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12 NATASHA KONISHI and NICOLE WHEAT

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF ORANGE**

16 NATASHA KONISHI, individually and on behalf  
of others similar situated and as an aggrieved  
17 employee and Private Attorney General,

18 Plaintiff,

19 v.

20 LOUNGE GROUP, INC., a California  
corporation; THE BALBOA LLC, a California  
21 limited liability company; HELMSMAN ALE  
HOUSE, a California business entity of unknown  
22 nature; MARIO MAROVIC, an individual; and  
DOES 1 through 50, inclusive

23 Defendants.  
24  
25  
26  
27  
28

**CLASS ACTION**

Case No: 30-2021-01201250-CU-OE-CXC  
Hon. Randall J. Sherman  
Dept. CX105

*Related to Case No:*  
30-2021-01210986-CU-OE-CXC

**SECOND AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. **Failure to Pay Minimum Wages**  
[CAL. LAB. CODE §§ 1182,  
1182.12, 1194, 1194.2, 1197 and  
1197.1]
2. **Failure To Pay Overtime and  
Double-Time Compensation**  
[CAL. LAB. CODE §§ 510, 1194,  
1198, 8 CAL. CODE REGS. §  
11050(3)(A)(1), *et. seq.*]
3. **Failure To Provide Meal Periods**  
[CAL. LAB CODE §§ 226.7, 512, 8  
CAL. CODE REGS. § 11050(11)]

4. **Failure To Provide Rest Periods** [CAL. LAB CODE § 226.7, 8 CAL. CODE REGS. § 11050(12)]
5. **Failure to Indemnify** [CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11050(9)(B)]
6. **Failure To Provide Accurate Itemized Wage Statements** [CAL. LAB. CODE § 226]
7. **Waiting Time Penalties For Failure to Pay Timely Wages** [CAL. LAB. CODE §§ 201, 202, and 203]
8. **Unfair Competition and Unlawful Business Practices** [CAL. BUS. & PROF. CODE § 17200, *et. seq.*]; and
9. **Penalties Pursuant to the Private Attorney General Act (“PAGA”)** [CAL. LAB. CODE § 2699, *et. seq.*]

**DEMAND FOR JURY TRIAL**

COME NOW, Plaintiff NATASHA KONISHI (“Plaintiff Konishi”) and Plaintiff NICOLE WHEAT (“Plaintiff Wheat”) (Plaintiff Konishi and Plaintiff Wheat are referred to as “Plaintiffs”), and submit this unverified Second Amended Class Action Complaint (“SAC”) as follows:

**I.**

**INTRODUCTION**

1. Plaintiffs bring this action on behalf of themselves and all similarly situated individuals for Failure to Pay Minimum Wages; Failure to Pay Overtime and Double-Time Compensation; Failure to Provide Meal Periods; Failure to Provide Rest Periods; Failure to Indemnify; Failure to Provide Accurate Itemized Wage Statements; Waiting Time Penalties; Unfair Competition and Unlawful Business Practices; and Penalties pursuant to the Private Attorney General Act (“PAGA”).

2. All allegations in this SAC are based upon information and belief except for those allegations that pertain to Plaintiffs named herein and their counsel. Each allegation in this SAC either

1 has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for  
2 further investigation and discovery.

3 **II.**

4 **JURISDICTION AND VENUE**

5 3. This Court has jurisdiction over this action pursuant to CAL. CODE CIV. PROC. § 410.10.

6 4. Venue is proper in this Court pursuant to CAL. CODE CIV. PROC. §§ 395 and 395.5  
7 because of the facts and circumstances giving rise to this action as alleged herein occurred in the  
8 County of Orange.

9 **III.**

10 **THE PARTIES**

11 **A. The Plaintiffs.**

12 5. Plaintiff Konishi is, and at all times mentioned herein was, an individual residing in the  
13 County of Orange, State of California, and is a member of the Class as defined in paragraph 29 below.

14 6. Plaintiff Wheat is, and at all times mentioned herein was, an individual residing in the  
15 County of Orange, State of California, and is a member of the Class as defined in paragraph 29 below.

16 **B. The Defendants.**

17 6. Plaintiffs are informed and believe, and based upon that information and belief allege,  
18 that Defendant LOUNGE GROUP, INC., is, and at all times herein mentioned was, a California  
19 corporation conducting business in the County of Orange, State of California.

20 7. Plaintiffs are informed and believe, and based upon that information and belief allege,  
21 that Defendant THE STAG BAR, INC., is, and at all times herein mentioned was, a California  
22 corporation conducting and doing business as “Stag Bar” in the County of Orange, State of California.

23 8. Plaintiffs are informed and believe, and based upon that information and belief allege,  
24 that Defendant MALARKY’S IRISH PUB, INC., is, and at all times herein mentioned was, a  
25 California corporation conducting and doing business as “Malarky’s Irish Pub” in the County of  
26 Orange, State of California.

27 9. Plaintiffs are informed and believe, and based upon that information and belief allege,  
28 that Defendant OCEANFRONT DELI, INC., is, and at all times herein mentioned was, a California

1 corporation conducting and doing business as “Dory Deli” in the County of Orange, State of  
2 California.

3 10. Plaintiffs are informed and believe, and based upon that information and belief allege,  
4 that Defendant ORANGE CIRCLE LOUNGE, INC., is, and at all times herein mentioned was, a  
5 California corporation conducting and doing business as “The District Lounge” in the County of  
6 Orange, State of California.

7 11. Plaintiffs are informed and believe, and based upon that information and belief allege,  
8 that Defendant PENINSULA RESTAURANT GROUP, INC., is, and at all times herein mentioned  
9 was, a California corporation conducting and doing business as “Playa Mesa” in the County of Orange,  
10 State of California.

11 12. Plaintiffs are informed and believe, and based upon that information and belief allege,  
12 that Defendant FULLERTON LOUNGE, INC., is, and at all times herein mentioned was, a California  
13 corporation conducting and doing business as “Matador Cantina” in the County of Orange, State of  
14 California.

15 13. Plaintiffs are informed and believe, and based upon that information and belief allege,  
16 that Defendant THE BALBOA, LLC, is, and at all times herein mentioned was, a California limited  
17 liability company conducting and doing business as “Helmsman Ale House” in the County of Orange,  
18 State of California.

19 14. Plaintiffs are informed and believe, and based upon that information and belief allege,  
20 that Defendant MULDOON’S PUB, LLC, is, and at all times herein mentioned was, a California  
21 limited liability company conducting and doing business as “Muldoon’s Irish Pub” in the County of  
22 Orange, State of California.

23 15. Plaintiffs are informed and believe, and based upon that information and belief allege,  
24 that Defendant BLACKIE’S BY THE SEA, LLC, is, and at all times herein mentioned was, a  
25 California limited liability company conducting and doing business as “Blackie’s By The Sea” in the  
26 County of Orange, State of California.

27 16. Plaintiffs are informed and believe, and based upon that information and belief allege,  
28 that Defendant COLD BREW, LLC, is, and at all times herein mentioned was, a California limited

1 liability company conducting and doing business as “2J’s Lounge” in the County of Orange, State of  
2 California.

3 17. Plaintiffs are informed and believe, and based upon that information and belief allege,  
4 that Defendant MARINER’S RESTAURANT, LLC, is, and at all times herein mentioned was, a  
5 California limited liability company conducting and doing business as “Wild Goose Tavern” in the  
6 County of Orange, State of California.

7 18. Plaintiffs are informed and believe, and based upon that information and belief allege,  
8 that Defendant BOARDWALK MEXICAN, LLC, is, and at all times herein mentioned was, a  
9 California limited liability company conducting and doing business as “Super Panga Taqueria” in the  
10 County of Orange, State of California.

11 19. Plaintiffs are informed and believe, and based upon that information and belief allege,  
12 that Defendant PSA FUND, LLC, is, and at all times herein mentioned was, a California limited  
13 liability company conducting and doing business as “The Country Club” in the County of Orange,  
14 State of California.

15 20. Plaintiffs are informed and believes, and based upon that information and belief allege,  
16 that Defendant MARIO MAROVIC is an individual conducting business in the County of Orange,  
17 State of California, and is a principal, owner, shareholder, member, operator, and/or manager of the  
18 other Defendants named in this SAC, including DOES 1 through 50

19 21. The true names and capacities, whether individual, corporate, partnership, associate, or  
20 otherwise of defendants DOES 1 through 50, inclusive, are unknown to the Plaintiffs who therefore sue  
21 these defendants by such fictitious names pursuant to section 474 of the California Code of Civil  
22 Procedure. Plaintiffs will seek leave to amend this SAC to allege that the defendants named herein,  
23 including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events  
24 and happenings that proximately caused the injuries and damages hereinafter alleged.

25 22. Plaintiffs are informed and believe, and based upon that information and belief allege,  
26 that the defendants named in this SAC, including DOES 1 through 50, inclusive, are, and at all times  
27 mentioned herein were, the agents, servants, and/or employees of each of the other defendants and that  
28 each defendant was acting within the course of scope of his, her, or its authority as the agent, servant

1 and/or employee of each of the other defendants. Consequently, all of the defendants are jointly and  
2 severally liable to the Plaintiffs and the putative Class for the damages sustained as a proximate result  
3 of their conduct.

4 23. All Defendants, including DOES 1 through 50, are “employers” as defined by the  
5 Industrial Welfare Commission because they satisfy one or more of the following three disjunctive  
6 elements: “(a) to exercise control over the wages, hours or working conditions, or (b) to suffer or  
7 permit to work, or (c) to engage, thereby creating a common law employment relationship.” *See*  
8 *Martinez v. Combs* (2010) 49 Cal.4th 35, 64; *see also*, INDUSTRIAL WAGE ORDER No. 5-2001,  
9 paragraph (2) (codified under 8 CAL. CODE REGS. § 11050(2)).

10 24. To the extent that any of the Defendants, including DOES 1 through 50, are natural  
11 persons who are an owner, director, officer, or managing agent of any of the corporate or limited  
12 liability company defendants named herein, section 558.1(a) of the California Labor Code provides  
13 that:

14 Any employer or other person acting on behalf of an employer, who violates or causes  
15 to be violated, any provision regulating minimum wage or hours and days in any order  
16 of the Industrial Welfare Commission, or violates or causes to be violated Sections  
17 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such  
18 violation.

19 25. All named Defendants, including DOES 1 through 50, are collectively referred to herein  
20 as the “Defendants.”

21 **C. Alter Ego Allegations.**

22 26. Plaintiffs are informed and believe, and based upon that information and belief  
23 allege, that:

- 24 a. Defendants LOUNGE GROUP, INC., THE STAG BAR, INC., MALARKY’S  
25 IRISH PUB, INC., OCEANFRONT DELI, INC., ORANGE CIRCLE  
26 LOUNGE, INC., PENINSULA RESTAURANT GROUP, INC., FULLERTON  
27 LOUNGE, INC., THE BALBOA, LLC, MULDOON’S PUB, LLC,  
28 BLACKIE’S BY THE SEA, LLC, COLD BREW, LLC, MARINER’S  
RESTAURANT, LLC, BOARDWALK MEXICAN, LLC, and PSA FUND,  
LLC, are, and at all relevant times were, mere shells without capital, assets,

1 stock, shareholders, or members and who were alter egos of Defendant MARIO  
2 MAROVIC, including DOES 1 through 10;

- 3 b. There is, and at all relevant times was, a unity of interest and/or ownership  
4 between all of these Defendants so that any individuality or separateness  
5 between them has ceased to exist;
- 6 c. These Defendants are nominally structured for the sole purpose of avoiding  
7 responsibility from satisfying any debts or other obligations by Defendant  
8 MARIO MAROVIC and/or DOES 1 through 10, including a monetary judgment  
9 that may be rendered in this action; and
- 10 d. Defendants LOUNGE GROUP, INC., THE STAG BAR, INC., MALARKY'S  
11 IRISH PUB, INC., OCEANFRONT DELI, INC., ORANGE CIRCLE  
12 LOUNGE, INC., PENINSULA RESTAURANT GROUP, INC., FULLERTON  
13 LOUNGE, INC., THE BALBOA, LLC, MULDOON'S PUB, LLC,  
14 BLACKIE'S BY THE SEA, LLC, COLD BREW, LLC, MARINER'S  
15 RESTAURANT, LLC, BOARDWALK MEXICAN, LLC, and PSA FUND,  
16 LLC are, and at all relevant times were, completely controlled, dominated,  
17 managed, and operated by Defendant MARIO MAROVIC, including DOES 1  
18 through 10, so that these Defendants were mere shells, instrumentalities, and/or  
19 conduits through which each of these Defendants conducted some or all of their  
20 business.

21 27. Plaintiffs are informed and believe and thereupon allege that Defendants LOUNGE  
22 GROUP, INC., THE STAG BAR, INC., MALARKY'S IRISH PUB, INC., OCEANFRONT DELI,  
23 INC., ORANGE CIRCLE LOUNGE, INC., PENINSULA RESTAURANT GROUP, INC.,  
24 FULLERTON LOUNGE, INC., THE BALBOA, LLC, MULDOON'S PUB, LLC, BLACKIE'S BY  
25 THE SEA, LLC, COLD BREW, LLC, MARINER'S RESTAURANT, LLC, BOARDWALK  
26 MEXICAN, LLC, and PSA FUND, LLC are, and at all relevant times were, insolvent and/or otherwise  
27 unable to satisfy any debts or liabilities, including a monetary judgment that may be rendered against  
28 them in this action.





- 1 a. The questions of law and fact common to the Class predominate over any question  
2 affecting only individual members;
- 3 b. A class action is superior to any other available method for the fair and efficient  
4 adjudication of the claims of the members of the Class;
- 5 c. The members of the Class are so numerous that it is impractical to bring all  
6 members of the Class before the Court;
- 7 d. Plaintiffs and the other class members will not be able to obtain effective and  
8 economic legal redress unless this action is maintained as a class action;
- 9 e. There is a community of interest in obtaining appropriate legal and equitable relief  
10 for the legal and statutory violations and other improprieties, and in obtaining  
11 adequate compensation for the damages and injuries that Defendants' actions have  
12 inflicted upon the Class;
- 13 f. There is a community of interest in ensuring that the combined assets and available  
14 insurance of Defendants is sufficient to adequately compensate the members of the  
15 Class for the injuries sustained;
- 16 g. Without class certification, the prosecution of separate actions by individual  
17 members of the Class would create a risk of:
- 18 i. Inconsistent or varying adjudications with respect to individual members of the  
19 Class which would establish incompatible standards of conduct for Defendants,  
20 and/or
- 21 ii. Adjudications with respect to the individual members which would, as a  
22 practical matter, be dispositive of the interests of other members not parties to  
23 the adjudications or would substantially impair or impede their ability to protect  
24 their interests, including but not limited to the potential for exhausting the funds  
25 available from those parties who are, or may be, responsible defendants.
- 26 h. Defendants have acted or refused to act on grounds generally applicable to the  
27 Class, thereby making final injunctive relief appropriate with respect to the Class as  
28 a whole.

1 **VI.**

2 **FACTUAL ALLEGATIONS**

3 32. From May 18, 2017, and ongoing, Plaintiffs and members of the Class were and/or are  
4 currently employed by Defendants as non-exempt employees.

5 33. Plaintiffs are informed and believe and based upon that information and belief allege  
6 that, at all relevant times herein, Defendants conducted business, and continue conduct business, within  
7 the hospitality and food and beverage industry.

8 34. Plaintiffs are informed and believe and thereupon allege that Defendants required them  
9 and members of the Class to work shifts exceeding eight (8) hours a day and/or forty (40) hours a week  
10 but failed to compensate them with overtime and/or double-time compensation for all time worked in  
11 excess of eight (8) hours in a workday and/or forty (40) hours in any given workweek.

12 35. Plaintiffs are informed and believe and thereupon allege that it was Defendants' policy  
13 and practice to prohibit Plaintiffs and members of the Class from having uninterrupted meal and rest  
14 periods. For each occurrence of these rest and meal period violations, Defendants failed to pay  
15 Plaintiffs and members of the Class an hour premium payment at their regular rate of pay.

16 36. Plaintiffs are informed and believe and thereupon allege that it was Defendants' policy  
17 and practice to not reimburse or indemnify Plaintiffs or members of the Class for expenses incurred  
18 while discharging their employment duties for the benefit of the Defendants.

19 37. Due to Defendants failure to properly pay its employees for all hours worked, including  
20 overtime compensation, double-time compensation, and meal and rest break premiums, as a derivative  
21 result Plaintiffs and members of the Class were not provided with accurate itemized wage statements,  
22 nor were they paid all wages due upon termination.

23 38. In addition, because Plaintiffs and members of the Class were not compensated for all  
24 hours worked, their paychecks did not, and do not, accurately or correctly reflect all hours worked or  
25 the corresponding rates of pay, including meal or rest break premiums.

26 **VII.**

27 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

28 39. On April 22, 2021, Plaintiff Konishi electronically submitted written notice to the

1 California Labor and Workforce Development Agency (the “LWDA”), pursuant to the California  
2 Private Attorney General Act of 2004 (“PAGA”), setting forth her contentions and claims on behalf of  
3 herself and on behalf of all those similarly aggrieved. Copies of this letter were also mailed to  
4 Defendants LOUNGE GROUP, INC., THE BALBOA, LLC, and MARIO MAROVIC, via certified  
5 mail.

6 40. On July 15, 2021, Plaintiff Wheat electronically submitted written notice to the LWDA,  
7 pursuant to PAGA, setting forth her contentions and claims on behalf of herself and on behalf of all  
8 those similarly aggrieved. Copies of this letter were also mailed to all Defendants named in this SAC  
9 on July 15, 2021, via certified mail.

10 41. The LWDA has failed to respond to either of the Plaintiffs’ letters within 65 days,  
11 thereby exhausting their administrative remedies.

12 **VIII.**

13 **FIRST CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **[CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197, and 1197.1]**

16 **(By Plaintiffs and the Putative Class Against All Defendants, Including DOES 1 through 50.)**

17 42. Plaintiffs re-allege and incorporate each and every allegation contained in each of the  
18 preceding paragraphs in this SAC and which are fully set forth herein by reference.

19 43. California law requires the state minimum wage to be at least equal to the federal  
20 minimum wage. CAL. LAB. CODE § 1182(b).

21 44. Notwithstanding section 1182(b) of the California Labor Code, the minimum wage may  
22 be fixed by applicable state or local law and the payment of a lower wage than the minimum so fixed is  
23 unlawful. CAL. LAB. CODE § 1197.

24 45. On April 4, 2016, Govern Jerry Brown signed legislation adopting a six-step increase to  
25 the state minimum wage:

26 For any employer who employees 26 or more employees, and minimum wage shall be as  
27 follows: [¶]

28 (A) From January 1, 2017, to December 31, 2017, inclusive, -ten dollars and fifty cents  
(\$10.50) per hour. [¶]

1 (B) From January 1, 2018, to December 31, 2018, inclusive,-eleven dollars (\$11) per  
2 hour. [¶]

3 (C) From January 1, 2019, to December 31, 2019, inclusive,-twelve dollars (\$12) per  
4 hour. [¶]

5 (D) From January 1, 2020, to December 31, 2020, inclusive,-thirteen dollars (\$13) per  
6 hour. [¶]

7 (E) From January 1, 2021, to December 31, 2021, inclusive,-fourteen dollars (\$14) per  
8 hour. [¶]

9 (F) From January 1, 2022, and until adjusted by subdivision (c)-fifteen dollars (\$15) per  
10 hour.

11 CAL. LAB. CODE § 1182.12(1)(b), *et. seq.*

12 46. Plaintiffs are informed and believe, and thereupon allege, that from May 18, 2017, and  
13 ongoing, Defendants, including DOES 1 through 50, both individually and in the aggregate, employed  
14 26 or more employees, including Plaintiffs and members of the Class.

15 47. Plaintiffs and members of the Class were not compensated for all hours worked, as  
16 alleged herein.

17 48. By virtue of Defendants' unlawful failure to pay Plaintiffs and members of the Class  
18 their respective and applicable minimum wages, Plaintiffs and members of the Class have suffered, and  
19 will continue to suffer, damages in amounts which are presently unknown but which exceed the  
20 jurisdictional limits of this Court and which will be ascertained according to proof at trial.

21 49. By virtue of Defendants' unlawful failure to pay Plaintiffs and members of the Class  
22 their respective and applicable minimum wages, Plaintiffs and members of the Class are entitled to  
23 recover the unpaid balance of the full amounts of minimum wages as applicable, including interest  
24 thereon, reasonable attorneys' fees, and costs of suit. CAL. LAB. CODE §§ 218.5 and 1194.

25 50. In addition, Plaintiffs and members of the Class are "entitled to recover liquidated  
26 damages in an amount equal to the wages unlawfully unpaid and interest thereon." CAL. LAB. CODE §  
27 1194.2.

28 ///

///

1 **IX.**

2 **SECOND CAUSE OF ACTION**

3 **Failure To Pay Overtime and Double Time Compensation**

4 [CAL. LAB. CODE §§ 510, 1194, 1198 and 8 CAL. CODE REGS. § 11050]

5 **(By Plaintiffs and the Putative Class as Against All Defendants, Including DOES 1 through 50.)**

6 51. Plaintiffs re-allege and incorporate herein each and every allegation contained in each of  
7 the preceding paragraphs in this SAC as fully set forth herein by reference.

8 52. CAL. LAB. CODE §§ 510, 1194 and 1198, and INDUSTRIAL WAGE ORDER No. 5-2001  
9 (3)(A)(1)(a), which is codified under 8 CAL. CODE REGS. § 11050(3)(A)(1)(a), as amended, provide  
10 that employees in California shall not be employed more than eight (8) hours in any workday or more  
11 than forty (40) hours in any workweek unless they receive additional compensation beyond their  
12 regular wages in amounts specified by law. In addition, an employer must pay double the employee's  
13 regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours  
14 worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek. 8  
15 CAL. CODE REGS. § 11050(3)(A)(1)(b).

16 53. CAL. LAB. CODE § 1194 provides that an employee who has not been paid overtime  
17 compensation as required by section 1198 may recover the unpaid balance of the full amount of such  
18 overtime compensation, together with costs of suit, penalties, interest thereon, and attorneys' fees in a  
19 civil action.

20 54. Plaintiffs and members of the Class were not compensated for all hours worked, as  
21 alleged herein. As a result, Plaintiffs and members of the Class worked more than eight (8) hours in a  
22 workday and/or more than forty (40) hours in a workweek as non-exempt employees of Defendants,  
23 including DOES 1 through 50, without receiving overtime or double-time compensation.

24 55. At all times relevant hereto, Defendants, including DOES 1 through 50, failed to pay  
25 Plaintiffs or members of the Class overtime or double-time compensation for the hours they worked in  
26 excess of the maximum hours permissible by law as required by 8 CAL. CODE REGS. §11050 and CAL.  
27 LAB. CODE §§ 510, 1194, and 1198.

28 56. At no time relevant hereto were Plaintiffs or members of the Class exempt from any

1 wage and hour provision under California law, including, without limitation, any statute, rule, or  
2 regulation governing the payment of overtime compensation.

3 57. By virtue of Defendants' unlawful failure to pay additional compensation to the  
4 Plaintiffs and members of the Class for their overtime hours, they have suffered, and will continue to  
5 suffer, damages in the form of unpaid overtime and double time compensation subject to proof.

6 58. Plaintiffs and members of the Class are also entitled to seek and recover interest and  
7 reasonable attorneys' fees and costs pursuant to CAL. LAB. CODE §§ 218.5, 218.6, 1194, and CAL. CIV.  
8 CODE § 3289, *et. seq.*

9 **X.**

10 **THIRD CAUSE OF ACTION**

11 **Failure To Provide Meal Periods**

12 **[CAL. LAB. CODE §§ 226.7, 512 and 8 CAL. CODE REGS. § 11050(11)]**

13 **(By Plaintiffs and the Putative Class as Against All Defendants, Including DOES 1 through 50.)**

14 59. Plaintiffs re-allege and incorporate herein each and every allegation contained in each of  
15 the preceding paragraphs in this SAC as fully set forth herein by reference.

16 60. CAL. LAB. CODE § 512(a) provides that no employer shall employ any person for a work  
17 period of more than five (5) hours without providing a meal period of not less than 30 minutes.

18 61. INDUSTRIAL WAGE ORDER No. 5-2001 (11)(A), which is codified under 8 CAL. CODE  
19 REGS. § 11050(11)(A), states that an employer must relieve the employee of *all* work-related duties  
20 during meal breaks; otherwise, the employee will be considered to be "on duty," which constitutes  
21 compensable time.

22 62. In addition, CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

23 (b) An employer shall not require an employee to work during a meal... period mandated  
24 pursuant to an applicable statute, or applicable regulation, standard, or order of the  
Industrial Welfare Commission....

25 \*\*\*

26 (c) If an employer fails to provide an employee a meal... period in accordance with a state  
27 law, including, but not limited to, an applicable statute or applicable regulation, standard,  
or order of the Industrial Welfare Commission[....], the employer shall pay the employee  
28 one additional hour of pay at the employee's regular rate of compensation for each  
workday that the meal... period is not provided.



1 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare  
2 Commission[...], shall be counted as hours worked, for which there shall be no deduction  
3 from wages.

3 69. The California Labor Code also states, in relevant part:  
4 If an employer fails to provide an employee a... rest... period in accordance with a state  
5 law, including, but not limited to, an applicable statute or applicable regulation, standard,  
6 or order of the Industrial Welfare Commission[...], the employer shall pay the employee  
7 one additional hour of pay at the employee's regular rate of compensation for each  
8 workday that the... rest... period is not provided.

7 CAL. LAB. CODE § 227.7(c).

8 70. Industrial Wage Order No. 5(12)(A), which is codified under 8 CAL. CODE REGS. §§  
9 11050(12)(A), requires employers to provide rest breaks that shall be counted as hours worked for  
10 which there shall be no deduction of wages.

11 71. Subdivision (12)(A) of 8 CAL. CODE REGS. §11050 also requires that an employer  
12 provide its employees with a 10-minute rest break for every four-hour increment of time worked or  
13 major fraction thereof. *See also, Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004,  
14 1029 (“[e]mployees are entitled to 10 minute rests for shifts from three and one-half to six hours in  
15 length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than  
16 10 hours up to 14 hours, and so on[ ]”).

17 72. CAL. LAB. CODE §226.7 and 8 CAL. CODE REGS. §11050(12)(B) further require that, for  
18 every workday in which it fails to provide a rest period during any four-hour increment, the employer  
19 must pay the employee premium wages at a rate of an hour’s pay at the employee’s regular rate of pay.

20 73. Plaintiffs and members of the Class regularly worked four-hour increments and were  
21 not provided with statutorily mandated rest breaks during their shifts. Plaintiffs and members of the  
22 Class were unable to avail themselves of such breaks for various reasons, including, but not limited to,  
23 the pressures from their workloads and from management.

24 74. By virtue of Defendants’ unlawful failure to authorize, permit, or provide rest periods as  
25 required by law, Plaintiffs and members of the Class have suffered, and will continue to suffer,  
26 damages in the form of rest break premium payments in an amount according to proof, along with  
27 interest pursuant to section 3287 of the California Civil Code.

28 75. Plaintiffs and members of the Class are also entitled to seek and recover costs pursuant



1 to CAL. CIV. CODE § 1032, *et. seq.*

2 **XII.**

3 **FIFTH CAUSE OF ACTION**

4 **Failure To Indemnify**

5 **[CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11050((9)(B))]**

6 **(By Plaintiffs and the Putative Class as Against All Defendants, Including DOES 1 through 50)**

7 76. Plaintiffs re-allege and incorporate herein each and every allegation contained in each of  
8 the preceding paragraphs in this SAC as fully set forth herein by reference.

9 77. Section 2802(a) of the California Labor Code provides that “[a]n employer shall  
10 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in  
11 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of  
12 the employer....”

13 78. In addition:

14 All awards made by a court or by the Division of Labor Standards Enforcement for  
15 reimbursement of necessary expenditures under this section shall carry interest at the  
16 same rate as judgments in civil actions. Interest shall accrue from the date on which the  
employee incurred the necessary expenditure or loss.

17 *Id.* § 2802(b). Under this section the term “necessary expenditures or losses” includes attorneys’ fees.

18 *Id.* § 2802(c).

19 79. Moreover, INDUSTRIAL WAGE ORDER No. 5-2001, which is codified under 8 CAL. CODE  
20 REGS. § 11050, as amended, states in relevant part: “[w]hen the employer requires the use of tools or  
21 equipment or they are necessary for the performance of a job, such tools and equipment shall be  
22 provided and maintained by the employer....” 8 CAL. CODE REGS. § 11050(9)(B).

23 80. Plaintiffs and members of the Class incurred necessary business-related expenses and  
24 costs that were not fully reimbursed by Defendants.

25 81. As a proximate result of Defendants’ unlawful actions and omissions, Plaintiffs and  
26 members of the Class have been damaged in an amount according to proof at trial and they seek  
27 reimbursement of all necessary expenditures, plus interest thereon, pursuant to California Labor Code  
28 § 2802(b).

1 82. Additionally, Plaintiffs and members of the Class are entitled to all available statutory  
2 remedies, including an award of costs and reasonable attorneys' fees, including those provided in CAL.  
3 LAB. CODE § 2802(c) and CAL. CIV. CODE § 1032, *et. seq.*

4 **XIII.**

5 **SIXTH CAUSE OF ACTION**

6 **Failure To Provide Accurate Itemized Wage Statements**

7 **[CAL. LAB. CODE § 226]**

8 **(By Plaintiffs and the Putative Class as Against All Defendants, Including DOES 1 through 50.)**

9 83. Plaintiffs re-allege and incorporate herein each and every allegation contained in each of  
10 the preceding paragraphs in this SAC as fully set forth herein by reference.

11 84. CAL. LAB. CODE § 226 provides that an employer shall provide its employees with  
12 accurate wage statements as follows:

13 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish  
14 each of his or her employees, either as a detachable part of the check, draft, or voucher  
15 paying the employee's wages, or separately when wages are paid by personal check or  
16 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total  
17 hours worked by the employee...[,] (3) the number of piece-rate units earned and any  
18 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,  
19 provided that all deductions made on written orders of the employee may be aggregated  
20 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for  
21 which the employee is paid, (7) the name of the employee and only the last four digits of  
22 his or her social security number or an employee identification number other than a social  
23 security number, (8) the name and address of the legal entity that is the employer...[,] and  
24 (9) all applicable hourly rates in effect during the pay period and the corresponding  
25 number of hours worked at each hourly rate by the employee and, beginning July 1, 2013,  
26 if the employer is a temporary services employer as defined in Section 201.3, the rate of  
27 pay and the total hours worked for each temporary services assignment.

21 85. At all times relevant herein, Defendants, including DOES 1 through 50, violated CAL.  
22 LAB. CODE § 226 in that Defendants failed to properly and accurately itemize the number of hours  
23 worked by Plaintiffs and members of the Class at their effective regular rates of pay, including the  
24 effective overtime rates of pay, or meal or rest break premiums.

25 86. By failing to pay Plaintiffs and members of the Class wages for all hours worked,  
26 including overtime compensation, Defendants have violated the requirement that the total hours  
27 worked and all wages earned be included in the wage statements that must be provided to the Plaintiffs  
28 and members of the Class.

1 87. Defendants willfully, knowingly, and intentionally failed to comply with CAL. LAB.  
2 CODE § 226 by failing to pay minimum wages, overtime compensation for hours worked in excess of  
3 forty, and by failing to provide meal breaks or paying the appropriate premium wages for missed meal  
4 breaks, as required by law, thereby causing damages to Plaintiffs and members of the Class by failing  
5 to include all hours worked and wages earned in their wage statements. These damages, including but  
6 not limited to costs expended calculating the true hours worked and the amount of employment taxes  
7 that were not properly paid to state or federal tax authorities, are difficult to estimate. Therefore,  
8 Plaintiffs elect to recover penalties on behalf of themselves and on behalf of members of the Class  
9 pursuant to CAL. LAB. CODE § 226 in an amount up to a maximum of \$4,000 each and reasonable  
10 attorney's fees and costs pursuant to CAL. LAB. CODE § 226(g) and CAL. CODE CIV. PROC. § 1032, *et.*  
11 *seq.*

12 **XIV.**

13 **SEVENTH CAUSE OF ACTION**

14 **Waiting Time Penalties For Failure to Pay Timely Wages**

15 **[CAL. LAB. CODE §§ 201, 202, and 203]**

16 **(By Plaintiffs and the Putative Class as Against All Defendants, Including DOES 1 through 50.)**

17 88. Plaintiffs re-allege and incorporate herein each and every allegation contained in each of  
18 the preceding paragraphs in this SAC as fully set forth herein by reference.

19 89. Sections 201 and 202 of the California Labor Code require employers to pay their  
20 employees all wages due immediately upon discharge or within seventy-two hours of resigning without  
21 notice.

22 90. Section 203 of the California Labor Code provides that, when an employer willfully  
23 fails to make a timely payment of final wages pursuant to sections 201 and 202 of the California Labor  
24 Code, the employer must, as a penalty, continue to pay the employee's wages at the employee's daily  
25 rate until the employee's wages are paid, up to a maximum of thirty (30) days.

26 91. Defendants, including DOES 1 through 50, willfully, knowingly, and intentionally  
27 failed to fully compensate all wages due to Plaintiffs and members of the Class, including minimum  
28 wages, overtime, double-time, and meal and rest break premiums, as further alleged herein.



1 fraudulent business practices in violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.* Specifically,  
2 Defendants' unfair, unlawful, and/or fraudulent business practices include the following violations:

- 3 a. Failure to timely pay wages at the appropriate rate of pay in violation of CAL. LAB.  
4 CODE §§ 204, 510, 511, 558, 1182, 1182.12, 1194, 1194.2, 1198, and 8 CAL. CODE  
5 REGS. § 11050(3), *et. seq.*;
- 6 b. Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and 512  
7 and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 8 c. Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7 and 8 CAL.  
9 CODE REGS. § 11050(11), *et. seq.*;
- 10 d. Failure to indemnify employees pursuant to CAL. LAB. CODE § 2802 and 8 CAL.  
11 CODE REGS. § 11050(9)(B);
- 12 e. Failure to provide prompt payment of wages to employees upon termination and  
13 resignation in violation of CAL. LAB. CODE §§ 201, 202, and 203;
- 14 f. Failure to provide accurate itemized wage statements to employees in violation of  
15 CAL. LAB. CODE § 226.

16 99. By and through the unfair, fraudulent, and unlawful business practices described herein,  
17 Defendants, including DOES 1 through 50, have obtained valuable property, money, and services from  
18 Plaintiffs and members of the Class, and have deprived them of valuable rights and benefits guaranteed  
19 by the law, all to their detriment.

20 100. Furthermore, Plaintiffs are informed and believe and thereupon allege that Defendants  
21 have underreported to federal and state authorities the wages earned by Plaintiffs and the members of  
22 the Class and therefore have underpaid state and federal taxes, employer matching funds,  
23 unemployment premiums, Social Security, Medicare, and Workers' Compensation premiums. This  
24 conduct is criminal in nature and subjects Defendants to sanctions, fines, and imprisonment and is  
25 actionable under CAL. BUS. & PROF. CODE §§ 1700, *et. seq.* and 17200 *et. seq.*

26 101. Plaintiffs are informed and believe and based upon that information and belief allege  
27 that, by requiring Plaintiffs and members of the Class to work without minimum wage compensation or  
28 to work overtime without receiving overtime compensation and failing to provide meal and rest

1 periods, Defendants have engaged in business within the state of California to offer its services at a  
2 lower price for the purpose of injuring competitors and/or destroying competition in violation of CAL.  
3 BUS. & PROF. CODE § 17043.

4 102. Pursuant to CAL. BUS. & PROF. CODE §§ 17071 and 17075, Defendants' failure to pay  
5 wages, overtime compensation, related benefits, and employment taxes is admissible as evidence of  
6 Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

7 103. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading.

8 104. Plaintiffs are entitled to seek, and do seek, such relief as may be necessary to restore the  
9 money and property that Defendants have acquired, or of which Plaintiffs and members of the Class  
10 have been deprived of, by means of the above-described unfair and unlawful business practices.

11 105. Plaintiffs and members of the Class have no plain, speedy, and/or adequate remedy at  
12 law to redress the injuries that they have suffered as a consequence of Defendants' unfair and unlawful  
13 business practices. As such, Defendants should be required to disgorge the unpaid monies owed to  
14 Plaintiffs and members of the Class.

15 106. Because Plaintiffs seek to enforce an important right affecting the public interest, *to wit*,  
16 the lawful payment of wages as required by law, the disgorgement of ill-gotten gains, and the  
17 restitution of unlawfully withheld wages, with interest thereon, Plaintiffs request an award of  
18 attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5 and costs pursuant to CAL. CODE CIV.  
19 PROC. § 1032.

20 **XVI.**

21 **NINTH CAUSE OF ACTION**

22 **For Penalties Pursuant To Private Attorney General Act ("PAGA")**

23 **[CAL. LAB. CODE §§ 2699, *et. seq.*]**

24 **(By Plaintiffs and the Putative Class as Against All Defendants, Including DOES 1 through 50.)**

25 107. Plaintiffs re-allege and incorporate herein each and every allegation contained in each of  
26 the preceding paragraphs in this SAC as fully set forth herein by reference.

27 108. The California Private Attorney General Act of 2004, codified under sections 2698-  
28 2699 of the California Labor Code, expressly establishes that any provision of the California Labor

1 code that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
2 departments, divisions, commissions, boards agencies, or employees for a violation of the California  
3 Labor Code. Alternatively, the civil penalties may be recovered through a civil action brought by an  
4 aggrieved employee on behalf of himself or herself and other current or former employees.

5 109. Whenever the LWDA or any of its departments, divisions, commissions, boards,  
6 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to  
7 exercise the same discretion, subject to the same limitations and conditions, to assess the civil  
8 penalties.

9 110. Plaintiffs and the other members of the Class are “aggrieved employees” as defined by  
10 section 2699 of the California Labor Code in that they are all current or former employees of  
11 Defendants and one or more of the alleged violations were committed against them.

12 111. Plaintiffs seek civil penalties for Defendants’ violations of the following Labor Code  
13 sections and Industrial Wage Orders:

- 14 a. Failure to timely pay wages at the appropriate rate of pay in violation of CAL. LAB.  
15 CODE §§ 204, 510, 511, 558, 1194, 1198, and 8 CAL. CODE REGS. § 11050(3), *et*  
16 *seq.*;
- 17 b. Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and 512  
18 and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 19 c. Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7 and 8 CAL.  
20 CODE REGS. § 11050(11), *et. seq.*;
- 21 d. Failure to provide prompt payment of wages to employees upon termination and  
22 resignation in violation of CAL. LAB. CODE §§ 201, 202 and 203;
- 23 e. Failure to provide accurate itemized wage statements to employees in violation of  
24 CAL. LAB. CODE § 226.

25 112. On April 22, 2021, Plaintiff Konishi electronically submitted written notice to the  
26 LWDA, setting forth her contentions and claims on behalf of herself and on behalf of all those  
27 similarly situated. Copies of this letter were also mailed to Defendants LOUNGE GROUP, INC., THE  
28 BALBOA, LLC, and MARIO MAROVIC, via certified mail.

1           113. On July 15, 2021, Plaintiff Wheat electronically submitted written notice to the LWDA,  
2 pursuant to PAGA, setting forth her contentions and claims on behalf of herself and on behalf of all  
3 those similarly aggrieved. Copies of this letter were also mailed to all Defendants named in this SAC  
4 on July 15, 2021, via certified mail.

5           114. The LWDA has failed to respond within the time prescribed under section 2699.3, subd.  
6 (a)(2)(A), of the California Labor Code, thereby exhausting their administrative remedies.

7           115. Pursuant to section 2699 of the California Labor Code, Plaintiffs, individually and on  
8 behalf of all aggrieved employees, request and are entitled to recover from the Defendants attorney's  
9 fees and costs, as well as civil penalties against Defendants, including DOES 1 through 50, including  
10 but not limited to:

- 11           a. Where penalties are not already specified in the applicable provision of the  
12 California Labor Code, penalties under CAL. LABOR CODE § 2699 in the amount of  
13 \$100 for each aggrieved employee per pay-period for the initial violation and \$200  
14 for each aggrieved employee per pay period for each subsequent violation (*see* CAL.  
15 LAB. CODE § 2699(f)(2));
- 16           b. Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE § 226, in  
17 addition to any other penalty provided by law, in the amount of \$250 per aggrieved  
18 employee per initial citation and \$1,000 per aggrieved employee for each  
19 subsequent citation;
- 20           c. Penalties under Title 8 of the California Code of Regulations, as set forth in the  
21 applicable Wage Order, in the amount of \$50 for each aggrieved employee per pay  
22 period for an initial violation and \$100 for each aggrieved employee per pay period  
23 for each subsequent violation (*see* CAL. LAB. CODE § 558);
- 24           d. Penalties under CAL. LABOR CODE § 210 in addition to, and entirely independent  
25 and apart from, any other penalty provided in the California Labor Code, in the  
26 amount of \$100 for each aggrieved employee per pay period for the initial violation  
27 and \$200 for each aggrieved employee per pay period for each subsequent violation  
28 or any willful or intentional violation, plus 25% of the wages wrongfully withheld;



1 and

2 e. Any and all additional penalties and sums as provided by the California Labor Code  
3 and/or other statutes.

4 116. In addition, Plaintiffs seek and are entitled to have 75% of all penalties recovered  
5 pursuant to §§ 2699, *et seq.*, allocated to the LWDA and the remaining 25% allocated to the aggrieved  
6 employees.

7 117. Further, Plaintiffs seek and are entitled to recover reasonable attorneys' fees and costs  
8 pursuant to sections 210, 212, 218.5, and 2699(g)(1) of the California Labor Code and any other  
9 applicable statutes, including CAL. CODE CIV. PROC. § 1032, *et seq.*

10 **XVII.**

11 **PRAYER**

12 WHEREFORE, Plaintiffs pray for judgment as follows:

13 **A. On The First Cause Of Action:**

14 1. For compensatory damages, including unpaid wages, and other losses in an amount  
15 according to proof;

16 2. For liquidated damages pursuant to CAL. LAB. CODE § 1194.2;

17 3. For an award of interest, including prejudgment interest at the legal rate pursuant to  
18 CAL. LAB. CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

19 4. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,  
20 1194, and CAL. CODE CIV. PROC. § 1032.

21 **B. On The Second Cause Of Action:**

22 5. For compensatory damages, including lost wages, and other losses, in an amount in an  
23 amount according to proof;

24 6. For an award of interest, including prejudgment interest at the legal rate pursuant to  
25 CAL. LAB. CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

26 7. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,  
27 1194, and CAL. CODE CIV. PROC. § 1032.

1 **C. On The Third And Fourth Causes Of Action:**

2 8. For unpaid premium payments in an amount according to proof;

3 9. For reasonable costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

4 10. For an award of interest, including prejudgment interest at the legal rate pursuant to  
5 CAL. CIV. CODE § 3287.

6 **D. On The Fifth Cause Of Action:**

7 11. For reimbursement of all necessary expenditures, plus interest thereon, pursuant to CAL.  
8 LAB. CODE § 2802(b); and

9 12. For costs and attorneys' fees pursuant to CAL. LAB. CODE § 2802(c) and CAL. CIV.  
10 CODE § 1032, *et. seq.*

11 **E. On The Sixth Cause Of Action:**

12 13. For statutory penalties pursuant to CAL. LAB. CODE § 226;

13 14. For attorneys' fees and costs pursuant to CAL. LAB. CODE § 226(g) and CAL. CODE CIV.  
14 PROC. § 1032, *et. seq.*

15 **F. On The Seventh Cause Of Action:**

16 15. For statutory penalties CAL. LAB. CODE § 203;

17 16. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

18 **G. On The Eighth Cause Of Action:**

19 17. That Defendants, including DOES 1 through 50, be ordered and enjoined to pay  
20 restitution to Plaintiffs due to Defendants' unlawful and/or unfair activities, pursuant to Business and  
21 Professions Code §§ 17200-05;

22 18. That Defendants, including DOES 1 through 50, further be enjoined to cease and desist  
23 from unlawful and/or unfair activities in violation of Business and Professions Code § 17200, *et. seq.*;

24 19. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

25 20. For attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5.

26 **H. On the Ninth Cause of Action:**

27 21. Penalties pursuant to CAL. LABOR CODE § 2699(f)(2) in the amount of \$100 for each  
28 aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per

1 pay period for each subsequent violation;

2 22. Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE § 226, in  
3 addition to any other penalty provided by law, in the amount of \$250 per aggrieved employee per  
4 initial citation and \$1,000 per aggrieved employee for each subsequent citation;

5 23. Penalties under Title 8 of the California Code of Regulations, as set forth in the  
6 applicable Wage Order, in the amount of \$50 for each aggrieved employee per pay period for an initial  
7 violation and \$100 for each aggrieved employee per pay period for each subsequent violation (*see* CAL.  
8 LAB. CODE § 558);

9 24. Penalties under CAL. LABOR CODE § 210 in the amount of \$100 for each aggrieved  
10 employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period  
11 for each subsequent violation or any willful or intentional violation, plus 25% of the wages wrongfully  
12 withheld;

13 25. Any and all additional penalties and sums as provided by the CAL. LABOR CODE and/or  
14 other statutes; and

15 26. Reasonable attorney’s fees and costs pursuant to sections 210, 212, 218.5, and  
16 2699(g)(1) of the California Labor Code and any other applicable statutes, including CAL. CODE CIV.  
17 PROC. § 1032, *et. seq.*

18 **I. On Causes Of Action One Through Eight:**

19 27. For an order granting class certification.

20 **J. On All Causes Of Action:**

21 28. For costs of suit pursuant to Cal. Code Civ. Proc. § 1032; and

22 29. For other and further relief as the Court deems just and proper.

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**XVIII.**

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all triable claims.

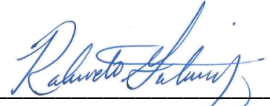
Dated: December 1, 2023

**PROTECTION LAW GROUP, LLP**

By:   
HEATHER DAVIS  
AMIR NAYEBDADASH  
CARLOS JIMENEZ

Dated: December 1, 2023

**BROWN WHITE & OSBORN, LLP**

By:   
ROLANDO J. GUTIERREZ  
NICHOLAS L. RAMIREZ

*Attorneys for Plaintiffs*  
NATASHA KONISHI  
NICOLE WHEAT

1 **PROOF OF SERVICE**

2 **RE: *Konishi v Lounge Group, Inc., et al.***  
3 **Case No. 30-2021-01201250-CU-OE-CXC**  
4 **Related to Case No. 30-2021-01210986-CU-OE-CXC**

5 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and  
6 not a party to the within suit; my business address is 333 South Hope Street, 40<sup>th</sup> Floor, Los Angeles,  
7 CA 90071.

8 On **December 1, 2023**, I served true and correct copies of the following document(s) described as:

9 **SECOND AMENDED CLASS ACTION COMPLAINT**

10 on the interested parties as follows:

11 Glenn L. Briggs, Esq.  
12 [gbriggs@kadingbriggs.com](mailto:gbriggs@kadingbriggs.com)  
13 Stanley G. Stringfellow II, Esq.  
14 [sgs@kadingbriggs.com](mailto:sgs@kadingbriggs.com)  
15 **KADING BRIGGS, LLP**  
16 100 Spectrum Center Drive, Suite 800  
17 Irvine, CA 92618

18 *Counsel for Defendants*

19 Heather Davis  
20 [heather@protectionlawgroup.com](mailto:heather@protectionlawgroup.com)  
21 Amir Nayebdadash  
22 [amir@protectionlawgroup.com](mailto:amir@protectionlawgroup.com)  
23 Carlos Jimenez  
24 [carlos@protectionlawgroup.com](mailto:carlos@protectionlawgroup.com)  
25 **PROTECTION LAW GROUP, LLP**  
26 237 California Street  
27 El Segundo, California 90245

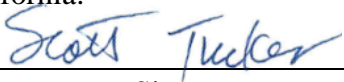
28 *Co-Counsel for Plaintiffs*

- 1 [ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for  
2 mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar”  
3 with this firm’s practice of collection and processing correspondence for mailing. Under that  
4 practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the  
5 ordinary course of business with postage thereon fully prepaid at Los Angeles, California.  
6  
7 [✓] **BY ELECTRONIC SERVICE:** Complying with California Rule of Court 2.251 and Code of  
8 Civil Procedure § 1010.6, *et. seq.*, I caused true and correct copies of the documents to be served  
9 through by electronic service to the email address(es) of the person(s) identified above.  
10  
11

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

14 Executed on **December 1, 2023** at Los Angeles, California.

15 \_\_\_\_\_  
16 Scott Tucker  
17 Type or Print Name

18   
19 \_\_\_\_\_  
20 Signature