settlement?

No. If you exclude yourself, you cannot send in a Claim Form and are not eligible to receive a Claim Payment as part of this settlement. You may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Concept Entertainment-Six and the other Released Parties.

The Lawyers Representing You

17. Do I have a lawyer in the case?

The Court appointed Michael Fuller of OlsenDaines and Kelly Jones of The Law Office of Kelly Jones, both of Portland, Oregon, to represent the Class. These lawyers are called Class Counsel. You will not be charged for these lawyers. The Court will determine the amount of Class Counsel's fees and costs, which Concept Entertainment-Six will pay as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will request from the Court an award of attorneys' fees up to \$75,000, litigation costs of up to \$7,600, and for a Service Award of \$1,500 for each of the Representative Plaintiffs (Mr. Mehrens and Mr. Roehm) for a total Service Award of \$3,000 as compensation for serving as the class representatives. Concept Entertainment-Six will

pay Class Counsel's fees and costs, and the Service Award as awarded by the Court. You have the right to object to the requested fees, costs, and Service Award. Concept Entertainment-Six will also pay the costs for the Settlement Administrator, Class Notice, and administration of the settlement.

Class Counsel will file their papers in support of final approval of the settlement and their application for attorneys' fees and reimbursement of costs, and for the Service Award, by no later than December 10, 2018 and February 1, 2019, respectively.

Objecting to the Settlement

You can tell the Court that you don't agree with the settlement or some part of it.

19. How do I tell the Court if I don't like the settlement?

If you are a class member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a signed letter saying you object to the proposed settlement in *Mehrens v. Concept Entertainment-Six, LLC*, Case No. 17CV49816. Be sure to include your name, address, telephone number, a statement indicating that you are a class member, the reasons why you object to the settlement, and your signature. Your objection and any supporting papers must be postmarked by and mailed to Class Counsel at the following address no later than January 10, 2019:

Class Counsel
Attn: Michael Fuller
OlsenDaines
US Bancorp Tower
111 SW 5th Ave., Suite 3150
Portland, Oregon 97204

You cannot submit an objection by phone, fax, or email.

20. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

The Court's Settlement Hearing

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Settlement Hearing at 1:30 p.m. on February 15, 2019 at the Multnomah County Circuit Court for the State of Oregon, 1021 SW 4th Ave, Portland, OR 97204. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve the requested fees, costs, and Service Award. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

22. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court and talk about it. As long as your written objection is submitted to Class Counsel and postmarked by January 10, 2019, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear” in “*Mehrens v. Concept Entertainment-Six, LLC d/b/a Grand Central Restaurant and Bowling Lounge* (Case No. 17CV49816).” Be sure to include your name, address, telephone number, a statement that you are a class member, a list of any documents you want the Court to consider, the names of any witnesses who you want to testify, and your signature. Your Notice of Intention to Appear must be postmarked and sent to the address in Question [19], no later than January 10, 2019. You cannot speak at the hearing if you exclude yourself.

If You Do Nothing

24. What happens if I do nothing at all?

If you do nothing, you will not receive a Claim Payment, as you must submit a Claim Form to receive a Claim Payment. Unless you exclude yourself from the Class, you won’t be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Concept Entertainment-Six or the Released Parties about the legal issues resolved by this settlement.

Getting More Information

25. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details appear in the Settlement Agreement and Release of Claims (the “Agreement”). Copies of the Agreement and the pleadings and other documents relating to the Action are on file at the Multnomah County Circuit Court for the State of Oregon and may be examined and copied at any time during regular office hours at the Multnomah County Circuit Court for the State of Oregon, 1021 SW 4th Ave, Portland, OR 97204. The Agreement is also available by request from the Settlement Administrator. You can request a copy of the Agreement by emailing a request to ServiceChargeSettlement@cptgroup.com or mailing a request to *Concept Entertainment-Six Settlement*, Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

25. How do I get more information?

The Settlement Administrator can provide additional information about the settlement. You can contact the Settlement Administrator by phone at 1(888) 409-2564, email at ServiceChargeSettlement@cptgroup.com, and by U.S. Mail at *Concept Entertainment-Six Settlement*, Settlement Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. You may also visit the settlement website at www.cptgroup.com/ServiceChargeSettlement. **You should not direct questions to the Court.**

Dated: October 11, 2018

By Order of the Court
CLERK OF THE COURT